

**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**

5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda. There shall be no public testimony on matters on the Council's administrative consent agenda or in regards to procedural, parliamentary, or administrative matters of the Council. There also shall be no public testimony regarding amendments to legislative agenda items. Public testimony shall be limited to the final Council action.

Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council. At the Chair's discretion, several speakers may allot their time to one speaker who shall speak on behalf of the other individuals for a period of time determined by the Chair.

For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

- A. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
  1. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
  2. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.
  3. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  4. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  5. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  6. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- B. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made,

each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

- C. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.



# THE CITY OF SPOKANE



## CURRENT COUNCIL AGENDA

MEETING OF MONDAY, DECEMBER 18, 2017

### 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 December 18, 2017:

User Name: **COS Guest**

Password: **j8Z659JE**

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

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

# **BRIEFING SESSION**

**(3:30 p.m.)**

**(Council Chambers Lower Level of City Hall)**

**(No Public Testimony Taken)**

**Council Reports**

**Staff Reports**

**Committee Reports**

**Advance Agenda Review**

**Current Agenda Review**

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# **ADMINISTRATIVE SESSION**

**Roll Call of Council**

# **CONSENT AGENDA**

## **REPORTS, CONTRACTS AND CLAIMS**

## **RECOMMENDATION**

- |  |                |                              |
|--|----------------|------------------------------|
| 1. One-Year Value Blanket Agreement with Galls LLC (Lexington, KY) for the purchase of Spokane Police Department jumpsuits based on WA State Contract #06810—\$150,000.                      | Approve        | OPR 2017-0855                |
| 2. Purchases of:   | Approve<br>All |                              |
| a. a Trailer Mounted Medium Voltage Standby Generator from Western States Equipment Company (Meridian, ID) for the Water Department—\$128,398.15 (incl. tax).                                |                | OPR 2017-0856<br>BID 4425-17 |
| b. a Trailer Mounted Six-Inch Wastewater Pump from Xylem, Inc. (Kent, WA) for Wastewater Management—\$62,179.11 (incl. tax).   |                | OPR 2017-0857<br>BID 4423-17 |
| c. three Heat Exchanger Cells for the Component Cooling System at the Waste to Energy Facility—\$240,750 plus a 10% administrative reserve of \$24,075 for a total of \$264,825 (excl. tax). |                | OPR 2017-0858<br>BID 4414-17 |

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|---|--|
| <p>d. a Portable Lime Silo from Wemco Inc (Spokane, WA) for the back end lime system at the Waste to Energy Facility—\$123,392.15.</p>  | <p>OPR 2017-0859<br/>RFB 4422-17</p>                                   |
| <p>3. Contracts for the Waste to Energy Facility with:</p>  | <p>Approve<br/>All &amp;<br/>Authorize<br/>Contracts</p>               |
| <p>a. Knight Construction &amp; Supply (Deer Park, WA) for the electrical and mechanical connections for the Portable Lime System—\$74,533 (excl. tax).</p>   | <p>OPR 2017-0860<br/>WTE 17-030</p>                                    |
| <p>b. WM Winkler (Spokane, WA) for the Portable Lime System Concrete Slab Design and Installation—\$53,240 (excl. tax).</p>   | <p>OPR 2017-0861<br/>WTE 17-029</p>                                    |
| <p>4. Contract Amendment with Divco Inc. (Spokane, WA) for quarterly maintenance and unscheduled services calls for HVAC systems at the Waste to Energy Facility—increase of \$25,000. Total Contract Amount: \$73,700.</p> | <p>Approve<br/><br/>OPR 2014-0747</p>                                  |
| <p>5. Contract Renewal with Bacon Concrete, Inc. (Spokane, WA) for 2018 Utility Cut Sidewalk and Curb Repairs—\$125,000 (incl. tax).</p>  | <p>Approve<br/><br/>OPR 2017-0380</p>                                  |
| <p>6. Interlocal Agreement between the City and Spokane Transit Authority to provide a safe and secure environment in downtown Spokane from January 1, 2018 through December 31, 2018—\$86,900.</p>                         | <p>Approve<br/><br/>OPR 2017-0862</p>                                  |
| <p>7. Contract Amendment/Extension with Spokane C.O.P.S to administer local Spokane policing programs from January 1, 2018 through December 31, 2020—not to exceed \$364,575 per year for a total of \$1,093,725.</p>       | <p>Approve &amp;<br/>Authorize<br/>Contract<br/><br/>OPR 2015-1058</p> |
| <p>8. Six-Month Contract Extension between the Spokane Police Department and Galls LLC (Lexington, KY) for police uniforms, alterations and repair services from January 1, 2018 through June 30, 2018—\$50,000.</p>        | <p>Approve<br/><br/>OPR 2012-0911</p>                                  |
| <p>9. Contract with Kepro Acquisitions, Inc. (Harrisburg, PA) to provide an Employee Assistance Program to full-time employees with the City—\$54,000.</p>  | <p>Approve<br/><br/>OPR 2017-0863<br/>RFP 4377-17</p>                  |
| <p>10. Low Bids of:</p>   | <p>Approve<br/>All</p>   |
| <p>a. Halme Construction (Spokane, WA) for CSO Basin 25 Improvements, Phase 1—\$1,671,925.80 (plus tax). An administrative reserve of</p>   | <p>PRO 2017-0033<br/>ENG 2017177</p>                                   |

\$167,192.58 (plus tax), which is 10% of the contract price (plus tax), will be set aside.

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|--|--|
| <p>b. Halme Construction (Spokane, WA) for CSO Basin 25 Improvements, Phase 2—\$2,220,904.20. An administrative reserve of \$204,746.71, which is 10% of the contract price, will be set aside.</p>  | <p>PRO 2017-0034<br/>ENG 2015178</p>             |
| <p>c. Halme Construction, Inc. (Spokane, WA) for CSO Basin 14 &amp; 15 Improvements—\$3,402,583.60 (plus tax). An administrative reserve of \$340,258.36 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (West Central Neighborhood)</p> | <p>PRO 2017-0035<br/>ENG 2013212</p>             |
| <p>d. N.A. Degerstrom, Inc. (Spokane Valley, WA) for CSO 23-1 &amp; 23-2 Control Facilities—\$1,383,923. An administrative reserve of \$138,392.30, which is 10% of the contract price, will be set aside. (Kendall Yards Area)</p>                                    | <p>PRO 2017-0036<br/>ENG 2010076</p>             |
| <p>11. Recommendations to list on the Spokane Register of Historic Places the:</p>   | <p>Approve<br/>All</p>                           |
| <p>a. Zabel House, 3124 S Manito Boulevard.</p>  | <p>OPR 2017-0864</p>                             |
| <p>b. Campbell-Jones House, 1320 N Summit Boulevard.</p>   | <p>OPR 2017-0865</p>                             |
| <p>12. Right-of-Way Dedication Deed and Front Avenue License Agreements with Washington State University providing right-of-way necessary for the construction of the U-District Pedestrian Bridge—not to exceed \$185,000. (Riverside Neighborhood)</p>               | <p>Approve<br/>OPR 2017-0866<br/>ENG 2012119</p> |
| <p>13. Grant agreement with the WA State Department of Commerce to accept the Young Adult Housing Program grant and authorization to subcontract funds with multiple nonprofit agencies—\$366,844 Revenue.</p>   | <p>Approve<br/>OPR 2017-0867</p>                 |
| <p>14. Contract with HDR Engineering, Inc (Spokane, WA) to study stormwater in the south University District—\$73,232.</p>   | <p>Approve<br/>OPR 2017-0868<br/>ENG 2014155</p> |
| <p>15. Tentative Agreement for 5-year contract with M&amp;P-A (2017-2021).</p>   | <p>Approve<br/>OPR 2017-0869</p>                 |

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|---|-----------------------------|------------------------------|
| 16. Renewal of Human Services Grant funding for nine public services projects from January 1, 2018 through June 30, 2019 that were originally awarded funds for 2017—\$410,000 (2018); \$205,000 (January-June 2019).   | Approve                     | OPR 2016-0961                |
| 17. RFP 4340-17 Utilized 2 vendors to provide Project Management Consultant Services for the PMO: Nuvodia & Volt. Volt will need to have a separate contract from the Nuvodia contract (OPR 2017-0267). Funds will be transferred from the original funds allocated to Nuvodia. No additional funds are being requested at this time.             | Approve                     | OPR 2017-0876                |
| 18. Requesting additional funds to cover invoices from September through December 2017 for Interlocal Contract with Multiple Agencies to pay Spokane County IS for participation in ESRI GIS Software Enterprise License Agreement (including premium support)—\$42,000.  | Approve                     | OPR 2013-0091                |
| 19. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through December 8, 2017, total \$4,996,972.71, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,295,039.44.                                    | Approve & Authorize Payment | CPR 2017-0002                |
| 20. City Council Meeting Minutes: December 4, 2017 and December 7, 2017.  | Approve All                 | CPR 2017-0013                |
| 21. Increase the administrative reserve on Contract with T. LaRiviere Equipment & Excavation (Athol, ID) for Lincoln Street/Monroe Street - 2nd Avenue to Main Avenue—increase of \$148,500 for a total administrative reserve of \$460,610.06 or 14.8% of the contract price. (Riverside Neighborhood) (Deferred from December 11, 2017, Agenda) | Approve                     | PRO 2016-0017<br>ENG 2014107 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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# **CITY COUNCIL SESSION**

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

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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

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## **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCE**

(Require Five Affirmative, Recorded Roll Call Votes)

**Request motion to suspend Council Rules to add the following item (ORD C35575):**

**Ordinance C35575 amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:**

**Street Fund**

**FROM: Streets Unappropriated Reserves, \$600,000;**

**TO: Reserve for Budget Adjustment, same amount.**

**(This action establishes a contingency budget appropriation for ice and snow control.)**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- |                      |  |
|----------------------|--|
| <b>RES 2017-0104</b> | <b>Setting hearing before City Council for January 29, 2018 for the vacation of the West 3 feet of Conklin Street South of 8th Avenue, as requested by Stacy Bjordahl.</b>               |
| <b>RES 2017-0105</b> | <b>Regarding approval of traffic calming projects from cycle seven applications to be paid through the Traffic Calming Measures Fund and School Radar Fund.</b>                          |
| <b>RES 2017-0106</b> | <b>Creating the framework for determining the use of funds received in payment of infractions under the school zone traffic camera pilot program.</b>                                    |
| <b>RES 2017-0107</b> | <b>Approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070.</b>      |
| <b>RES 2017-0108</b> | <b>Approving the Spokane Employees' Retirement System (SERS) Board's change in the mortality table in accordance with Spokane Municipal Code 4.14.070</b>                                |
| <b>RES 2017-0109</b> | <b>Approving the project for a complete rebuild of Freya Street, extending from Garland Avenue to Francis Avenue, as adopted in the 2018-2023 Six-Year Comprehensive Street Program.</b> |



- RES 2017-0110**      **Setting the City's 2018 state legislative agenda.**
- ORD C35568**      **Changing the zone from Residential Single-Family (RSF) to Residential Single-Family Compact (RSF-C) for property located 1217 E 15th Ave in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.**
- ORD C35569**      **(To be considered under Hearings Item H1.b.)**
- ORD C35570**      **(To be considered under Hearings Item H2.b.)**
- ORD C35571**      **Enacting the Spokane Fair Elections Code; instituting campaign contribution limits and disclosure requirements; amending chapter 1.07 and sections 1.02.950, 1.05.210, 7.06.500, and 7.08.149 of the Spokane Municipal Code.**

## **FIRST READING ORDINANCES**

**(No Public Testimony Will Be Taken)**

- ORD C35572**      **Relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.**

**The following item was withdrawn at the December 11, 2017, City Council Meeting:**

- ~~ORD C35573~~**      **~~Amending Ordinance C35423 vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley.~~**
- ORD C35574**      **Relating to the Spokane Employees' Retirement System amending Spokane Municipal Code Sections 3.05.020, 3.05.025, 3.05.030, 3.05.040, 3.05.050, 3.05.070, 3.05.120, 3.05.130, 3.05.160, 3.05.165, 3.05.166, 3.05.168, 3.05.170, 3.05.180, 3.05.190, 3.05.210, 3.05.260, 3.05.270, 3.05.275 and adopting a new section 3.05.167 to chapter 3.05 of the Spokane Municipal Code.**

**FURTHER ACTION DEFERRED**

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## **NO SPECIAL CONSIDERATIONS**

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## **HEARINGS**

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

**RECOMMENDATION**

- |     |  |                                   |               |
|-----|--|-----------------------------------|---------------|
| H1. | a. 2018 East Sprague Parking and Business Improvement Area (PBIA) Management Plan.   | Accept                            | OPR 2017-0870 |
|     | b. Hearing on the 2018 assessments and assessment roll for the East Sprague Parking and Business Improvement Area.   | Hold Hrg.<br>& then<br>Close Hrg. |               |
|     | c. Final Reading Ordinance C35569 approving and confirming the 2018 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.                              | Pass Upon<br>Roll Call<br>Vote    | ORD C35569    |
|     |  |                                   |               |
| H2. | a. 2018 Downtown Business Improvement District (BID) Management Plan.  | Accept                            | OPR 2017-0871 |
|     | b. Hearing on the 2018 assessments and assessment roll for the Downtown Parking and Business Improvement Area.   | Hold Hrg.<br>& then<br>Close Hrg. |               |
|     | c. Final Reading Ordinance C35570 approving & confirming the 2018 assessments and assessment roll for the Downtown Parking and Business Improvement Area (Business Improvement District - BID), prepared under Ordinance No. C32923 as codified & amended in Chapter 4.31 SMC. | Pass Upon<br>Roll Call<br>Vote    | ORD C35570    |

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## **OPEN FORUM (CONTINUED)**

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

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

## **ADJOURNMENT**

The December 18, 2017, Regular Legislative Session of the City Council will be held and then City Council is adjourned until January 8, 2018.

**Note:** The regularly scheduled City Council Meetings for Tuesday, December 26, 2017 and Tuesday, January 2, 2018 have been canceled. (There are no meetings on Monday, December 25, 2017 and Monday, January 1, 2018, due to the recognized observance designated annual holidays.)

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## NOTES

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

12/18/2017

<u>Date Rec'd</u>	12/4/2017
<u>Clerk's File #</u>	OPR 2017-0855
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2018 BUDGET

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	KEVIN KING 835-4514
<u>Contact E-Mail</u>	KKING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680-GALLS LLC

**Agenda Wording**

One year Value Blanket agreement/term with GALLS LLC (Lexington, KY) for the purchase of Spokane Police Department (SPD) jumpsuits based on WA State Contract.

**Summary (Background)**

GALLS LLC currently has a WA State contract for Law Enforcement Uniforms and Accessories - WA State Contract # 06810. SPD would like to use the State contract to purchase light-weight, mid-weight, and heavy-weight jumpsuits. The Value Blanket term is from January 1, 2018 to December 31, 2018. The estimated VB amount is \$150,000.00. This amount includes alterations and sales tax.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	150,000.00		#	0680-11410-21250-53202
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		LUNDGREN, JUSTIN		<u>Study Session</u>	Public Safety & Community Health 12/04/2017
<u>Division Director</u>		LUNDGREN, JUSTIN		<u>Other</u>	
<u>Finance</u>		DOVAL, MATTHEW		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		spdfinance	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		cwahl	
<u>Additional Approvals</u>				laga	
<u>Purchasing</u>				mdoval	

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Galls Jumpsuit Value Blanket
<b>Date:</b>	December 4, 2017
<b>Contact (email &amp; phone):</b>	Kevin King: <a href="mailto:kking@spokanepolice.org">kking@spokanepolice.org</a> , 835-4514
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Jumpsuits are used daily in an officer's job and is in line with normal operating budget policies and procedures.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 31, 2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Renew Value Blanket #300802 for another year 1/31/2018-12/31/2018
<b>Background/History:</b> A contract with Galls LLC, DBA, Blumenthal Uniforms Co. utilizing WA State Contract #06810 for the purchase of light-weight, mid-weight, and heavy-weight jumpsuits. These jumpsuits are essential gear for police officers.  Value Blanket term is January 1, 2018 through December 31, 2018. Estimated VB amount is \$150,000.00. This amount also includes alterations and sales tax.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Supports operations for current Police Officers</li> <li>• Meets demands of bringing on new officers</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Contract Summary

## Uniforms and Accessories (WSP, Emergency)

**Contract#:** 06810 **Replaces:** 00603 and 09403

custom made uniforms for State Patrol, Fish and Wildlife and Parks, including boots, hats and all weather gear. tactical and battle. Off the shelf uniform items (trousers, shirts, pants, shoes, gloves, sweaters, vests) for other users. Law enforcement accessories (police, fire fighter, EMT) such as cuffs, holsters, badge holders, jackets, leg irons, belts, mace holders, lanyards. Includes sewing alterations, hemming, repair, silk screening, etc.

**Current Term Start Date:** 11-01-2015 **Award Date:** 11-01-2011 **Est. Annual Worth:** \$1,300,770

**Current Term Ends On:** 07-01-2018 **Final Term Ends On:** 07-01-2018 **Commodity Code(s):** 200-85, 200-86, 200-88, 201-47, 201-65

**Diversity:** 0% WBE 2% MBE **# of Bids Received:** 4

**Contact Info:** Master Contracts & Consulting – Diane White at (360) 407-9366 or [diane.white@des.wa.gov](mailto:diane.white@des.wa.gov)

**Secondary Contact Info:** Master Contracts & Consulting – Tim Shay at (360) 407-9410 or [tim.shay@des.wa.gov](mailto:tim.shay@des.wa.gov)

### Who can use this contract?

- » [Organizations with Master Contract Usage Agreements](#)
- » [Oregon Coop Members](#)

Current Documents	Historical Documents	Resources
» <a href="#">Pricing &amp; Ordering</a>	» <a href="#">Original Solicitation Documents</a>	» <a href="#">Contract Comments</a>
» <a href="#">Contract &amp; Amendments</a>	» <a href="#">Original Solicitation Amendments</a>	» <a href="#">Vendor and Contract Performance Feedback</a>
» <a href="#">Amendment 1</a>	» <a href="#">Bid Tab</a>	
	» <a href="#">Current Contract Information</a>	
	» <a href="#">Memo to File</a>	

Contractors	OMWBE	Veteran	Small Business
GALLS LLC - w16228		N	N

**M**=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MW**=OMWBE Certified Minority Women Owned

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.



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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	OPR 2017-0856
<u>Renews #</u>	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	STEVE BURNS 742-8154	Project #	
Contact E-Mail	SBURNS@SPOKANECITY.ORG	Bid #	4425-17
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 18670
Agenda Item Name	4100 - PURCHASE OF TRAILER MOUNTED MEDIUM VOLTAGE STANDBY		

Agenda Wording

Purchase of a Trailer Mounted Medium Voltage Standby Generator from Western States Equipment Company (Meridian, ID) for \$128,398.15 including tax.

Summary (Background)

This purchase was rebid on bid request #4425-17. Twenty-eight (28) contacts were directly solicited and six (6) sealed bids were received for opening on Monday, December 4, 2017. Award of this business is recommended to Western States Equipment Company as the low bidder meeting specifications. This standby generator unit will be used to provide emergency power to water system booster stations during power outages. Additional units to be purchased in the future as budget allows.

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

Expense	\$ 128,398.15	# 4100-42490-94000-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SAKAMOTO, JAMES	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 12/11/2017
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	SCHOEDEL, ELIZABETH	TPRINCE@SPOKANECITY.ORG	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG	
<u>Additional Approvals</u>		SBURNS@SPOKANECITY.ORG	
<u>Purchasing</u>	PRINCE, THEA		



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Trailer Mounted Medium Voltage Standby Generator (Rebid)
<b>Date:</b>	12/11/2017
<b>Author (email &amp; phone):</b>	Steve Burns, <a href="mailto:sburns@spokanecity.org">sburns@spokanecity.org</a> x8154
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase has been allocated from the Water Division Six Year Capital Plan.
<b>Strategic Initiative:</b>	Safe & Healthy, Innovative Infrastructure
<b>Deadline:</b>	This product has a long lead time – 14+ weeks
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports procurement of a standby generator unit which will be used to provide emergency power to water system booster stations during power outages. Additional units to be purchased in the future as budget allows.
<p><u>Background/History:</u> Purchase of a Trailer Mounted Medium Voltage Standby Generator from Western States Equipment Company (Meridian, ID) for \$128,398.14 including tax.</p> <p><i>Sealed bids were solicited on bid request #4425-17 for opening on Monday, December 4, 2017 to support this purchase. Twenty-eight (28) contacts were directly solicited and six (6) bids were received. Award of this business is recommended to Western States Equipment Company as the low bidder meeting specifications.</i></p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Purchase of One (1) Trailer Mounted Medium Voltage Standby Generator from Western States Equipment Company as the low bidder meeting specifications</li> <li>Purchase price: \$128,398.14 including tax</li> <li>Original estimate: \$160,000.00 including tax</li> <li>Bid# 4425-17 Trailer Mounted Medium Voltage Standby Generator (Rebid)</li> <li>Purchase of goods, no contract</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: Water Division Six Year Capital Plan</p> <p>Other budget impacts: N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

4425-17 TRAILER MOUNTED MEDIUM VOLTAGE STANDBY GENERATORS			WESTERN STATES EQUIP 520 N DYER ROAD SPOKANE WA 99212  509 532-3924 <a href="mailto:Brantbriody@wseco.com">Brantbriody@wseco.com</a>		RAMSAY-BLIESE CORP 3360 MCMAUDE PLACE SANTA ROSA CA 95407  707 545 0484 <a href="mailto:i.netter@leetegenerators.com">i.netter@leetegenerators.com</a>		SONSRAY MACHINERY #1 2702 WEST VALLEY HWY N AUBURN WA 98001  509 808 1634 <a href="mailto:bblackorby@sonsrays.com">bblackorby@sonsrays.com</a>		SONSRAY MACHINERY #2 2702 WEST VALLEY HWY N AUBURN WA 98001  509 808 1634 <a href="mailto:bblackorby@sonsrays.com">bblackorby@sonsrays.com</a>		SONSRAY MACHINERY #3 2702 WEST VALLEY HWY N AUBURN WA 98001  509 808 1634 <a href="mailto:bblackorby@sonsrays.com">bblackorby@sonsrays.com</a>		SONSRAY MACHINERY #4 2702 WEST VALLEY HWY N AUBURN WA 98001  509 808 1634 <a href="mailto:bblackorby@sonsrays.com">bblackorby@sonsrays.com</a>	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			<u>Caterpillar C18</u>		<u>Blue Star VD600-02 FT4</u>		<u>Wacker Neuson G625 - MGT6 Trailer Mounted -NO CABLES</u>		<u>Wacker Neuson G625 - MGT6 ERT-MMS Trailer Mounted - NO CABLES</u>		<u>Wacker Neuson G625 - MGT6 Trailer Mounted - CABLES INCLUDED</u>		<u>Wacker Neuson G625 - MGT6 ERT-MMS Trailer Mounted - CABLES INCLUDED</u>	
I	1	Trailer Mounted Medium Voltage Standby Generator 550kW	\$118,013.00	\$118,013.00	\$ 171,351.00	\$ 171,351.00	\$ 155,721.00	\$ 155,721.00	\$ 166,971.00	\$ 166,971.00	\$ 178,903.00	\$ 178,903.00	\$ 190,153.00	\$ 190,153.00
II		Two (2) Year Warranty in Accordance with Specifications	included		included									
III		On-Site Demonstration and Training as Detailed in Specifications	included		\$ 3,200.00	\$ 3,200.00	included		included		included		included	
SUB TOTAL				\$118,013.00		\$174,551.00		\$155,721.00		\$166,971.00		\$178,903.00		\$190,153.00
SALES TAX - 8.8%				\$10,385.15		\$ 15,360.49		\$ 13,703.45		\$ 14,693.45		\$ 15,743.47		\$ 16,733.47
GRAND TOTAL				\$128,398.15		\$189,911.49		\$169,424.45		\$181,664.45		\$194,646.47		\$206,886.47
DELIVERY			17-19 weeks		18 weeks ARO		8 weeks ARO		8 weeks ARO		8 weeks ARO		8 weeks ARO	
ADDITIONAL PURCHASES				YES		YES for a limited period of time		YES		YES		YES		YES
SIZE OF GAS TANK ON QUOTED GENERATOR			325 Gallons useable		550 gallon		237 Gallon		674 Gallon		237 Gallon		674 Gallon	
BUSINESS REGISTRATION NUMBER			600-394-624-001-0009		Will obtain if awarded Bid		Will obtain if awarded Bid		Will obtain if awarded Bid		Will obtain if awarded Bid		Will obtain if awarded Bid	

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0857
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4423-17
<u>Requisition #</u>	RE 18721

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	RAYLENE GENNETT EXT. 7909
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4310 - PURCHASE OF TRAILER MOUNTED SIX-INCH WASTEWATER PUMP

Agenda Wording

Purchase of a Trailer Mounted Six-Inch Wastewater Pump from Xylem, Inc. (Kent, WA) for \$62,179.11 including tax.

Summary (Background)

Request for Bids #4423-17 was issued on Monday, November 13, 2017 for one (1) Trailer Mounted Six-Inch Wastewater Pump. Forty-two (42) contacts were included on the bid distribution and two (2) bids were received. This business is recommended for award to Xylem, Inc. as the low bid meeting all specifications.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 62,179.11	# 4310-43113-94000-56401-99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	PEACOCK, WILLIAM	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> Public Safety 12/4
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	CWAHL@SPOKANECITY.ORG
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG
<u>Additional Approvals</u>	RGENNETT@SPOKANECITY.ORG	
<u>Purchasing</u>	WAHL, CONNIE	

**BRIEFING PAPER**  
**City of Spokane**  
**4310 Wastewater Maintenance**  
**Public Safety & Community Health Committee**  
**December 4, 2017**

---

**Subject**

Purchase of a Trailer Mounted Six-Inch Wastewater Pump from Xylem, Inc. (Kent, WA) for \$62,179.11 including tax.

**Background**

Request for Bids #4423-17 was issued on Monday, November 13, 2017 for one (1) Trailer Mounted Six-Inch Wastewater Pump. Forty-two (42) contacts were included on the bid distribution and two (2) bids were received. This business is recommended for award to Xylem, Inc. as the low bid meeting all specifications.

**Impact**

This purchase represents the first of multiple purchases planned over the coming years to replace/upgrade the Wastewater Maintenance department's existing pump inventory, which is decades old.

**Action**

Recommend approval.

**Funding**

All funding for this purchase will be from the Wastewater Maintenance department capital budget.

# BID TABULATION

**BID NUMBER: 4423-17**

**BID TITLE: Trailer Mounted Six-Inch Wastewater Pump**

**DUE DATE: November 27, 2017**



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

BIDS RECEIVED FROM:	THOMPSON PUMP PORT ORANGE, FL	XYLEM, INC. KENT, WA
QUANTITY AND DESCRIPTION	PRICE	PRICE
1 EA Trailer Mounted Six-Inch Wastewater Pump	59,855.00	57,149.92
1 EA One (1) Year Parts and Labor Warranty	Included	Included
1 EA WA State Sales Tax (8.8%)	\$5,267.24	\$5,029.19
1 EA Factory Representative to Supervise System Start-Up & Function, On-Site Training on System Operation & Maintenance (Not less than one half-day)	\$500.00	Included
<b>TOTAL BID:</b>	<b>\$65,622.24</b>	<b>\$62,179.11</b>
DELIVERY:	75 DAYS ARO	70 DAYS ARO
ADDENDUM:	1 - YES	1 - YES

The Request for bid was e-mailed to 45 companies/plan-holders with 2 bid responses received.

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0858
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	4414-17
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	4490 - PURCHASE 3 HEAT EXCHANGER CELLS FOR THE WTE		

Agenda Wording

Purchase of three Heat Exchanger Cells for the Component Cooling System at the WTE. The cost of these heat exchangers is \$240,750.00 plus a 10% administrative reserve of \$24,075.00 for a total of \$264,825.00 excluding taxes.

Summary (Background)

The Component Cooling System at the WTE provides cooling water for various systems throughout the plant that require cooling, including the turbine oil, air compressor oil, among others. These heat exchanger cells are original to the construction of the WTE and are past their useful life. The City issued a request for bids for purchase of 3 new heat exchanger cells to replace these originals. Four responses were received. Kelvion, Inc., of Catoosa, OK, was the lowest cost bidder.

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

Expense	\$ 240,750.00	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 12/11/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	
		bpaschal@spokanecity.org	

**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**Solid Waste Disposal**  
**December 11, 2017**

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**Subject**

Purchase of three Heat Exchanger Cells for the Component Cooling System at the WTE.

**Background**

The Component Cooling System at the WTE provides cooling water for various systems throughout the plant that require cooling, including the turbine oil, air compressor oil, among others. These heat exchanger cells are original to the construction of the WTE and are past their useful life.

The City issued a request for bids for purchase of 3 new heat exchanger cells to replace these originals. Four responses were received. Kelvion, Inc., of Catoosa, OK, was the lowest cost bidder. The cost of these heat exchangers is \$240,750.00 plus a 10% administrative reserve of \$24,075.00 for a total of \$264,825.00 excluding taxes.

**Impact**

The Component Cooling System is an integral part of the WTE operations. Keeping systems within proper operating temperatures is essential to keeping the plant operations. Replacing these Heat Exchangers will allow the component cooling system to continue operating as required, which will enable the plant to operate.

**Action**

Recommend Approval of this purchase.

**Funding**

Funding for this project is included in the 2018 Capital budget for the Solid Waste Disposal department.

**THREE (3) HEAT EXCHANGER CELLS**  
**BID #4414-17 OPEN: 10/23/17**

	<b>SUPER RADIATOR COILS #1</b> <b>2610 S 21<sup>st</sup> St</b> <b>Phoenix, AZ 85034</b>  <b>Ken Kaye</b> <b>(602) 393-3101</b> <a href="mailto:Ken.kaye@superradiatorcoils.com">Ken.kaye@superradiatorcoils.com</a>	<b>SUPER RADIATOR COILS #2</b> <b>2610 S 21<sup>st</sup> St</b> <b>Phoenix, AZ 85034</b>  <b>Ken Kaye</b> <b>(602) 393-3101</b> <a href="mailto:Ken.kaye@superradiatorcoils.com">Ken.kaye@superradiatorcoils.com</a>	<b>KELVION, INC</b> <b>5202 W Channel Rd</b> <b>Catoosa, OK 74015</b>  <b>Ben Myers</b> <b>(918) 266-3060</b> <a href="mailto:Ben.myers@kelvion.com">Ben.myers@kelvion.com</a>	<b>Thermal Engineering Int'l</b> <b>10375 Slusher Dr</b> <b>Santa Fe Springs, CA 90670</b>  <b>Michael Arnold</b> <b>(323) 490-9468</b> <a href="mailto:marnold@thermalengint.com">marnold@thermalengint.com</a>
3 ea Heat Exchanger Cells	<b>\$94,590.00/ea    \$283.770.00</b>	<b>\$78,651.00/ea    \$235,953.00</b>	<b>\$68,750.00/ea    \$206,250.00</b>	<b>\$146,619/ea (2017) (1)</b> <b>\$113.463/ea (2018) (2)</b>  <b>\$373,544.00</b>
8.8% Sales Tax	<b>\$24,971.76</b>	<b>\$20,763.87</b>	<b>\$18,150.00 (use tax)</b>	<b>\$32,871.82</b>
<b>TOTAL</b>	<b>\$308,741.76</b>	<b>\$256,716.87</b>	<b>\$224,400.00</b>	<b>\$406,415.82</b>
Credit Card	<b>YES</b>	<b>YES</b>	<b>No</b>	<b>Yes</b>
Delivery	<b>100 Days FRO</b>	<b>100 Days FRO</b>	<b>161 Days FRO</b>	<b>See Bid Doc Delivery Schedule</b>
Additional Items	<b>Yes</b>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
Exceptions:		<b>Header Type – Corrosion Allowance – Half Pipe – 1/16</b>	<b>Deleted 11 fins/inch after Fin Material – Bond Type</b>  <b>Also quoting Freight at \$34,500 + 10% even though bid said freight is responsibility of winning vendor</b>  <b>Also terms require payments at different phases of creation</b>	<b>See Proposal</b>  <b>No signatures on proposal – typed in “Please provide terms &amp; conditions of purchase”.</b>  <b>Terms required phased payments</b>  <b>Pricing only good for two (2) weeks</b>
Warranty Basic Unit	<b>12 Months/100%</b>	<b>12 Months/100%</b>	<b>12 Months/100%</b>	



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The Request for bid was e-mailed to 28 companies, local union shops and plan holders, with 4 bid responses received.

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0859
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB#4422-17
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 188110
Agenda Item Name	4490 PURCHASE OF BACK END LIME SILO FOR THE WTE		

Agenda Wording

Purchase of the portable lime silo for the back end lime system at the WTE. \$123,392.15.

Summary (Background)

The WTE currently uses high calcium quicklime as part of its emission controls system. Water added to pebble lime creates slurry which is injected into the flue gas path to remove hydrochloric acid and SO<sub>2</sub> and to reduce flue gas temperature. The excess, or unreacted lime, that remains falls out into the fly ash system and is used to control the PH of the combined ash, a byproduct of incineration.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	123,392.15		#	4490-44100-94000-56401
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		CONKLIN, CHUCK		<u>Study Session</u>	
<u>Division Director</u>		SIMMONS, SCOTT M.		PIES 11/27/17	
<u>Finance</u>		CLINE, ANGELA		<u>Other</u>	
<u>Legal</u>		SCHOEDEL, ELIZABETH		Distribution List	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		ttauscher@spokanecity.org	
Additional Approvals			jsalstrom@spokanecity.org		
<u>Purchasing</u>		PRINCE, THEA		tprince@spokanecity.org	
				bpaschal@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The fly ash at the Waste to Energy (WTE) Facility is mixed with water and phosphoric acid (WesPhix) before discharge to the open conveyor where it joins the bottom ash, forming combined ash. Based on our research and findings, with the addition of the Back End Lime System we are projecting a reduction in overall lime usage and the potential elimination of the WesPhix system. Elimination of the WesPhix System will result in annual savings of \$331,422. Based on an estimated backend lime feed rate of 4 to 5 tons per day and a lime reduction of 50 % through the APC, annual operating costs are reduced by approximately \$240,000 - \$360,000 and a total annual savings between \$570,000 and \$690,000. The initial investment of \$304,000 is recovered within the first year of operation.

Fiscal Impact

Select      \$

Budget Account

#

Select      \$

#

Distribution List


## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Purchase and Installation of Back End Lime Silo System at the WTE
<b>Date:</b>	November 27, 2017
<b>Author (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<u>Background/History:</u>	
<p>The fly ash at the Waste to Energy (WTE) Facility is mixed with water and phosphoric acid (WesPhix) before discharge to the open conveyor where it joins the bottom ash, forming combined ash. Based on our research and findings as depicted in this document, with the addition of the Back End Lime System we are projecting a reduction in overall lime usage and the potential elimination of the WesPhix system. The Back End Lime Project consists of a pre-fabricated lime silo storage unit complete with a conveying system, the installation of electrical and mechanical connections and the construction of a concrete slab upon which the new system will set. The components of the Project were competitively bid and upon approval will be awarded to three (3) local companies. Elimination of the WesPhix System will result in annual savings of \$331,422. Based on an estimated backend lime feed rate of 4 to 5 tons per day and a lime reduction of 50 % through the APC, annual operating costs are reduced by approximately \$240,000 - \$360,000 and a total annual savings, with the elimination of phosphoric acid, between \$570,000 and \$690,000. The initial investment of \$304,000 is recovered within the first year of operation. The installation, start up and commissioning of equipment is anticipated to start between May and June of 2018 with a gradual reduction in phosphoric acid usage combined with testing to support the elimination of the WesPhix System by October, 2018. The target date for total implementation, supported by testing for the decommissioning of the WesPhix System, is between October and December of 2018.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>• This project includes: the purchase of a 52-ton capacity Portable Lime Silo solicited under RFB#4422-17, from WEMCO, Inc., of Spokane Concrete Slab design and Installation by Wm Winkler of Spokane. The low bidder in response to WTE 17-029. Electrical and Mechanical Installation of the System by Knight Construction of Deer Park. The only bidder in response to WTE 17-030.</li> <li>• The addition of the lime in the fly ash stream with the Back End Lime System will allow us to more accurately regulate the amount of lime needed to maintain the PH in the combined ash.</li> <li>• By regulating the feeding of lime used at the front of the process, but still maintaining our emission control parameters, we will reduce the maintenance costs on the equipment.</li> <li>• We will reduce labor costs associated with the over feeding of lime into the emission controls system.</li> <li>• Upon substantiating the elimination of WesPhix system we will also see a decrease in maintenance and labor costs associated with the elimination of phosphoric acid.</li> <li>• The process change will result in a long term reduction in labor required to maintain the system, a reduction in maintenance cost, a reduction in the amount of lime purchased, and the elimination of one chemical used in our process.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Annual/Reoccurring expenditure? ☐ Yes ☒ No

Specify funding source: \$304,000.000, included in the 2017 Capital Budget for the Solid Waste Disposal Department

Operations Impact:

Consistent with current operations? ☐ Yes ☒ No

Requires change in current operations? ☒ Yes ☐ No

Specify operations change:

This Back End Lime System involves adding lime to the fly ash to allow us to reduce the amount of lime added to the emissions control system, and to eliminate the use of phosphoric acid.

DAVID CONDON  
MAYOR



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

## REQUEST FOR BID

City of Spokane, Washington

**BID NUMBER:** 4422-17

**DESCRIPTION:** PORTABLE LIME SYSTEM (RE-BID)

**DUE DATE:** MONDAY, NOVEMBER 20, 2017  
No later than 1:00 p.m.

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

BID SUBMITTED BY:  
COMPANY WEMCO, Inc.  
MAILING ADDRESS 5510 W. Thorpe Rd.  
Spokane WA 99224  
PHYSICAL ADDRESS 5510 W. Thorpe Rd.  
Spokane WA 99224  
PHONE NUMBER 509-244-4773  
FAX NUMBER 509-244-1962  
E-MAIL ADDRESS ken@wemcoinc.com

*Chia Prince*

Purchasing

## CITY OF SPOKANE REQUEST FOR BIDS

## PART I. PRICING PAGE

TO: PURCHASING, CITY OF SPOKANE

BID NAME: PORTABLE LIME SYSTEM

BID NO: 4422-17

The undersigned agrees to furnish the following items at the prices stated, subject to the conditions and requirements of this Bid.

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
	1 EA	Portable Lime System per specifications on page 5 Make Bid <u>Belgrade Steel Tank</u> Model Bid <u>900 BBL. Portable Silo</u> Paint Specification Bidding <u>Sherwin Williams</u> (See Page 7)	108,354. <sup>00</sup>	108,354.00
	1 EA	Startup Fee	125.00	5,000.00
TOTAL ITEM I:				113,354.00
FREIGHT OR SHIPPING CHARGES				0
WA STATE SALES TAX (8.8%)				\$9,975.15
GRAND TOTAL:				\$123,329.15

**PAYMENT:** Unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

**PAYMENT:** Supplier will accept credit card as a form of payment for this order: \_\_\_\_\_ YES ☒ NO

**DELIVERY:** We (I) will deliver complete the above items within 150 days from receipt of order.

**F.O.B. Delivery Point:** Solid Waste Disposal, Waste to Energy Facility, 2900 S Geiger Blvd., Spokane WA 99224-5400

**ACCEPTANCE:** The signing and submittal of Part 1 of this proposal shall be an indication of acknowledgement and acceptance of these terms and conditions and compliance shall be part of the bidders' proposal.

Firm Name: WEMCO, Inc. Signature: [Signature]

Mailing Address: 5510 W Thorpe Rd By: Ken Record  
Spokane WA 99224 (Type or Print)

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0860
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	WTE 17-030
Agenda Item Type	Contract Item	Requisition #	CR 18721
Agenda Item Name	4490 - ELECTRICAL AND MECHANICAL INSTALLATION OF PORTABLE LIME		

Agenda Wording

This contract is for the electrical and mechanical connections for the portable lime system for the WTE.  
\$74,533.00 excluding taxes.

Summary (Background)

The WTE currently uses high calcium quicklime as part of its emission controls system. Water added to pebble lime creates slurry which is injected into the flue gas path to remove hydrochloric acid and SO2 and to reduce flue gas temperature. The excess, or unreacted lime, that remains falls out into the fly ash system and is used to control the PH of the combined ash. a byproduct of incineration.

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

Expense	\$ \$74,533.00	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 11/27/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	mdoval@spokanecity.org	
		bpaschal@spokanecity.org	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The fly ash at the WTE is mixed with water and phosphoric acid (WesPhix) before discharge to the open conveyor where it joins the bottom ash, forming combined ash. Based on our research and findings, with the addition of the Back End Lime System we are projecting a reduction in overall lime usage and the potential elimination of the WesPhix system. Elimination of the WesPhix System will result in annual savings of \$331,422. Based on an estimated backend lime feed rate of 4 to 5 tons per day and a lime reduction of 50 % through the APC, annual operating costs are reduced by approximately \$240,000 - \$360,000 and a total annual savings, with the elimination of phosphoric acid, between \$570,000 and \$690,000. The initial investment of \$304,000 is recovered within the first year of operation.

Fiscal Impact

Select \$

Select \$

Budget Account

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Distribution List




**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **WTE 17-030 Portable Lime System  
Electrical Mechanical Installation**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KNIGHT CONSTRUCTION & SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to hire Contractor for electrical and mechanical installation of portable lime system at the Waste to Energy Facility; and*

*WHEREAS, the Contractor was selected through an RFB issued by the City dated October 3, 2017.*

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

**1. TERM OF CONTRACT.**

The term of this Contract begins on December 18, 2017, and ends on December 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Contract is described in **Exhibit A**, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 **PORTABLE LIME SYSTEM ELECTRICAL MECHANICAL INSTALLATION in Public Works Bid WTE #17-030**.

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY FOUR THOUSAND FIVE HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$74,533.00)**, unless modified by a written amendment to this Contract. This is the maximum amount to

be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** 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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. 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 **Solid Waste Disposal Department**, and are incorporated into this Contract by reference, as if they were set forth at length.

#### **6. 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.

**7. 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 Washington State Department of Labor and Industries (L & I); 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.

#### **8. 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.

#### **9. STATE PREVAILING 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.

#### **10. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

#### **11. CITY OF SPOKANE BUSINESS LICENSE.**

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.

#### **12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **13. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

#### **14. INDEMNIFICATION.**

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 Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. 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. 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) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. 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. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. 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. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

## 15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

- 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 \$1,000,000 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;
  - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and
- 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; and
- 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.

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## 16. SUBCONTRACTOR RESPONSIBILITY.

- A. 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. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

#### **20. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

#### **21. ANTI KICK-BACK.**

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 this Contract.

## 22. CONSTRUCTION.

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.

## 23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warrants all work, labor and materials under this Contract shall be in accord with the Contract documents. 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 his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

## 24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/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 City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**CONTRACTOR**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Contractor's General Scope of Work  
Payment / Performance Bond  
Attachment A – Certification Regarding Debarment

U2017-205



**PAYMENT / PERFORMANCE BOND**

We, **KNIGHT CONSTRUCTION & SUPPLY INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY FOUR THOUSAND FIVE HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$74,533.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **WTE #17-030 Portable Lime System Electrical Mechanical Installation**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**KNIGHT CONSTRUCTION & SUPPLY INC.,**  
AS PRINCIPAL

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

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was authorized to  
sign the document and acknowledged it as the agent or representative of the named surety company  
which is authorized to do business in the State of Washington, for the uses and purposes therein  
mentioned.

DATED: \_\_\_\_\_

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

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

Approved as to form:

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

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> <div>Name of Subrecipient / Contractor / Consultant (Type or Print)</div>	<hr/> <div>Program Title (Type or Print)</div>
<hr/> <div>Name of Certifying Official (Type or Print)</div>	<hr/> <div>Signature</div>
<hr/> <div>Title of Certifying Official (Type or Print)</div>	<hr/> <div>Date (Type or Print)</div>

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Purchase and Installation of Back End Lime Silo System at the WTE
<b>Date:</b>	November 27, 2017
<b>Author (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<u>Background/History:</u>	
<p>The fly ash at the Waste to Energy (WTE) Facility is mixed with water and phosphoric acid (WesPhix) before discharge to the open conveyor where it joins the bottom ash, forming combined ash. Based on our research and findings as depicted in this document, with the addition of the Back End Lime System we are projecting a reduction in overall lime usage and the potential elimination of the WesPhix system. The Back End Lime Project consists of a pre-fabricated lime silo storage unit complete with a conveying system, the installation of electrical and mechanical connections and the construction of a concrete slab upon which the new system will set. The components of the Project were competitively bid and upon approval will be awarded to three (3) local companies. Elimination of the WesPhix System will result in annual savings of \$331,422. Based on an estimated backend lime feed rate of 4 to 5 tons per day and a lime reduction of 50 % through the APC, annual operating costs are reduced by approximately \$240,000 - \$360,000 and a total annual savings, with the elimination of phosphoric acid, between \$570,000 and \$690,000. The initial investment of \$304,000 is recovered within the first year of operation. The installation, start up and commissioning of equipment is anticipated to start between May and June of 2018 with a gradual reduction in phosphoric acid usage combined with testing to support the elimination of the WesPhix System by October, 2018. The target date for total implementation, supported by testing for the decommissioning of the WesPhix System, is between October and December of 2018.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>• This project includes: the purchase of a 52-ton capacity Portable Lime Silo solicited under RFB#4422-17, from WEMCO, Inc., of Spokane Concrete Slab design and Installation by Wm Winkler of Spokane. The low bidder in response to WTE 17-029. Electrical and Mechanical Installation of the System by Knight Construction of Deer Park. The only bidder in response to WTE 17-030.</li> <li>• The addition of the lime in the fly ash stream with the Back End Lime System will allow us to more accurately regulate the amount of lime needed to maintain the PH in the combined ash.</li> <li>• By regulating the feeding of lime used at the front of the process, but still maintaining our emission control parameters, we will reduce the maintenance costs on the equipment.</li> <li>• We will reduce labor costs associated with the over feeding of lime into the emission controls system.</li> <li>• Upon substantiating the elimination of WesPhix system we will also see a decrease in maintenance and labor costs associated with the elimination of phosphoric acid.</li> <li>• The process change will result in a long term reduction in labor required to maintain the system, a reduction in maintenance cost, a reduction in the amount of lime purchased, and the elimination of one chemical used in our process.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Annual/Reoccurring expenditure? ☐ Yes ☒ No

Specify funding source: \$304,000.000, included in the 2017 Capital Budget for the Solid Waste Disposal Department

Operations Impact:

Consistent with current operations? ☐ Yes ☒ No

Requires change in current operations? ☒ Yes ☐ No

Specify operations change:

This Back End Lime System involves adding lime to the fly ash to allow us to reduce the amount of lime added to the emissions control system, and to eliminate the use of phosphoric acid.

≤\$25,000 - Single Craft/Trade  
≤\$40,000 - Multiple Craft/Trade

## BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **WTE 17-030 Portable Lime System Electrical Mechanical Installation**

The undersigned firm has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

\$ 74,533.00

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. KNIGHCS281ON

U.B.I. Number 600 074 664

Washington Employment Security Department Number 357105-00-6

Washington Excise Tax Registration Number 600 074 664

City of Spokane Business License Number T12001102BUS

The firm acknowledges receipt of addendum number 1,2,3 and agrees that its requirements have been included in this Bid.

The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. YES X NO

KCS shall provide a retainage bond at the time of award in lieu of 10% retainage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Knight Const. & Supply, Inc.

SIGNATURE: 

TITLE: Vice President PHONE: (509) 276-2229

ADDRESS: 28308 N. Cedar Road, Deer Park, WA 99006

≤\$25,000 – Single Craft/Trade

≤\$40,000 – Multiple Craft/Trade

- Total foot print dimensions of system
- Fifth wheel assembly sized accordingly
- 10,000 lb. axles with electric brakes and tires
- Highway light package
- Pulse jet dust collector sized for the application
- Pressure relief valve sized for the application
- Manhole access
- Trailer jack
- Vibrator on discharge cone
- 8 each external aeration pads with manifold
- 4" fill line equipped with a quick disconnect fitting
- Caged ladder with lighting that meets or exceeds OSHA/DOSH standards
- Top railing with lighting that meets or exceeds OSHA/DOSH standards
- 1 each screw conveyor powered by a 3ph motor with VFD controls with two bottom discharge points each equipped with an air actuated slide gate for isolation. The length of the screw for bidding purposes is anticipated to be 30 feet in length. The two discharge points on the conveyor are anticipated to be at the 24 and 30 foot points. The slide gates at the discharge points will be equipped with a drop chute. The length of each drop chute is assumed to be 6 feet
- 1 each rotary feeders powered by a 3ph motor with VFD controls
- 1 each high & low-level indicators with light package
- 1 each Bin Bob continuous level monitor
- 1 NEMA 4X UL labeled control panel with disconnect, 120v control transformer, variable frequency drives and fusing, VFD adjustment switches will be mounted on the enclosure door for adjusting feed rates
- Compressed air requirements: pressure and cfm
- Electrical power requirements by component
- Water requirements (if applicable): quality, pressure and gpm
- Delivery Date
- Delivery charges
- Setup charges



≤\$25,000 – Single Craft/Trade  
≤\$40,000 – Multiple Craft/Trade

## CITY OF SPOKANE

**WTE 17-030**

### **Portable Lime System Electrical Mechanical Installation**

## **REQUEST FOR BIDS**

**10/3/2017**

### SECTION III. TECHNICAL REQUIREMENTS

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 described Work.

2. SCOPE OF WORK.

The City of Spokane Solid Waste Disposal Waste to Energy Facility (WTEF) is requesting bids to provide Electric, Air and Mechanical equipment, runs and connects for a yet to be determined supply location to the intended location for (1) one portable lime system to be procured in support of our efforts to add hydrated lime into our fly ash stream. The winning bidder will provide detail drawings for approval prior to the start of the project and will provide "As Built Drawings" upon completion of all work. The drawings will be noted as belonging to the City of Spokane so that they can be used in the future for distribution for future work.

A brief description of the anticipated system is as follows:

The system will introduce hydrates lime at an anticipated maximum feed rate of 3 to 5 tons per day. Deliveries will average 32 tons per delivery to allow us to manage cost. This equates to an estimated maximum of 58 deliveries per year. The system needs to be sized to accommodate a 32 ton delivery plus 4 days (20 ton) reserve or 52 ton capacity. The facility has limited 220v power available so all major electrical components must be specified for 480V. Controls and minor components should be quoted in 110v. The silo will have a slide gate at the discharge of the cone that isolates the silo from a rotary feeder mounted below the slide gate. The rotary feeder will discharge into a screw conveyor that will transport the hydrated lime to one of two fly ash drag conveyors. Equipment recommendations are listed below and to be spelled out in the winning bidder's proposal.

The successful bid will include, at a minimum, the following information and components in their package for your consideration in quoting the electrical, mechanical and air supply runs. Items in red will be further defined upon receipt of the bids for the portable lime system:

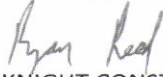
- 1 each Portable Silo with a 52 tons capacity based on product weight of 30 lbs. cu/ft.
- Diameter of silo
- Height of silo



Rick Rinderle  
November 17, 2017  
Page 2 of 2

We appreciate the opportunity to provide this quote. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ryan Reed". The signature is written in a cursive, slightly slanted style.

KNIGHT CONST. & SUPPLY, INC.  
Ryan Reed  
Project Manager & Estimator

Construction with Integrity Since 1968



GENERAL CONTRACTORS  
BUILDING SUPPLIES  
Phone 1-509-276-2229  
Fax 1-509-276-6055  
28308 N. CEDAR RD.  
DEER PARK, WA 99006

November 17, 2017

Rick Rinderle  
Spokane Waste to Energy Facility  
2900 S Geiger Blvd  
Spokane, WA 99224-5400

**Re: Portable Lime System Electrical Mechanical Installation**

Dear Mr. Rinderle,

Knight Construction & Supply, Inc. (KCS) is pleased to provide the following Lump Sum Price for the work as described in your Request for Bid WTE 17-030, dated 10-3-17.

**Price to supply electric, air and potable water to the WTE's Portable Lime System: \$74,533.00**

**Clarifications**

**Portable Lime System and Equipment Supply:**

KCS's pricing does not include supply of the Portable Lime System, which will be provided by other. Furthermore, as part of this project KCS shall not provide any of the equipment listed, as bullet items, on page 6 of the WTE 17-030 Request for Bid (RFB).

**Mechanical Drawings and As-built Drawings:**

As specified in the RFB, KCS has included the cost to provide Mechanical Drawings and As-Built Drawings for this project. The Mechanical Drawings shall show the proposed routing of the air, water and electrical conduit to be installed. The As-built Drawings will show the as installed location for each of these runs.

**Exclusions:**

- Seismic Bracing and Seismic Engineering for the air, water and electrical conduit supports
- Design Engineering
- Sales Tax

**Inclusions:**

- Knight will provide tools, materials, labor and equipment needed to complete work described in the WTE 17-030 Request for Bid, with the clarifications above.

Construction with Integrity Since 1968



GENERAL CONTRACTORS  
BUILDING SUPPLIES  
Phone 1-509-276-2229  
Fax 1-509-276-6055  
28308 N. CEDAR RD.  
DEER PARK, WA 99006

REQUEST FOR BID #WTE 17-030

## Portable Lime System Electrical Mechanical Installation

BID DATE: November 17, 2017 @ 9:00 AM

TO:

CITY OF SPOKANE  
ATTN: RICK RINDERLE  
2900 S. GEIGER BLVD.  
SPOKANE, WA 99224-5400

FROM:

KNIGHT CONST. & SUPPLY, INC.  
28308 N. CEDAR RD.  
DEER PARK, WA 99006

ORIGINAL

△\$25,000 – Single Craft/Trade  
△\$40,000 – Multiple Craft/Trade

## SUBCONTRACTOR LIST

PROJECT TITLE: WTE 17-030 Portable Lime System Electrical Mechanical Installation

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:  
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

  X   NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

11/17/2017  
Date

  
\_\_\_\_\_  
Signature of Authorized Representative

30 October 2017

## ADDENDUM NO. 1

### REQUEST FOR BIDS # WTE 17-030 Portable Lime System Electrical Mechanical Installation

This Addendum No. 1 to Request for Bids # WTE 17-030

Portable Lime System Mechanical Installation is being issued to notify of new dates for:

➤ **Mandatory pre-bid conference:**

Will be held on TUESDAY, November 7, 2017 at 9:00AM.

➤ **Submission of Bids:** Is hereby changed

To: 9:00A.M. Pacific Local Time on November 17, 2017

From: 9:00A.M. Pacific Local Time on November 6, 2017

  
Rick Rinderle  
Buyer

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

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

  
Authorized Signature David A. Knight, Vice President



7 November 2017

## ADDENDUM NO. 2

### REQUEST FOR BIDS # WTE 17-030 Portable Lime System Electrical Mechanical Installation

This Addendum No. 2 to Request for Bids # WTE 17-030

Portable Lime System Electrical Mechanical Installation is being issued to recap Mandatory Site Visit that was conducted TUESDAY, November 7, 2017 at 9:00AM.

- **A Hand out was provided, which is depicted below:**

- Plant Air to the location
  - @ 125psi
  - 3 Each Slide Gates
  - 1 each Baghouse Cleaning system Pulse Jet
    - To be vented into the Process Building
- Water - Eye Wash Station
  - Portable Water
  - City Water Pressure
  - Insulated
  - Heat Traced
- Electrical
  - 1 Each Rotary Feeder
    - 5 hp - 480v - 20 amps
  - 1 Each Blower
    - 1 hp - 110v 15 amps
  - 1 each Screw Conveyor
    - 5 hp - 480 v - 20 amps
  - 1 Each Master Control Panel
    - 2 Each VFD's
      - 480 v 20 amps
    - Controls and Instrumentation
      - 110 v 25 amps
- Silo System
  - Weight
    - Lime 52 tons capacity
    - System 10 tons
  - Containment
    - Must have a containment curb around the slab without drainage

- Contractors were shown Location where were Concrete Slab would be required (Northside of Fabric Filter Bldg.), to advising Contractors bid would need to take into account "Venting Requirement". Contractor would be required to vent portable silo system to plant, so that emissions are vented into the plant; no emission are to be released in the environment outside the Plant.

**Question is the size of venting that would be required?**

Response: Vent sizing required is expected to be 3" or 4"

- Contractors were shown Locations inside the Plant where Air, Electric, and Water Connections could be tied into, and it was stated the Contractor would be responsible for running Air, Electric and Water from Plant to Silo Locations. Heat Traced requirements were discussed as noted above in regards to handout.
- Contractor bid would take into account providing eyewash station.

- Contractor bid would need to take into account "anchoring" portable silo system to concrete slab. It was stated Contractor would not have any requirements to bring portable silo system on line, nor have any requirements for erecting the portable lime silo.
- 
- Contactor bid would need to take into account "All Slide Gate Associated Requirements" enabling portable silo to have access to each of the two conveyor screws.

**Rick Rinderle**  
**Buyer**

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

**The undersigned acknowledges receipt of this Addendum.**

Knight Const. & Supply, Inc.

**Company**

  
**Authorized Signature** David A. Knight, Vice President

14 November 2017

### ADDENDUM NO. 3

#### REQUEST FOR BIDS # WTE 17-030 Portable Lime System Electrical Mechanical Installation

This Addendum No. 3 to Request for Bids # WTE 17-030  
Portable Lime System Electrical Mechanical Installation is being issued to:

-Vendor will "not" be responsible for providing "The Eyewash Station"; however,  
Vendor shall still be responsible for providing/installing Insulated and Heat Traced Water Line from  
inside the Plant to Silo Location, as was address by Addendum 2.

Rick Rinderle  
Buyer

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

The undersigned acknowledges receipt of this Addendum.

Knight Const. & Supply, Inc.

Company

  
Authorized Signature David A. Knight, Vice President



## Rinderle, Rick

---

**From:** Alice Brown <alice@knightconst.com>  
**Sent:** Friday, November 17, 2017 8:33 AM  
**To:** Rinderle, Rick; Dave Knight  
**Cc:** Ryan Reed; Melvern Craven; Pam Pardo  
**Subject:** RFB #WTE 17-030 Portable Lime System Electrical Mechanical Installation  
**Attachments:** Knight Proposal RFB #WTE 17-030.pdf  
  
**Importance:** High

Mr. Rinderle,

Attached please find Knight Construction & Supply, Inc.'s proposal for Request For Bid #WTE 17-030: Portable Lime System Electrical Mechanical Installation. Please confirm receipt.

Sincerely,

Alice Brown  
Knight Const. & Supply, Inc.  
28308 N. Cedar Road  
Deer Park, WA 99006  
{509} 276-2229



**CITY OF SPOKANE**  
**WTE 17-030**  
**Portable Lime System Electrical Mechanical Installation**  
**REQUEST FOR BIDS**  
**10/3/2017**

**PRE-BID CONFERENCE.** A mandatory pre-bid conference will be held on THURSDAY, October 26, 2017 at 9:00AM. The location will be at the Waste to Energy Facility Admin Offices, 2900 S Geiger Blvd., Spokane WA.

**SECTION I. BID PREPARATION AND EVALUATION**

1. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
2. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 9:00A.M. Pacific Local Time on November 6, 2017 to Rick Rinderle at 2900 S. Geiger Blvd, Spokane, WA 99224-5400.
3. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
4. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
5. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
6. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
7. **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 Bid process 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.
8. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.



≤\$25,000 – Single Craft/Trade  
≤\$40,000 – Multiple Craft/Trade

9. PUBLIC WORK REQUIREMENTS. The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids.

10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

## SECTION II. GENERAL REQUIREMENTS

1. SCOPE OF WORK. Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.

2. PROJECT CONTACT. The Project contact for the City of Spokane is:

Name: David W. Paine  
Department: Solid Waste Disposal Waste to Energy  
Phone: 509-625-6878  
Email: dpaine@spokanecity.org

3. COMPLETION TIME. All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by 30 calendar days.

4. LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of ZERO DOLLAR (\$0.00) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.

5. INTENT OF SPECIFICATIONS. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.

6. WASHINGTON STATE RETAIL SALES TAX.

A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.

B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on



≤\$25,000 – Single Craft/Trade  
≤\$40,000 – Multiple Craft/Trade

materials in its Bid price. The City will NOT pay retail sales tax as a separate item.

7. PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. GUARANTY. 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 further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
  - 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 \$1,000,000 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 are additional insureds but only with respect to the Contractor's services to be provided under the contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required 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 the 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional



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insured”, and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State 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 (L & I).
- 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 State prevailing wages for this Project is November 6, 2017.
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.

13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of 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 the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
- b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.



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- c. 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 than the amount sufficient to pay the claim and potential legal costs.

14. FILING FEES. The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the

Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.

### SECTION III. TECHNICAL REQUIREMENTS

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 described Work.

2. SCOPE OF WORK.

The City of Spokane Solid Waste Disposal Waste to Energy Facility (WTEF) is requesting bids to provide Electric, Air and Mechanical equipment, runs and connects for a yet to be determined supply location to the intended location for (1) one portable lime system to be procured in support of our efforts to add hydrated lime into our fly ash stream. The winning bidder will provide detail drawings for approval prior to the start of the project and will provide "As Built Drawings" upon completion of all work. The drawings will be noted as belonging to the City of Spokane so that they can be used in the future for distribution for future work.

A brief description of the anticipated system is as follows:

The system will introduce hydrates lime at an anticipated maximum feed rate of 3 to 5 tons per day. Deliveries will average 32 tons per delivery to allow us to manage cost. This equates to an estimated maximum of 58 deliveries per year. The system needs to be sized to accommodate a 32 ton delivery plus 4 days (20 ton) reserve or 52 ton capacity. The facility has limited 220v power available so all major electrical components must be specified for 480V. Controls and minor components should be quoted in 110v. The silo will have a slide gate at the discharge of the cone that isolates the silo from a rotary feeder mounted below the slide gate. The rotary feeder will discharge into a screw conveyor that will transport the hydrated lime to one of two fly ash drag conveyors. Equipment recommendations are listed below and to be spelled out in the winning bidder's proposal.

The successful bid will include, at a minimum, the following information and components in their package for your consideration in quoting the electrical, mechanical and air supply runs. Items in red will be further defined upon receipt of the bids for the portable lime system:

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- 1 each Portable Silo with a 52 tons capacity based on product weight of 30 lbs. cu/ft.
- Diameter of silo
- Height of silo
- Total foot print dimensions of system
- Fifth wheel assembly sized accordingly
- 10,000 lb. axles with electric brakes and tires
- Highway light package
- Pulse jet dust collector sized for the application
- Pressure relief valve sized for the application
- Manhole access
- Trailer jack
- Vibrator on discharge cone
- 8 each external aeration pads with manifold
- 4" fill line equipped with a quick disconnect fitting
- Caged ladder with lighting that meets or exceeds OSHA/DOSH standards
- Top railing with lighting that meets or exceeds OSHA/DOSH standards
- 1 each screw conveyor powered by a 3ph motor with VFD controls with two bottom discharge points each equipped with an air actuated slide gate for isolation. The length of the screw for bidding purposes is anticipated to be 30 feet in length. The two discharge points on the conveyor are anticipated to be at the 24 and 30 foot points. The slide gates at the discharge points will be equipped with a drop chute. The length of each drop chute is assumed to be 6 feet
- 1 each rotary feeders powered by a 3ph motor with VFD controls
- 1 each high & low-level indicators with light package
- 1 each Bin Bob continuous level monitor
- 1 NEMA 4X UL labeled control panel with disconnect, 120v control transformer, variable frequency drives and fusing, VFD adjustment switches will be mounted on the enclosure door for adjusting feed rates
- Compressed air requirements: pressure and cfm
- Electrical power requirements by component
- Water requirements (if applicable): quality, pressure and gpm
- Delivery Date
- Delivery charges
- Setup charges



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## BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **WTE 17-030 Portable Lime System Electrical Mechanical Installation**

The undersigned firm has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

\$ \_\_\_\_\_

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. \_\_\_\_\_

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business License Number \_\_\_\_\_

The firm acknowledges receipt of addendum number \_\_\_\_\_ and agrees that its requirements have been included in this Bid.

The firm agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. \_\_\_\_\_ YES \_\_\_\_\_ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_



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## SUBCONTRACTOR LIST

PROJECT TITLE: **WTE 17-030 Portable Lime System Electrical Mechanical Installation**

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:  
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0861
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	WTE 17-029
Agenda Item Type	Contract Item	Requisition #	CR 18722
Agenda Item Name	4490 - DESIGN AND INSTALL OF CONCRETE SLAB FOR BACK END LIME SYSTEM		

Agenda Wording

This contract is for the Portable Lime System Concrete Slab Design and Installation for the WTE. WM Winkler was the lowest cost bidder at \$53,240.00 excluding taxes.

Summary (Background)

The WTE currently uses high calcium quicklime as part of its emission controls system. Water added to pebble lime creates slurry which is injected into the flue gas path to remove hydrochloric acid and SO2 and to reduce flue gas temperature. The excess, or unreacted lime, that remains falls out into the fly ash system and is used to control the PH of the combined ash, a byproduct of incinerations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 57,925.12	# 4490-44100-94000-56410	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u> PIES 11/27/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	CLINE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	mdoval@spokanecity.org
		bpaschal@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The fly ash at the WTE is mixed with water and phosphoric acid (WesPhix) before discharge to the open conveyor where it joins the bottom ash, forming combined ash. Based on our research and findings, with the addition of the Back End Lime System we are projecting a reduction in the overall lime usage and the potential elimination of the WesPhix system. Elimination of the WesPhix System will result in annual savings of \$331,422. Based on an estimated back end lime feed rate of 4 to 5 tons per day and a lime reduction of 50% through the APC, annual operating costs are reduced by approximately \$240,000 to \$360,000 and a total annual savings between \$570,000 and \$690,000. The initial investment of \$304,000 is recovered with the first year of operation.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List




**City of Spokane**

**PUBLIC WORKS CONTRACT**

**Title: Portable Lime System Concrete Slab  
Design & Installation – WTE 17-029**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **WM WINKLER COMPANY**, whose address is P.O. Box 430, 5516 North Starr Road, Newman Lake, Washington 99025, as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 **WTE 17-029 PORTABLE LIME SYSTEM CONCRETE SLAB DESIGN & INSTALLATION.**

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 Solid Waste Disposal Department, and are incorporated into this Contract by reference, as if they were set forth at length. In the event of a conflict, ambiguity, or dispute, the City Contract and contract documents control.

3. **COMPENSATION / PAYMENT.**  
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **FIFTY THREE THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$53,240.00)**, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Solid Waste Disposal Department, 2900 South Geiger Blvd., Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Ten percent (10%) 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.

4. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.

5. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
6. TERMINATION. Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
7. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A for the actual quantities furnished for each bid item.
8. TAXES. An exemption is claimed from payment of sales tax on this project as authorized by law. All taxes paid by the Contractor shall be included in its unit bid prices or any other compensation to be paid under the Contract.
9. PAYMENT. The Contractor will send its applications for payment to the Solid Waste Disposal, 2900 South Geiger Blvd., Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
10. 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.**
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

13. WAGES. Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

14. 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. 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.

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with

respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

20. 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.

21. 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.

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

23. 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.

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

25. 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.

26. 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.

27. 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.

28. 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 Engineering Services, and the Contract time and compensation will be adjusted accordingly.



29. **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.

30. **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:

Approved as to form:

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

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

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

**WM WINKLER COMPANY**

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

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

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

DUNS No. \_\_\_\_\_

Attachments that are a part of this Contract:

Exhibit A – Contractors general scope of work  
Schedule A  
Debarment Certification

U2017-204

## ATTACHMENT A

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/>	<hr/>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<hr/>	<hr/>
Name of Certifying Official (Type or Print)	Signature
<hr/>	<hr/>
Title of Certifying Official (Type or Print)	Date (Type or Print)
<hr/>	<hr/>

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY  
**CONTRACT REQUEST FORM**

Requesting Department: 4490 – Solid Waste Disposal

Contact Person: Tia Tauscher Phone: 625-6522

Type of Contract: ☒ New Contract ☐ Renewal  
☐ Amendment ☐ Extension

What work or service is being provided: Design and Installation of Concrete Slab for Portable Lime System at the WTE

If Request Is For Amendment, Renewal or Extension, Provide OPR #: \_\_\_\_\_

Contractor/Consultant Name: WM Winkler Company

Contractor/Consultant Address: PO Box 430/ 5516 N. Starr Road, Newman Lake, WA 99025

Contract Begin Date: 12/18/17 Contract End Date: 12/31/18

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): \$53,240.00

Funding Sources (e.g., CD, Dept. of Justice, Etc.): Solid Waste Disposal 2017 Capital budget

Federal Funding (DWSRF, CWSRF, WSDOT, FHWA, Etc.): No Federal funds

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

If Yes, Provide City's Specifications And / Or City's Request for Proposals. Attached

If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote. Attached

If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments:

Provide Reason For Amendment.

Provide Desired Changes In Contract Wording.

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**\*\*\*IF THIS IS A PUBLIC WORKS CONTRACT REQUEST\*\*\***

Prevailing Wages: Yes, public works

Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The Contractor? ☒ Yes ☐ No

If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☐ No Wage Decision No. \_\_\_\_\_

Performance / Payment Bond:

Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond By The Contractor? ☐ Yes ☐ No

For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage In Lieu Of A Bond? ☐ Yes ☐ No

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>\$40,000 & <\$90,000 – Multiple Craft/Trade

## CITY OF SPOKANE

WTE 17-029

### Portable Lime System Concrete Slab Design & Installation

10/3/2017

## REQUEST FOR BIDS (RFB)

**PRE-BID CONFERENCE.** A mandatory pre-bid conference will be held on THURSDAY, October 26, 2017 at 9:00AM. The location will be at the Waste to Energy Facility Admin Offices, 2900 S Geiger Blvd., Spokane WA.

### SECTION I. BID PREPARATION AND EVALUATION

1. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's Firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
2. SUBMISSION OF BIDS. Submit one (1) copy of the Bid by 9:00A.M. Pacific Local Time on November 6, 2017 to Rick Rinderle at 2900 S. Geiger Blvd, Spokane, WA 99224-5400.
3. CONTRACTOR'S REPRESENTATION. The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
4. QUALIFICATION. Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
5. AWARD OF CONTRACT. Award of Contract, when made by the City, will be to low responsive responsible Contractor. Unsuccessful Contractors will not automatically be notified of results.
6. PAYMENT. **Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law.** If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
7. 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 Bid process 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.
8. CONTRACTOR REGISTRATION. The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.
9. PUBLIC WORK REQUIREMENTS. The scope of work for this Project constitutes a Public Work under Washington State Law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State Prevailing Wages, the corresponding requisite filings of the

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>\$40,000 & ≤\$90,000 – Multiple Craft/Trade

Washington Labor & Industries (L & I) "Statement of Intent" and "Affidavit" forms, purchasing of a Payment/Performance Bond, Request for 10% Retainage in lieu of Bond for Projects \$150,000 & under, Statutory 5% Retainage and sales tax implications in making their Bids.

10. PROJECT CONTACT.

The Project contact for the City of Spokane (Owner) is:

Name: David W. Paine

Department: Solid Waste Disposal Waste to Energy

Phone: 509-625-6878

Email: dpaine@spokanecity.org

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201

"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is partially hereby referenced and included, and shall be part of the Contract Documents. Copies of AIA documents are available for purchase from the American Institute of Architects (AIA) 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 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. 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 defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.

B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate

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that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will NOT pay retail sales tax as a separate item.

### 3.7 PERMITS, FEES AND NOTICES

#### 3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. 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.

### 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 (Title 51) and was the subject of mutual negotiation.

## 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:

If this Request For Bids (RFB) includes the City's provided Bid Form (at the end of this document), the Contractor shall at time of Bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the Contract, will subcontract for performances of the Work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those

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materialmen who are to furnish materials or equipment fabricated to a special design).

## ARTICLE 8 - TIME

8.4 Add a new section to read:

### 8.4 LIQUIDATED DAMAGES

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 (LD's) for this Work as set forth in the Bid proposal.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 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 Statutory Retainage pursuant to chapter 60.28 RCW. Ten percent (10%) can be requested to be withheld in lieu of Performance/Payment Bond for Projects \$150,000 & under.

### 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 RCW 60.28, the City will retain five percent (5%) (or ten percent (10%) if no Performance/Payment Bond posted) from the monies earned by the Contractor. The Statutory Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, materialmen or material supplier who performs any labor or furnishes any supplies toward the Work. Release of the Statutory Retainage will be made forty five (45) days following final acceptance of the Work provided all state required releases have been received, Washington L & I Forms complete, and no claims have been filed against the Project. In the event a claim is filed, the Contractor shall be paid a portion of the Statutory Retainage, 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 (L & I) before submittal. Unless otherwise authorized by L & I, each voucher claim (invoice) submitted by a Contractor for payment on a Project estimate shall have a certification which states that the State Prevailing Wages have been paid in

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accordance with the prefiled "Statement(s) of Intent to Pay Prevailing Wages".

The fee for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid is" forty dollars (\$40.00) for each L & I Form. The Contractor is responsible for payment of these fees and shall make all application directly to L & I. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor; provided the Contractor has submitted 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 (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA 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 of 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 coverage:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the Amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the Contract. It shall provide that the City, its officers, and employees and the Architect are Additional Insureds but only with respect to the Contractor's services to be provided under the Contract; and
- 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



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coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The Contractor's COI shall specify the City of Spokane as Additionally Insured, and all of the parties who are Additionally Insured; and include applicable policy endorsements 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/Payment Bond to the Owner on the form to be provided by the Owner, equal to one hundred percent (100%) of the Contract price. The Bond is to insure faithful and complete performance of the Contract and payment of all obligations to laborers, subcontractors and materialmen arising from the Project. The Bond is 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 underwriting Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570 as amended.

On Contracts of \$35,000 or less, in lieu of a Performance/Payment Bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

## 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 Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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

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>\$40,000 & <\$90,000 – Multiple Craft/Trade  
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 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 this Contract.

13.10 Add a paragraph 13.10 to read:

**PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.**

- A. The State 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 (L & I).
- 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 L & I:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.  
It is the obligation of the Contractor to inquire via this L & I website, the current prevailing wage rates applicable to this classification of Work, as well as to ensure the corresponding payment of this State Prevailing Wage per the classification. Based on the Bid submittal deadline for this Project, the applicable effective date for State Prevailing Wages for this Project is November 6, 2017.
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

END OF SUPPLEMENTARY GENERAL CONDITIONS

>\$25,000 & ≤\$45,000 – Single Craft/Trade  
>\$40,000 & ≤\$90,000 – Multiple Craft/Trade

### SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.
2. SCOPE OF WORK.

The City of Spokane Solid Waste Disposal Waste to Energy Facility (WTEF) is requesting bids to design, and install a concrete slab at a yet to be determined location in support of the placement and installation for (1) one portable lime system to be procured in support of our efforts to add hydrated lime into our fly ash stream. The dimensions of the slab are estimated to be approximately 30'w x 30'l. For bidding purposes the total of the system to include the maximum product weight of 52 tons is a total estimated weight not to exceed of 100 tons. A typical system foot print is 15'w x 15'l x 50'h. The thickness and design calculations for the slab used by the bidder in the evaluation/determination of the cost proposal will be detailed in the proposal by the bidder. The winning bidder will provide detail drawings for approval prior to the start of the project and will provide "As Built Drawings" upon completion of all work. The drawings will be noted as belonging to the City of Spokane so that they can be used in the future for distribution for future work.

A brief description of the anticipated system is as follows:

The system will introduce hydrates lime at an anticipated maximum feed rate of 3 to 5 tons per day. Deliveries will average 32 tons per delivery to allow us to manage cost. This equates to an estimated maximum of 58 deliveries per year. The system needs to be sized to accommodate a 32 ton delivery plus 4 days (20 ton) reserve or 52 ton capacity. The facility has limited 220v power available so all major electrical components must be specified for 480V. Controls and minor components should be quoted in 110v. The silo will have a slide gate at the discharge of the cone that isolates the silo from a rotary feeder mounted below the slide gate. The rotary feeder will discharge into a screw conveyor that will transport the hydrated lime to one of two fly ash drag conveyors. Equipment recommendations are listed below and to be spelled out in the winning bidder's proposal

The successful bid will include, at a minimum, the following information and components in their package for your consideration in quoting the design and installation of the concrete slab designed to support the portable lime system. Items in red will be further defined upon receipt of the bids for the portable lime system:

- 1 each Portable Silo with a 52 tons capacity based on product weight of 30 lbs. cu/ft.
- Diameter of silo
- Height of silo

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>\$40,000 & ≤\$90,000 – Multiple Craft/Trade

- Total foot print dimensions of system
- Fifth wheel assembly sized accordingly
- 10,000 lb. axles with electric brakes and tires
- Highway light package
- Pulse jet dust collector sized for the application
- Pressure relief valve sized for the application
- Manhole access
- Trailer jack
- Vibrator on discharge cone
- 8 each external aeration pads with manifold
- 4" fill line equipped with a quick disconnect fitting
- Caged ladder with lighting that meets or exceeds OSHA/DOSH standards
- Top railing with lighting that meets or exceeds OSHA/DOSH standards
- 1 each screw conveyor powered by a 3ph motor with VFD controls with two bottom discharge points each equipped with an air actuated slide gate for isolation. The length of the screw for bidding purposes is anticipated to be 30 feet in length. The two discharge points on the conveyor are anticipated to be at the 24 and 30 foot points. The slide gates at the discharge points will be equipped with a drop chute. The length of each drop chute is assumed to be 6 feet
- 1 each rotary feeders powered by a 3ph motor with VFD controls
- 1 each high & low-level indicators with light package
- 1 each Bin Bob continuous level monitor
- 1 NEMA 4X UL labeled control panel with disconnect, 120v control transformer, variable frequency drives and fusing, VFD adjustment switches will be mounted on the enclosure door for adjusting feed rates
- Compressed air requirements: pressure and cfm
- Electrical power requirements by component
- Water requirements (if applicable): quality, pressure and gpm
- Delivery Date
- Delivery charges
- Setup charges

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>\$40,000 & <\$90,000 – Multiple Craft/Trade

## BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **WTE 17-029 Portable Lime System Concrete Slab Design & Installation**

The undersigned Firm/Contractor has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

\$ \_\_\_\_\_

Trench Safety System, if excavation greater than four feet (4') deep: \$ \_\_\_\_\_

The Firm/Contractor acknowledges receipt of the City's Addendum number \_\_\_\_\_ and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

### CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. \_\_\_\_\_

U.B.I. Number \_\_\_\_\_

Washington Employment Security Department Number \_\_\_\_\_

Washington Excise Tax Registration Number \_\_\_\_\_

City of Spokane Business Registration Number \_\_\_\_\_

COMPLETION TIME. All Work under the Contract shall be started after the date of notice to proceed. Work once started shall be completed by 30 calendar days.

LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (0\$0.00) for each and every day the Work remains uncompleted.

For Contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) Statutory Retainage in lieu of Bond. \_\_\_\_\_ YES \_\_\_\_\_ NO

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: WTE 17-029 Portable Lime System Concrete Slab Design & Installation

The undersigned Firm/Contractor has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

\$ \$53,240<sup>00</sup>

Trench Safety System, if excavation greater than four feet (4') deep: \$ 0

The Firm/Contractor acknowledges receipt of the City's Addendum number ONE/TWO and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. WMWINC\*935LA

U.B.I. Number 602 703 784

Washington Employment Security Department Number 364626 00 9

Washington Excise Tax Registration Number 602 703 784

City of Spokane Business Registration Number T1109985 1 BUS

COMPLETION TIME. All Work under the Contract shall be started after the date of notice to proceed. Work once started shall be completed by 30 calendar days.

LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (0\$0.00) for each and every day the Work remains uncompleted.

For Contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) Statutory Retainage in lieu of Bond. YES X NO *Held 10% in lieu of Bond*  
*MJP*

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM/CONTRACTOR NAME: Wm Winkler Company

SIGNATURE: 

TITLE: President PHONE: 509-489-6100

ADDRESS: PO Box 430/ 5516 N. Starr Rd, Newman Lake, WA 99025

SUBCONTRACTOR LIST

PROJECT NAME: WTE 17-029 Portable Lime System Concrete Slab Design & Installation

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:  
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER NONE

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

AMOUNT \$ \_\_\_\_\_

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

CONTRACTOR/SUPPLIER \_\_\_\_\_

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

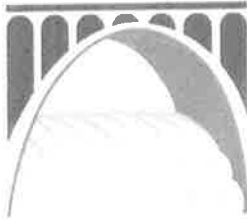
AMOUNT \$ \_\_\_\_\_

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

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



CITY OF



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (11/17/17), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Wm Winkler Company

Bidder's Business Name

Signature of Authorized Official\*

Brian J. Winkler

Printed Name

President

Title

November 17, 2017  
Date

Newman Lake  
City

WA  
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒  
State of Incorporation, or if not a corporation, State where business entity was formed:

N/A

If a co-partnership, give firm name under which business is transacted:

N/A

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

**THIS PAGE IS NOT REQUIRED TO BE INCLUDED WITH BID SUBMITTAL. PAGE MUST BE SUBMITTED WITHIN 24 HOURS UPON REQUEST BY CITY AFTER BID SUBMITTAL.**

7 November 2017

## ADDENDUM NO. 2

### REQUEST FOR BIDS # WTE 17-029 Portable Lime System Concrete Slab Design & Installation

This Addendum No. 2 to Request for Bids # WTE 17-029

Portable Lime System Concrete Slab Design & Installation is being issued to recap Mandatory Site Visit that was conducted TUESDAY, November 7, 2017 at 9:00AM.

- **A Hand out was provided, which is depicted below:**

- Plant Air to the location:
  - Ø 1250x
  - 3 Each Slide Gates
  - 1 each Baghouse Cleaning system Pulse Jet
    - To be vented into the Process Building
- Water
  - Eye Wash Station
  - Portable Water
  - Cold Water Pressure
  - Insulated
  - Heat Traced
- Electrical
  - 1 Each Rotary Feeder
    - 5 hp - 480v - 20 amps
  - 1 Each Blower
    - 1 hp - 110v - 15 amps
  - 1 each Screw Conveyor
    - 5 hp - 480v - 20 amps
  - 1 Each Master Control Panel
    - 2 Each VFD's
      - 480v - 20 amps
    - Controls and Instrumentation
    - 110v - 20 amps
- Silo system
  - Weight
    - Lime 52 tons capacity
    - System 10 tons
  - Containment
    - Must have a containment curb around the slab without drainage

- Contractors were shown Location where were Concrete Slab would be required (Northside of Fabric Filter Bldg.)

It was advised Contractor would have to:

- Take into account existing Sewer Line, so that it incorporated by any aspect of the slab.
- Slab would need to "go up to" and "be adjacent to building"
- It is expected that slab would be poured in Spring 2018
- Slab would need to be poured to incorporate a 6 Inch continuous curb on all sides of slab with no breaks. Access to the slab would be accomplished by stepping over the 6" curb.
  - Question can the curb be poured on to top of the slab?  
Response: No, the curb must be part of the slab,  
IE the slab and curb are to be "one-piece"

- Question is the overall weight design of the Concrete Slab to be based up a total tonnage of 62 Tons, which takes into account Lime Capacity of 52 Tons combined with the Portable Lime System Tonnage of 10 Tons?

Response: Yes, Concreted Design Should Be Based On 62 Tons.

- Question is excavation cost to be incurred for the slab to be include in concrete bid?

30 October 2017

## ADDENDUM NO. 1

### REQUEST FOR BIDS # WTE 17-029 Portable Lime System Concrete Slab Design & Installation

This Addendum No. 1 to Request for Bids # WTE 17-029  
Portable Lime System Concrete Slab Design & Installation is being issued to notify of new dates for:

- **Mandatory pre-bid conference:**  
Will be held on TUESDAY, November 7, 2017 at 9:00AM.
- **Submission of Bids:** Is hereby changed  
To: 9:00A.M. Pacific Local Time on November 17, 2017  
From: 9:00A.M. Pacific Local Time on November 6, 2017

7.1  
Rick Rinderle  
Buyer

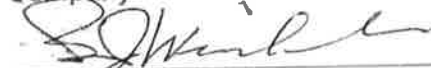
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**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR  
THE BID MAY BE CONSIDERED NON-RESPONSIVE.**

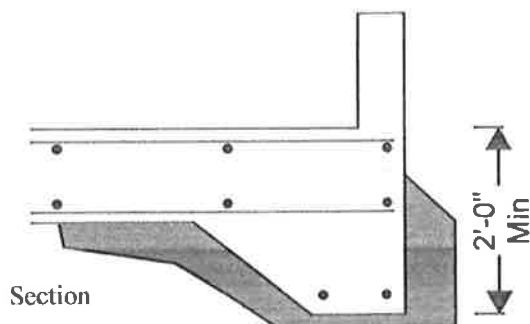
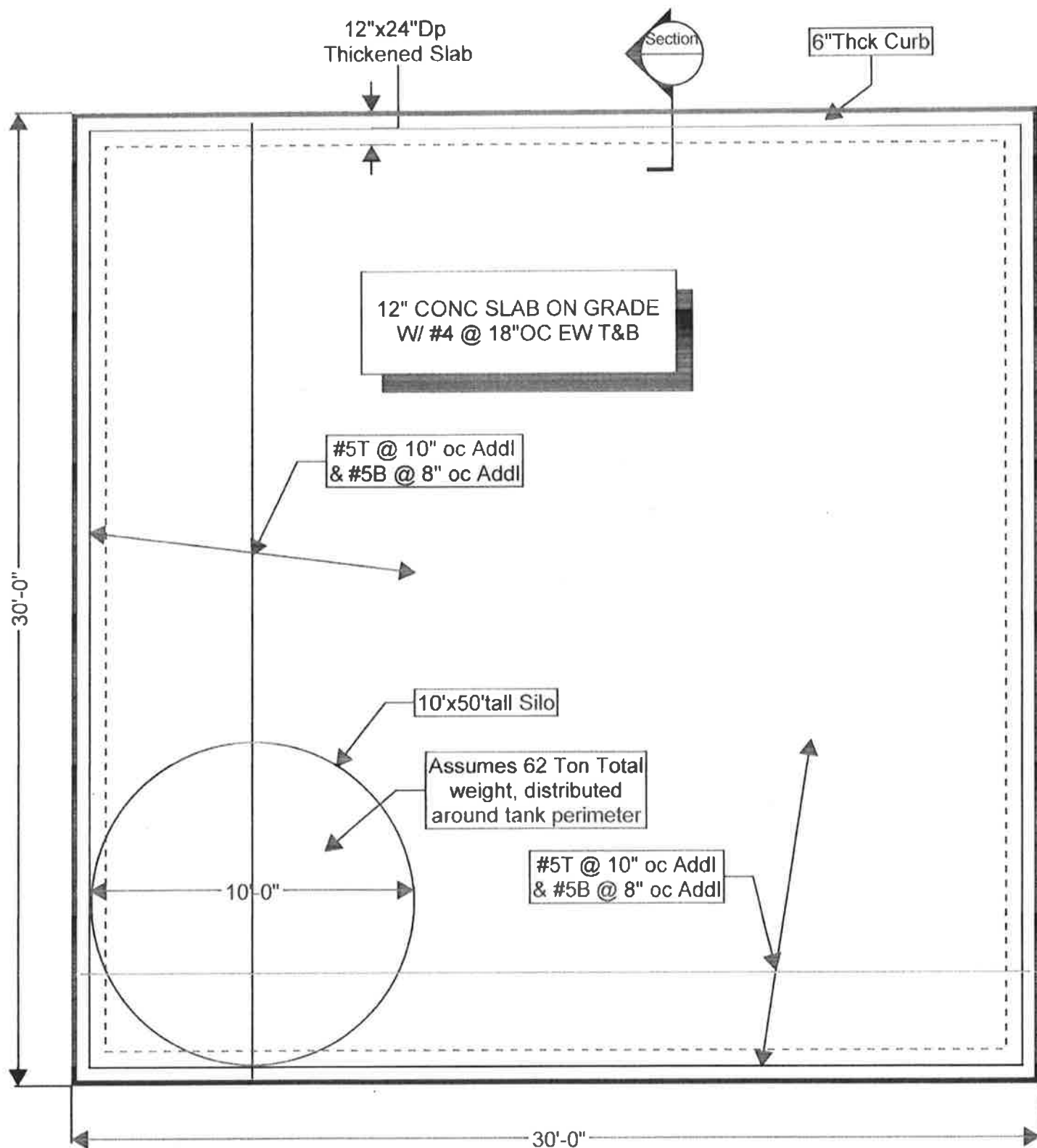
The undersigned acknowledges receipt of this Addendum.

Wm Winkler Company

Company



Authorized Signature



#### Notes:

This is a schematic design based on the following assumptions:

$f_c = 3000 \text{ psi}$

Allowable bearing pressure = 3000 psf

Soil Subgrade Modulus = 30 pci

Loading = As shown on plan

Final design drawings and calculations will be submitted after project is awarded.

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

OPR 2014-0747

Renews #Submitting Dept

SOLID WASTE DISPOSAL

Cross Ref #Contact Name/Phone

DAVID PAINE 625-6878

Project #Contact E-Mail

DPAINE@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4490 - AMENDMENT TO DIVCO CONTRACT FOR HVAC SYSTEMS AT WTE

Agenda Wording

Amendment to the contract for quarterly maintenance and unscheduled services calls for HVAC systems at the WTE.

Summary (Background)

HVAC systems at the Waste to Energy Facility require quarterly preventative maintenance and unscheduled services calls by qualified technicians. Due to unplanned service expenses, we require additional funding for this contract. We are requesting \$15,000 to cover additional expenses incurred in 2017, and \$10,000 to carry the contract through February 28, 2018 while we complete the formal bidding process for a new contract.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 25,000.00

# 4490-44100-37148-54201

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONKLIN, CHUCK

Study Session

PIES 12/11/17

Division Director

SIMMONS, SCOTT M.

OtherFinance

CLINE, ANGELA

Distribution ListLegal

DALTON, PAT

ttauscher@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

mdoval@spokanecity.org

bpaschal@spokanecity.org

**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**Solid Waste Disposal**  
**December 11, 2017**

---

**Subject**

Amendment and extension of contract with Divco, Inc., of Spokane, for quarterly preventative maintenance inspections and unscheduled service calls for HVAC systems at the WTE facility.

**Background**

The WTE facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility.

The original contract was for one year with the option of 4 one-year extensions. We are nearing the end of the 2<sup>nd</sup> extension and have incurred additional unplanned expenses that exceed the \$48,700 contract amount.

Cost for this amendment/extension is \$15,000.00 for the remainder of 2017, and an additional \$10,000 to extend through February 2018 while we go through the formal bidding process, for a total amount of \$25,000.00 excluding taxes.

**Impact**

The HVAC systems used at the waste to energy facility must be inspected on schedule, and all inspections and maintenance completed by certified technicians. This contract will allow for the continued safe operations of the HVAC systems at the WTE facility.

**Action**

Recommend Approval of this amendment covering services from January 1, 2017 through February 28, 2018.

**Funding**

Funding is included in the 2017 operations budget for the WTE facility.



**City of Spokane**  
**CONTRACT AMENDMENT /  
EXTENSION**

Title: **HVAC Quarterly Maintenance**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DIVCO, INC**, whose address is 715 North Madelia Street, Spokane, Washington 99202 as ("**Contractor**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City quarterly maintenance HVAC services and unscheduled service calls for the City's Waste to Energy Facility (WTEF) located at 2900 South Geiger Boulevard; and*

*WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 29, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on January 1, 2017 and shall end February 28, 2018.

**3. ADDITIONAL WORK.**

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

Cost of maintenance service and service calls has exceed initial estimates

**4. COMPENSATION.**

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

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

**DIVCO, INC.**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

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

N/A

U2017-200



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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

OPR 2017-0380

Renews #Submitting Dept

WATER &amp; HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

RAYLENE GENNETT EXT. 7909

Project #Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Bid #

SW48-17

Agenda Item Type

Contract Item

Requisition #

2018 FUNDS

Agenda Item Name

4100/4310 - 2018 UTILITY CUT SIDEWALK &amp; CURB REPAIRS

Agenda Wording

Renewal contract for 2018 Utility Cut Sidewalk and Curb Repairs with Bacon Concrete, Inc. (Spokane, WA) for \$125,000.00 including tax.

Summary (Background)

Small Works Roster Request for Bids #SW48-17 was opened April 6, 2017 to contract 2017 Utility Cut Sidewalk and Curb Repairs for the Water & Wastewater Maintenance departments. The business was awarded to Bacon Concrete, Inc. in accordance with the lowest minimum set-up fee and rates for most commonly used services. This contract renews the same services through 2018 at no change in cost. It represents the first of four (4) annual renewal options, with three (3) such options remaining.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 100,000.00

# 4100-42420-34148-54809-99999

Expense \$ 25,000.00

# 4310-43117-35148-54809-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SAKAMOTO, JAMES

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

Public Safety 12/4

Finance

CLINE, ANGELA

Distribution ListLegal

SCHOEDEL, ELIZABETH

GREG@BACONCONCRETE.COM

For the Mayor

DUNIVANT, TIMOTHY

SJOHNSON@SPOKANECITY.ORG

Additional Approvals

LSEARL@SPOKANECITY.ORG

Purchasing

PRINCE, THEA

RGENNETT@SPOKANECITY.ORG

CWAHL@SPOKANECITY.ORG

ACLIN@SPOKANECITY.ORG

LROFF@SPOKANECITY.ORG

**BRIEFING PAPER**  
**City of Spokane**  
**4100 Water & Hydroelectric Services/4310 Wastewater Maintenance**  
**Public Safety & Community Health Committee**  
**December 4, 2017**

---

**Subject**

Renewal contract for 2018 Utility Cut Sidewalk and Curb Repairs with Bacon Concrete, Inc. (Spokane, WA) for \$125,000.00 including tax.

**Background**

Small Works Roster Request for Bids #SW48-17 was opened April 6, 2017 to contract 2017 Utility Cut Sidewalk and Curb Repairs for the Water & Wastewater Maintenance departments. Seventy-six (76) contacts were included on the bid distribution and two (2) bids were received. The business was awarded to Bacon Concrete, Inc. in accordance with the lowest minimum set-up fee and rates for most commonly used services.

This contract renews the same services through 2018 at no change in cost. It represents the first of four (4) annual renewal options at mutual consent, with three (3) such options remaining.

**Impact**

This contract will support the repair of sidewalks and curbs throughout the City of Spokane as needed due to Water and Wastewater projects.

**Action**

Recommend approval. Prompt processing of this renewal will support implementation of this contract early in 2018, thereby preventing delays on needed repairs for the safety of our citizens.

**Funding**

All funding for this purchase will be from the Water and Wastewater Maintenance department budgets, respectively.



**City of Spokane**  
**CONTRACT AMENDMENT / EXTENSION**  
**1 OF 4**  
**Title: UTILITY CUT SIDEWALK AND**  
**CURB REPAIRS**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **BACON CONCRETE, INC.**, whose address is 16510 North Brannon Lane, Spokane, Washington, 99208 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City **Utility Cut Sidewalk and Curb Repairs as needed due to Water and Wastewater Maintenance projects;** and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 1st of those extensions; and*

*WHEREAS, a revision of the Contract has been requested as the retainage and bond language necessary for Public Works, pursuant to the terms of the RFP, were erroneously excluded, thus the original Contract needs to be formally Amended and Extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on January 1, 2018 and shall run through December 31, 2018.

**3. AMENDMENT.**

The Original Contract is amended to include the following:

**6. PREVENTATIVE MAINTENANCE.**

The following Preventative Maintenance requirements apply to the Work under this Agreement:

...

C. ~~A payment/performance bond is NOT required.~~ 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.

D. Statutory retainage is NOT required. 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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

#### 5. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

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

**BACON CONCRETE, INC.,**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Payment and Performance Bond  
Certificate of Debarment

**PAYMENT / PERFORMANCE BOND**

We, **BACON CONCRETE, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Utility Cut Sidewalk and Curb Repairs as needed due to Water and Wastewater Maintenance projects**. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

**BACON CONCRETE, INC.,  
AS PRINCIPAL**

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

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

\_\_\_\_\_  
**AS SURETY**

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

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: \_\_\_\_\_

Signature of Notary Public

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

Approved as to form:

Assistant City Attorney



**ATTACHMENT B**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  5. I understand that a false statement of this certification may be grounds for termination of the contract.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



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

12/18/2017

<u>Date Rec'd</u>	12/4/2017
<u>Clerk's File #</u>	OPR 2017-0862
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	2018 BUDGET

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	KEVIN KING 835-4514
<u>Contact E-Mail</u>	KKING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - STA PLAZA OFFICER REIMB.

**Agenda Wording**

Inter-local agreement between the City of Spokane and Spokane Transit Authority (STA) to provide a safe and secure environment in downtown Spokane. Amount - \$86,900.00. Term: 01/01/2018-12/31/2018.

**Summary (Background)**

Spokane Police Department (SPD) and STA have worked together for over ten years to provide a police presence in the STA Plaza's downtown facility and the surrounding service areas. Police presence in and around the STA Plaza helps to deter illegal activity in an area of high pedestrian activity.

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

Revenue	\$ 86,900.00	# 0680-11150-21250-34210-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	LUNDGREN, JUSTIN	<b><u>Study Session</u></b>	Public Safety & Community Health 12/04/2017
<b><u>Division Director</u></b>	LUNDGREN, JUSTIN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	DOVAL, MATTHEW	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	spdfinance	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	cwahl	
<b><u>Additional Approvals</u></b>		laga	
<b><u>Purchasing</u></b>		mdoval	

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Spokane Transit Authority Inter-local
<b>Date:</b>	12/04/2017
<b>Contact (email &amp; phone):</b>	Kevin King 509-835-4514 kking@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Spokane Police Department and Spokane Transit Authority rely on a partnership to help keep downtown safe. This contract allows sharing resources for the downtown area.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	12/31/2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of 2018 Contract
<b>Background/History:</b> The Police Department (SPD) has contracted with Spokane Transit Authority (STA) for several years to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street or at other locations as mutually agreed to by both parties.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• SPD agrees to provide an officer to patrol the STA plaza and surrounding areas.</li> <li>• STA will reimburse SPD up to \$86,900.00 for the services</li> <li>• Police presence helps to deter illegal activity in an area of high pedestrian activity.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

## INTERLOCAL AGREEMENT FOR PLAZA POLICE SERVICES

This Interlocal Agreement ("Agreement") is between the City of Spokane ("City"), a Washington State municipal corporation, and the Spokane Transit Authority ("STA"), a Washington State municipal corporation and special purpose district; individually referred to as "Party" and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department ("SPD") have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to continue to support the effort of the City and the SPD to dedicate one (1) commissioned SPD police officer ("SPD Officer") to the downtown Spokane area where STA services are delivered at its downtown transfer center, located at 701 W. Riverside Avenue, Spokane, WA ("The Plaza"); and

WHEREAS, a routine law enforcement presence consisting of SPD commissioned officers and STA Security officers ("STA Officers") with SPD special commissions located in and around The Plaza and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the Parties desire to enhance police services provided in, at and around The Plaza and to assist in furthering enforcement efforts in the areas surrounding The Plaza; and

WHEREAS, Chapter 10.93 RCW, Washington Mutual Aid Peace Officers Powers Act, establishes the nature and scope of the authorization of and powers granted to specially commissioned officers by SPD and STA Officers are recipients of such special commissions from SPD; and

WHEREAS, Chapter 39.34 RCW, Washington's Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; and

WHEREAS, the City and STA desire to set forth the scope of funding, police services, special commissions and training requirements and opportunities to be provided in furtherance of the Parties' mutual desire to provide for a routine law enforcement presence in and around the Plaza and neighboring areas.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE. The purposes of this Agreement are to enable the City and SPD to dedicate one (1) commissioned City police officer (“SPD Officer”) to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area; to provide STA Officers with required certifications and recertifications for SPD special commissions and control device training and certification; and, to provide STA Officers with additional law enforcement training opportunities as available and desired, under the following terms and conditions:
  - A. SPD Officer. The SPD Officer shall be assigned to the immediate vicinity of The Plaza and its surrounding areas to perform general patrol functions, and to conduct specific emphasis walk-throughs of the area. Emphasis walk-through will be conducted between the hours of 14:30 to 17:30, Monday through Friday, but may be adjusted to meet the demands of SPD calls, STA Security and those of the downtown service area.
    - i. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle for the SPD Officer.
    - ii. Office and Supportive Facilities. The SPD Officer shall be based out of the SPD downtown precinct, but shall have desk space as needed at the Plaza security office.
    - iii. Police Service Area. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon in writing by both Parties.
    - iv. Adherence to City Policy and Procedures. While providing services pursuant to this Agreement, the Officer is obligated to discharge all duties of his or her office and to adhere to SPD policy and procedures at all times.
    - v. Duty to City. The Officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations.
  - B. Communication. STA Officers shall be permitted to have direct communication with the SPD's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
  - C. Mandatory Certification and Training of STA Officers.
    - i. Special Police Officer Training Certification. The SPD shall provide initial and annual Special Police Officer Training (“SPOT”) to STA Officers at no additional cost to STA. Successful completion of the 40 hour SPOT course is mandatory for all STA Officers prior to initially entering service as a SPD “specially commissioned Washington peace officer” as defined in RCW 10.93.020(5). To maintain certification as a SPD special commission officer, STA Officers are required to attend the 8 hour SPOT recertification course offered by the SPD each calendar year. Upon issuance of a SPD special commission, STA Officers shall be authorized to enforce provisions of the Spokane Municipal Code (SMC) as set forth on Exhibit A attached hereto and incorporated herein.

- ii. Control Device Certification. The SPD will provide STA Officers initial certification and annual recertification training in Baton and oleoresin capsicum (OC) control devices. STA Officers are required to successfully complete this training and attend annual recertification training in order to carry and deploy these control devices. No other control devices may be used by STA Officers.
  - iii. Crisis Intervention Training. The SPD shall provide a 40 hour Crisis Intervention Training course for at least two (2) STA Officers each calendar year.
2. TERM. This Agreement shall commence January 1, 2018, and continue through December 31, 2018, unless terminated earlier in accordance with Section 9 herein.
3. COMPENSATION. STA shall pay the City, an amount not to exceed \$86,900.00 (eighty-six thousand nine hundred and 00/100 dollars) as full compensation for everything furnished and performed under this Agreement.
4. PAYMENT. The City shall submit quarterly applications for payment addressed to the address specified in Section 6 herein. Payment to the City will be made by check within ten (10) days of receipt of invoice to the remittance address specified in Section 6 herein.
5. ADMINISTRATORS. This Agreement shall be administered by the Parties' designated representatives below:

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Mike Toole Manager, Safety & Security Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:mtoole@spokanetransit.com">mtoole@spokanetransit.com</a> P: (509) 325-6067

6. NOTICES. All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; or (3) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; or (3) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

City of Spokane	Spokane Transit Authority
Craig Meidl Chief of Police Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001  E: <a href="mailto:cmeidl@spokanepolice.org">cmeidl@spokanepolice.org</a> P: (509) 625-4115	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201  E: <a href="mailto:rwest@spokanetransit.com">rwest@spokanetransit.com</a> P: (509) 325-6000 F: (509) 325-6036
Remittance Address:  Spokane Police Department Administration Office 1100 W Mallon Ave Spokane, WA 99260-0001	Accounts Payable:  Accounts Payable Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201

7. **INSURANCE.** During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):
- A. The City is self-funded for its liability exposures including General Liability and Automobile Liability (\$1.5 Million SIR) as well as Workers' Compensation (\$1.5 Million SIR). The City also carries excess General Liability Insurance to \$15 Million and excess Workers' Compensation Insurance to \$10 Million. Should a covered loss occur in the fulfillment of this Agreement, the City shall provide payment under the terms of its self-funded insurance program.
  - B. STA shall maintain:
    - i. General Liability Insurance on an occurrence basis, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage to protect against legal liability arising out of the performance of this Agreement; and
    - ii. 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
    - iii. Workers' Compensation Insurance in compliance with Chapter 51.12.020 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 per occurrence.
  - C. 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 a Party or its insurer(s) to the other Party.

8. INDEMNIFICATION.<sup>[LM1]</sup>

- A. In addition to the duties of a commissioning agency under Ch. 10.93 RCW, the City shall defend, indemnify and hold harmless STA, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the City, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
  - B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with this Agreement, except to the extent of the negligence of the City, its officers, employees and agents or as provided by Ch. 10.93 RCW. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement or monetary judgment ensuing from such actions, claims or proceedings.
  - C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.
9. TERMINATION. This Agreement may be terminated by either Party by submitting a written Notice of Termination to the other Party in accordance with Section 6 herein. The effective date of termination shall not be less than sixty (60) days from the date of Notice of Termination.
10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
11. VENUE. This Agreement shall be construed under the laws of the State of Washington. 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.
12. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.
13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
14. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
15. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.



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 Agreement 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 Parties agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane or the Spokane Transit Authority, 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.
18. 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.
19. RCW 39.34 REQUIRED CLAUSES.
- A. Purpose. See Section 1 above.
  - B. Duration. See Section 2 above.
  - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
  - D. Responsibilities of the Parties. See provisions above.
  - E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website, and STA shall file this Agreement in its usual fashion.
  - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be solely responsible for the financing of its contractual obligations under its normal budgetary process.
  - G. Termination. See Section 9 above.
  - H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

[signatures on the following page]

20. **SIGNATURES.** The Parties affirm that the individuals signing this Agreement have been granted the authority to do so and by their signature affirm that the Parties will comply with the terms and conditions of this Agreement.

**City of Spokane**

**Spokane Transit Authority**

\_\_\_\_\_  
By: David Condon  
Title: Mayor

\_\_\_\_\_  
By: E. Susan Meyer  
Title: Chief Executive Officer

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

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

\_\_\_\_\_  
By: Craig Meidl  
Title: Chief of Police

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

Attest:

Attest:

\_\_\_\_\_  
By: Terri Pfister  
Title: City Clerk

\_\_\_\_\_  
By: Jan Watson  
Title: Clerk of the Authority

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: Michael Ormsby  
Title: City Attorney

\_\_\_\_\_  
By: Laura McAloon  
Title: STA Attorney

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

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

# EXHIBIT A

## STA TRANSIT OFFICERS AUTHORITY

Offenses related to safety and sanitation (Dog Poop)	SMC/INFR	10.03.100
Possession Of Stolen Property 3rd degree	SMC	10.05.064
Theft	SMC	10.05.100
Urinating In Public	SMC	10.06.015
Lewd Conduct	SMC	10.06.020
Making a False/ Misleading Statement to a Public Servant; False Reporting.	SMC	10.07.020.A
Obstructing A Law Enforcement Officer	SMC	10.07.032
Resisting Arrest	SMC	10.07.034
Unlawful Discharge Of A Laser (Adult - Criminal)	SMC	10.07.142
Unlawful Discharge Of A Laser (Juvenile-Civil)	SMC	10.07.144
Littering less than or equal to 1 cu ft. Side Walk	SMC/INFR	10.08.010.C.E1
Littering more than 1 CU FT Side Walk	SMC/INFR	10.08.010.C.E2
Providing Tobacco To A Minor	SMC	10.08.050
MIP Tobacco	SMC/INFR	10.08.055
Littering Lit Tobacco Products	SMC/INFR	10.08.112.D
Open/Consume Alcohol In A Public Place	SMC/INFR	10.08.200
MIP/Consuming Liquor Possess, Consume, or otherwise acquire.	SMC	10.08.210.A.1
MIP/Consuming Liquor Public Place or Motor Vehicle exhibiting effects/Trained by Officer Downing	SMC	10.08.210.A.2
Disorderly Conduct	SMC	10.10.020
Pedestrian Interference	SMC	10.10.025
Sit And Lie On Sidewalk In Retail Zone	SMC	10.10.026
Regulation Of Solicitation	SMC	10.10.027
Unlawful Bus Conduct	SMC	10.10.100
Assault	RCW	9A.36.041
Dangerous Weapons	RCW	9.41.250
Weapons Apparently Capable of Producing Bodily Harm--Unlawful Carrying or Handling	RCW	9.41.270
Criminal Trespass 1st	SMC	10.12.050.A
Criminal Trespass 2nd	SMC	10.12.050.C
Malicious Mischief Personal Property	SMC	10.12.020.A.1
Malicious Mischief Graffiti	SMC	10.12.020.A.2
Minor Possessing MJ	SMC	10.15.100
Open Possession/Consumption Of MJ	SMC/INFR	10.15.220
DOL auto reg. "when associated with investigations with report number." Commissioning authority only resides on the property of commissioned and county has not restricted what we can write for. To include buses, bus stops and park and ride lots. All minors are written under the RCW.		

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

12/18/2017

<u>Date Rec'd</u>	12/4/2017
<u>Clerk's File #</u>	OPR 2015-1058
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	KEVIN KING 835-4514
<u>Contact E-Mail</u>	KKING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - SPOKANE C.O.P.S MOU

**Agenda Wording**

"Contract Extension for Spokane COPS to administer local Spokane policing programs from January 1, 2018 to December 31, 2020. The annual maximum amount shall not exceed \$364,575.00 without prior written authorization from the City."

Contract term is 01/01/2018-12/31/2018

**Summary (Background)**

Spokane Community Oriented Policing Services (C.O.P.S) in collaboration with SPD, the Spokane community and Department of Corrections provides community oriented services to the residents of Spokane. Services include Neighborhood Observation patrols, Bike registration, Operation Family ID and Block Watch.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 1,093,725	# 0680-11310-21390-54201
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	<b><u>Study Session</u></b>
LUNDGREN, JUSTIN	Public Safety & Community Health 12/04/2017
<b><u>Division Director</u></b>	<b><u>Other</u></b>
LUNDGREN, JUSTIN	
<b><u>Finance</u></b>	<b><u>Distribution List</u></b>
DOVAL, MATTHEW	
<b><u>Legal</u></b>	spdfinance
DALTON, PAT	
<b><u>For the Mayor</u></b>	cwahl
DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>	laga
<b><u>Purchasing</u></b>	mdoval



**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION  
2 OF 4**

**Title: SPOKANE COMMUNITY ORIENTED  
POLICING SERVICES (C.O.P.S.)**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane Police Department** as ("City"), a Washington municipal corporation, and **SPOKANE COMMUNITY ORIENTED POLICING SERVICES (C.O.P.S.)**, whose address is 6107 North Astor Street, Spokane, Washington 99208, as ("**C.O.P.S.**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein C.O.P.S. agreed to help promote and support an environment for a safe community. In partnership with the City of Spokane and its residents, and through collaboration with the Spokane Police Department, the Washington State DOC and community stakeholders, they provide services to neighborhoods that increase volunteer efforts and improve the quality of life throughout the community; and*

*WHEREAS, a change or revision of the Contract has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated January 6, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment / Extension shall become effective on January 1, 2018, and run through December 31, 2020.

**3. AMENDMENT.**

Section 5 of the original Contract is amended to read as follows:

This Contract shall begin January 1, 2016, and run through December 31, ~~2016~~ 2020, unless terminated earlier, ~~with the possibility of two (2) one-year extensions upon mutual agreement of the parties.~~

**4. COMPENSATION.**

The City shall pay a maximum annual amount not to exceed **THREE HUNDRED SIXTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$364,575.00)**, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Amendment / Extension document.

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

**SPOKANE COMMUNITY ORIENTED  
POLICING SERVICES (C.O.P.S.)**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Contract Amendment / Extension - Scope of Work document (if any)

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Spokane C.O.P.S MOU
<b>Date:</b>	12/04/2017
<b>Contact (email &amp; phone):</b>	Kevin King 509-835-4514 kking@spokanepolice.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Cops contract has a separate line item in SPD's budget and supplements SPD's mission.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	12/31/2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve 2018 Contract
<p><b>Background/History:</b> The mission of Spokane Community Oriented Policing Services (COPS) is to help promote and support an environment for a safe community. In 2015, Spokane C.O.P.S took full administration of its program. Full administration includes execution of Cop Shop contracts and payment therein.</p> <p>Second and final extension for OPR1015-1058 contract with Spokane C.O.P.S. 501(c)(3) (Spokane, WA) to administer local Spokane policing programs -- Not to exceed \$364,575.00.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Spokane C.O.P.S. in partnership with the City of Spokane and its residents, and through the collaboration with the Spokane Police Department, WA State Department of Corrections and community stakeholders, provide services to neighborhoods including Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Graffiti, Latent Finger Printing, Safe Streets, and various other programs.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



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

12/18/2017

Date Rec'd

12/4/2017

Clerk's File #

OPR 2012-0911

Renews #Cross Ref #Submitting Dept

POLICE

Contact Name/Phone

KEVIN KING 835-4514

Project #Contact E-Mail

KKing@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

2018 BUDGET

Agenda Item Name

0680-GALLS LLC UNIFORM CONTRACT EXTENSION

Agenda Wording

Six month Uniforms contract extension between Spokane Police Department and GALLS LLC, for police uniforms, alterations and repair services. - \$50,000.00

Summary (Background)

In 2012, Blumenthal's Uniform Co was awarded a five year uniforms/alterations contract by SPD. The current contract is set to expire on 12/31/2017. SPD would like to extend the contract from another six months, from January 1, 2018 to June 30, 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000.00

# 0680-11410-21250-53202

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUNDGREN, JUSTIN

Study SessionPublic Safety &  
Community Health  
12/04/2017Division Director

LUNDGREN, JUSTIN

OtherFinance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

spdfinance

For the Mayor

DUNIVANT, TIMOTHY

cwahl

Additional Approvals

laga

Purchasing

mdoval

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Galls, LLC Uniform Contract Extension
<b>Date:</b>	December 4, 2017
<b>Contact (email &amp; phone):</b>	Kevin King: <a href="mailto:kking@spokanepolice.org">kking@spokanepolice.org</a> , 835-4514
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Uniforms are used daily in an officer's job and is in line with normal operating budget policies and procedures.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	December 31, 2017
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of 6-month extension for \$50,000 to allow for new RFP.
<p><b>Background/History:</b> On September 19, 2012 an RFP for police uniforms was sent out to several vendors. The vendors included Bratwear, Armor Holdings, Cutting Edge Tactical, Territorial Supplies, The Public Safety Store, QM Uniforms, Blumenthal's and several others. On October 8, 2012, the proposal's due date, Blumenthal's Uniform Co, Inc. (Spokane, WA) had submitted only one proposal for the uniforms bid and was awarded to the Blumenthal's, now Galls, LLC.</p> <p>A new six-month extension is being requested beyond the five year contract in order to compile and complete a new RFP for uniforms and services. Amount for 6 month extension is \$50,000.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Supports operations for current Police Officers</li> <li>Meets demands of bringing on new officers</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**  
**CONTRACT EXTENSION**  
Title: **POLICE UNIFORMS**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **GALLS LLC, d/b/a BLUMENTHAL UNIFORM CO. INC.**, a vendor, whose address is P.O. Box 54430, Lexington, Kentucky 40555-4430, as ("Vendor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide uniforms and alternations to the Spokane Police Department; and*

*WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated November 7, 2012 and December 12, 2012, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on January 1, 2018.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through June 30, 2018.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Extension.

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

**GALLS LLC, d/b/a  
BLUMENTHAL UNIFORM CO. INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Contract Extension:**

17-171

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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	OPR 2017-0863
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	CHRIS CAVANAUGH X6383
<u>Contact E-Mail</u>	CCAVALAUGH@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0620 - EMPLOYEE ASSISTANCE PROGRAM CONTRACT

**Agenda Wording**

To contract with KEPRO to provide an Employee Assistance Program to full-time employees with the City of Spokane.

**Summary (Background)**

The City of Spokane provides an Employee Assistance Program benefit to all full-time employees. Our current contract expires at the end of December 2017. An RFP was done in September to award the new contract for 2018 and KEPRO was awarded the contract.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 54,000		# 5830-78710-17310-54101
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CAVALAUGH, CHRISTINE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CAVALAUGH, CHRISTINE	<b><u>Other</u></b>	Urban Development Committee
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Human Resources – Employee Benefits
<b>Subject:</b>	Employee Assistance Program (EAP) Contract
<b>Date:</b>	November 29, 2017
<b>Author (email &amp; phone):</b>	Chris Cavanaugh, <a href="mailto:ccavanaugh@spokanecity.org">ccavanaugh@spokanecity.org</a> , 625-6383
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Gavin Cooley
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	21 <sup>st</sup> Century Workforce
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Allow employees to remain focused on work by providing an appropriate and professional resource for personal counseling needs.
<b>Background/History:</b>  EAP services have been an employer provided benefit to full-time employees at the City for many years. The contract with our current vendor, KEPRO, expires on 12/31/17. As a result, on 9/1/17, RFP #4377-17 was distributed to 24 Firms with six (6) responding. The incumbent, KEPRO, was awarded the three (3) year contract that includes two (2), one (1) year extension options. Bargaining Unit/Association Representatives, as well as Human Resource Staff, were on the selection committee.	
<b>Executive Summary:</b>  KEYPRO was awarded the EAP contract based on the following: <ul style="list-style-type: none"> <li>• Plentiful provider network</li> <li>• Disservice to employees currently receiving EAP service(s); avoid transitioning of care</li> <li>• Excellent customer service/satisfaction scores</li> <li>• No compelling reason to change Firms at this time</li> </ul>	

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:





**City of Spokane**

**AGREEMENT**

Title: **EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE** ("City"), a Washington State municipal corporation, and **KEPRO ACQUISITIONS, INC.** ("KAI"), a Pennsylvania corporation, whose address is 777 East Park Drive, Harrisburg, Pennsylvania 17111. Individually hereafter referenced as a "party" and together as the "parties."

The parties agree as follows:

1. **PERFORMANCE**. KAI shall administer the City's EMPLOYEE ASSISTANCE PROGRAM, in accordance with the City's Request for Proposal, (RFP #4377-17), to include, but be limited to the following tasks:

**TRAINING**

KAI shall design and present a program to train supervisors in detecting employee job performance deficiencies. KAI will provide the supervisors the tools in which to handle various situations in the most ideal fashion with the highest level of outcome. KAI will provide such facilitation at least quarterly throughout the year, at no additional cost.

**EMPLOYEE COMMUNICATIONS**

KAI will implement a program to market the EAP among employees and dependents. KAI will provide such communications at least quarterly throughout the year at no additional cost.

KAI shall provide a liaison person who will make periodic visits to various worksites to inform employees of the available services through the EAP. Additionally, KAI will provide said liaison to provide a 30-minute orientation session bi-monthly (every two months).

**ASSESSMENT, REFERRALS, COUNSELING AND FOLLOW-UP**

KAI will provide counselors professionally trained in problem identification, analysis and solution. The assessment will include developing options to resolve the problem(s), providing resource information and making referrals to appropriate resources if further assistance is needed. Following assessment session(s), and subject to the agreement of the employee, the counselor will determine arrangements necessary and refer the employee or dependent to an appropriate service agency or individual for further assistance or treatment and follow-up. If KAI makes referrals to itself, there shall be an alternative referral and cost offered.

**PROGRAM PERFORMANCE/RECORDS**

KAI shall monitor and document the effectiveness of the EAP. At a minimum, quarterly

utilization reports will be provided to the City in a format that maintains strict confidentiality regarding individual participants.

### SERVICES

The EAP will provide twenty-four (24) hour, seven (7) days per week, toll-free telephone crises counseling whereby a licensed professional counselor is on call. The EAP will provide up to eight (8) sessions per problem, per person, per year. "Session" shall mean each separate occasion when the EAP provides face to face counseling to an employee/dependent. EAP counseling provided via telephone, both follow up and ongoing, will not count as a session.

### COMPLIANCE

The City of Spokane is in compliance with the Federal Highway Administration (an arm of the U. S. Department of Transportation) regulations that went into effect February 14, 1994 which require Random Drug Testing of Commercial Drivers. As a result, the Employee Assistance Program must have qualified substance abuse professionals on staff.

A substance abuse professional means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission).

2. TIME OF PERFORMANCE. This Agreement shall begin January 1, 2018 and run through December 31, 2020, unless terminated earlier. This Agreement may be renewed on an annual basis by written agreement of the parties not to exceed two (2) additional one-year renewals.

3. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. KAI will review modifications when ordered in writing by the Director of Human Resources, or designee, and determine if such modifications require an increase to the compensation as listed below.

4. COMPENSATION. The City will pay KAI in accordance with the following fee schedule based on an approximate employee count of 2,000:

- Three (3) year rate guarantee                      \$2.25 per employee per month

5. PAYMENT. KAI shall submit its applications for payment to Human Resources Department, Administration Office, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH within thirty (30) days after receipt of KAI's application except as provided by state law.** If the City objects to all or any portion of the invoice, it shall notify KAI and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. TERMINATION. Either party may terminate this Agreement by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay KAI for all work previously authorized and performed prior to date of termination.

7. RELATIONSHIP OF PARTIES; INDEPENDENT CONTRACTOR STATUS. In the performance of services under this Agreement, KAI's status is that of an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of employer and

employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between KAI and the City. KAI may not act as agent for, or on behalf of, the City, or to represent the City, or bind the City in any manner.

8. COMPLIANCE WITH LAWS. KAI shall comply with all applicable federal, state, and local laws and regulations.

9. INSURANCE. During the term of the Agreement, KAI shall maintain in force at its own expense, each insurance coverage noted below:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers 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 \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to KAI's services to be provided under this Agreement;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 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 (2) 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 sixty (60) days' written notice from KAI or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, KAI shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for KAI's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. KAI shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. INDEMNIFICATION. KAI shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of KAI, its officers, employees and subcontractors in connection with the performance of services under this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees. KAI's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, and employees in defending against such claims, whether or not litigation is instituted.

11. ASSIGNMENTS. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.

12. GOVERNING LAW and VENUE. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought

in Spokane County, Washington.

13. **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 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. KAI 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 KAI.

14. **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 the Agreement.

15. **AUDIT / RECORDS.** KAI and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. KAI 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 and the City shall execute a mutually agreed upon confidentiality Agreement related to the audit. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

16. **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 KAI 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 KAI 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.

17. **BUSINESS ASSOCIATE AGREEMENT.** KAI shall execute and comply with the requirements of the attached Business Associate Agreement.

18. **NOTICES.** Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing to KAI and/ or the Employer at the addresses listed below.

To KAI:

Attention: Susan Baker  
Vice President, EAP Services  
6085 Marshalee Drive, Suite 110  
Elkridge, MD 21075

With a copy to:

Attention: Contracts Director  
KEPRO Acquisitions, Inc.  
777 East Park Drive.  
Harrisburg, PA 17111

To the City of Spokane:  
Attention: Human Resources Department, Employee Benefits  
808 West Spokane Falls Blvd., 4<sup>th</sup> Floor  
Spokane, Washington 99201

All notices may be sent by regular mail. Notices regarding renewal, termination or amendment must be sent by certified mail.

**IN WITNESS WHEREOF**, the Parties by their duly authorized representatives have entered into this Agreement as of the Effective Date.

**KEPRO ACQUISITIONS, INC.**

**CITY OF SPOKANE**

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

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

Joseph A. Dougher  
\_\_\_\_\_  
Type or Print Name

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

President & CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachment which is a part of this Agreement:  
Business Associate Agreement - City of Spokane & KEPRO Acquisitions, Inc.

17-141a

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is between the CITY OF SPOKANE ("Covered Entity"), and KEPRO ACQUISITIONS, INC., ("Business Associate"), and is effective as of January 1, 2018 or such earlier date as this Agreement is fully signed by the parties ("Effective Date").

WHEREAS, the parties contemplate an arrangement whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information (PHI) in order to provide those services; and

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 (ARRA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information codified at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"); and

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place; -- Now, Therefore,

The parties agree as follows:

### **1. DEFINITIONS**

- 1.1. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
- 1.2. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.
- 1.3. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in 45 CFR 160.103 and 164.501.

### **2. OBLIGATIONS OF BUSINESS ASSOCIATE**

- 2.1. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may use and Disclose PHI to perform functions,

activities, or services for, or on behalf of, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the Privacy regulations if done by the Covered Entity:

- 2.1.1. To provide data aggregation services as permitted by 42 CFR § 164.504(e)(2)(i)(B); and
  - 2.1.2. To report violations of law to appropriate federal and state authorities, where consistent with 45 CFR § 164.502(j)(1);
  - 2.1.3. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- 2.2. Adequate Safeguards for PHI. Business Associate shall implement and use appropriate administrative, physical and technical safeguards to:
- 2.2.1. Prevent use or disclosure of PHI other than as permitted or required by this Agreement;
  - 2.2.2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
  - 2.2.3. As of the Compliance Date of 42 U.S.C.A. § 17931, comply with the Security Rule requirements set forth in 45 CFR §§164.308, 164.310, 164.312, and 164.316.
- 2.3. Reporting Non-Permitted Use or Disclosure. Business Associate shall immediately in writing notify Covered Entity of each use or disclosure, of which it becomes aware, that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement pursuant to 45 CFR 504 and 45 CFR 164.
- 2.4. Use and/or Disclosure of Unsecured PHI. With respect to any use or disclosure of unsecured PHI not permitted by the Privacy Rule that is caused solely by the Business Associate's failure to comply with one (1) or more of its obligations under this Agreement, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notification in accordance with the data breach notification requirements set forth in 42 U.S.C.A. § 17932 and 45 CFR Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach, without reasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records



relating to the use and disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

- 2.6. Access to and Amendment of PHI. Within ten (10) days of receiving a request from the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Business Associate shall provide such access and incorporate such amendments within the time and in the manner specified by Covered Entity.
- 2.7. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures, and further, to provide such documentation to Covered Entity in a time and manner designated by Covered Entity, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. Within ten (10) days of receiving a request from the Covered Entity that it has received a request for an accounting of disclosures of PHI as set forth above, Business Associate shall provide to Covered Entity such information in Business Associate's possession and required for Covered Entity to make the accounting required by 45 CFR Section 164.528. Any accounting provided by Business Associate under this Section 2.7 shall include: (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. For each disclosure that could require an accounting under this Section 2.7, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the disclosure.
- 2.8. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use of disclosure; provided that Business Associate shall comply with 42 U.S.C.A. § 17935(b) as of its Compliance Date.
- 2.9. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C.A. § 17935(d) as of its Compliance Date.
- 2.10. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C.A. § 17936(a) as its Compliance Date.
- 2.11. Business Associate shall not make or cause to be made any written fundraising communications that is prohibited by 42 U.S.C.A. § 17936(b) as of its Compliance Date.

- 2.12. Business Associate shall accommodate reasonable requests by Individuals for confidential communications in accordance with 45 CFR § 164.522(b).
- 2.13. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 2.14. Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this paragraph

### **3. OBLIGATIONS OF COVERED ENTITY**

- 3.1. Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.
- 3.2. Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosure of PHI hereunder.

### **4. ADDITIONAL PERMITTED USES**

- 4.1. Except as otherwise limited in this Agreement or the services agreement, Business Associate may use Protected Health Information for the following additional purposes:
  - 4.1.1. Use of Information for Management, Administration and Legal Responsibilities. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate as required by law.
  - 4.1.2. Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as required by law, provided that the disclosures are handled in accordance with Section 2.1 above.

### **5. TERM AND TERMINATION**

- 5.1. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall terminate, except as otherwise provided herein, when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with this Agreement. This Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this

Agreement, as amended. In addition, the term of this Agreement shall coincide with the term of the service arrangement between Covered Entity and Business Associate and shall terminate automatically upon termination of such service arrangement. Business Associate's obligations under Sections 2.3, 2.5, 2.6, 2.7 and 5.2 of this Agreement shall survive the termination or expiration of the Agreement.

- 5.2. Disposition of PHI upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further uses and disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

## **6. GENERAL TERMS**

- 6.1. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- 6.2. Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses, including attorneys' fees, incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Section; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Section.
- 6.3. No Property Interest. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of providing services to Covered Entity.
- 6.4. Legal Compliance; Amendment. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations or other applicable laws. Covered Entity may terminate this Agreement upon 30 days written notice to Business Associate in the event

(i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or  
(ii) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations.

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

BUSINESS ASSOCIATE:

Signature: \_\_\_\_\_

Printed Name: Joseph A. Dougher

Title: President & CEO

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

COVERED ENTITY: CITY OF SPOKANE

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

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

Attest:

Approved as to form:

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

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	PRO 2017-0033
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2017177
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR# 18750
<u>Agenda Item Name</u>	0370 - LOW BID AWARD – HALME CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for CSO Basin 25 Improvements - Phase 1 - \$1,671,925.80 plus tax. An administrative reserve of \$167,192.58 plus tax, which is 10% of the contract price plus tax, will be set aside. (Peaceful Valley Neighborhood Council)

Summary (Background)

On December 11, 2017 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$1,671,925.80, which is \$85,266.90 or 5.1% under the Engineer's Estimate; three other bids were received as follows: T. LaRiviere Equipment & Excavation, Inc. - \$1,755,217.25; N A Degerstrom, Inc. – \$1,760,188.80; DW Excavating, Inc. – \$1,871,960.20

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

Expense	\$ 1,040,161.97	# 4250 43387 94000 56501 14389
Select	\$ 694,602.93	# 4250 43387 94000 56501 14359
Select	\$ 168,536.84	# 4250 43387 94000 56501 14389
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 11/27/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		publicworksaccounting@@spokanecity.org	
		kgoodman@spokanecity.org	

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

**Project Number:** 2017177

**Project Description** CSO Basin 25 Improvements - Phase 1

**Funding Source** Local

**Preparer** Rich Proszek

**Original Date** 11/13/2017 9:32:34 AM

**Update Date** 12/11/2017 2:06:21 PM

**Addendum** ADDENDUM NO. 1

<b>Project Number:</b> 2017177			<b>Engineer's Estimate</b>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01** Street and Storm Improvement

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	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,500.00	*****	100.00	*****	5,196.16	*****	100.00
103	WALL MONITORING	1 LS	*****	7,000.00	*****	5,940.00	*****	28,786.68	*****	5,000.00
104	POTHOLING	10 EA	700.00	7,000.00	380.00	3,800.00	346.41	3,464.10	300.00	3,000.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	500.00	*****	2,309.40	*****	100.00
106	TYPE B PROGRESS SCHEDULE	1 LS	*****	4,000.00	*****	5,000.00	*****	577.35	*****	100.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	600.00	1,200.00	1,189.00	2,378.00	2,020.73	4,041.46	700.00	1,400.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,700.00	*****	3,600.00	*****	2,886.76	*****	5,000.00
109	MOBILIZATION	1 LS	*****	130,000.00	*****	148,000.00	*****	86,813.86	*****	31,000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	9,500.00	*****	40,414.53	*****	50,000.00
111	SPECIAL SIGNS	16 SF	20.00	320.00	18.00	288.00	13.86	221.76	15.00	240.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	170 HR	7.00	1,190.00	5.00	850.00	8.08	1,373.60	20.00	3,400.00
113	TYPE III BARRICADE	10 EA	50.00	500.00	60.00	600.00	23.09	230.90	100.00	1,000.00
114	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	30,000.00	*****	19,318.63	*****	10,000.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
115	AIR OR HYDRO EVACUATION	10 EA	600.00	6,000.00	685.00	6,850.00	663.96	6,639.60	750.00	7,500.00
116	TREE PROTECTION ZONE	16 EA	300.00	4,800.00	123.00	1,968.00	415.69	6,651.04	500.00	8,000.00
117	REMOVE TREE, CLASS I	2 EA	400.00	800.00	72.00	144.00	288.68	577.36	500.00	1,000.00
118	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	1,300.00	2,600.00	1,154.70	2,309.40	2,000.00	4,000.00
119	REMOVE TREE, CLASS III	2 EA	1,200.00	2,400.00	2,900.00	5,800.00	2,309.40	4,618.80	3,500.00	7,000.00
120	TREE PRUNING	9 EA	400.00	3,600.00	285.00	2,565.00	277.13	2,494.17	400.00	3,600.00
121	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	15,000.00	*****	17,320.51	*****	10,000.00
122	REMOVE EXISTING CURB	1170 LF	7.00	8,190.00	3.00	3,510.00	6.24	7,300.80	3.00	3,510.00
123	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	13.00	13,585.00	5.00	5,225.00	9.67	10,105.15	5.00	5,225.00
124	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	6 EA	450.00	2,700.00	191.00	1,146.00	692.82	4,156.92	700.00	4,200.00
125	REMOVE EXISTING >12 INCH TO <30 INCH DIAMETER PIPE	1157 LF	12.00	13,884.00	7.00	8,099.00	9.24	10,690.68	25.00	28,925.00
126	REMOVE EXISTING 30 INCH TO 42 INCH DIAMETER PIPE	206 LF	25.00	5,150.00	9.00	1,854.00	12.70	2,616.20	35.00	7,210.00
127	SAWCUTTING CURB	22 EA	40.00	880.00	24.00	528.00	23.09	507.98	50.00	1,100.00
128	SAWCUTTING RIGID PAVEMENT	80 LFI	1.60	128.00	1.00	80.00	2.31	184.80	0.85	68.00
129	SAWCUTTING FLEXIBLE PAVEMENT	482 LFI	0.80	385.60	0.30	144.60	0.87	419.34	0.65	313.30
130	REMOVE GUARDRAIL	242 LF	15.00	3,630.00	10.00	2,420.00	17.32	4,191.44	6.00	1,452.00
131	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	450.00	1,800.00	259.00	1,036.00	317.55	1,270.20	600.00	2,400.00
132	ROADWAY EXCAVATION INCL. HAUL	645 CY	17.00	10,965.00	20.00	12,900.00	28.72	18,524.40	30.00	19,350.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
133	ROADWAY EXCAVATION INCL. HAUL - AREA (PARKING LOT)	230 CY	19.00	4,370.00	22.00	5,060.00	25.15	5,784.50	25.00	5,750.00
134	REMOVE UNSUITABLE FOUNDATION MATERIAL	55 CY	25.00	1,375.00	15.00	825.00	25.15	1,383.25	35.00	1,925.00
135	REPLACE UNSUITABLE FOUNDATION MATERIAL	55 CY	30.00	1,650.00	13.00	715.00	46.74	2,570.70	35.00	1,925.00
136	PREPARATION OF UNTREATED ROADWAY	3317 SY	2.60	8,624.20	1.00	3,317.00	1.33	4,411.61	3.00	9,951.00
137	PREPARATION OF UNTREATED ROADWAY, PARKING LOT	1178 SY	3.00	3,534.00	1.50	1,767.00	2.20	2,591.60	3.00	3,534.00
138	PREPARATION OF UNTREATED ROADWAY, HMA TRAIL	1150 SY	3.00	3,450.00	2.50	2,875.00	2.25	2,587.50	3.00	3,450.00
139	CRUSHED SURFACING TOP COURSE	308 CY	47.00	14,476.00	55.00	16,940.00	51.04	15,720.32	50.00	15,400.00
140	CRUSHED SURFACING BASE COURSE	378 CY	47.00	17,766.00	60.00	22,680.00	46.74	17,667.72	40.00	15,120.00
141	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	80.00	4,640.00	104.00	6,032.00	115.69	6,710.02	80.00	4,640.00
142	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	4495 SY	14.00	62,930.00	17.00	76,415.00	16.86	75,785.70	18.00	80,910.00
143	HMA CL. 3/8 IN. PG 64-28, 2 INCH THICK	1150 SY	9.00	10,350.00	18.00	20,700.00	13.74	15,801.00	15.00	17,250.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	10 SY	40.00	400.00	107.00	1,070.00	75.05	750.50	110.00	1,100.00
145	SOIL RESIDUAL HERBICIDE	2994 SY	0.35	1,047.90	0.30	898.20	0.23	688.62	0.25	748.50
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10 SY	26.00	260.00	16.00	160.00	23.09	230.90	100.00	1,000.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
148	COMPACTION PRICE ADJUSTMENT	1 CAL	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00
149	COMMERCIAL CONCRETE	20 CY	150.00	3,000.00	282.00	5,640.00	288.68	5,773.60	500.00	10,000.00
150	CEMENT CONCRETE GRAVITY WALL	242 LF	80.00	19,360.00	168.00	40,656.00	155.88	37,722.96	45.00	10,890.00
151	REMOVE AND REPLACE ROCK HEADWALL	1 LS	*****	7,000.00	*****	5,000.00	*****	5,773.50	*****	7,500.00



<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
152	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	380 LF	110.00	41,800.00	93.00	35,340.00	65.81	25,007.80	75.00	28,500.00
153	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	466 LF	100.00	46,600.00	69.00	32,154.00	51.48	23,989.68	55.00	25,630.00
154	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	224 LF	100.00	22,400.00	34.00	7,616.00	60.53	13,558.72	95.00	21,280.00
155	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	7 LF	120.00	840.00	180.00	1,260.00	359.58	2,517.06	350.00	2,450.00
156	DUCTILE IRON STORM SEWER PIPE 24 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	665 LF	140.00	93,100.00	85.00	56,525.00	118.30	78,669.50	130.00	86,450.00
157	MANHOLE TYPE I - 48, BASIC PRICE	11 EA	3,400.00	37,400.00	3,410.00	37,510.00	2,433.21	26,765.31	5,000.00	55,000.00
158	MANHOLE TYPE III - 60, BASIC PRICE	1 EA	5,000.00	5,000.00	15,734.00	15,734.00	8,694.24	8,694.24	5,500.00	5,500.00
159	MANHOLE TYPE III - 72, BASIC PRICE	4 EA	6,700.00	26,800.00	7,838.00	31,352.00	6,007.82	24,031.28	7,500.00	30,000.00
160	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	5 VF	130.00	650.00	72.00	360.00	173.23	866.15	300.00	1,500.00
161	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE III	4 VF	225.00	900.00	216.00	864.00	259.84	1,039.36	400.00	1,600.00
162	ManhOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE III	9 VF	250.00	2,250.00	216.00	1,944.00	346.46	3,118.14	600.00	5,400.00
163	CATCH BASIN TYPE 1	8 EA	2,100.00	16,800.00	2,232.00	17,856.00	2,386.39	19,091.12	1,800.00	14,400.00
164	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	650.00	3,250.00	532.00	2,660.00	519.68	2,598.40	850.00	4,250.00
165	VALVE BOX AND COVER	3 EA	350.00	1,050.00	164.00	492.00	433.07	1,299.21	400.00	1,200.00
166	MANHOLE TEST	3 EA	700.00	2,100.00	630.00	1,890.00	596.40	1,789.20	1,000.00	3,000.00
167	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	300.00	1,500.00	100.00	500.00	606.30	3,031.50	800.00	4,000.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
168	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	20.00	500.00	15.00	375.00	25.15	628.75	40.00	1,000.00
169	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	26.00	650.00	13.00	325.00	46.74	1,168.50	40.00	1,000.00
170	IMPORTED BACKFILL	50 CY	25.00	1,250.00	16.00	800.00	55.36	2,768.00	60.00	3,000.00
171	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	9,500.00	*****	11,548.63	*****	5,000.00
172	SIDE SEWER CLEANING AND VIDEO INSPECTION	4 EA	700.00	2,800.00	833.00	3,332.00	577.43	2,309.72	800.00	3,200.00
173	CATCH BASIN SEWER PIPE 8 IN. DIAM.	70 LF	44.00	3,080.00	47.00	3,290.00	31.71	2,219.70	35.00	2,450.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	65 LF	50.00	3,250.00	39.00	2,535.00	41.64	2,706.60	45.00	2,925.00
175	CONNECT 24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	1,721.00	1,721.00	1,516.59	1,516.59	2,500.00	2,500.00
176	PLUGGING EXISTING PIPE	3 EA	300.00	900.00	238.00	714.00	103.93	311.79	350.00	1,050.00
177	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	11,379.00	*****	5,774.32	*****	5,000.00
178	CLEANING EXISTING SANITARY SEWER	3 EA	700.00	2,100.00	357.00	1,071.00	831.50	2,494.50	1,500.00	4,500.00
179	CONCRETE PIPE ANCHOR	2 EA	1,500.00	3,000.00	552.00	1,104.00	577.43	1,154.86	1,500.00	3,000.00
180	DI PIPE FOR WATER MAIN 6 IN. DIAM.	513 LF	40.00	20,520.00	30.00	15,390.00	44.77	22,967.01	45.00	23,085.00
181	PIPE RESTRAINTMENT SUPPORT	208 LF	25.00	5,200.00	28.00	5,824.00	2.31	480.48	15.00	3,120.00
182	GATE VALVE 6 IN.	1 EA	1,100.00	1,100.00	963.00	963.00	1,167.83	1,167.83	1,200.00	1,200.00
183	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	52 LF	150.00	7,800.00	177.00	9,204.00	127.26	6,617.52	120.00	6,240.00
184	DUCTILE IRON SEWER PIPE 30 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	66 LF	450.00	29,700.00	177.00	11,682.00	366.94	24,218.04	300.00	19,800.00
185	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	286 LF	300.00	85,800.00	162.00	46,332.00	215.51	61,635.86	230.00	65,780.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
186	OVERFLOW PIPE CHECK VALVE	1 LS	*****	10,000.00	*****	12,167.00	*****	17,182.92	*****	25,000.00
187	SANITARY SEWER BYPASS - OUTFALL	1 LS	*****	12,000.00	*****	22,105.00	*****	11,548.63	*****	10,000.00
188	ESC LEAD	1 LS	*****	1,500.00	*****	100.00	*****	3,464.59	*****	100.00
189	INLET PROTECTION	9 EA	80.00	720.00	62.00	558.00	92.38	831.42	150.00	1,350.00
190	STREET CLEANING	160 HR	150.00	24,000.00	108.00	17,280.00	202.10	32,336.00	125.00	20,000.00
191	SILT FENCE	200 LF	9.00	1,800.00	4.00	800.00	4.62	924.00	5.00	1,000.00
192	WATTLE	100 LF	8.00	800.00	4.00	400.00	6.93	693.00	5.00	500.00
193	TOPSOIL TYPE A, 2 INCH THICK	1117 SY	8.00	8,936.00	6.00	6,702.00	5.77	6,445.09	6.00	6,702.00
194	PSIPE 2 GALLON SHRUB	56 EA	30.00	1,680.00	50.00	2,800.00	48.50	2,716.00	50.00	2,800.00
195	PSIPE 5 GALLON SHRUB	52 EA	45.00	2,340.00	68.00	3,536.00	65.82	3,422.64	70.00	3,640.00
196	PSIPE 4 INCH POTTED PLANT	112 EA	8.00	896.00	13.00	1,456.00	12.70	1,422.40	15.00	1,680.00
197	LIVE STAKE ROW	50 LF	10.00	500.00	7.00	350.00	6.93	346.50	10.00	500.00
198	WEED SPRAYING AND CONTROL	3 EA	500.00	1,500.00	595.00	1,785.00	577.43	1,732.29	1,000.00	3,000.00
199	ROCK MULCH	18 CY	50.00	900.00	149.00	2,682.00	46.19	831.42	125.00	2,250.00
200	HYDROSEEDING	200 SY	2.60	520.00	7.00	1,400.00	6.93	1,386.00	8.00	1,600.00
201	SOD INSTALLATION	1117 SY	12.00	13,404.00	7.00	7,819.00	7.04	7,863.68	8.00	8,936.00
202	2 INCH CALIPER SHADE TREE	10 EA	350.00	3,500.00	524.00	5,240.00	508.14	5,081.40	500.00	5,000.00
203	IRRIGATION SYSTEM - GLOVER	1 LS	*****	3,300.00	*****	23,000.00	*****	14,609.02	*****	15,000.00
204	CEMENT CONCRETE CURB	1907 LF	22.00	41,954.00	25.00	47,675.00	23.10	44,051.70	30.00	57,210.00

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### Schedule Description

### Tax Classification

#### Schedule 01

Street and Storm Improvement

Sales tax shall be included in unit prices

205	PRECAST PARKING BUMPER	6 EA	120.00	720.00	113.00	678.00	109.72	658.32	200.00	1,200.00
206	CEMENT CONCRETE DRIVEWAY	191 SY	50.00	9,550.00	64.00	12,224.00	58.32	11,139.12	95.00	18,145.00
207	CEMENT CONC. SIDEWALK	783 SY	45.00	35,235.00	52.00	40,716.00	46.77	36,620.91	68.00	53,244.00
208	RAMP DETECTABLE WARNING	74 SF	25.00	1,850.00	24.00	1,776.00	23.10	1,709.40	35.00	2,590.00
209	CSO 24 OUTFALL REPLACEMENT	1 LS	*****	20,000.00	*****	4,051.00	*****	20,787.55	*****	15,000.00
210	SIGNING, PERMANENT	1 LS	*****	3,000.00	*****	4,458.00	*****	4,330.74	*****	5,000.00
211	PAVEMENT MARKING - DURABLE HEAT APPLIED	40 SF	10.00	400.00	16.00	640.00	15.01	600.40	15.00	600.00
212	PAVEMENT MARKING - PAINT	178 SF	4.00	712.00	4.00	712.00	3.75	667.50	5.00	890.00
213	WORD AND SYMBOL MARKINGS - PAINT	1 EA	150.00	150.00	84.00	84.00	80.84	80.84	100.00	100.00
214	ROCK RETAINING WALL	20 CY	150.00	3,000.00	921.00	18,420.00	808.41	16,168.20	500.00	10,000.00
215	ROCK STAIRWAY	1 LS	*****	4,000.00	*****	14,265.00	*****	13,858.37	*****	3,500.00
216	GRAVEL BACKFILL FOR WALL	15 CY	50.00	750.00	56.00	840.00	34.64	519.60	185.00	2,775.00
217	BACKFILL FOR ROCK WALL	150 CY	30.00	4,500.00	30.00	4,500.00	34.64	5,196.00	85.00	12,750.00
218	CONSTRUCTION GEOTEXTILE	100 SY	9.00	900.00	6.00	600.00	2.31	231.00	3.50	350.00
219	CEMENT CONCRETE WHEELCHAIR RAMP RETROFIT	1 LS	*****	5,000.00	*****	4,160.00	*****	4,042.02	*****	3,300.00
220	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	19 LF	50.00	950.00	169.00	3,211.00	151.87	2,885.53	60.00	1,140.00
221	WHEELCHAIR RAMP RAILING	65 LF	45.00	2,925.00	94.00	6,110.00	40.42	2,627.30	125.00	8,125.00
222	TRAIL PEDESTRIAN RAILING	242 LF	45.00	10,890.00	100.00	24,200.00	40.42	9,781.64	50.00	12,100.00
223	PEDESTRIAN BARRIER FENCE	875 LF	10.00	8,750.00	2.00	1,750.00	5.77	5,048.75	5.00	4,375.00

#### Schedule Totals

1,173,462.70

1,164,923.80

1,180,665.24

1,182,648.80

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Storm Infiltration Ponds					Sales tax shall NOT be included in unit prices					
301	REMOVE TREE, CLASS I	66 EA	400.00	26,400.00	72.00	4,752.00	288.71	19,054.86	100.00	6,600.00
302	REMOVE TREE, CLASS II	9 EA	800.00	7,200.00	1,284.00	11,556.00	1,154.87	10,393.83	1,500.00	13,500.00
303	REMOVE TREE, CLASS III	1 EA	1,200.00	1,200.00	2,913.00	2,913.00	2,309.73	2,309.73	3,000.00	3,000.00
304	REMOVE TREE, CLASS IV	1 EA	2,200.00	2,200.00	3,424.00	3,424.00	3,464.59	3,464.59	5,500.00	5,500.00
305	ROADWAY EXCAVATION INCL. HAUL - AREA (POND)	4500 CY	18.00	81,000.00	15.00	67,500.00	23.44	105,480.00	20.00	90,000.00
306	SITE SHAPING & GRADING	296 SY	40.00	11,840.00	5.00	1,480.00	5.01	1,482.96	15.00	4,440.00
307	COMMON BORROW INCL. HAUL	200 CY	40.00	8,000.00	15.00	3,000.00	35.53	7,106.00	45.00	9,000.00
308	SPECIAL / INDUSTRIAL WASTE	50 TO	60.00	3,000.00	98.00	4,900.00	86.61	4,330.50	150.00	7,500.00
309	HAZARDOUS MATERIAL	150 TO	370.00	55,500.00	391.00	58,650.00	404.20	60,630.00	250.00	37,500.00
310	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	100 CY	18.00	1,800.00	59.00	5,900.00	57.74	5,774.00	50.00	5,000.00
311	HEALTH & SAFETY PLAN	1 LS	*****	7,500.00	*****	4,161.00	*****	3,464.59	*****	1,000.00
312	CRUSHED SURFACING TOP COURSE	81 CY	47.00	3,807.00	72.00	5,832.00	51.05	4,135.05	85.00	6,885.00
313	CRUSHED SURFACING BASE COURSE	9 CY	47.00	423.00	72.00	648.00	46.74	420.66	50.00	450.00
314	DRYWELL TYPE 1	8 EA	2,300.00	18,400.00	3,000.00	24,000.00	3,134.11	25,072.88	6,500.00	52,000.00
315	SILT FENCE	900 LF	9.00	8,100.00	4.00	3,600.00	4.62	4,158.00	5.00	4,500.00
316	PSIPE 2 GALLON SHRUB	56 EA	30.00	1,680.00	50.00	2,800.00	48.50	2,716.00	50.00	2,800.00
317	PSIPE 5 CALLON SHRUB	52 EA	45.00	2,340.00	68.00	3,536.00	65.82	3,422.64	70.00	3,640.00
318	PSIPE 4 INCH POTTED PLANT	75 EA	8.00	600.00	13.00	975.00	12.70	952.50	15.00	1,125.00
319	WEED SPRAYING AND CONTROL	3 EA	500.00	1,500.00	595.00	1,785.00	577.43	1,732.29	100.00	300.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Storm Infiltration Ponds					Sales tax shall NOT be included in unit prices					
320	ROCK MULCH	17 CY	50.00	850.00	149.00	2,533.00	144.36	2,454.12	300.00	5,100.00
321	HYDROSEEDING	9400 SY	2.60	24,440.00	1.00	9,400.00	1.10	10,340.00	1.00	9,400.00
322	LANDSCAPE HERBICIDE	9400 SY	0.40	3,760.00	0.30	2,820.00	0.31	2,914.00	0.50	4,700.00
323	PSIPE 2 INCH CALIPER SHADE TREE	33 EA	400.00	13,200.00	524.00	17,292.00	508.14	16,768.62	500.00	16,500.00
324	PSIPE 4 - 6 FOOT HIGH EVERGREEN TREE	26 EA	400.00	10,400.00	226.00	5,876.00	219.42	5,704.92	750.00	19,500.00
325	TOPSOIL FOR BIO-FILTRATION SWALES, INCL. SE	2202 CY	35.00	77,070.00	49.00	107,898.00	47.35	104,264.70	50.00	110,100.00
326	CONSTRUCT BIO-INFILTRATION POND	12480 SY	9.50	118,560.00	2.00	24,960.00	4.23	52,790.40	2.00	24,960.00
327	IRRIGATION SYSTEM - RIVERWALK	1 LS	*****	35,000.00	*****	51,271.00	*****	42,071.68	*****	55,000.00
328	IRRIGATION SYSTEM - GARDENS	1 LS	*****	20,000.00	*****	34,000.00	*****	25,060.54	*****	35,000.00
329	POROUS PAVING UNITS	324 SY	40.00	12,960.00	85.00	27,540.00	81.99	26,564.76	85.00	27,540.00
330	ENERGY DISSIPATOR	1 LS	*****	3,000.00	*****	9,600.00	*****	7,853.07	*****	10,000.00
331	RELOCATION OF SITE FIXTURES	1 LS	*****	22,000.00	*****	2,400.00	*****	11,664.12	*****	5,000.00
<i>Schedule Totals</i>				583,730.00		507,002.00		574,552.01		577,540.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,500.00	*****	500.00	*****	0.00	*****	0.00
103	WALL MONITORING	1 LS	*****	7,000.00	*****	14,500.00	*****	0.00	*****	0.00
104	POTHOLING	10 EA	700.00	7,000.00	440.00	4,400.00	0.00	0.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	7,000.00	*****	0.00	*****	0.00
106	TYPE B PROGRESS SCHEDULE	1 LS	*****	4,000.00	*****	7,000.00	*****	0.00	*****	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	600.00	1,200.00	1,300.00	2,600.00	0.00	0.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,700.00	*****	1,300.00	*****	0.00	*****	0.00
109	MOBILIZATION	1 LS	*****	130,000.00	*****	75,000.00	*****	0.00	*****	0.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	19,900.00	*****	0.00	*****	0.00
111	SPECIAL SIGNS	16 SF	20.00	320.00	20.00	320.00	0.00	0.00	0.00	0.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	170 HR	7.00	1,190.00	5.40	918.00	0.00	0.00	0.00	0.00
113	TYPE III BARRICADE	10 EA	50.00	500.00	66.00	660.00	0.00	0.00	0.00	0.00
114	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	24,500.00	*****	0.00	*****	0.00
115	AIR OR HYDRO EVACUATION	10 EA	600.00	6,000.00	755.00	7,550.00	0.00	0.00	0.00	0.00
116	TREE PROTECTION ZONE	16 EA	300.00	4,800.00	475.00	7,600.00	0.00	0.00	0.00	0.00
117	REMOVE TREE, CLASS I	2 EA	400.00	800.00	80.00	160.00	0.00	0.00	0.00	0.00
118	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	1,420.00	2,840.00	0.00	0.00	0.00	0.00
119	REMOVE TREE, CLASS III	2 EA	1,200.00	2,400.00	3,220.00	6,440.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
120	TREE PRUNING	9 EA	400.00	3,600.00	315.00	2,835.00	0.00	0.00	0.00	0.00
121	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	3,125.00	*****	0.00	*****	0.00
122	REMOVE EXISTING CURB	1170 LF	7.00	8,190.00	3.40	3,978.00	0.00	0.00	0.00	0.00
123	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	13.00	13,585.00	8.80	9,196.00	0.00	0.00	0.00	0.00
124	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	6 EA	450.00	2,700.00	820.00	4,920.00	0.00	0.00	0.00	0.00
125	REMOVE EXISTING >12 INCH TO <30 INCH DIAMETER PIPE	1157 LF	12.00	13,884.00	9.00	10,413.00	0.00	0.00	0.00	0.00
126	REMOVE EXISTING 30 INCH TO 42 INCH DIAMETER PIPE	206 LF	25.00	5,150.00	13.00	2,678.00	0.00	0.00	0.00	0.00
127	SAWCUTTING CURB	22 EA	40.00	880.00	26.00	572.00	0.00	0.00	0.00	0.00
128	SAWCUTTING RIGID PAVEMENT	80 LFI	1.60	128.00	0.50	40.00	0.00	0.00	0.00	0.00
129	SAWCUTTING FLEXIBLE PAVEMENT	482 LFI	0.80	385.60	0.50	241.00	0.00	0.00	0.00	0.00
130	REMOVE GUARDRAIL	242 LF	15.00	3,630.00	10.50	2,541.00	0.00	0.00	0.00	0.00
131	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	450.00	1,800.00	860.00	3,440.00	0.00	0.00	0.00	0.00
132	ROADWAY EXCAVATION INCL. HAUL	645 CY	17.00	10,965.00	37.80	24,381.00	0.00	0.00	0.00	0.00
133	ROADWAY EXCAVATION INCL. HAUL - AREA (PARKING LOT)	230 CY	19.00	4,370.00	42.10	9,683.00	0.00	0.00	0.00	0.00
134	REMOVE UNSUITABLE FOUNDATION MATERIAL	55 CY	25.00	1,375.00	34.80	1,914.00	0.00	0.00	0.00	0.00
135	REPLACE UNSUITABLE FOUNDATION MATERIAL	55 CY	30.00	1,650.00	62.60	3,443.00	0.00	0.00	0.00	0.00
136	PREPARATION OF UNTREATED ROADWAY	3317 SY	2.60	8,624.20	1.25	4,146.25	0.00	0.00	0.00	0.00
137	PREPARATION OF UNTREATED ROADWAY, PARKING LOT	1178 SY	3.00	3,534.00	1.25	1,472.50	0.00	0.00	0.00	0.00



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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
138	PREPARATION OF UNTREATED ROADWAY, HMA TRAIL	1150 SY	3.00	3,450.00	1.25	1,437.50	0.00	0.00	0.00	0.00
139	CRUSHED SURFACING TOP COURSE	308 CY	47.00	14,476.00	41.00	12,628.00	0.00	0.00	0.00	0.00
140	CRUSHED SURFACING BASE COURSE	378 CY	47.00	17,766.00	41.00	15,498.00	0.00	0.00	0.00	0.00
141	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	80.00	4,640.00	147.00	8,526.00	0.00	0.00	0.00	0.00
142	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	4495 SY	14.00	62,930.00	17.60	79,112.00	0.00	0.00	0.00	0.00
143	HMA CL. 3/8 IN. PG 64-28, 2 INCH THICK	1150 SY	9.00	10,350.00	18.40	21,160.00	0.00	0.00	0.00	0.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	10 SY	40.00	400.00	112.00	1,120.00	0.00	0.00	0.00	0.00
145	SOIL RESIDUAL HERBICIDE	2994 SY	0.35	1,047.90	2.00	5,988.00	0.00	0.00	0.00	0.00
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	10 SY	26.00	260.00	65.00	650.00	0.00	0.00	0.00	0.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
148	COMPACTION PRICE ADJUSTMENT	1 CAL	900.00	900.00	900.00	900.00	0.00	0.00	0.00	0.00
149	COMMERCIAL CONCRETE	20 CY	150.00	3,000.00	200.00	4,000.00	0.00	0.00	0.00	0.00
150	CEMENT CONCRETE GRAVITY WALL	242 LF	80.00	19,360.00	177.50	42,955.00	0.00	0.00	0.00	0.00
151	REMOVE AND REPLACE ROCK HEADWALL	1 LS	*****	7,000.00	*****	1,880.00	*****	0.00	*****	0.00
152	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	380 LF	110.00	41,800.00	110.45	41,971.00	0.00	0.00	0.00	0.00
153	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	466 LF	100.00	46,600.00	80.00	37,280.00	0.00	0.00	0.00	0.00
154	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	224 LF	100.00	22,400.00	94.00	21,056.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
155	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	7 LF	120.00	840.00	177.00	1,239.00	0.00	0.00	0.00	0.00
156	DUCTILE IRON STORM SEWER PIPE 24 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	665 LF	140.00	93,100.00	163.60	108,794.00	0.00	0.00	0.00	0.00
157	MANHOLE TYPE I - 48, BASIC PRICE	11 EA	3,400.00	37,400.00	3,100.00	34,100.00	0.00	0.00	0.00	0.00
158	MANHOLE TYPE III - 60, BASIC PRICE	1 EA	5,000.00	5,000.00	11,150.00	11,150.00	0.00	0.00	0.00	0.00
159	MANHOLE TYPE III - 72, BASIC PRICE	4 EA	6,700.00	26,800.00	8,900.00	35,600.00	0.00	0.00	0.00	0.00
160	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	5 VF	130.00	650.00	198.00	990.00	0.00	0.00	0.00	0.00
161	MANHOLE ADDITIONAL HEIGHT 60 IN. DIAM. TYPE III	4 VF	225.00	900.00	123.75	495.00	0.00	0.00	0.00	0.00
162	ManhOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE III	9 VF	250.00	2,250.00	210.00	1,890.00	0.00	0.00	0.00	0.00
163	CATCH BASIN TYPE 1	8 EA	2,100.00	16,800.00	2,640.00	21,120.00	0.00	0.00	0.00	0.00
164	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	650.00	3,250.00	560.00	2,800.00	0.00	0.00	0.00	0.00
165	VALVE BOX AND COVER	3 EA	350.00	1,050.00	540.00	1,620.00	0.00	0.00	0.00	0.00
166	MANHOLE TEST	3 EA	700.00	2,100.00	850.00	2,550.00	0.00	0.00	0.00	0.00
167	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	300.00	1,500.00	690.00	3,450.00	0.00	0.00	0.00	0.00
168	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	20.00	500.00	35.00	875.00	0.00	0.00	0.00	0.00
169	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	26.00	650.00	58.36	1,459.00	0.00	0.00	0.00	0.00
170	IMPORTED BACKFILL	50 CY	25.00	1,250.00	38.00	1,900.00	0.00	0.00	0.00	0.00
171	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	20,350.00	*****	0.00	*****	0.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
172	SIDE SEWER CLEANING AND VIDEO INSPECTION	4 EA	700.00	2,800.00	1,250.00	5,000.00	0.00	0.00	0.00	0.00
173	CATCH BASIN SEWER PIPE 8 IN. DIAM.	70 LF	44.00	3,080.00	58.00	4,060.00	0.00	0.00	0.00	0.00
174	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	65 LF	50.00	3,250.00	60.00	3,900.00	0.00	0.00	0.00	0.00
175	CONNECT 24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	1,450.00	1,450.00	0.00	0.00	0.00	0.00
176	PLUGGING EXISTING PIPE	3 EA	300.00	900.00	400.00	1,200.00	0.00	0.00	0.00	0.00
177	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,000.00	*****	12,000.00	*****	0.00	*****	0.00
178	CLEANING EXISTING SANITARY SEWER	3 EA	700.00	2,100.00	950.00	2,850.00	0.00	0.00	0.00	0.00
179	CONCRETE PIPE ANCHOR	2 EA	1,500.00	3,000.00	1,000.00	2,000.00	0.00	0.00	0.00	0.00
180	DI PIPE FOR WATER MAIN 6 IN. DIAM.	513 LF	40.00	20,520.00	60.00	30,780.00	0.00	0.00	0.00	0.00
181	PIPE RESTRAINTMENT SUPPORT	208 LF	25.00	5,200.00	6.15	1,279.20	0.00	0.00	0.00	0.00
182	GATE VALVE 6 IN.	1 EA	1,100.00	1,100.00	1,250.00	1,250.00	0.00	0.00	0.00	0.00
183	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	52 LF	150.00	7,800.00	221.00	11,492.00	0.00	0.00	0.00	0.00
184	DUCTILE IRON SEWER PIPE 30 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	66 LF	450.00	29,700.00	300.00	19,800.00	0.00	0.00	0.00	0.00
185	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	286 LF	300.00	85,800.00	303.00	86,658.00	0.00	0.00	0.00	0.00
186	OVERFLOW PIPE CHECK VALVE	1 LS	*****	10,000.00	*****	22,100.00	*****	0.00	*****	0.00
187	SANITARY SEWER BYPASS - OUTFALL	1 LS	*****	12,000.00	*****	28,500.00	*****	0.00	*****	0.00
188	ESC LEAD	1 LS	*****	1,500.00	*****	1,420.00	*****	0.00	*****	0.00
189	INLET PROTECTION	9 EA	80.00	720.00	100.00	900.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
190	STREET CLEANING	160 HR	150.00	24,000.00	223.50	35,760.00	0.00	0.00	0.00	0.00
191	SILT FENCE	200 LF	9.00	1,800.00	5.57	1,114.00	0.00	0.00	0.00	0.00
192	WATTLE	100 LF	8.00	800.00	4.86	486.00	0.00	0.00	0.00	0.00
193	TOPSOIL TYPE A, 2 INCH THICK	1117 SY	8.00	8,936.00	5.00	5,585.00	0.00	0.00	0.00	0.00
194	PSIPE 2 GALLON SHRUB	56 EA	30.00	1,680.00	52.50	2,940.00	0.00	0.00	0.00	0.00
195	PSIPE 5 GALLON SHRUB	52 EA	45.00	2,340.00	92.00	4,784.00	0.00	0.00	0.00	0.00
196	PSIPE 4 INCH POTTED PLANT	112 EA	8.00	896.00	13.50	1,512.00	0.00	0.00	0.00	0.00
197	LIVE STAKE ROW	50 LF	10.00	500.00	40.00	2,000.00	0.00	0.00	0.00	0.00
198	WEED SPRAYING AND CONTROL	3 EA	500.00	1,500.00	2,900.00	8,700.00	0.00	0.00	0.00	0.00
199	ROCK MULCH	18 CY	50.00	900.00	79.00	1,422.00	0.00	0.00	0.00	0.00
200	HYDROSEEDING	200 SY	2.60	520.00	2.63	526.00	0.00	0.00	0.00	0.00
201	SOD INSTALLATION	1117 SY	12.00	13,404.00	12.00	13,404.00	0.00	0.00	0.00	0.00
202	2 INCH CALIPER SHADE TREE	10 EA	350.00	3,500.00	480.00	4,800.00	0.00	0.00	0.00	0.00
203	IRRIGATION SYSTEM - GLOVER	1 LS	*****	3,300.00	*****	18,500.00	*****	0.00	*****	0.00
204	CEMENT CONCRETE CURB	1907 LF	22.00	41,954.00	26.25	50,058.75	0.00	0.00	0.00	0.00
205	PRECAST PARKING BUMPER	6 EA	120.00	720.00	150.00	900.00	0.00	0.00	0.00	0.00
206	CEMENT CONCRETE DRIVEWAY	191 SY	50.00	9,550.00	66.00	12,606.00	0.00	0.00	0.00	0.00
207	CEMENT CONC. SIDEWALK	783 SY	45.00	35,235.00	53.00	41,499.00	0.00	0.00	0.00	0.00
208	RAMP DETECTABLE WARNING	74 SF	25.00	1,850.00	26.50	1,961.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Storm Improvement					Sales tax shall be included in unit prices					
209	CSO 24 OUTFALL REPLACEMENT	1 LS	*****	20,000.00	*****	5,250.00	*****	0.00	*****	0.00
210	SIGNING, PERMANENT	1 LS	*****	3,000.00	*****	4,450.00	*****	0.00	*****	0.00
211	PAVEMENT MARKING - DURABLE HEAT APPLIED	40 SF	10.00	400.00	15.40	616.00	0.00	0.00	0.00	0.00
212	PAVEMENT MARKING - PAINT	178 SF	4.00	712.00	5.00	890.00	0.00	0.00	0.00	0.00
213	WORD AND SYMBOL MARKINGS - PAINT	1 EA	150.00	150.00	100.00	100.00	0.00	0.00	0.00	0.00
214	ROCK RETAINING WALL	20 CY	150.00	3,000.00	165.00	3,300.00	0.00	0.00	0.00	0.00
215	ROCK STAIRWAY	1 LS	*****	4,000.00	*****	2,900.00	*****	0.00	*****	0.00
216	GRAVEL BACKFILL FOR WALL	15 CY	50.00	750.00	132.00	1,980.00	0.00	0.00	0.00	0.00
217	BACKFILL FOR ROCK WALL	150 CY	30.00	4,500.00	50.00	7,500.00	0.00	0.00	0.00	0.00
218	CONSTRUCTION GEOTEXTILE	100 SY	9.00	900.00	3.17	317.00	0.00	0.00	0.00	0.00
219	CEMENT CONCRETE WHEELCHAIR RAMP RETROFIT	1 LS	*****	5,000.00	*****	8,100.00	*****	0.00	*****	0.00
220	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	19 LF	50.00	950.00	173.00	3,287.00	0.00	0.00	0.00	0.00
221	WHEELCHAIR RAMP RAILING	65 LF	45.00	2,925.00	49.00	3,185.00	0.00	0.00	0.00	0.00
222	TRAIL PEDESTRIAN RAILING	242 LF	45.00	10,890.00	39.00	9,438.00	0.00	0.00	0.00	0.00
223	PEDESTRIAN BARRIER FENCE	875 LF	10.00	8,750.00	2.20	1,925.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				1,173,462.70		1,317,185.20		0.00		0.00

<i>Project Number:</i> <b>2017177</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_					
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Storm Infiltration Ponds					Sales tax shall NOT be included in unit prices					
301	REMOVE TREE, CLASS I	66 EA	400.00	26,400.00	79.00	5,214.00	0.00	0.00	0.00	0.00
302	REMOVE TREE, CLASS II	9 EA	800.00	7,200.00	1,420.00	12,780.00	0.00	0.00	0.00	0.00
303	REMOVE TREE, CLASS III	1 EA	1,200.00	1,200.00	3,200.00	3,200.00	0.00	0.00	0.00	0.00
304	REMOVE TREE, CLASS IV	1 EA	2,200.00	2,200.00	3,800.00	3,800.00	0.00	0.00	0.00	0.00
305	ROADWAY EXCAVATION INCL. HAUL - AREA (POND)	4500 CY	18.00	81,000.00	14.00	63,000.00	0.00	0.00	0.00	0.00
306	SITE SHAPING & GRADING	296 SY	40.00	11,840.00	12.50	3,700.00	0.00	0.00	0.00	0.00
307	COMMON BORROW INCL. HAUL	200 CY	40.00	8,000.00	18.47	3,694.00	0.00	0.00	0.00	0.00
308	SPECIAL / INDUSTRIAL WASTE	50 TO	60.00	3,000.00	52.40	2,620.00	0.00	0.00	0.00	0.00
309	HAZARDOUS MATERIAL	150 TO	370.00	55,500.00	289.22	43,383.00	0.00	0.00	0.00	0.00
310	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	100 CY	18.00	1,800.00	32.98	3,298.00	0.00	0.00	0.00	0.00
311	HEALTH & SAFETY PLAN	1 LS	*****	7,500.00	*****	7,000.00	*****	0.00	*****	0.00
312	CRUSHED SURFACING TOP COURSE	81 CY	47.00	3,807.00	40.00	3,240.00	0.00	0.00	0.00	0.00
313	CRUSHED SURFACING BASE COURSE	9 CY	47.00	423.00	40.00	360.00	0.00	0.00	0.00	0.00
314	DRYWELL TYPE 1	8 EA	2,300.00	18,400.00	3,350.00	26,800.00	0.00	0.00	0.00	0.00
315	SILT FENCE	900 LF	9.00	8,100.00	5.31	4,779.00	0.00	0.00	0.00	0.00
316	PSIPE 2 GALLON SHRUB	56 EA	30.00	1,680.00	473.00	26,488.00	0.00	0.00	0.00	0.00
317	PSIPE 5 CALLON SHRUB	52 EA	45.00	2,340.00	92.00	4,784.00	0.00	0.00	0.00	0.00
318	PSIPE 4 INCH POTTED PLANT	75 EA	8.00	600.00	13.00	975.00	0.00	0.00	0.00	0.00
319	WEED SPRAYING AND CONTROL	3 EA	500.00	1,500.00	2,900.00	8,700.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Storm Infiltration Ponds					Sales tax shall NOT be included in unit prices					
320	ROCK MULCH	17 CY	50.00	850.00	78.00	1,326.00	0.00	0.00	0.00	0.00
321	HYDROSEEDING	9400 SY	2.60	24,440.00	2.63	24,722.00	0.00	0.00	0.00	0.00
322	LANDSCAPE HERBICIDE	9400 SY	0.40	3,760.00	0.66	6,204.00	0.00	0.00	0.00	0.00
323	PSIPE 2 INCH CALIPER SHADE TREE	33 EA	400.00	13,200.00	473.00	15,609.00	0.00	0.00	0.00	0.00
324	PSIPE 4 - 6 FOOT HIGH EVERGREEN TREE	26 EA	400.00	10,400.00	200.00	5,200.00	0.00	0.00	0.00	0.00
325	TOPSOIL FOR BIO-FILTRATION SWALES, INCL. SE	2202 CY	35.00	77,070.00	47.50	104,595.00	0.00	0.00	0.00	0.00
326	CONSTRUCT BIO-INFILTRATION POND	12480 SY	9.50	118,560.00	0.70	8,736.00	0.00	0.00	0.00	0.00
327	IRRIGATION SYSTEM - RIVERWALK	1 LS	*****	35,000.00	*****	61,500.00	*****	0.00	*****	0.00
328	IRRIGATION SYSTEM - GARDENS	1 LS	*****	20,000.00	*****	24,500.00	*****	0.00	*****	0.00
329	POROUS PAVING UNITS	324 SY	40.00	12,960.00	144.50	46,818.00	0.00	0.00	0.00	0.00
330	ENERGY DISSIPATOR	1 LS	*****	3,000.00	*****	8,750.00	*****	0.00	*****	0.00
331	RELOCATION OF SITE FIXTURES	1 LS	*****	22,000.00	*****	19,000.00	*****	0.00	*****	0.00
<i>Schedule Totals</i>				583,730.00		554,775.00		0.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,173,462.70	0.00	583,730.00	0.00	0.00	0.00	0.00	0.00	1,757,192.70
Halme Construction Inc	1,164,923.80	0.00	507,002.00	0.00	0.00	0.00	0.00	0.00	1,671,925.80
T LaRiviere Equipment	1,180,665.24	0.00	574,552.01	0.00	0.00	0.00	0.00	0.00	1,755,217.25
N A Degerstrom Inc	1,182,648.80	0.00	577,540.00	0.00	0.00	0.00	0.00	0.00	1,760,188.80
DW Excavating, Inc.	1,317,185.20	0.00	554,775.00	0.00	0.00	0.00	0.00	0.00	1,871,960.20

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,164,923.80	\$1,173,462.70	0.73	% Under Estimate
Schedule 03	\$551,618.18	\$635,098.24	13.14	% Under Estimate
Bid Totals	\$1,716,541.98	\$1,808,560.94	5.09	% Under Estimate



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

12/18/2017

<b>Date Rec'd</b>	12/6/2017
<b>Clerk's File #</b>	PRO 2017-0034
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2015178
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 18748
<b>Agenda Item Name</b>	0370 - LOW BID AWARD – HALME CONSTRUCTION, INC.		

**Agenda Wording**

Low Bid of Halme Construction, Inc. (Spokane, WA) for CSO Basin 25 Improvements, Phase 2 - \$2,047,467.10. An administrative reserve of \$204,746.71, which is 10% of the contract price, will be set aside. (Peaceful Valley Neighborhood Council)

**Summary (Background)**

On November 11, 2017 bids were opened for the above project. The Engineers Estimate for this project is \$2,220,904.20. The low bid was from Halme Construction, Inc. in the amount of \$2,047,467.10, which is \$175,437.10 or 7.90% under the Engineer's Estimate; other bids were received as follows: T LaRiviere Equipment & Excavation, Inc. - \$2,124,052.78, N.A. Degerstrom, Inc. - \$2,513,596.85 and DW Excavating, Inc. - \$2,522,303.50.

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

Expense	\$ 2,044,563.64	# 4340 43416 94000 56501 10025
Expense	\$ 223,830.58	# 4340 43416 94000 56501 10025
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 11/27/17
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Engineering Admin	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	kkeck@spokanecity.org	
<b><u>Additional Approvals</u></b>		mdoval@spokanecity.org	
<b><u>Purchasing</u></b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		publicworksaccounting@spokanecity.org	
		dbuller@spokanecity.org	

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

**Project Number:** 2015178

**Project Description** CSO Basin 25 Improvements - Phase 2

**Funding Source** Local

**Preparer** Rich Proszek

**Original Date** 11/13/2017 9:33:34 AM

**Update Date** 12/11/2017 2:01:59 PM

**Addendum** ADDENDUM NO. 1

Project Number: 2015178			Engineer's Estimate		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Street and Stormwater					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	-1.00	-1.00
102	SPCC PLAN	1 LS	*****	1,500.00	*****	100.00	*****	5,191.04	*****	100.00
103	WALL MONITORING	1 LS	*****	7,000.00	*****	6,000.00	*****	2,883.91	*****	1,000.00
104	POTHOLING	10 EA	700.00	7,000.00	400.00	4,000.00	346.07	3,460.70	300.00	3,000.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	100.00	*****	2,307.13	*****	100.00
106	PRIVATE PARKING ACCESS	1 LS	*****	10,000.00	*****	7,500.00	*****	5,767.82	*****	1,500.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	600.00	2,400.00	1,100.00	4,400.00	2,018.74	8,074.96	600.00	2,400.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,700.00	*****	3,600.00	*****	2,883.91	*****	5,000.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	4,000.00	*****	100.00	*****	576.78	*****	100.00
110	MOBILIZATION	1 LS	*****	145,000.00	*****	160,000.00	*****	76,148.67	*****	215,000.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	7,400.00	*****	51,910.39	*****	50,000.00
112	SPECIAL SIGNS	18 SF	20.00	360.00	15.00	270.00	13.84	249.12	750.00	13,500.00
113	SEQUENTIAL ARROW SIGN	600 HR	5.00	3,000.00	4.00	2,400.00	2.31	1,386.00	6.00	3,600.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	5.00	2,000.00	6.92	2,768.00	30.00	12,000.00

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115	TYPE III BARRICADE	6 EA	50.00	300.00	54.00	324.00	23.07	138.42	150.00	900.00
116	CLEARING AND GRUBBING	1 LS	*****	12,000.00	*****	2,036.00	*****	19,299.62	*****	15,000.00
117	TREE PROTECTION ZONE	9 EA	300.00	2,700.00	123.00	1,107.00	415.28	3,737.52	450.00	4,050.00
118	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,284.00	1,284.00	1,153.56	1,153.56	1,500.00	1,500.00
119	TREE PRUNING	3 EA	400.00	1,200.00	286.00	858.00	276.86	830.58	300.00	900.00
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	35,000.00	*****	6,500.00	*****	10,843.50	*****	40,000.00
121	REMOVE EXISTING CURB	1768 LF	7.00	12,376.00	3.00	5,304.00	6.23	11,014.64	3.00	5,304.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1213 SY	13.00	15,769.00	5.00	6,065.00	9.66	11,717.58	5.00	6,065.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	12 EA	450.00	5,400.00	191.00	2,292.00	692.14	8,305.68	700.00	8,400.00
124	REMOVE EXISTING > 12 INCH TO < 30 IN DIAMETER PIPE	1093 LF	12.00	13,116.00	7.00	7,651.00	9.23	10,088.39	25.00	27,325.00
125	REMOVE EXISTING 30 INCH TO 42 INCH DIAMETER PIPE	825 LF	25.00	20,625.00	9.00	7,425.00	12.69	10,469.25	40.00	33,000.00
126	SAWCUTTING CURB	36 EA	40.00	1,440.00	24.00	864.00	23.07	830.52	50.00	1,800.00
127	SAWCUTTING RIGID PAVEMENT	862 LFI	1.60	1,379.20	1.00	862.00	2.31	1,991.22	1.00	862.00
128	SAWCUTTING FLEXIBLE PAVEMENT	961 LFI	0.80	768.80	0.30	288.30	0.87	836.07	0.85	816.85
129	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	450.00	1,800.00	260.00	1,040.00	317.23	1,268.92	1,000.00	4,000.00
130	ROADWAY EXCAVATION INCL. HAUL	2740 CY	17.00	46,580.00	18.00	49,320.00	22.46	61,540.40	20.00	54,800.00
131	REMOVE UNSUITABLE FOUNDATION MATERIAL	130 CY	25.00	3,250.00	16.00	2,080.00	25.13	3,266.90	40.00	5,200.00
132	REPLACE UNSUITABLE FOUNDATION MATERIAL	130 CY	30.00	3,900.00	13.00	1,690.00	46.72	6,073.60	40.00	5,200.00
133	COMMON BORROW INCL. HAUL	1250 CY	20.00	25,000.00	15.00	18,750.00	35.51	44,387.50	35.00	43,750.00

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134	SPECIAL / INDUSTRIAL WASTE	150 TO	60.00	9,000.00	98.00	14,700.00	86.52	12,978.00	150.00	22,500.00
135	HAZARDOUS MATERIAL	100 TO	370.00	37,000.00	390.00	39,000.00	403.75	40,375.00	250.00	25,000.00
136	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	200 CY	18.00	3,600.00	59.00	11,800.00	57.68	11,536.00	30.00	6,000.00
137	HEALTH AND SAFETY PLAN	1 LS	*****	7,500.00	*****	4,160.00	*****	3,460.69	*****	100.00
138	PREPARATION OF UNTREATED ROADWAY	7776 SY	2.60	20,217.60	1.00	7,776.00	1.33	10,342.08	3.00	23,328.00
139	CONTROLLED DENSITY FILL	30 CY	120.00	3,600.00	125.00	3,750.00	144.20	4,326.00	150.00	4,500.00
140	CRUSHED SURFACING TOP COURSE	338 CY	47.00	15,886.00	53.00	17,914.00	51.32	17,346.16	40.00	13,520.00
141	CRUSHED SURFACING BASE COURSE	844 CY	47.00	39,668.00	38.00	32,072.00	46.72	39,431.68	40.00	33,760.00
142	CSTC FOR SIDEWALK AND DRIVEWAYS	130 CY	80.00	10,400.00	98.00	12,740.00	115.61	15,029.30	80.00	10,400.00
143	HMA CL. 1/2 IN. PG 70-28, 7 INCH THICK	6071 SY	32.00	194,272.00	35.00	212,485.00	33.19	201,496.49	30.00	182,130.00
144	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	1705 SY	18.00	30,690.00	22.00	37,510.00	24.27	41,380.35	20.00	34,100.00
145	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	12 SY	40.00	480.00	90.00	1,080.00	360.66	4,327.92	125.00	1,500.00
146	TEMPORARY PATCH	100 SY	20.00	2,000.00	25.00	2,500.00	77.29	7,729.00	125.00	12,500.00
147	SOIL RESIDUAL HERBICIDE	7776 SY	0.35	2,721.60	0.30	2,332.80	0.35	2,721.60	0.25	1,944.00
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	12 SY	26.00	312.00	14.00	168.00	23.07	276.84	100.00	1,200.00
149	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	18 SY	23.00	414.00	61.00	1,098.00	230.71	4,152.78	50.00	900.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
151	COMPACTION PRICE ADJUSTMENT	1 CAL	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00
152	RETAINING WALL	1 LS	*****	25,000.00	*****	15,000.00	*****	37,929.19	*****	5,000.00

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153	CONC. CLASS 4000	60 CY	200.00	12,000.00	847.00	50,820.00	207.64	12,458.40	600.00	36,000.00
154	STEEL REINFORCING BAR	8100 LB	1.40	11,340.00	4.00	32,400.00	0.65	5,265.00	1.50	12,150.00
155	THREADED ANCHOR BOLT	75 EA	25.00	1,875.00	68.00	5,100.00	18.92	1,419.00	75.00	5,625.00
156	ROCK TEXTURE	400 SF	70.00	28,000.00	69.00	27,600.00	25.84	10,336.00	50.00	20,000.00
157	WSDOT LOW PROFILE BARRIER CURB TYPE GD-3	285 LF	75.00	21,375.00	101.00	28,785.00	98.05	27,944.25	120.00	34,200.00
158	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1287 LF	100.00	128,700.00	65.00	83,655.00	49.97	64,311.39	60.00	77,220.00
159	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	38 LF	75.00	2,850.00	83.00	3,154.00	36.26	1,377.88	50.00	1,900.00
160	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	292 LF	50.00	14,600.00	40.00	11,680.00	28.58	8,345.36	55.00	16,060.00
161	MANHOLE TYPE I - 48, BASIC PRICE	11 EA	3,400.00	37,400.00	3,566.00	39,226.00	2,432.14	26,753.54	5,000.00	55,000.00
162	MANHOLE TYPE II - 72, BASIC PRICE	2 EA	6,700.00	13,400.00	10,116.00	20,232.00	5,731.01	11,462.02	10,000.00	20,000.00
163	MANHOLE TYPE II - 96, BASIC PRICE	1 EA	12,000.00	12,000.00	19,178.00	19,178.00	20,314.70	20,314.70	15,000.00	15,000.00
164	MANHOLE TYPE III - 72, BASIC PRICE	1 EA	6,700.00	6,700.00	7,214.00	7,214.00	7,695.30	7,695.30	10,000.00	10,000.00
165	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	22 VF	130.00	2,860.00	72.00	1,584.00	173.03	3,806.66	100.00	2,200.00
166	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	22 VF	250.00	5,500.00	216.00	4,752.00	346.07	7,613.54	200.00	4,400.00
167	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE III	1 VF	280.00	280.00	216.00	216.00	403.75	403.75	400.00	400.00
168	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	6 VF	300.00	1,800.00	216.00	1,296.00	461.43	2,768.58	500.00	3,000.00
169	CATCH BASIN TYPE 1	13 EA	2,100.00	27,300.00	2,232.00	29,016.00	2,385.04	31,005.52	2,000.00	26,000.00

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170	CATCH BASIN TYPE 3	2 EA	2,200.00	4,400.00	2,700.00	5,400.00	2,698.65	5,397.30	2,200.00	4,400.00
171	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	930.00	930.00	519.10	519.10	1,000.00	1,000.00
172	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	4 EA	650.00	2,600.00	532.00	2,128.00	519.10	2,076.40	700.00	2,800.00
173	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	8 EA	650.00	5,200.00	573.00	4,584.00	576.78	4,614.24	750.00	6,000.00
174	VALVE BOX AND COVER	4 EA	350.00	1,400.00	180.00	720.00	432.59	1,730.36	400.00	1,600.00
175	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	392.00	392.00	1,000.31	1,000.31	2,000.00	2,000.00
176	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	600.00	600.00	2,056.00	2,056.00	1,349.13	1,349.13	2,500.00	2,500.00
177	CONNECT 42 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,200.00	2,200.00	2,256.00	2,256.00	1,820.40	1,820.40	5,000.00	5,000.00
178	MANHOLE TEST	2 EA	700.00	1,400.00	944.00	1,888.00	595.73	1,191.46	2,500.00	5,000.00
179	CSO 25 REGULATOR VAULT AND APPURTENANCES	1 LS	*****	75,000.00	*****	81,500.00	*****	63,953.56	*****	120,000.00
180	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	100.00	200.00	605.62	1,211.24	600.00	1,200.00
181	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	20.00	500.00	16.00	400.00	25.13	628.25	65.00	1,625.00
182	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	26.00	650.00	13.00	325.00	46.72	1,168.00	65.00	1,625.00
183	IMPORTED BACKFILL	150 CY	25.00	3,750.00	16.00	2,400.00	55.33	8,299.50	40.00	6,000.00
184	TRENCH SAFETY SYSTEM	1 LS	*****	4,500.00	*****	4,160.00	*****	11,535.64	*****	1,000.00
185	SIDE SEWER CLEANING AND VIDEO INSPECTION	4 EA	700.00	2,800.00	832.00	3,328.00	1,095.89	4,383.56	800.00	3,200.00
186	PLUGGING EXISTING PIPE	4 EA	300.00	1,200.00	178.00	712.00	103.82	415.28	500.00	2,000.00

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187	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,500.00	*****	5,000.00	*****	5,767.82	*****	1,500.00
188	CLEANING EXISTING SANITARY SEWER	14 EA	700.00	9,800.00	357.00	4,998.00	830.57	11,627.98	200.00	2,800.00
189	CONCRETE PIPE ANCHOR	3 EA	1,500.00	4,500.00	552.00	1,656.00	576.78	1,730.34	1,500.00	4,500.00
190	DI PIPE FOR WATER MAIN 6 IN. DIAM.	600 LF	40.00	24,000.00	41.00	24,600.00	44.74	26,844.00	50.00	30,000.00
191	DI PIPE FOR WATER MAIN 8 IN. DIAM.	1224 LF	60.00	73,440.00	46.00	56,304.00	47.88	58,605.12	55.00	67,320.00
192	PIPE RESTRAINTMENT SUPPORT	285 LF	25.00	7,125.00	27.00	7,695.00	14.57	4,152.45	15.00	4,275.00
193	GATE VALVE 6 IN.	5 EA	1,100.00	5,500.00	987.00	4,935.00	1,217.50	6,087.50	1,500.00	7,500.00
194	GATE VALVE 8 IN.	3 EA	1,500.00	4,500.00	1,390.00	4,170.00	1,575.20	4,725.60	2,500.00	7,500.00
195	HYDRANT ASSEMBLY	4 EA	4,500.00	18,000.00	4,900.00	19,600.00	5,188.00	20,752.00	7,500.00	30,000.00
196	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	43 LF	50.00	2,150.00	47.00	2,021.00	32.90	1,414.70	55.00	2,365.00
197	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	113 LF	85.00	9,605.00	88.00	9,944.00	59.87	6,765.31	100.00	11,300.00
198	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	150.00	3,750.00	148.00	3,700.00	127.35	3,183.75	220.00	5,500.00
199	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	538 LF	300.00	161,400.00	192.00	103,296.00	241.08	129,701.04	275.00	147,950.00
200	SANITARY SEWER PIPE 72 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	650.00	195,000.00	519.00	155,700.00	554.40	166,320.00	685.00	205,500.00
201	CSO 24 OVERFLOW BYPASS	1 LS	*****	20,000.00	*****	10,000.00	*****	12,000.00	*****	25,000.00
202	ESC LEAD	1 LS	*****	1,500.00	*****	100.00	*****	3,460.69	*****	100.00
203	INLET PROTECTION	12 EA	80.00	960.00	62.00	744.00	92.29	1,107.48	150.00	1,800.00

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204	STREET CLEANING	80 HR	150.00	12,000.00	108.00	8,640.00	201.87	16,149.60	125.00	10,000.00
205	TOPSOIL TYPE A, 2 INCH THICK	100 SY	8.00	800.00	12.00	1,200.00	11.54	1,154.00	5.50	550.00
206	ROCK MULCH	2 CY	50.00	100.00	238.00	476.00	28.84	57.68	200.00	400.00
207	HYDROSEEDING	50 SY	2.60	130.00	24.00	1,200.00	23.07	1,153.50	10.00	500.00
208	SOD INSTALLATION	50 SY	12.00	600.00	30.00	1,500.00	28.84	1,442.00	20.00	1,000.00
209	2 INCH CALIPER SHADE TREE	7 EA	350.00	2,450.00	832.00	5,824.00	807.50	5,652.50	450.00	3,150.00
210	IRRIGATION SYSTEM	1 LS	*****	2,200.00	*****	5,000.00	*****	10,958.86	*****	15,000.00
211	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	6,537.00	*****	6,344.60	*****	3,500.00
212	CEMENT CONCRETE CURB	1970 LF	22.00	43,340.00	20.00	39,400.00	17.30	34,081.00	28.00	55,160.00
213	CEMENT CONCRETE DRIVEWAY	176 SY	50.00	8,800.00	60.00	10,560.00	54.51	9,593.76	70.00	12,320.00
214	VINYL COATED CHAIN LINK FENCE	290 LF	30.00	8,700.00	47.00	13,630.00	44.91	13,023.90	40.00	11,600.00
215	CEMENT CONC. SIDEWALK	1835 SY	45.00	82,575.00	56.00	102,760.00	50.47	92,612.45	65.00	119,275.00
216	REINFORCED CEMENT CONC. SIDEWALK	146 SY	55.00	8,030.00	84.00	12,264.00	77.87	11,369.02	120.00	17,520.00
217	RAMP DETECTABLE WARNING	80 SF	25.00	2,000.00	24.00	1,920.00	23.07	1,845.60	30.00	2,400.00
218	REINSTALL PARKING METER - STANDARD SIDEWALK	20 EA	50.00	1,000.00	280.00	5,600.00	271.09	5,421.80	300.00	6,000.00
219	TRAFFIC SIGNAL SYSTEM RETROFIT, MAIN AVE & MONROE ST	1 LS	*****	25,000.00	*****	20,000.00	*****	30,857.85	*****	30,000.00
220	ELECTRICAL SERVICE SYSTEM, CSO 25	1 LS	*****	8,000.00	*****	5,000.00	*****	12,112.43	*****	10,000.00
221	SIGNING, PERMANENT	1 LS	*****	7,000.00	*****	5,000.00	*****	10,093.69	*****	10,000.00
222	PAVEMENT MARKING - DURABLE HEAT APPLIED	195 SF	10.00	1,950.00	15.00	2,925.00	13.84	2,698.80	15.00	2,925.00



<i>Project Number: 2015178</i>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	Street and Stormwater				Sales tax shall be included in unit prices					
223	PAVEMENT MARKING - DURABLE INLAY TAPE	187 SF	7.00	1,309.00	16.00	2,992.00	15.00	2,805.00	17.00	3,179.00
224	PAVEMENT MARKING - PAINT	17 SF	4.00	68.00	12.00	204.00	11.54	196.18	25.00	425.00
225	PEDESTRIAN DETOUR	1 LS	*****	2,000.00	*****	1,900.00	*****	8,305.66	*****	5,000.00
<i>Schedule Totals</i>				2,040,785.20		1,882,476.10		1,927,489.66		2,329,971.85

<b>Project Number: 2015178</b>			<b>Engineer's Estimate</b>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 03**

Sanitary Sewer

Sales tax shall NOT be included in unit prices

301	COMMON BORROW INCL. HAUL	250 CY	20.00	5,000.00	15.00	3,750.00	35.51	8,877.50	35.00	8,750.00
302	SPECIAL / INDUSTRIAL WASTE	100 TO	60.00	6,000.00	98.00	9,800.00	86.52	8,652.00	150.00	15,000.00
303	HAZARDOUS MATERIAL	60 TO	370.00	22,200.00	390.00	23,400.00	403.75	24,225.00	250.00	15,000.00
304	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	300 CY	18.00	5,400.00	59.00	17,700.00	57.68	17,304.00	30.00	9,000.00
305	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	450.00	1,350.00	190.00	570.00	692.14	2,076.42	1,500.00	4,500.00
306	REMOVE EXISTING > 12 INCH TO < 30 IN DIAMETER PIPE	577 LF	12.00	6,924.00	7.00	4,039.00	9.23	5,325.71	25.00	14,425.00
307	MANHOLE TYPE 1 - 48, BASIC PRICE	4 EA	3,400.00	13,600.00	3,506.00	14,024.00	2,934.17	11,736.68	5,000.00	20,000.00
308	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	500.00	1,500.00	493.00	1,479.00	481.48	1,444.44	3,000.00	9,000.00
309	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	600.00	600.00	450.00	450.00	983.01	983.01	3,500.00	3,500.00
310	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	270 LF	50.00	13,500.00	46.00	12,420.00	33.09	8,934.30	50.00	13,500.00
311	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	577 LF	85.00	49,045.00	82.00	47,314.00	59.83	34,521.91	75.00	43,275.00
312	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	20.00	200.00	16.00	160.00	25.13	251.30	50.00	500.00
313	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.00	260.00	13.00	130.00	46.72	467.20	50.00	500.00
314	IMPORTED BACKFILL	80 CY	25.00	2,000.00	15.00	1,200.00	55.33	4,426.40	55.00	4,400.00
315	PLUGGING EXISTING PIPE	2 EA	300.00	600.00	237.00	474.00	115.36	230.72	500.00	1,000.00
316	RECONNECT SIDE SEWER	1 EA	1,000.00	1,000.00	3,706.00	3,706.00	983.01	983.01	1,500.00	1,500.00
317	SIDE SEWER PIPE 6 IN. DIAM.	295 LF	50.00	14,750.00	41.00	12,095.00	41.37	12,204.15	25.00	7,375.00

<i>Project Number: 2015178</i>			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i>	Sanitary Sewer				Sales tax shall NOT be included in unit prices					
318	SIDE SEWER PERMIT	10 EA	85.00	850.00	48.00	480.00	57.68	576.80	40.00	400.00
319	SANITARY SEWER BYPASS - MAIN AVE	1 LS	*****	35,000.00	*****	10,000.00	*****	46,142.57	*****	7,500.00
320	HYDROSEEDING	900 SY	2.60	2,340.00	2.00	1,800.00	8.00	7,200.00	5.00	4,500.00
<i>Schedule Totals</i>				182,119.00		164,991.00		196,563.12		183,625.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,500.00	*****	700.00	*****	0.00	*****	0.00
103	WALL MONITORING	1 LS	*****	7,000.00	*****	12,880.00	*****	0.00	*****	0.00
104	POTHOLING	10 EA	700.00	7,000.00	430.00	4,300.00	0.00	0.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	6,940.00	*****	0.00	*****	0.00
106	PRIVATE PARKING ACCESS	1 LS	*****	10,000.00	*****	16,500.00	*****	0.00	*****	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	600.00	2,400.00	965.00	3,860.00	0.00	0.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,700.00	*****	1,250.00	*****	0.00	*****	0.00
109	TYPE B PROGRESS SCHEDULE	1 LS	*****	4,000.00	*****	6,940.00	*****	0.00	*****	0.00
110	MOBILIZATION	1 LS	*****	145,000.00	*****	100,000.00	*****	0.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	22,360.00	*****	0.00	*****	0.00
112	SPECIAL SIGNS	18 SF	20.00	360.00	15.50	279.00	0.00	0.00	0.00	0.00
113	SEQUENTIAL ARROW SIGN	600 HR	5.00	3,000.00	4.51	2,706.00	0.00	0.00	0.00	0.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	5.15	2,060.00	0.00	0.00	0.00	0.00
115	TYPE III BARRICADE	6 EA	50.00	300.00	58.00	348.00	0.00	0.00	0.00	0.00
116	CLEARING AND GRUBBING	1 LS	*****	12,000.00	*****	20,850.00	*****	0.00	*****	0.00
117	TREE PROTECTION ZONE	9 EA	300.00	2,700.00	460.00	4,140.00	0.00	0.00	0.00	0.00
118	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,400.00	1,400.00	0.00	0.00	0.00	0.00
119	TREE PRUNING	3 EA	400.00	1,200.00	300.00	900.00	0.00	0.00	0.00	0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	35,000.00	*****	13,300.00	*****	0.00	*****	0.00
121	REMOVE EXISTING CURB	1768 LF	7.00	12,376.00	4.00	7,072.00	0.00	0.00	0.00	0.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1213 SY	13.00	15,769.00	9.00	10,917.00	0.00	0.00	0.00	0.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	12 EA	450.00	5,400.00	800.00	9,600.00	0.00	0.00	0.00	0.00
124	REMOVE EXISTING > 12 INCH TO < 30 IN DIAMETER PIPE	1093 LF	12.00	13,116.00	8.50	9,290.50	0.00	0.00	0.00	0.00
125	REMOVE EXISTING 30 INCH TO 42 INCH DIAMETER PIPE	825 LF	25.00	20,625.00	12.88	10,626.00	0.00	0.00	0.00	0.00
126	SAWCUTTING CURB	36 EA	40.00	1,440.00	32.00	1,152.00	0.00	0.00	0.00	0.00
127	SAWCUTTING RIGID PAVEMENT	862 LFI	1.60	1,379.20	1.00	862.00	0.00	0.00	0.00	0.00
128	SAWCUTTING FLEXIBLE PAVEMENT	961 LFI	0.80	768.80	0.30	288.30	0.00	0.00	0.00	0.00
129	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	4 EA	450.00	1,800.00	860.00	3,440.00	0.00	0.00	0.00	0.00
130	ROADWAY EXCAVATION INCL. HAUL	2740 CY	17.00	46,580.00	26.50	72,610.00	0.00	0.00	0.00	0.00
131	REMOVE UNSUITABLE FOUNDATION MATERIAL	130 CY	25.00	3,250.00	34.00	4,420.00	0.00	0.00	0.00	0.00
132	REPLACE UNSUITABLE FOUNDATION MATERIAL	130 CY	30.00	3,900.00	61.50	7,995.00	0.00	0.00	0.00	0.00
133	COMMON BORROW INCL. HAUL	1250 CY	20.00	25,000.00	18.12	22,650.00	0.00	0.00	0.00	0.00
134	SPECIAL / INDUSTRIAL WASTE	150 TO	60.00	9,000.00	52.50	7,875.00	0.00	0.00	0.00	0.00
135	HAZARDOUS MATERIAL	100 TO	370.00	37,000.00	300.69	30,069.00	0.00	0.00	0.00	0.00
136	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	200 CY	18.00	3,600.00	32.37	6,474.00	0.00	0.00	0.00	0.00
137	HEALTH AND SAFETY PLAN	1 LS	*****	7,500.00	*****	6,900.00	*****	0.00	*****	0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
138	PREPARATION OF UNTREATED ROADWAY	7776 SY	2.60	20,217.60	1.25	9,720.00	0.00	0.00	0.00	0.00
139	CONTROLLED DENSITY FILL	30 CY	120.00	3,600.00	180.00	5,400.00	0.00	0.00	0.00	0.00
140	CRUSHED SURFACING TOP COURSE	338 CY	47.00	15,886.00	41.00	13,858.00	0.00	0.00	0.00	0.00
141	CRUSHED SURFACING BASE COURSE	844 CY	47.00	39,668.00	41.00	34,604.00	0.00	0.00	0.00	0.00
142	CSTC FOR SIDEWALK AND DRIVEWAYS	130 CY	80.00	10,400.00	145.00	18,850.00	0.00	0.00	0.00	0.00
143	HMA CL. 1/2 IN. PG 70-28, 7 INCH THICK	6071 SY	32.00	194,272.00	37.50	227,662.50	0.00	0.00	0.00	0.00
144	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	1705 SY	18.00	30,690.00	23.80	40,579.00	0.00	0.00	0.00	0.00
145	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	12 SY	40.00	480.00	96.50	1,158.00	0.00	0.00	0.00	0.00
146	TEMPORARY PATCH	100 SY	20.00	2,000.00	27.05	2,705.00	0.00	0.00	0.00	0.00
147	SOIL RESIDUAL HERBICIDE	7776 SY	0.35	2,721.60	1.75	13,608.00	0.00	0.00	0.00	0.00
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	12 SY	26.00	312.00	62.50	750.00	0.00	0.00	0.00	0.00
149	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	18 SY	23.00	414.00	71.00	1,278.00	0.00	0.00	0.00	0.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
151	COMPACTION PRICE ADJUSTMENT	1 CAL	4,500.00	4,500.00	4,500.00	4,500.00	0.00	0.00	0.00	0.00
152	RETAINING WALL	1 LS	*****	25,000.00	*****	72,500.00	*****	0.00	*****	0.00
153	CONC. CLASS 4000	60 CY	200.00	12,000.00	211.00	12,660.00	0.00	0.00	0.00	0.00
154	STEEL REINFORCING BAR	8100 LB	1.40	11,340.00	0.90	7,290.00	0.00	0.00	0.00	0.00
155	THREADED ANCHOR BOLT	75 EA	25.00	1,875.00	49.20	3,690.00	0.00	0.00	0.00	0.00
156	ROCK TEXTURE	400 SF	70.00	28,000.00	50.87	20,348.00	0.00	0.00	0.00	0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
157	WSDOT LOW PROFILE BARRIER CURB TYPE GD-3	285 LF	75.00	21,375.00	110.00	31,350.00	0.00	0.00	0.00	0.00
158	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1287 LF	100.00	128,700.00	68.60	88,288.20	0.00	0.00	0.00	0.00
159	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	38 LF	75.00	2,850.00	64.00	2,432.00	0.00	0.00	0.00	0.00
160	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	292 LF	50.00	14,600.00	59.00	17,228.00	0.00	0.00	0.00	0.00
161	MANHOLE TYPE I - 48, BASIC PRICE	11 EA	3,400.00	37,400.00	2,580.00	28,380.00	0.00	0.00	0.00	0.00
162	MANHOLE TYPE II - 72, BASIC PRICE	2 EA	6,700.00	13,400.00	8,300.00	16,600.00	0.00	0.00	0.00	0.00
163	MANHOLE TYPE II - 96, BASIC PRICE	1 EA	12,000.00	12,000.00	17,200.00	17,200.00	0.00	0.00	0.00	0.00
164	MANHOLE TYPE III - 72, BASIC PRICE	1 EA	6,700.00	6,700.00	6,900.00	6,900.00	0.00	0.00	0.00	0.00
165	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	22 VF	130.00	2,860.00	34.50	759.00	0.00	0.00	0.00	0.00
166	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	22 VF	250.00	5,500.00	126.00	2,772.00	0.00	0.00	0.00	0.00
167	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE III	1 VF	280.00	280.00	250.00	250.00	0.00	0.00	0.00	0.00
168	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	6 VF	300.00	1,800.00	415.00	2,490.00	0.00	0.00	0.00	0.00
169	CATCH BASIN TYPE 1	13 EA	2,100.00	27,300.00	2,580.00	33,540.00	0.00	0.00	0.00	0.00
170	CATCH BASIN TYPE 3	2 EA	2,200.00	4,400.00	2,700.00	5,400.00	0.00	0.00	0.00	0.00
171	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	950.00	950.00	0.00	0.00	0.00	0.00
172	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	4 EA	650.00	2,600.00	550.00	2,200.00	0.00	0.00	0.00	0.00
173	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	8 EA	650.00	5,200.00	600.00	4,800.00	0.00	0.00	0.00	0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
174	VALVE BOX AND COVER	4 EA	350.00	1,400.00	532.00	2,128.00	0.00	0.00	0.00	0.00
175	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	200.00	200.00	0.00	0.00	0.00	0.00
176	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	600.00	600.00	285.00	285.00	0.00	0.00	0.00	0.00
177	CONNECT 42 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,200.00	2,200.00	4,650.00	4,650.00	0.00	0.00	0.00	0.00
178	MANHOLE TEST	2 EA	700.00	1,400.00	830.00	1,660.00	0.00	0.00	0.00	0.00
179	CSO 25 REGULATOR VAULT AND APPURTENANCES	1 LS	*****	75,000.00	*****	117,000.00	*****	0.00	*****	0.00
180	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	300.00	600.00	675.00	1,350.00	0.00	0.00	0.00	0.00
181	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	20.00	500.00	34.00	850.00	0.00	0.00	0.00	0.00
182	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	26.00	650.00	57.00	1,425.00	0.00	0.00	0.00	0.00
183	IMPORTED BACKFILL	150 CY	25.00	3,750.00	38.00	5,700.00	0.00	0.00	0.00	0.00
184	TRENCH SAFETY SYSTEM	1 LS	*****	4,500.00	*****	79,150.00	*****	0.00	*****	0.00
185	SIDE SEWER CLEANING AND VIDEO INSPECTION	4 EA	700.00	2,800.00	1,225.00	4,900.00	0.00	0.00	0.00	0.00
186	PLUGGING EXISTING PIPE	4 EA	300.00	1,200.00	400.00	1,600.00	0.00	0.00	0.00	0.00
187	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,500.00	*****	7,000.00	*****	0.00	*****	0.00
188	CLEANING EXISTING SANITARY SEWER	14 EA	700.00	9,800.00	930.00	13,020.00	0.00	0.00	0.00	0.00
189	CONCRETE PIPE ANCHOR	3 EA	1,500.00	4,500.00	1,000.00	3,000.00	0.00	0.00	0.00	0.00
190	DI PIPE FOR WATER MAIN 6 IN. DIAM.	600 LF	40.00	24,000.00	59.24	35,544.00	0.00	0.00	0.00	0.00
191	DI PIPE FOR WATER MAIN 8 IN. DIAM.	1224 LF	60.00	73,440.00	64.00	78,336.00	0.00	0.00	0.00	0.00



Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
192	PIPE RESTRAINT SUPPORT	285 LF	25.00	7,125.00	5.20	1,482.00	0.00	0.00	0.00	0.00
193	GATE VALVE 6 IN.	5 EA	1,100.00	5,500.00	1,244.00	6,220.00	0.00	0.00	0.00	0.00
194	GATE VALVE 8 IN.	3 EA	1,500.00	4,500.00	1,715.00	5,145.00	0.00	0.00	0.00	0.00
195	HYDRANT ASSEMBLY	4 EA	4,500.00	18,000.00	5,600.00	22,400.00	0.00	0.00	0.00	0.00
196	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	43 LF	50.00	2,150.00	78.00	3,354.00	0.00	0.00	0.00	0.00
197	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	113 LF	85.00	9,605.00	176.00	19,888.00	0.00	0.00	0.00	0.00
198	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	150.00	3,750.00	225.00	5,625.00	0.00	0.00	0.00	0.00
199	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	538 LF	300.00	161,400.00	346.50	186,417.00	0.00	0.00	0.00	0.00
200	SANITARY SEWER PIPE 72 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	650.00	195,000.00	752.88	225,864.00	0.00	0.00	0.00	0.00
201	CSO 24 OVERFLOW BYPASS	1 LS	*****	20,000.00	*****	27,900.00	*****	0.00	*****	0.00
202	ESC LEAD	1 LS	*****	1,500.00	*****	1,350.00	*****	0.00	*****	0.00
203	INLET PROTECTION	12 EA	80.00	960.00	275.00	3,300.00	0.00	0.00	0.00	0.00
204	STREET CLEANING	80 HR	150.00	12,000.00	219.00	17,520.00	0.00	0.00	0.00	0.00
205	TOPSOIL TYPE A, 2 INCH THICK	100 SY	8.00	800.00	6.44	644.00	0.00	0.00	0.00	0.00
206	ROCK MULCH	2 CY	50.00	100.00	130.00	260.00	0.00	0.00	0.00	0.00
207	HYDROSEEDING	50 SY	2.60	130.00	10.30	515.00	0.00	0.00	0.00	0.00
208	SOD INSTALLATION	50 SY	12.00	600.00	25.76	1,288.00	0.00	0.00	0.00	0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Street and Stormwater					Sales tax shall be included in unit prices					
209	2 INCH CALIPER SHADE TREE	7 EA	350.00	2,450.00	460.00	3,220.00	0.00	0.00	0.00	0.00
210	IRRIGATION SYSTEM	1 LS	*****	2,200.00	*****	19,000.00	*****	0.00	*****	0.00
211	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	3,650.00	*****	0.00	*****	0.00
212	CEMENT CONCRETE CURB	1970 LF	22.00	43,340.00	19.40	38,218.00	0.00	0.00	0.00	0.00
213	CEMENT CONCRETE DRIVEWAY	176 SY	50.00	8,800.00	61.00	10,736.00	0.00	0.00	0.00	0.00
214	VINYL COATED CHAIN LINK FENCE	290 LF	30.00	8,700.00	50.00	14,500.00	0.00	0.00	0.00	0.00
215	CEMENT CONC. SIDEWALK	1835 SY	45.00	82,575.00	56.40	103,494.00	0.00	0.00	0.00	0.00
216	REINFORCED CEMENT CONC. SIDEWALK	146 SY	55.00	8,030.00	87.00	12,702.00	0.00	0.00	0.00	0.00
217	RAMP DETECTABLE WARNING	80 SF	25.00	2,000.00	25.80	2,064.00	0.00	0.00	0.00	0.00
218	REINSTALL PARKING METER - STANDARD SIDEWALK	20 EA	50.00	1,000.00	483.00	9,660.00	0.00	0.00	0.00	0.00
219	TRAFFIC SIGNAL SYSTEM RETROFIT, MAIN AVE & MONROE ST	1 LS	*****	25,000.00	*****	34,500.00	*****	0.00	*****	0.00
220	ELECTRICAL SERVICE SYSTEM, CSO 25	1 LS	*****	8,000.00	*****	13,500.00	*****	0.00	*****	0.00
221	SIGNING, PERMANENT	1 LS	*****	7,000.00	*****	9,600.00	*****	0.00	*****	0.00
222	PAVEMENT MARKING - DURABLE HEAT APPLIED	195 SF	10.00	1,950.00	13.60	2,652.00	0.00	0.00	0.00	0.00
223	PAVEMENT MARKING - DURABLE INLAY TAPE	187 SF	7.00	1,309.00	23.00	4,301.00	0.00	0.00	0.00	0.00
224	PAVEMENT MARKING - PAINT	17 SF	4.00	68.00	9.00	153.00	0.00	0.00	0.00	0.00
225	PEDESTRIAN DETOUR	1 LS	*****	2,000.00	*****	5,000.00	*****	0.00	*****	0.00
Schedule Totals				2,040,785.20		2,360,571.50		0.00		0.00

Project Number: 2015178			Engineer's Estimate		DW Excavating, 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 Sanitary Sewer					Sales tax shall NOT be included in unit prices					
301	COMMON BORROW INCL. HAUL	250 CY	20.00	5,000.00	18.12	4,530.00	0.00	0.00	0.00	0.00
302	SPECIAL / INDUSTRIAL WASTE	100 TO	60.00	6,000.00	52.61	5,261.00	0.00	0.00	0.00	0.00
303	HAZARDOUS MATERIAL	60 TO	370.00	22,200.00	300.00	18,000.00	0.00	0.00	0.00	0.00
304	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	300 CY	18.00	5,400.00	32.00	9,600.00	0.00	0.00	0.00	0.00
305	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	450.00	1,350.00	800.00	2,400.00	0.00	0.00	0.00	0.00
306	REMOVE EXISTING > 12 INCH TO < 30 IN DIAMETER PIPE	577 LF	12.00	6,924.00	9.00	5,193.00	0.00	0.00	0.00	0.00
307	MANHOLE TYPE 1 - 48, BASIC PRICE	4 EA	3,400.00	13,600.00	3,500.00	14,000.00	0.00	0.00	0.00	0.00
308	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	500.00	1,500.00	250.00	750.00	0.00	0.00	0.00	0.00
309	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	600.00	600.00	250.00	250.00	0.00	0.00	0.00	0.00
310	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	270 LF	50.00	13,500.00	58.50	15,795.00	0.00	0.00	0.00	0.00
311	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	577 LF	85.00	49,045.00	62.00	35,774.00	0.00	0.00	0.00	0.00
312	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	20.00	200.00	35.00	350.00	0.00	0.00	0.00	0.00
313	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.00	260.00	60.00	600.00	0.00	0.00	0.00	0.00
314	IMPORTED BACKFILL	80 CY	25.00	2,000.00	40.00	3,200.00	0.00	0.00	0.00	0.00
315	PLUGGING EXISTING PIPE	2 EA	300.00	600.00	400.00	800.00	0.00	0.00	0.00	0.00
316	RECONNECT SIDE SEWER	1 EA	1,000.00	1,000.00	600.00	600.00	0.00	0.00	0.00	0.00
317	SIDE SEWER PIPE 6 IN. DIAM.	295 LF	50.00	14,750.00	85.60	25,252.00	0.00	0.00	0.00	0.00

<b>Project Number: 2015178</b>			<b>Engineer's Estimate</b>		DW Excavating, Inc._					
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Schedule Description</b>			<b>Tax Classification</b>							
<b>Schedule 03 Sanitary Sewer</b>			Sales tax shall NOT be included in unit prices							
318	SIDE SEWER PERMIT	10 EA	85.00	850.00	55.50	555.00	0.00	0.00	0.00	0.00
319	SANITARY SEWER BYPASS - MAIN AVE	1 LS	*****	35,000.00	*****	16,500.00	*****	0.00	*****	0.00
320	HYDROSEEDING	900 SY	2.60	2,340.00	2.58	2,322.00	0.00	0.00	0.00	0.00
<b>Schedule Totals</b>				182,119.00		161,732.00		0.00		0.00

**Project Number**

**2015178**

**CSO Basin 25 Improvements - Phase 2**

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<b>Engineer's Est</b>	2,040,785.20	0.00	182,119.00	0.00	0.00	0.00	0.00	0.00	2,222,904.20
Halme Construction Inc	1,882,476.10	0.00	164,991.00	0.00	0.00	0.00	0.00	0.00	2,047,467.10
T LaRiviere Equipment	1,927,489.66	0.00	196,563.12	0.00	0.00	0.00	0.00	0.00	2,124,052.78
N A Degerstrom Inc	2,329,971.85	0.00	183,625.00	0.00	0.00	0.00	0.00	0.00	2,513,596.85
DW Excavating, Inc.	2,360,571.50	0.00	161,732.00	0.00	0.00	0.00	0.00	0.00	2,522,303.50

**Low Bid Contractor:** Halme Construction Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<b>Schedule 01</b>	\$1,882,476.10	\$2,040,785.20	7.76 % Under Estimate
<b>Schedule 03</b>	\$179,510.21	\$198,145.47	9.40 % Under Estimate
<b>Bid Totals</b>	\$2,061,986.31	\$2,238,930.67	7.90 % Under Estimate

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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	PRO 2017-0035
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013212
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18716
Agenda Item Name	0370 - LOW BID AWARD - HALME CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for CSO Basin 14 & 15 Improvements - \$3,402,583.60 plus tax. An administrative reserve of \$340,258.36 plus tax, which is 10% of the contract price plus tax, will be set aside. (West Central Neighborhood)

Summary (Background)

On December 4, 2017 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$3,402,583.60, which is \$285,998.90 or 7.76% under the Engineer's Estimate. Five other bids were received as follows: L&L Cargile, Inc. - \$3,510,326.68, N.A. Degerstrom, Inc. - \$3,559,954.25, Cameron-Reilly LLC - \$3,589,928.00, DW Excavating, Inc. - \$3,669,783.00 and Wm Winkler Co. - \$4,107,023.52.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 3,725,445.65		# 4250 43416 94000 56501 10014
Expense \$ 18,758.68		# 4250 43416 94000 56501 10015
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 11/27/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	Engineering Admin
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org
<u>Additional Approvals</u>		kkeck@spokanecity.org
<u>Purchasing</u>		publicworksaccounting@spokanecity.org
		mdoval@spokanecity.org
		htrautman@spokanecity.org
		dbuller@spokanecity.org

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

**Project Number:** 2013212

**Project Description** CSO Basin 14 & 15 Improvements

**Original Date** 10/19/2017 2:44:29 PM

**Funding Source** State

**Update Date** 12/4/2017 2:03:33 PM

**Preparer** Rich Proszek

**Addendum** Addendum 1

<b>Project Number:</b> 2013212			<b>Engineer's Estimate</b>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01** CSO 14 & 15 Storm Separation

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	-1.00	-1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	500.00	*****	150.00	*****	100.00
103	POTHOLING	20 EA	600.00	12,000.00	371.00	7,420.00	100.00	2,000.00	150.00	3,000.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	500.00	*****	8,000.00	*****	100.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	15 EA	500.00	7,500.00	524.00	7,860.00	500.00	7,500.00	500.00	7,500.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	3,500.00	*****	3,000.00	*****	300.00
107	MOBILIZATION	1 LS	*****	257,000.00	*****	312,000.00	*****	195,582.00	*****	345,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	90,000.00	*****	48,300.00	*****	64,373.00	*****	110,000.00
109	TYPE III BARRICADE	360 EA	50.00	18,000.00	59.00	21,240.00	56.00	20,160.00	150.00	54,000.00
110	CLEARING AND GRUBBING	1 LS	*****	5,500.00	*****	10,400.00	*****	5,600.00	*****	30,000.00
111	AIR OR HYDRO EVACUATION OF ROOTS	30 EA	300.00	9,000.00	311.00	9,330.00	530.00	15,900.00	750.00	22,500.00
112	TREE PROTECTION ZONE	30 EA	500.00	15,000.00	107.00	3,210.00	300.00	9,000.00	300.00	9,000.00
113	REMOVE TREE, CLASS I	13 EA	600.00	7,800.00	279.00	3,627.00	250.00	3,250.00	300.00	3,900.00
114	REMOVE TREE, CLASS III	3 EA	1,200.00	3,600.00	2,372.00	7,116.00	2,100.00	6,300.00	2,500.00	7,500.00

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> CSO 14 & 15 Storm Separation					Sales tax shall be included in unit prices					
115	TREE PRUNING	50 EA	500.00	25,000.00	190.00	9,500.00	170.00	8,500.00	300.00	15,000.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	2,047.00	*****	3,200.00	*****	50,000.00
117	REMOVE EXISTING CURB	7820 LF	6.00	46,920.00	3.00	23,460.00	8.20	64,124.00	2.00	15,640.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4800 SY	12.00	57,600.00	5.00	24,000.00	7.00	33,600.00	3.00	14,400.00
119	SAWCUTTING CURB	180 EA	40.00	7,200.00	24.00	4,320.00	24.00	4,320.00	30.00	5,400.00
120	SAWCUTTING RIGID PAVEMENT	11880 LFI	1.50	17,820.00	1.00	11,880.00	1.00	11,880.00	0.75	8,910.00
121	SAWCUTTING FLEXIBLE PAVEMENT	51286 LFI	0.80	41,028.80	0.30	15,385.80	0.30	15,385.80	0.50	25,643.00
122	REMOVE AND DISPOSE OF TROLLEY RAILS	88 LF	20.00	1,760.00	37.00	3,256.00	7.00	616.00	5.00	440.00
123	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	14 EA	450.00	6,300.00	254.00	3,556.00	275.00	3,850.00	850.00	11,900.00
124	STORM CELL EXCAVATION INCL. HAUL	4860 CY	15.00	72,900.00	23.00	111,780.00	19.00	92,340.00	22.00	106,920.00
125	CRUSHED SURFACING TOP COURSE	CY			0.00		0.00		0.00	
126	CRUSHED SURFACING BASE COURSE	968 CY	45.00	43,560.00	56.00	54,208.00	60.00	58,080.00	45.00	43,560.00
127	CSTC FOR SIDEWALK AND DRIVEWAYS	257 CY	90.00	23,130.00	123.00	31,611.00	80.00	20,560.00	70.00	17,990.00
128	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	1390 SY	52.00	72,280.00	54.00	75,060.00	48.00	66,720.00	65.00	90,350.00
129	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	3005 SY	32.00	96,160.00	31.00	93,155.00	32.00	96,160.00	40.00	120,200.00
130	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3740 SY	35.00	130,900.00	14.00	52,360.00	40.00	149,600.00	5.00	18,700.00
131	CONCRETE PAVEMENT REPAIR EXCAVATION INCL. HAUL	250 SY	40.00	10,000.00	16.00	4,000.00	22.00	5,500.00	8.00	2,000.00
132	COMMERCIAL CONCRETE	2470 SY	30.00	74,100.00	25.00	61,750.00	23.00	56,810.00	25.00	61,750.00
133	PVC DRAIN PIPE 6 IN. DIAM.	990 LF	20.00	19,800.00	26.00	25,740.00	2.20	2,178.00	30.00	29,700.00



<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> CSO 14 & 15 Storm Separation					Sales tax shall be included in unit prices					
134	SLOTTED DRAIN PIPE 6 IN. DIAM.	5558 LF	25.00	138,950.00	4.00	22,232.00	3.00	16,674.00	8.00	44,464.00
135	DRYWELL TYPE 2	11 EA	3,600.00	39,600.00	4,200.00	46,200.00	5,500.00	60,500.00	4,000.00	44,000.00
136	CATCH BASIN TYPE 1	50 EA	2,300.00	115,000.00	2,100.00	105,000.00	1,526.00	76,300.00	1,500.00	75,000.00
137	CATCH BASIN TYPE 3	41 EA	2,500.00	102,500.00	2,200.00	90,200.00	1,526.00	62,566.00	1,300.00	53,300.00
138	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	650.00	3,250.00	520.00	2,600.00	875.00	4,375.00	550.00	2,750.00
139	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	650.00	1,950.00	578.00	1,734.00	900.00	2,700.00	600.00	1,800.00
140	VALVE BOX AND COVER	7 EA	350.00	2,450.00	158.00	1,106.00	425.00	2,975.00	300.00	2,100.00
141	CLEANOUT JUNCTION	168 EA	600.00	100,800.00	1,185.00	199,080.00	1,100.00	184,800.00	800.00	134,400.00
142	STORMWATER TREATMENT CELL	4420 EA	230.00	1,016,600.00	187.00	826,540.00	189.00	835,380.00	200.00	884,000.00
143	GEOTEXTILE GRID	48506 SF	1.20	58,207.20	0.60	29,103.60	0.35	16,977.10	0.35	16,977.10
144	GEOTEXTILE FABRIC	95421 SF	1.00	95,421.00	0.20	19,084.20	0.18	17,175.78	0.15	14,313.15
145	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	320.00	2,560.00	100.00	800.00	175.00	1,400.00	500.00	4,000.00
146	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	20.00	1,000.00	15.00	750.00	10.00	500.00	45.00	2,250.00
147	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	12.00	600.00	10.00	500.00	50.00	2,500.00
148	IMPORTED BACKFILL	50 CY	32.00	1,600.00	12.00	600.00	15.00	750.00	15.00	750.00
149	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	1,000.00	*****	3,500.00	*****	1,000.00
150	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	408 LF	50.00	20,400.00	38.00	15,504.00	80.00	32,640.00	30.00	12,240.00
151	PLUGGING EXISTING PIPE	13 EA	350.00	4,550.00	232.00	3,016.00	50.00	650.00	300.00	3,900.00
152	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	5,800.00	*****	1,100.00	*****	1,000.00

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	CSO 14 & 15 Storm Separation				Sales tax shall be included in unit prices					
153	CLEANING EXISTING SANITARY SEWER	15 EA	700.00	10,500.00	364.00	5,460.00	250.00	3,750.00	500.00	7,500.00
154	ESC LEAD	1 LS	*****	1,000.00	*****	100.00	*****	100.00	*****	100.00
155	INLET PROTECTION	20 EA	75.00	1,500.00	60.00	1,200.00	80.00	1,600.00	100.00	2,000.00
156	STREET CLEANING	80 HR	250.00	20,000.00	210.00	16,800.00	100.00	8,000.00	100.00	8,000.00
157	TOPSOIL TYPE A, 2 INCH THICK	2470 SY	12.00	29,640.00	4.00	9,880.00	4.00	9,880.00	2.50	6,175.00
158	WEED SPRAYING AND CONTROL	3 EA	800.00	2,400.00	2,325.00	6,975.00	2,250.00	6,750.00	2,500.00	7,500.00
159	SEEDED LAWN INSTALLATION	1480 SY	1.00	1,480.00	2.00	2,960.00	1.10	1,628.00	2.00	2,960.00
160	SOD INSTALLATION	990 SY	9.00	8,910.00	12.00	11,880.00	11.30	11,187.00	10.00	9,900.00
161	2 INCH CALIPER SHADE TREE	96 EA	400.00	38,400.00	585.00	56,160.00	562.00	53,952.00	425.00	40,800.00
162	TOPSOIL FOR BIO-INFILTRATION SWALES	2617 CY	35.00	91,595.00	45.00	117,765.00	110.00	287,870.00	38.00	99,446.00
163	IRRIGATION SERVICE	18 EA	1,800.00	32,400.00	8,085.00	145,530.00	7,800.00	140,400.00	7,000.00	126,000.00
164	IRRIGATION SYSTEM PIPING	1 LS	*****	14,000.00	*****	20,000.00	*****	30,359.00	*****	90,000.00
165	TREE DRIP RING	60 EA	50.00	3,000.00	117.00	7,020.00	112.00	6,720.00	250.00	15,000.00
166	IRRIGATION DRAIN VALVE - 1 INCH	67 EA	50.00	3,350.00	117.00	7,839.00	112.00	7,504.00	75.00	5,025.00
167	2 IN. PVC IRRIGATION SLEEVE	812 LF	10.00	8,120.00	10.00	8,120.00	13.50	10,962.00	7.00	5,684.00
168	4 IN. DUCTILE IRON PIPE SLEEVE	900 LF	32.00	28,800.00	30.00	27,000.00	65.00	58,500.00	35.00	31,500.00
169	IRRIGATION SYSTEM - PLANTING STRIP	10 EA	2,400.00	24,000.00	1,744.00	17,440.00	1,686.00	16,860.00	1,750.00	17,500.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	7,014.00	*****	6,746.00	*****	5,000.00
171	CEMENT CONCRETE CURB	7874 LF	22.00	173,228.00	27.00	212,598.00	26.00	204,724.00	26.00	204,724.00

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> CSO 14 & 15 Storm Separation					Sales tax shall be included in unit prices					
172	CEMENT CONCRETE DRIVEWAY	332 SY	62.00	20,584.00	56.00	18,592.00	53.00	17,596.00	65.00	21,580.00
173	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	62.00	620.00	46.00	460.00	42.00	420.00	55.00	550.00
174	CHANNELIZING DEVICES	2 EA	120.00	240.00	177.00	354.00	170.00	340.00	150.00	300.00
175	PERPETUATE CITY BENCHMARK	19 EA	900.00	17,100.00	746.00	14,174.00	350.00	6,650.00	400.00	7,600.00
176	CEMENT CONC. SIDEWALK	4290 SY	47.00	201,630.00	54.00	231,660.00	49.00	210,210.00	55.00	235,950.00
177	RAMP DETECTABLE WARNING	732 SF	27.00	19,764.00	24.00	17,568.00	24.00	17,568.00	25.00	18,300.00
178	SIGNING, PERMANENT	1 LS	*****	18,000.00	*****	10,000.00	*****	18,000.00	*****	15,000.00
179	REMOVAL OF EXISTING PAVEMENT MARKINGS	29 SF	4.50	130.50	16.00	464.00	15.00	435.00	16.00	464.00
180	PAVEMENT MARKING - DURABLE HEAT APPLIED	29 SF	10.00	290.00	13.00	377.00	13.00	377.00	15.00	435.00
181	PAVEMENT MARKING - PAINT	21 SF	5.00	105.00	13.00	273.00	13.00	273.00	15.00	315.00
<i>Schedule Totals</i>				3,669,482.50		3,388,683.60		3,495,061.68		3,517,454.25

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		N A Degerstrom Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>		CSO 15 Sewer Retrofit			Sales tax shall NOT be included in unit prices					
201	PROJECT TEMPORARY TRAFFIC CONTROL TRAIL AREA	1 LS	*****	4,000.00	*****	1,500.00	*****	675.00	*****	10,000.00
202	RECHANNELING REGULATOR VAULT	1 LS	*****	3,600.00	*****	2,700.00	*****	4,414.00	*****	5,000.00
203	SLIDE GATE	1 LS	*****	6,500.00	*****	7,500.00	*****	8,676.00	*****	7,500.00
204	TEMPORARY BYPASS	1 LS	*****	5,000.00	*****	2,200.00	*****	1,500.00	*****	20,000.00
<i>Schedule Totals</i>				19,100.00		13,900.00		15,265.00		42,500.00

<b>Project Number: 2013212</b>			<b>Engineer's Estimate</b>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

CSO 14 & 15 Storm Separation

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	-1.00	-1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	750.00	*****	650.00	*****	750.00
103	POTHOLING	20 EA	600.00	12,000.00	200.00	4,000.00	325.00	6,500.00	400.00	8,000.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	7,500.00	*****	5,000.00	*****	25,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	15 EA	500.00	7,500.00	500.00	7,500.00	740.00	11,100.00	450.00	6,750.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	3,500.00	*****	3,300.00	*****	2,000.00
107	MOBILIZATION	1 LS	*****	257,000.00	*****	135,296.65	*****	148,500.00	*****	323,839.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	90,000.00	*****	34,320.00	*****	27,000.00	*****	103,505.00
109	TYPE III BARRICADE	360 EA	50.00	18,000.00	30.00	10,800.00	174.00	62,640.00	52.00	18,720.00
110	CLEARING AND GRUBBING	1 LS	*****	5,500.00	*****	5,500.00	*****	16,400.00	*****	10,755.00
111	AIR OR HYDRO EVACUATION OF ROOTS	30 EA	300.00	9,000.00	600.00	18,000.00	610.00	18,300.00	578.00	17,340.00
112	TREE PROTECTION ZONE	30 EA	500.00	15,000.00	350.00	10,500.00	336.50	10,095.00	320.00	9,600.00
113	REMOVE TREE, CLASS I	13 EA	600.00	7,800.00	300.00	3,900.00	461.00	5,993.00	265.00	3,445.00
114	REMOVE TREE, CLASS III	3 EA	1,200.00	3,600.00	2,500.00	7,500.00	3,150.00	9,450.00	1,500.00	4,500.00
115	TREE PRUNING	50 EA	500.00	25,000.00	200.00	10,000.00	190.00	9,500.00	180.00	9,000.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	5,000.00	*****	12,200.00	*****	10,755.00
117	REMOVE EXISTING CURB	7820 LF	6.00	46,920.00	8.00	62,560.00	3.40	26,588.00	7.00	54,740.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4800 SY	12.00	57,600.00	12.00	57,600.00	12.00	57,600.00	12.00	57,600.00
119	SAWCUTTING CURB	180 EA	40.00	7,200.00	35.00	6,300.00	23.20	4,176.00	44.00	7,920.00

<b>Project Number: 2013212</b>			<b>Engineer's Estimate</b>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

CSO 14 & 15 Storm Separation

Sales tax shall be included in unit prices

120	SAWCUTTING RIGID PAVEMENT	11880 LFI	1.50	17,820.00	1.00	11,880.00	0.50	5,940.00	1.25	14,850.00
121	SAWCUTTING FLEXIBLE PAVEMENT	51286 LFI	0.80	41,028.80	0.80	41,028.80	0.25	12,821.50	0.40	20,514.40
122	REMOVE AND DISPOSE OF TROLLEY RAILS	88 LF	20.00	1,760.00	35.00	3,080.00	12.00	1,056.00	150.00	13,200.00
123	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	14 EA	450.00	6,300.00	800.00	11,200.00	785.00	10,990.00	800.00	11,200.00
124	STORM CELL EXCAVATION INCL. HAUL	4860 CY	15.00	72,900.00	27.00	131,220.00	16.10	78,246.00	55.00	267,300.00
125	CRUSHED SURFACING TOP COURSE	CY			0.00		0.00		0.00	
126	CRUSHED SURFACING BASE COURSE	968 CY	45.00	43,560.00	55.00	53,240.00	70.00	67,760.00	50.00	48,400.00
127	CSTC FOR SIDEWALK AND DRIVEWAYS	257 CY	90.00	23,130.00	70.00	17,990.00	258.00	66,306.00	50.00	12,850.00
128	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	1390 SY	52.00	72,280.00	50.00	69,500.00	53.40	74,226.00	58.40	81,176.00
129	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	3005 SY	32.00	96,160.00	35.00	105,175.00	36.00	108,180.00	42.50	127,712.50
130	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3740 SY	35.00	130,900.00	30.00	112,200.00	16.65	62,271.00	19.60	73,304.00
131	CONCRETE PAVEMENT REPAIR EXCAVATION INCL. HAUL	250 SY	40.00	10,000.00	30.00	7,500.00	16.50	4,125.00	19.60	4,900.00
132	COMMERCIAL CONCRETE	2470 SY	30.00	74,100.00	29.30	72,371.00	24.00	59,280.00	27.00	66,690.00
133	PVC DRAIN PIPE 6 IN. DIAM.	990 LF	20.00	19,800.00	25.00	24,750.00	8.50	8,415.00	16.00	15,840.00
134	SLOTTED DRAIN PIPE 6 IN. DIAM.	5558 LF	25.00	138,950.00	18.00	100,044.00	7.60	42,240.80	3.00	16,674.00
135	DRYWELL TYPE 2	11 EA	3,600.00	39,600.00	3,300.00	36,300.00	5,390.00	59,290.00	4,000.00	44,000.00
136	CATCH BASIN TYPE 1	50 EA	2,300.00	115,000.00	2,500.00	125,000.00	2,225.00	111,250.00	2,200.00	110,000.00
137	CATCH BASIN TYPE 3	41 EA	2,500.00	102,500.00	2,800.00	114,800.00	2,385.00	97,785.00	2,500.00	102,500.00
138	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	5 EA	650.00	3,250.00	700.00	3,500.00	390.00	1,950.00	600.00	3,000.00

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	CSO 14 & 15 Storm Separation				Sales tax shall be included in unit prices					
139	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	650.00	1,950.00	850.00	2,550.00	450.00	1,350.00	660.00	1,980.00
140	VALVE BOX AND COVER	7 EA	350.00	2,450.00	500.00	3,500.00	575.00	4,025.00	300.00	2,100.00
141	CLEANOUT JUNCTION	168 EA	600.00	100,800.00	1,200.00	201,600.00	1,300.00	218,400.00	836.00	140,448.00
142	STORMWATER TREATMENT CELL	4420 EA	230.00	1,016,600.00	186.00	822,120.00	228.30	1,009,086.00	300.00	1,326,000.00
143	GEOTEXTILE GRID	48506 SF	1.20	58,207.20	0.30	14,551.80	0.65	31,528.90	0.20	9,701.20
144	GEOTEXTILE FABRIC	95421 SF	1.00	95,421.00	0.75	71,565.75	0.30	28,626.30	0.12	11,450.52
145	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	320.00	2,560.00	250.00	2,000.00	200.00	1,600.00	300.00	2,400.00
146	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	20.00	1,000.00	35.00	1,750.00	30.00	1,500.00	25.00	1,250.00
147	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	50.00	2,500.00	50.00	2,500.00	38.00	1,900.00	25.00	1,250.00
148	IMPORTED BACKFILL	50 CY	32.00	1,600.00	50.00	2,500.00	56.00	2,800.00	25.00	1,250.00
149	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	750.00	*****	4,000.00	*****	500.00
150	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	408 LF	50.00	20,400.00	60.00	24,480.00	52.50	21,420.00	60.00	24,480.00
151	PLUGGING EXISTING PIPE	13 EA	350.00	4,550.00	750.00	9,750.00	115.00	1,495.00	225.00	2,925.00
152	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	1,200.00	*****	13,100.00	*****	2,000.00
153	CLEANING EXISTING SANITARY SEWER	15 EA	700.00	10,500.00	350.00	5,250.00	835.00	12,525.00	1,060.00	15,900.00
154	ESC LEAD	1 LS	*****	1,000.00	*****	1,200.00	*****	1,300.00	*****	500.00
155	INLET PROTECTION	20 EA	75.00	1,500.00	100.00	2,000.00	78.00	1,560.00	200.00	4,000.00
156	STREET CLEANING	80 HR	250.00	20,000.00	175.00	14,000.00	200.00	16,000.00	175.00	14,000.00
157	TOPSOIL TYPE A, 2 INCH THICK	2470 SY	12.00	29,640.00	4.00	9,880.00	4.60	11,362.00	2.25	5,557.50

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	CSO 14 & 15 Storm Separation				Sales tax shall be included in unit prices					
158	WEED SPRAYING AND CONTROL	3 EA	800.00	2,400.00	750.00	2,250.00	2,300.00	6,900.00	200.00	600.00
159	SEEDED LAWN INSTALLATION	1480 SY	1.00	1,480.00	1.10	1,628.00	1.70	2,516.00	1.10	1,628.00
160	SOD INSTALLATION	990 SY	9.00	8,910.00	11.00	10,890.00	11.60	11,484.00	11.00	10,890.00
161	2 INCH CALIPER SHADE TREE	96 EA	400.00	38,400.00	550.00	52,800.00	417.00	40,032.00	550.00	52,800.00
162	TOPSOIL FOR BIO-INFILTRATION SWALES	2617 CY	35.00	91,595.00	40.00	104,680.00	39.50	103,371.50	21.00	54,957.00
163	IRRIGATION SERVICE	18 EA	1,800.00	32,400.00	7,500.00	135,000.00	7,540.00	135,720.00	7,150.00	128,700.00
164	IRRIGATION SYSTEM PIPING	1 LS	*****	14,000.00	*****	29,700.00	*****	93,000.00	*****	29,700.00
165	TREE DRIP RING	60 EA	50.00	3,000.00	110.00	6,600.00	230.00	13,800.00	110.00	6,600.00
166	IRRIGATION DRAIN VALVE - 1 INCH	67 EA	50.00	3,350.00	110.00	7,370.00	75.50	5,058.50	110.00	7,370.00
167	2 IN. PVC IRRIGATION SLEEVE	812 LF	10.00	8,120.00	13.50	10,962.00	7.00	5,684.00	13.20	10,718.40
168	4 IN. DUCTILE IRON PIPE SLEEVE	900 LF	32.00	28,800.00	72.00	64,800.00	40.00	36,000.00	38.20	34,380.00
169	IRRIGATION SYSTEM - PLANTING STRIP	10 EA	2,400.00	24,000.00	1,650.00	16,500.00	1,740.00	17,400.00	1,650.00	16,500.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	6,600.00	*****	4,000.00	*****	6,600.00
171	CEMENT CONCRETE CURB	7874 LF	22.00	173,228.00	28.00	220,472.00	27.00	212,598.00	25.00	196,850.00
172	CEMENT CONCRETE DRIVEWAY	332 SY	62.00	20,584.00	65.00	21,580.00	52.00	17,264.00	52.00	17,264.00
173	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	62.00	620.00	65.00	650.00	42.00	420.00	36.00	360.00
174	CHANNELIZING DEVICES	2 EA	120.00	240.00	200.00	400.00	180.00	360.00	200.00	400.00
175	PERPETUATE CITY BENCHMARK	19 EA	900.00	17,100.00	400.00	7,600.00	510.00	9,690.00	300.00	5,700.00
176	CEMENT CONC. SIDEWALK	4290 SY	47.00	201,630.00	50.00	214,500.00	48.75	209,137.50	42.00	180,180.00



<b>Project Number: 2013212</b>			<b>Engineer's Estimate</b>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

CSO 14 & 15 Storm Separation

Sales tax shall be included in unit prices

177	RAMP DETECTABLE WARNING	732 SF	27.00	19,764.00	20.00	14,640.00	23.50	17,202.00	20.00	14,640.00
178	SIGNING, PERMANENT	1 LS	*****	18,000.00	*****	16,280.00	*****	16,800.00	*****	16,280.00
179	REMOVAL OF EXISTING PAVEMENT MARKINGS	29 SF	4.50	130.50	30.00	870.00	16.00	464.00	30.00	870.00
180	PAVEMENT MARKING - DURABLE HEAT APPLIED	29 SF	10.00	290.00	25.00	725.00	13.00	377.00	30.00	870.00
181	PAVEMENT MARKING - PAINT	21 SF	5.00	105.00	15.00	315.00	13.00	273.00	15.00	315.00
<b>Schedule Totals</b>				3,669,482.50		3,572,264.00		3,650,253.00		4,071,193.52

<i>Project Number:</i> <b>2013212</b>			<i>Engineer's Estimate</i>		Cameron-Reilly		DW Excavating, Inc_		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>		CSO 15 Sewer Retrofit			Sales tax shall NOT be included in unit prices					
201	PROJECT TEMPORARY TRAFFIC CONTROL TRAIL AREA	1 LS	*****	4,000.00	*****	1,500.00	*****	580.00	*****	1,646.00
202	RECHANNELING REGULATOR VAULT	1 LS	*****	3,600.00	*****	5,564.00	*****	4,550.00	*****	11,608.00
203	SLIDE GATE	1 LS	*****	6,500.00	*****	8,600.00	*****	6,800.00	*****	7,576.00
204	TEMPORARY BYPASS	1 LS	*****	5,000.00	*****	2,000.00	*****	7,600.00	*****	15,000.00
<i>Schedule Totals</i>				19,100.00		17,664.00		19,530.00		35,830.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	3,669,482.50	19,100.00	0.00	0.00	0.00	0.00	0.00	0.00	3,688,582.50
Halme Construction Inc	3,388,683.60	13,900.00	0.00	0.00	0.00	0.00	0.00	0.00	3,402,583.60
L & L Cargile Inc	3,495,061.68	15,265.00	0.00	0.00	0.00	0.00	0.00	0.00	3,510,326.68
N A Degerstrom Inc	3,517,454.25	42,500.00	0.00	0.00	0.00	0.00	0.00	0.00	3,559,954.25
Cameron-Reilly	3,572,264.00	17,664.00	0.00	0.00	0.00	0.00	0.00	0.00	3,589,928.00
DW Excavating, Inc.	3,650,253.00	19,530.00	0.00	0.00	0.00	0.00	0.00	0.00	3,669,783.00
William Winkler Compa	4,071,193.52	35,830.00	0.00	0.00	0.00	0.00	0.00	0.00	4,107,023.52

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$3,388,683.60	\$3,669,482.50	7.65	% Under Estimate
Schedule 02	\$15,123.20	\$20,780.80	27.23	% Under Estimate
Bid Totals	\$3,403,806.80	\$3,690,263.30	7.76	% Under Estimate

## BRIEFING PAPER

Public Infrastructure, Environment & Sustainability Committee

Engineering Services

November 27, 2017

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### **Subject:**

CSO Basin 14/15 (2013212)

### **Background:**

While a CSO project, this project involves separation of stormwater from the combined sewer system in underground swales. These underground swales will be installed beneath the sidewalk and planting strip (refer to first attached exhibit) in various areas of the west central neighborhood (refer to second attached exhibit). Underground swales were chosen to preserve existing parking and not create additional areas for City forces to maintain. The swale locations were selected based on street grades and volume of storage necessary, while preventing the elimination of existing trees.

Disturbed sidewalk will be replaced and new ADA ramps installed. Disturbed planting strips will be restored with sod which largely matches what presently exists, though many planting strips are currently marginally or not at all maintained by the property owners. Maintenance of planting strips will continue to be the responsibility of adjacent property owners. Trees are a critical part of the underground swale functionality so dozens of trees will be installed under guidance from Urban Forestry as a part of the project.

All proposed stormwater improvements will be below ground and invisible from the surface.

### **Impact**

This project will require intermittent lane closures. Work on this project will occur in spring/summer/fall 2018.

### **Action**

This project is on ad now with bids scheduled to open on December 4, 2017. We plan to put this project on council agenda shortly thereafter.

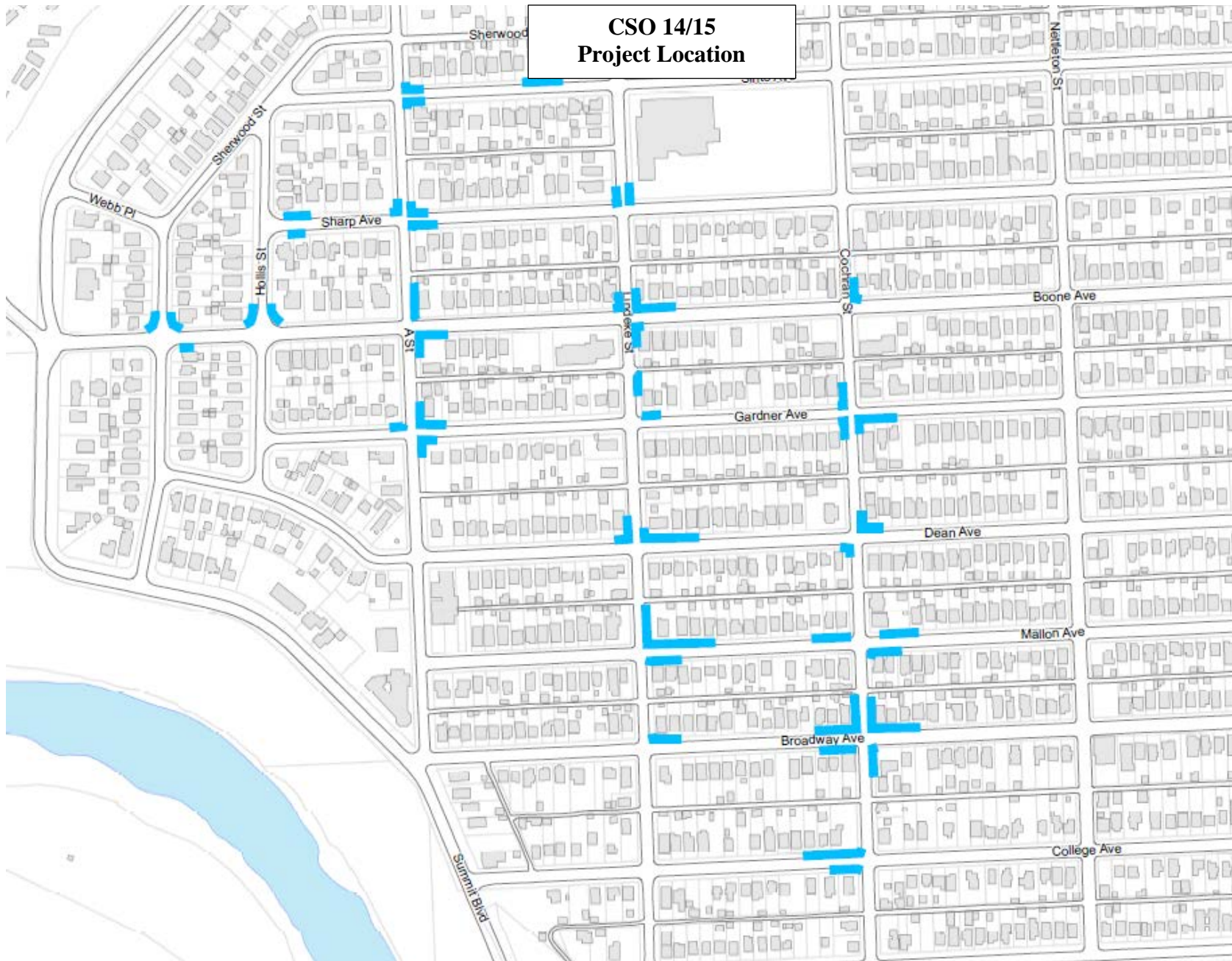
### **Funding**

The engineer's estimate for this project is \$3.7M. This project is paid with local and state grant funds.

**CSO 14/15  
Underground Swale  
Cross Section**



**CSO 14/15  
Project Location**



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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	PRO 2017-0036
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2010076
<u>Bid #</u>	
<u>Requisition #</u>	CR 18715

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DUANE STUDER 625-6176
<u>Contact E-Mail</u>	DSTUDER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370-LOW BID AWARD - N.A. DEGERSTROM INC.

**Agenda Wording**

Low Bid of N.A. Degerstrom, Inc. (Spokane Valley, WA) for CSO 23-1 & 23-2 Control Facilities - \$1,383,923. An administrative reserve is \$138,392.30 which is 10% of the contract price, will be set aside. (Kendall Yards Area)

**Summary (Background)**

On December 4, 2017, bids were opened for the above project. The low bid was from N.A. Degerstrom Inc., in the amount of \$1,383,923 which is \$90,426.00 or 6.13% under the Engineer's Estimate; one other bid were received as follows: L&L Carggile Inc. \$1,464,695.00.

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

Expense	\$ 1,383,923.00	# 4250 43416 94000 56501 10023
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 11/27/17
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	kgoodman@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	kkeck@spokanecity.org	
<b><u>Additional Approvals</u></b>		mdoval@spokanecity.org	
<b><u>Purchasing</u></b>		htrautman@spokanecity.org	
		publicworksaccounting@spokanecity.org	
		Engineering Admin	

## BRIEFING PAPER

Public Infrastructure, Environment & Sustainability Committee  
Engineering Services  
November 27, 2017

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### **Subject:**

CSO Basin 23 Control Facility (2010076)

### **Background:**

CSO 23 consists of two small tanks at separate locations in Kendall Yards, one 30,000 gallon, the other 10,000 gallon, and associated piping as shown on the attached exhibit.

To avoid impacting Kendall Yards area public events held in the vicinity of Summit Boulevard/Cedar Street during the summer months, the work at Summit/Cedar must be completed first, before the end of May, 2018.

### **Impact**

The proposed work has been closely coordinated with Greenstone and the nearby court of appeals. Work at CSO 23-1 (see exhibit) will close Cedar Street but two way Summit Boulevard traffic will be maintained. Work at CSO 23-2 will close Bridge Avenue and Ash Street in the vicinity of the project. Work on this project will occur in spring/summer/fall 2018.

### **Action**

This project is on ad now with bids scheduled to open on December 4, 2017. We plan to put this project on council agenda shortly thereafter.

### **Funding**

The engineer's estimate for this project is \$1.3M. This project is paid with local funds.





**CSO 23  
Project Location**

**CSO 23-2: 30,000 Gal  
tank & associated  
piping**

**CSO 23-1: 10,000 Gal  
tank & associated  
piping**

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

**Project Number:** 2010076

**Project Description** CSO 23-1 & 23-2 Control Facilities

**Funding Source** Local

**Preparer** Michael Myers

**Original Date** 10/25/2017 10:44:35 AM

**Update Date** 12/4/2017 1:55:41 PM

**Addendum**

<b>Project Number: 2010076</b>			<b>Engineer's Estimate</b>		N A Degerstrom Inc		L & L Cargile Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Addendum No. 1

Sales tax shall be included in unit prices

101	POST-CONSTRUCTION SURVEYING	1 LS	*****	6,000.00	*****	5,000.00	*****	5,000.00	*****	0.00
102	RECORD DRAWINGS	1 LS	*****	5,000.00	*****	5,000.00	*****	5,000.00	*****	0.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	4,000.00	*****	100.00	*****	150.00	*****	0.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00
106	POTHOLING	20 EA	450.00	9,000.00	150.00	3,000.00	100.00	2,000.00	0.00	0.00
107	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	3,000.00	*****	1,000.00	*****	2,500.00	*****	0.00
108	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	350.00	350.00	850.00	850.00	650.00	650.00	0.00	0.00
109	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	2,500.00	*****	3,200.00	*****	0.00
110	MOBILIZATION	1 LS	*****	88,000.00	*****	80,000.00	*****	145,192.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	30,000.00	*****	21,255.00	*****	0.00
112	TYPE III BARRICADE	26 EA	50.00	1,300.00	150.00	3,900.00	42.00	1,092.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	5,000.00	*****	1,200.00	*****	0.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	4,000.00	*****	1,500.00	*****	250.00	*****	0.00

<b>Project Number: 2010076</b>			<b>Engineer's Estimate</b>		N A Degerstrom Inc		L & L Cargile Inc			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Addendum No. 1

Sales tax shall be included in unit prices

115	AIR OR HYDRO EVACUATION	1 EA	550.00	550.00	900.00	900.00	650.00	650.00	0.00	0.00
116	TREE PROTECTION ZONE	11 EA	350.00	3,850.00	300.00	3,300.00	240.00	2,640.00	0.00	0.00
117	REMOVE TREE, CLASS I	3 EA	450.00	1,350.00	250.00	750.00	160.00	480.00	0.00	0.00
118	REMOVE TREE, CLASS II	1 EA	900.00	900.00	1,200.00	1,200.00	890.00	890.00	0.00	0.00
119	REMOVE TREE, CLASS III	1 EA	1,800.00	1,800.00	2,400.00	2,400.00	1,750.00	1,750.00	0.00	0.00
120	REMOVE TREE, CLASS IV	1 EA	2,800.00	2,800.00	5,000.00	5,000.00	3,900.00	3,900.00	0.00	0.00
121	TREE PRUNING	1 EA	300.00	300.00	350.00	350.00	240.00	240.00	0.00	0.00
122	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	6,000.00	*****	10,000.00	*****	2,063.00	*****	0.00
123	REMOVE EXISTING CURB	625 LF	8.00	5,000.00	2.00	1,250.00	7.00	4,375.00	0.00	0.00
124	REMOVE EXISTING CURB AND GUTTER	130 LF	10.00	1,300.00	3.00	390.00	8.00	1,040.00	0.00	0.00
125	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	305 SY	12.00	3,660.00	10.00	3,050.00	7.00	2,135.00	0.00	0.00
126	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	6 EA	600.00	3,600.00	600.00	3,600.00	400.00	2,400.00	0.00	0.00
127	REMOVE EXISTING < 12 IN. DIAM. PIPE	840 LF	7.00	5,880.00	7.00	5,880.00	1.00	840.00	0.00	0.00
128	REMOVE EXISTING 12 IN. TO <30 IN. DIAM. PIPE	130 LF	9.00	1,170.00	13.00	1,690.00	1.00	130.00	0.00	0.00
129	SAWCUTTING CURB	20 EA	25.00	500.00	40.00	800.00	22.00	440.00	0.00	0.00
130	SAWCUTTING RIGID PAVEMENT	1920 LFI	1.50	2,880.00	0.75	1,440.00	1.00	1,920.00	0.00	0.00
131	SAWCUTTING FLEXIBLE PAVEMENT	2170 LFI	0.80	1,736.00	0.50	1,085.00	0.40	868.00	0.00	0.00
132	REMOVE AND DISPOSE OF TROLLEY RAILS	50 LF	20.00	1,000.00	30.00	1,500.00	7.00	350.00	0.00	0.00
133	ROADWAY EXCAVATION INCL. HAUL	700 CY	27.00	18,900.00	20.00	14,000.00	22.00	15,400.00	0.00	0.00

<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
134	REMOVE UNSUITABLE FOUNDATION MATERIAL	80 CY	22.00	1,760.00	50.00	4,000.00	10.00	800.00	0.00	0.00
135	REPLACE UNSUITABLE FOUNDATION MATERIAL	80 CY	26.00	2,080.00	50.00	4,000.00	10.00	800.00	0.00	0.00
136	SELECT BORROW INCL. HAUL	100 CY	21.00	2,100.00	40.00	4,000.00	10.00	1,000.00	0.00	0.00
137	SPECIAL / INDUSTRIAL WASTE	100 TO	65.00	6,500.00	60.00	6,000.00	50.00	5,000.00	0.00	0.00
138	HEALTH & SAFETY PLAN	1 LS	*****	4,000.00	*****	1,000.00	*****	3,500.00	*****	0.00
139	PREPARATION OF UNTREATED ROADWAY	2625 SY	3.00	7,875.00	3.00	7,875.00	3.00	7,875.00	0.00	0.00
140	STRUCTURE EXCAVATION CLASS A INCL. HAUL - 23-1	1 LS	*****	17,300.00	*****	15,000.00	*****	32,000.00	*****	0.00
141	STRUCTURE EXCAVATION CLASS A INCL. HAUL - 23-2	1 LS	*****	20,400.00	*****	15,000.00	*****	32,000.00	*****	0.00
142	CONTROLLED DENSITY FILL	40 CY	150.00	6,000.00	150.00	6,000.00	65.00	2,600.00	0.00	0.00
143	PRE-CONSTRUCTION & POST-CONSTRUCTION SURVEY	1 LS	*****	8,000.00	*****	10,000.00	*****	3,000.00	*****	0.00
144	CRUSHED SURFACING TOP COURSE	150 CY	48.00	7,200.00	65.00	9,750.00	48.00	7,200.00	0.00	0.00
145	CRUSHED SURFACING BASE COURSE	175 CY	45.00	7,875.00	45.00	7,875.00	48.00	8,400.00	0.00	0.00
146	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	85.00	2,975.00	65.00	2,275.00	80.00	2,800.00	0.00	0.00
147	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	1730 SY	18.00	31,140.00	18.00	31,140.00	15.00	25,950.00	0.00	0.00
148	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	895 SY	40.00	35,800.00	32.00	28,640.00	27.00	24,165.00	0.00	0.00
149	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	20 SY	48.00	960.00	60.00	1,200.00	45.00	900.00	0.00	0.00
150	TEMPORARY PATCHING	140 SY	35.00	4,900.00	22.00	3,080.00	20.00	2,800.00	0.00	0.00
151	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
152	COMPACTION PRICE ADJUSTMENT	1 CAL	6,233.00	6,233.00	6,233.00	6,233.00	6,233.00	6,233.00	0.00	0.00

<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
153	CONCRETE PAVEMENT REPAIR, 8 IN. THICK	25 SY	125.00	3,125.00	275.00	6,875.00	228.00	5,700.00	0.00	0.00
154	COLORED CONCRETE PAVEMENT REPAIR, 8 IN. THICK	25 SY	140.00	3,500.00	500.00	12,500.00	375.00	9,375.00	0.00	0.00
155	PAVEMENT REPAIR EXCAVATION - CONCRETE - INCL. HAUL	25 SY	100.00	2,500.00	7.00	175.00	80.00	2,000.00	0.00	0.00
156	EPOXY-COATED DOWEL BAR WITH DRILL HOLE	30 EA	32.00	960.00	100.00	3,000.00	55.00	1,650.00	0.00	0.00
157	CONCRETE VAULT STRUCTURE - CSO 23-1	1 LS	*****	79,000.00	*****	90,000.00	*****	80,000.00	*****	0.00
158	CONCRETE VAULT STRUCTURE - CSO 23-2	1 LS	*****	80,000.00	*****	90,000.00	*****	82,000.00	*****	0.00
159	TANK APPURTENANCES - 23-1	1 LS	*****	11,600.00	*****	30,000.00	*****	21,000.00	*****	0.00
160	TANK APPURTENANCES - 23-2	1 LS	*****	11,600.00	*****	30,000.00	*****	21,000.00	*****	0.00
161	SPRAY-ON CONCRETE LINING	500 SF	15.00	7,500.00	20.00	10,000.00	30.00	15,000.00	0.00	0.00
162	MANHOLE TYPE I-48, BASIC PRICE	6 EA	4,500.00	27,000.00	5,500.00	33,000.00	4,600.00	27,600.00	0.00	0.00
163	MANHOLE TYPE I-48, DOGHOUSE	1 EA	5,800.00	5,800.00	6,000.00	6,000.00	5,500.00	5,500.00	0.00	0.00
164	MANHOLE TYPE II-72, BASIC PRICE	4 EA	9,500.00	38,000.00	10,000.00	40,000.00	9,000.00	36,000.00	0.00	0.00
165	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM.	35 VF	180.00	6,300.00	400.00	14,000.00	50.00	1,750.00	0.00	0.00
166	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM.	20 VF	325.00	6,500.00	400.00	8,000.00	75.00	1,500.00	0.00	0.00
167	MODIFY INTERCEPTOR MH	1 LS	*****	10,000.00	*****	1,000.00	*****	9,000.00	*****	0.00
168	DRYWELL TYPE 1	1 EA	3,800.00	3,800.00	5,000.00	5,000.00	3,400.00	3,400.00	0.00	0.00
169	DRYWELL TYPE 2	1 EA	5,500.00	5,500.00	7,000.00	7,000.00	4,600.00	4,600.00	0.00	0.00
170	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	6 EA	500.00	3,000.00	500.00	3,000.00	615.00	3,690.00	0.00	0.00
171	ADJUST EXISTING MH, CB, DW, OR INLET IN CONCRETE	1 EA	550.00	550.00	500.00	500.00	615.00	615.00	0.00	0.00



<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
172	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	2 EA	350.00	700.00	600.00	1,200.00	350.00	700.00	0.00	0.00
173	CATCH BASIN TYPE 1	1 EA	2,500.00	2,500.00	2,000.00	2,000.00	2,068.00	2,068.00	0.00	0.00
174	CATCH BASIN TYPE 3	5 EA	2,700.00	13,500.00	2,000.00	10,000.00	2,168.00	10,840.00	0.00	0.00
175	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	12 EA	750.00	9,000.00	600.00	7,200.00	815.00	9,780.00	0.00	0.00
176	VALVE BOX AND COVER	6 EA	500.00	3,000.00	350.00	2,100.00	415.00	2,490.00	0.00	0.00
177	CONNECT 6 IN. TO 12 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	900.00	900.00	700.00	700.00	800.00	800.00	0.00	0.00
178	CONNECT 15 IN. TO 27 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	2,700.00	8,100.00	900.00	2,700.00	2,150.00	6,450.00	0.00	0.00
179	CONNECT 6 TO 12 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	3 EA	900.00	2,700.00	1,500.00	4,500.00	275.00	825.00	0.00	0.00
180	CONNECT 15 TO 27 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	3 EA	1,100.00	3,300.00	2,000.00	6,000.00	700.00	2,100.00	0.00	0.00
181	RECONSTRUCT MANHOLE INVERT	1 EA	2,500.00	2,500.00	1,300.00	1,300.00	2,000.00	2,000.00	0.00	0.00
182	MANHOLE TEST	4 EA	650.00	2,600.00	750.00	3,000.00	600.00	2,400.00	0.00	0.00
183	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	450.00	900.00	500.00	1,000.00	170.00	340.00	0.00	0.00
184	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	30.00	1,800.00	50.00	3,000.00	10.00	600.00	0.00	0.00
185	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	60 CY	20.00	1,200.00	50.00	3,000.00	10.00	600.00	0.00	0.00
186	TRENCH SAFETY SYSTEM	1 LS	*****	13,000.00	*****	1,000.00	*****	8,000.00	*****	0.00
187	RECONNECT SIDE SEWER	3 EA	1,100.00	3,300.00	600.00	1,800.00	520.00	1,560.00	0.00	0.00
188	SIDE SEWER CLEANING & VIDEO INSPECTION	4 EA	750.00	3,000.00	1,100.00	4,400.00	400.00	1,600.00	0.00	0.00

<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
189	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	190 LF	65.00	12,350.00	48.00	9,120.00	42.00	7,980.00	0.00	0.00
190	PLUGGING EXISTING PIPE	2 EA	600.00	1,200.00	300.00	600.00	50.00	100.00	0.00	0.00
191	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	18,000.00	*****	1,000.00	*****	1,600.00	*****	0.00
192	BYPASS SEWER FLOWS	1 LS	*****	35,000.00	*****	15,000.00	*****	13,000.00	*****	0.00
193	ENCASE WATER/SEWER AT CROSSINGS	1 EA	1,200.00	1,200.00	300.00	300.00	1,300.00	1,300.00	0.00	0.00
194	CLEANING EXISTING SANITARY SEWER	4 EA	450.00	1,800.00	500.00	2,000.00	250.00	1,000.00	0.00	0.00
195	CONCRETE PIPE ANCHOR	2 EA	600.00	1,200.00	1,500.00	3,000.00	1,250.00	2,500.00	0.00	0.00
196	DI PIPE FOR WATER MAIN 6 IN. DIAM.	260 LF	60.00	15,600.00	70.00	18,200.00	110.00	28,600.00	0.00	0.00
197	DI PIPE FOR WATER MAIN 8 IN. DIAM.	10 LF	90.00	900.00	110.00	1,100.00	56.00	560.00	0.00	0.00
198	DI PIPE FOR WATER MAIN 12 IN. DIAM.	290 LF	110.00	31,900.00	125.00	36,250.00	74.00	21,460.00	0.00	0.00
199	GATE VALVE 6 IN.	3 EA	1,350.00	4,050.00	1,200.00	3,600.00	1,300.00	3,900.00	0.00	0.00
200	GATE VALVE 8 IN.	1 EA	2,500.00	2,500.00	1,750.00	1,750.00	1,740.00	1,740.00	0.00	0.00
201	GATE VALVE 12 IN.	2 EA	4,000.00	8,000.00	2,500.00	5,000.00	2,800.00	5,600.00	0.00	0.00
202	HYDRANT ASSEMBLY	2 EA	5,500.00	11,000.00	7,500.00	15,000.00	5,500.00	11,000.00	0.00	0.00
203	TRENCH EXCAVATION FOR NEW WATER SERVICE TAP	5 EA	750.00	3,750.00	1,000.00	5,000.00	700.00	3,500.00	0.00	0.00
204	SANITARY SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	80.00	4,000.00	55.00	2,750.00	50.00	2,500.00	0.00	0.00
205	SANITARY SEWER PVC PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	180 LF	90.00	16,200.00	75.00	13,500.00	220.00	39,600.00	0.00	0.00
206	SANITARY SEWER PVC PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	160.00	4,000.00	125.00	3,125.00	160.00	4,000.00	0.00	0.00

<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
207	SANITARY SEWER PVC PIPE 48 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	290 LF	300.00	87,000.00	475.00	137,750.00	520.00	150,800.00	0.00	0.00
208	SIDE SEWER PIPE 4 IN. TO 6 IN. DIAM.	100 LF	65.00	6,500.00	35.00	3,500.00	40.00	4,000.00	0.00	0.00
209	SIDE SEWER PERMIT	4 EA	40.00	160.00	40.00	160.00	40.00	160.00	0.00	0.00
210	SEWER CLEANOUT	2 EA	550.00	1,100.00	1,000.00	2,000.00	400.00	800.00	0.00	0.00
211	FLOW CONTROL DEVICES - CSO 23-1	1 LS	*****	63,300.00	*****	60,000.00	*****	58,500.00	*****	0.00
212	FLOW CONTROL DEVICES - CSO 23-2	1 LS	*****	63,300.00	*****	60,000.00	*****	58,500.00	*****	0.00
213	ESC LEAD	1 LS	*****	4,000.00	*****	100.00	*****	200.00	*****	0.00
214	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	2,000.00	*****	2,000.00	*****	250.00	*****	0.00
215	INLET PROTECTION	22 EA	150.00	3,300.00	100.00	2,200.00	80.00	1,760.00	0.00	0.00
216	STABILIZED CONSTRUCTION ENTRANCE	800 SY	18.00	14,400.00	5.00	4,000.00	8.00	6,400.00	0.00	0.00
217	TIRE WASH	1 EA	12,500.00	12,500.00	500.00	500.00	1,500.00	1,500.00	0.00	0.00
218	STREET CLEANING	60 HR	150.00	9,000.00	110.00	6,600.00	80.00	4,800.00	0.00	0.00
219	SILT FENCE	250 LF	10.00	2,500.00	7.00	1,750.00	4.00	1,000.00	0.00	0.00
220	WATTLE	200 LF	6.00	1,200.00	5.00	1,000.00	3.50	700.00	0.00	0.00
221	TOPSOIL TYPE A, 4 INCH THICK	390 SY	10.00	3,900.00	10.00	3,900.00	10.00	3,900.00	0.00	0.00
222	LANDSCAPING - SUMMIT TO BRIDGE	1 LS	*****	10,000.00	*****	5,000.00	*****	3,800.00	*****	0.00
223	LANDSCAPING - OAK TO ASH	1 LS	*****	12,500.00	*****	5,000.00	*****	12,000.00	*****	0.00
224	WEED AND PEST CONTROL	1 FA	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	0.00	0.00
225	LANDSCAPING REPAIR	100 SY	50.00	5,000.00	15.00	1,500.00	60.00	6,000.00	0.00	0.00



<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
226	SOD INSTALLATION	535 SY	18.00	9,630.00	6.00	3,210.00	12.00	6,420.00	0.00	0.00
227	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	150 SY	25.00	3,750.00	30.00	4,500.00	37.00	5,550.00	0.00	0.00
228	CONSTRUCT BIO-INFILTRATION SWALE	150 SY	9.00	1,350.00	25.00	3,750.00	3.50	525.00	0.00	0.00
229	SWALE DRAIN PAD	3 SY	125.00	375.00	250.00	750.00	150.00	450.00	0.00	0.00
230	CURB DROP INLET	4 EA	250.00	1,000.00	250.00	1,000.00	80.00	320.00	0.00	0.00
231	IRRIGATION SYSTEM - SUMMIT TO BRIDGE	1 LS	*****	17,000.00	*****	5,000.00	*****	4,877.00	*****	0.00
232	IRRIGATION SYSTEM - OAK TO ASH	1 LS	*****	20,000.00	*****	5,000.00	*****	26,233.00	*****	0.00
233	2 IN. PVC IRRIGATION SLEEVE	40 LF	8.00	320.00	15.00	600.00	8.00	320.00	0.00	0.00
234	4 IN. PVC IRRIGATION SLEEVE	70 LF	12.00	840.00	20.00	1,400.00	14.00	980.00	0.00	0.00
235	REMOVE & REPLACE EXISTING SPRINKLER HEADS & LINES	1 LS	*****	4,000.00	*****	3,500.00	*****	1,400.00	*****	0.00
236	CEMENT CONCRETE CURB	420 LF	22.00	9,240.00	26.00	10,920.00	21.00	8,820.00	0.00	0.00
237	CEMENT CONCRETE CURB AND GUTTER	475 LF	28.00	13,300.00	45.00	21,375.00	30.00	14,250.00	0.00	0.00
238	CEMENT CONCRETE DRIVEWAY	128 SY	75.00	9,600.00	85.00	10,880.00	70.00	8,960.00	0.00	0.00
239	CEMENT CONCRETE DRIVEWAY TRANSITION	5 SY	85.00	425.00	65.00	325.00	50.00	250.00	0.00	0.00
240	TEMPORARY ACCESS DRIVEWAY	1 LS	*****	4,000.00	*****	1,000.00	*****	3,500.00	*****	0.00
241	REPAIR FENCING, BRIDGE AVE	25 LF	15.00	375.00	35.00	875.00	30.00	750.00	0.00	0.00
242	TEMPORARY CHAIN LINK FENCE	1350 LF	6.50	8,775.00	3.00	4,050.00	6.00	8,100.00	0.00	0.00
243	CEMENT CONC. SIDEWALK	430 SY	48.00	20,640.00	70.00	30,100.00	52.00	22,360.00	0.00	0.00
244	RAMP DETECTABLE WARNING	40 SF	25.00	1,000.00	30.00	1,200.00	22.00	880.00	0.00	0.00

<i>Project Number:</i> <b>2010076</b>			<i>Engineer's Estimate</i>		N A Degerstrom Inc		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Addendum No. 1					Sales tax shall be included in unit prices					
245	CONDUIT PIPE 2 IN. DIAM. SCHED. 40	800 LF	23.00	18,400.00	8.00	6,400.00	7.00	5,600.00	0.00	0.00
246	CONDUIT PIPE 4 IN. DIAM. SCHED. 80	200 LF	33.00	6,600.00	10.00	2,000.00	14.00	2,800.00	0.00	0.00
247	FLOW MONITORING EQUIPMENT	1 LS	*****	55,000.00	*****	1,000.00	*****	67,900.00	*****	0.00
248	SIGNING, PERMANENT	1 LS	*****	3,000.00	*****	3,500.00	*****	3,000.00	*****	0.00
249	PAVEMENT MARKING - DURABLE HEAT APPLIED	30 SF	12.00	360.00	16.00	480.00	12.80	384.00	0.00	0.00
250	REMOVE AND REPLACE BOLLARD	2 EA	350.00	700.00	1,500.00	3,000.00	700.00	1,400.00	0.00	0.00
251	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64- 28, 3 INCH THICK	120 SY	60.00	7,200.00	20.00	2,400.00	30.00	3,600.00	0.00	0.00
252	PAVEMENT REPAIR EXCAVATION INCL. HAUL	120 SY	75.00	9,000.00	35.00	4,200.00	25.00	3,000.00	0.00	0.00
253	PULL BOX	1 EA	3,500.00	3,500.00	800.00	800.00	2,500.00	2,500.00	0.00	0.00
<i>Schedule Totals</i>				1,474,349.00		1,383,923.00		1,464,695.00		0.00

Project Number            2010076            CSO 23-1 & 23-2 Control Facilities

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,474,349.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,474,349.00
N A Degerstrom Inc	1,383,923.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,383,923.00
L & L Cargile Inc	1,464,695.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,464,695.00

Low Bid Contractor:    N A Degerstrom Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,383,923.00	\$1,474,349.00	6.13	% Under Estimate
Bid Totals	\$1,383,923.00	\$1,474,349.00	6.13	% Under Estimate

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

12/18/2017

<u>Date Rec'd</u>	12/4/2017
<u>Clerk's File #</u>	OPR 2017-0864
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION
<u>Contact Name/Phone</u>	MEGAN DUVALL 625-6543
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0470 - ZABEL HOUSE - 3124 S MANITO BLVD

**Agenda Wording**

Recommendation to list the Zabel House, 3124 S Manito Boulevard, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Zabel House has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	CLINE, ANGELA
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	

# **Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places Zabel House - 3124 S Manito Boulevard**

## **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Built in 1927; the **Zabel House** meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- The Zabel House is significant under Category C, architecture, for the Spokane Register.
- The property is eligible for listing under Category C a fine example of the Craftsman style and bungalow house form. Defining Craftsman-style and bungalow-form features include the home's ground-hugging horizontal orientation, low-pitched roof, lower cross-gables, covered front porch, tapered wood porch pillars anchored to square brick porch piers, widely overhanging eaves with exposed rafters and purlins, narrow-width horizontal clapboard siding, and unembellished wide woodwork around windows and doors.
- The home's interior is distinguished with an open floor plan, smooth gumwood woodwork, oak floors, and built-in bookcases, china cabinet, and linen closets—all tenets of the Craftsman style.
- The building's period of significance is 1927, the construction date.

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Zabel House is in excellent condition and retains a high degree of integrity in original location, design, materials, workmanship, and association.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

## **RECOMMENDATION**

The **Zabel House** qualifies for eligibility under Spokane Register Category C. The Spokane Historic Landmarks Commission evaluated the property according to the appropriate criteria at a public hearing on 11/15/17 and recommends that the Campbell Jones House be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

**LOT 5, BLOCK 54, MANITO PARK ADDITION, ACCORDING TO PLAT RECORDED  
IN VOLUME "D" OF PLATS, PAGE(S) 98; SITUATE IN THE CITY OF SPOKANE,  
COUNTY OF SPOKANE, STATE OF WASHINGTON**

Parcel Number 35322.1204, is governed by a Management Agreement between the City of Spokane and the Owner(s), Daniel R and Kristen Soo Hoo Edgar, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.


Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

\_\_\_\_\_



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

Dated: 11/29/17

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **15th** day of **November 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Daniel R and Kristen Soo Hoo Edgar** (hereinafter "Owner(s)"), the owner of the property located at **3124 South Manito Boulevard** commonly known as the **Leroy and Dena Zabel House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this

instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

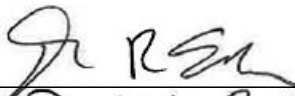
5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.



This Agreement is entered into the year and date first above written.


  
Owner Daniel P. Edgar

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

  
Megan M.K. Duvall

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

**ATTEST:**

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

**Approved as to form:**

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

STATE OF Washington )  
County of Spokane ) ss

On this 15 day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared

Daniel R. Edgar, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15 day of November, 2017.



Adria McGee  
Notary Public in and for the State  
of Washington residing at Spokane  
My commission expires 2/15/2021

STATE OF WASHINGTON )  
County of Spokane ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE

## ***HISTORIC REGISTER NOMINATION***

### ***Spokane Register of Historic Places***

*Spokane City/County Historic Preservation Office, City Hall, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

#### **1. HISTORIC NAME**

Historic Name **LEROY & DENA ZABEL HOUSE**  
Common Name

#### **2. LOCATION**

Street & Number 3124 S. Manito Boulevard  
City, State, Zip Code Spokane, WA 99203  
Parcel Number 35322.1204

#### **3. CLASSIFICATION**

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational <input type="checkbox"/> religious
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment <input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
<b>Site</b>	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other
<input type="checkbox"/> moved			

#### **4. OWNER OF PROPERTY**

Name Daniel R. Edgar & Kristen Soo Hoo Edgar  
Street & Number 3124 S. Manito Boulevard  
City, State, Zip Code Spokane, WA 99203  
Telephone Number/E-mail [soohook@gmail.com](mailto:soohook@gmail.com), 509-599-3886

#### **5. LOCATION OF LEGAL DESCRIPTION**

Courthouse, Registry of Deeds Spokane County Courthouse  
Street Number 1116 West Broadway  
City, State, Zip Code Spokane, WA 99201  
County Spokane

#### **6. REPRESENTATION OF EXISTING SURVEYS**

Title City of Spokane Historic Landmarks Survey  
Date Federal\_\_\_\_ State\_\_\_\_ County\_\_\_\_ Local\_\_\_\_  
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE**

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**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

**Check One**

☐ unaltered

☒ altered

**Check One**

☒ original site

☐ moved & date

**8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE**

*(continuation sheets attached)*

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐ B Property is associated with the lives of persons significant in our past.

☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield, information important in prehistory history.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

*Bibliography is found on one or more continuation sheets.*

**10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.**

*Items are found on one or more continuation sheets.*

**11. GEOGRAPHICAL DATA**

Acreage of Property

Less than one acre.

Verbal Boundary Description

Manito Park Addition, Lot 5, Block 54.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

**12. FORM PREPARED BY**

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27<sup>th</sup> Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

November 15, 2017

13. Signature of Owner(s) Fabel House

[Signature]

14. For Official Use Only:

Date nomination application filed: 10/15/17

Date of Landmarks Commission hearing: 11/15/17

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**

[Signature]  
**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

11/15/17  
**Date**

Attest:

Approved as to form:

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

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



*Zabel House in 2017*

## ***SECTION 7: DESCRIPTION OF PROPERTY***

### ***Summary Statement***

Built in 1927 on South Manito Boulevard on Spokane, Washington's South Hill, the Leroy & Dena Zabel House is a fine example of the Craftsman style and bungalow house form. Defining Craftsman-style and bungalow-form features include the home's ground-hugging horizontal orientation, low-pitched roof, lower cross-gables, covered front porch, tapered wood porch pillars anchored to square brick porch piers, widely overhanging eaves with exposed rafters and purlins, narrow-width horizontal clapboard siding, and unembellished wide woodwork around windows and doors. The home's interior is distinguished with an open floor plan, smooth gumwood woodwork, oak floors, and built-in bookcases, china cabinet, and linen closets—all tenets of the Craftsman style. The property is in excellent condition and retains a high degree of integrity in original location, design, materials, workmanship, and association.



## ***CURRENT APPEARANCE & CONDITION***

### ***Site***

The Zabel House fronts east onto South Manito Boulevard and was built in the center of Lot 5 on Block 54 in the Manito Park Addition. Lot 5 is 50 feet wide, 142 feet deep, and has a level grade. The Zabel House was built with one- and one-half stories in the center of the lot, assumes an irregular footprint, and measures 30 feet wide and 40 feet deep.<sup>1</sup> The home is shaded by mature native pine trees, and is framed by manicured lawn and evergreen/deciduous shrubs and bushes. The Zabel House is surrounded by a gridwork of paved north-south and east-west city streets and a well-maintained historic residential neighborhood with single-family homes built from 1903 to the 1950s.<sup>2</sup>

### ***House Exterior***

The exterior of the Zabel House has a low-slung horizontal orientation, especially emphasized by an asymmetrical façade design, low-pitched side-gable roof with lower cross gables, widely overhanging eaves that cast wide horizontal shadows on the home's planar wall surfaces, and narrow-width horizontal clapboard siding. The roof is covered with composition asphalt shingles and supports one brick chimney with double flues on the north elevation of the house (fireplace and furnace). Windows are a combination of wood-sash double-hung and fixed-pane units and replacement double-hung wood windows in a dormer at the west rear of the house. An original decorative geometric design made of wood muntin/mullion bars in the upper half of each historic window is representative of influence from the Craftsman and Prairie styles. The foundation and basement are formed from a poured concrete foundation and concrete floor.

The front of the house faces east onto South Manito Boulevard, a narrow one-way-south paved street that separates the property from Manito Boulevard, a city-owned groomed central pedestrian parkscape. The east façade of the Zabel House has two projecting low-pitched cross-gables. The lower cross-gable covers a partial-width front porch at the north end of the east façade. The porch is 17 feet wide and seven feet deep, and is supported by tapered wood porch pillars anchored to square brick porch piers that extend from grade to a plain square porch rail. The roof of the house and porch is covered with composition asphalt shingles and is articulated with wide bargeboards that have pointed ends. Roof eaves are widely overhanging with exposed rafters and purlins. A wide, horizontal exposed beam supports the porch roof over the front porch. A decorative horizontal dentil course articulates the horizontal beam. The front of the house is clad with narrow-width horizontal wood clapboard siding, and has plain unembellished wide woodwork that surrounds doors and windows. A front door is located just north of center on the home's east face. An original fixed-pane window with a decorative geometric design is located adjacent north of the door, and an identical original window is located adjacent south of the front door.

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<sup>1</sup> A new 18-feet-wide by 40-feet-deep, single-story tandem garage was erected in 2017 behind the house in the property's southwest corner. It has a gable-end roof at the east façade and west elevation, clapboard siding, and metal overhead garage doors (the 2017 garage replaced a damaged/deteriorated garage built in 1927).

<sup>2</sup> Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

The south elevation of the Zabel House abuts the side of a paved driveway that leads from the street at Manito Boulevard and extends west to the rear of the property, which borders a graveled alley. The south elevation of the house reveals the home's one- and one-half story, low-pitched side-gable roof. A small, single-story projecting bay is located at the southeast corner of the house. Enclosing a first-floor breakfast nook, the small bay measures eight feet wide and two feet deep, and is covered with a lower gable-front roof. A center side door is located west of the bay at the first floor. Two original double-hung windows with geometric designs in the upper half of each window flank the east and west sides of the back door. A single window is located in the center of the gable peak. The back door, a concrete porch stoop, and concrete porch steps are covered by a front-facing lower-gabled porch roof supported by two square porch posts at the first floor. A continuation of the home's narrow-width horizontal clapboard siding clads the south elevation.

The north elevation of the house reveals the home's side-gable roof, widely overhanging eaves, a continuation of narrow-width horizontal clapboard, and an asymmetrical arrangement of original double-hung wood-sash windows at the first floor, and one window in the gable peak. The geometric design in the upper half of original windows is repeated in the windows at the north elevation of the house. Plain, wide woodwork surrounds windows at the north elevation just as it does for the exterior of the entire home. As it is located five feet from a wood fence at the north border of the property, the north elevation of the Zabel House is not seen from the property's grounds or from any public right-of-way.

The west rear elevation of the house reveals the western slope of the home's side-gable roof, asphalt roof shingles, widely overhanging eaves, and narrow-width horizontal clapboard siding. Fenestration is asymmetrical at the first floor and includes two windows and one pair of contemporary sliding-glass doors. A wood patio deck built after 2008 abuts the sliding doors. A dormer was rebuilt in 2016 at the rear of the house and has a symmetrical pattern of four windows arranged in two groups of paired windows. The dormer is clad in a continuation of narrow-width horizontal wood clapboard, and the dormer roof is covered in a continuation of asphalt roof shingles that cover the house.

### ***House Interior***

The first floor of the house has 1,186 square feet of finished space, the second floor has 772 square feet of finished space, and the basement has 1,186 square feet of unfinished square feet.<sup>3</sup> The front door is original, made of gumwood, and has a full-length center beveled plate-glass window. The front door opens into a large room that extends from the south end of the house to the north end of the house in the east half of the first floor. The south end of the room was designed as a dining room, and the north end of the room was designed as a living room. A wide, arched opening separates the dining room from the living room. Ceiling height is eight feet, floors are made of original golden-colored solid oak planks, and woodwork is smooth honey-hued gumwood. Woodwork includes

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<sup>3</sup> Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

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six-inch-deep cove and floor molding, window and door surrounds, built-in bookcases, and a built-in china cupboard. The north wall of the combination living-dining room is articulated with a center fireplace flanked by two built-in gumwood bookcases, and is the focal point of the room. The bookcases are enclosed with gumwood and glass doors that repeat the same decorative geometric design as the original windows in the house. The fireplace is located between the bookcases, which are a few inches lower than the height of the center fireplace. A plain gumwood mantel with a gumwood apron protects the top of the fireplace. The fireplace surround and hearth is clad with matte-finish ceramic tiles in various square and rectangular shapes with shades of terra cotta and light blue hues. A large medallion tile with sculpted relief is located over the center of the fireplace opening and is flanked by two sculpted tiles set on either side of the fireplace.<sup>4</sup> The dining room at the south end of the room is distinguished with a built-in china cupboard with glass and gumwood doors in the upper half, and a bank of drawers in the lower half of the cupboard. The glass doors reveal and repeat the same geometric design used in the home's windows.

The dining room opens west to a kitchen and family room. A small breakfast nook is located in the southeast corner of the kitchen, and a family room with a widened entry (was originally designed as a bedroom) is located in the rear southwest corner of the house. The kitchen, breakfast nook, and family room are finished with painted woodwork, eight-foot-high ceilings, and floors covered with a combination of ceramic tile and oak planks. The kitchen was remodeled in 2003-04 with built-in cupboards, cabinets, counter tops, sink/basin, and dishwasher. The family room was remodeled from a bedroom sometime before 2008. The family room retains the bedroom's original built-in linen/clothes closet and drawers. An exterior side door is located on the south wall between the kitchen and family room.

The kitchen opens to a center hallway that leads to two bedrooms, a bathroom, and an interior stairway. Like the kitchen, woodwork in the hallway, bedrooms, bathroom, and stairwell is painted, ceilings are eight feet in height, and floors are oak planks (except the bathroom). The bathroom was remodeled in 2016 and includes a period-appropriate hexagonal ceramic tile floor, new fixtures including a pedestal sink, and ceramic subway tile wainscoting and bathtub/shower enclosure. The interior stairway leads to a large second-floor multi-purpose room with a vaulted ceiling, painted woodwork, and a floor covered with wall-to-wall carpet. The large multi-purpose room leads through a door to a bathroom with a ceramic tile floor, painted woodwork, a built-in vanity with two wash basins, and a built-in shower stall.

***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

The Zabel House was built 90 years ago in 1927, and survives in excellent condition today in 2017. Modifications to the property include:

1940            A small gabled porch roof was installed over the back door and back steps.

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<sup>4</sup> It is not known what company made the ceramic tiles but they resemble those made by the Washington Brick, Lime and Sewer Pipe Company in Clayton, WA, and the Batchelder Tile Company in Pasadena, CA.

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2003-04        The kitchen was remodeled with new casework, fixtures, plumbing, electric wiring, and ceramic tile floor. An original bedroom on the first floor in the southwest corner was remodeled to accommodate a family room with a widened doorway to the kitchen and a contemporary sliding glass door that opens to a deck built at the back of the house.

2016        The bathroom on the first floor was remodeled with a ceramic tile floor, wainscoting, and shower walls as well as new fixtures and lighting. In 2015, severe damage was caused by a massive pine tree that fell through the second-floor dormer at the rear of the property. In 2016, a new dormer was rebuilt wider and larger, and part of the first floor was rehabilitated with repaired/repainted interior walls, ceilings, and rooms. The roof of the house was repaired, stabilized, and re-covered with asphalt shingles along with repairs to the brick chimney and repairs and repainting to roof eaves, woodwork, and exterior clapboard cladding.

## **SECTION 8: STATEMENT OF SIGNIFICANCE**

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1927</i>
<i>Built Date</i>	<i>1927</i>
<i>Builders</i>	<i>LeRoy &amp; Dena Zabel (Zabel House homeowners)</i>

### ***Summary Statement***

Architecturally significant, the Zabel House is eligible for listing on the Spokane Register of Historic Places under Category C. The home's period of significance is defined by the year it was built in 1927. An excellent representation of the Craftsman style and bungalow house form, the Zabel House was designed with a character-defining ground-hugging horizontal orientation achieved by a low-pitched roof, lower cross-gables, a covered front porch supported by brick piers and tapered wood pillars, narrow-width horizontal clapboard siding, and widely overhanging eaves that produce broad horizontal bands of shade across the home's planar wall surfaces. High artistic values associated with the Zabel House include an open floor plan with honey-colored gumwood woodwork, built-in furniture, and a focal-point living room fireplace clad with colored, matte-finish ceramic tiles and a tiled center medallion with sculpted relief. The property is a product of the home's builders and first residents, LeRoy & Dena Zabel. In addition to their own home, the Zabels erected at least five additional houses along South Manito Boulevard. Representative of various sizes, designs, materials, workmanship, and associative values popular during the time in which they were constructed, all six Zabel-built homes are well-preserved through nine decades of use, and continue to add to the popularity of the South Manito Boulevard community.

## **HISTORICAL CONTEXT**

### ***Manito Park Addition***

Located atop the Manito Plateau on Spokane's South Hill between 14th and 33rd Avenues, and between Division Street and Hatch Road, the Manito Park Addition was platted in 1903<sup>5</sup> before residential development and settlement of the plateau began. At that time, the area was characterized by natural, picturesque topography distinguished by an irregular hilly and rocky landscape with natural springs and wetland areas, spotty pine and cedar tree growth, native grasses and farmland, and a sprawling multi-acre green space and groomed parkland called Montrose Park (now named Manito Park). Except for the park, the surrounding Manito Park Addition was undeveloped and had great potential to be one of the finest residential neighborhoods in Spokane. A July 31, 1903 article in the local *Spokane Daily Chronicle* newspaper described future plans for the neighborhood and reported that "two main drives through the Addition will be Grand Street and [Manito] Boulevard, running parallel with each other north and

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<sup>5</sup> Spokane County Assessor's Plat Book. Spokane Courthouse, Spokane, WA.

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south...lengthwise through the tract... The boulevard will be 175 feet in width with a 77 foot [groomed] parking strip in the center.”<sup>6</sup>

In July 1911, the Spokane Parks Department developed planting plans for Manito Boulevard from Manito Place to nearly West 33<sup>rd</sup> Avenue. In 1912, Spokane City Council “adopted landscape plans for the central, 80-foot-wide treescaped, pedestrian-accessible parkway... The central area, then as today, features no prescribed paths: the arched curbs mark the north-south intersections, and ponderosa pines line the central landscape.”<sup>7</sup> Influenced by Olmsted park designs,<sup>8</sup> the plan for the boulevard with a center parkway provided an important community link, connecting Manito Park and the surrounding neighborhood.

Noted Spokane real estate developer and businessman, Jay P. Graves, became interested in the area and saw an opportunity for residential development on the plateau, especially around the park. He purchased acreage in the Manito Park Addition and along with his brother, Spokane attorney Will Graves, formed the Spokane-Washington Improvement Company. The Graves brothers then reorganized and improved the area’s existing transportation system—the Spokane & Montrose Street Railway which transported people to and from downtown Spokane. Recognizing the need for graded roads and infrastructure to be in place before residential plats could be successfully sold, Graves and his associates made a deal with the City of Spokane: Montrose Park and its 92 acres could be the City of Spokane’s if city coffers and contractors would pay for and install the needed infrastructure, specifically roads and underground fresh water lines. The deal was made and the name of the park was changed to Manito Park, which name was derived from an Algonquin Indian word that meant “spirit” and “supernatural force that pervades nature.”<sup>9</sup> Today, Manito Park is one of Spokane’s most popular and revered public parks, and the Manito Park neighborhood is regarded as a highly coveted residential area.<sup>10</sup>

In 1907, Graves hired Fred Grinnell, a seasoned real estate salesman, to sell property in the Manito Park Addition. Grinnell placed advertisements in fliers and local newspapers, proclaiming that “the Manito residence section is known as one of the most desirable residence sections of the city.” He applauded plans for the development of Manito Boulevard, “which is to be the show street of the city.”<sup>11</sup> Manito Boulevard, Manito

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<sup>6</sup> Bamonte, Tony & Suzanne Schaeffer Bamonte. *Manito Park: A Reflection of Spokane’s Past*. Spokane: 1998.

<sup>7</sup> Perrin, Natalie and Chrisanne Beckner and Lynn Mandyke. *National Register Manito Park & Boulevard Historic District*, Spokane, WA. 2016. Dept of Archaeology & Historic Preservation, Olympia, WA.

<sup>8</sup> Although the nationally famous Olmsted Brothers Landscape Architectural firm of Massachusetts did not prepare formal plans for Manito Park, the designs for the park were *influenced* by the Olmsted firm, their 1907 report, and suggestions for Spokane parks along with their work in cities across America.

<sup>9</sup> Bamonte, Tony & Suzanne Schaeffer Bamonte. *Manito Park: A Reflection of Spokane’s Past*. Spokane: 1998.

<sup>10</sup> Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA.

<sup>11</sup> Bamonte, Tony & Suzanne Schaeffer Bamonte. *Manito Park: A Reflection of Spokane’s Past*. Spokane: 1998.

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**ZABEL HOUSE**

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Park, the addition of city-financed infrastructure, and the high plateau site for the Manito Park Addition on Spokane's South Hill lured architects, builders, and prospective homebuyers to the area. Aware of the need for architectural compatibility and land use controls, Jay P. Graves, through his Spokane-Washington Improvement Company, initiated subdivision regulations as "binding covenants" which became a legal part of each property's warranty deed. Initially prepared over 100 years ago in 1903, the covenants were designed to run in perpetuity with the land as the property was developed for successive homeowners. The following covenant conditions were specified on warranty deeds for properties in the Manito Park Addition, including the Zabel House:

- 1. Any residence built on any lot facing Grand Boulevard, Manito Boulevard, or Manito Park shall not cost less than \$5,000.*
- 2. No residence built on any of the remaining lots in said addition shall cost less than \$1,500.*
- 3. All buildings shall be of modern style of architecture.*
- 4. No outhouse or barn shall be erected and used as a dwelling before the construction of the main dwelling house.*
- 5. No building erected on any of said lots shall be used for business purposes of any kind.<sup>12</sup>*

The covenants were put into place, and architects and builders got busy designing and building single-family homes for the next succeeding years from 1903 to the 1950s. Styles ranged from Colonial and Tudor Revival homes to large Arts & Crafts and smaller Craftsman, Prairie, and Minimal Traditional examples. Public schools were built, churches erected, park and landscaping work in Manito Park progressed, and by the 1950s, development and settlement in the Manito Park Addition was complete. Manito Park, treed-and-groomed Manito Boulevard, and South Manito Boulevard (the street along which the Zabel House is sited), have proved to be immensely popular amenities in the neighborhood. Together with protective covenants and well-preserved homes, the Manito Park Addition with South Manito Boulevard continue to be one of Spokane's finest residential sections and continually demand higher real estate values than other parts of the city.<sup>13</sup>

### ***HISTORICAL SIGNIFICANCE***

#### ***LeRoy & Dena Zabel***

LeRoy Zabel married Dena Linge, and together, they raised two children—their daughter Jerry Zabel (married A.T. Siewert), and their son Carl L. Zabel. LeRoy was active in Spokane Masonic Lodge #246, and was a member of Westminster Congregational Church. He died in 1958. His wife, Dena Linge Zabel, was a member of Westminster Congregational Church and later Manito Presbyterian Church. She died in 1973 after a 47-year residency in Spokane.<sup>14</sup>

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<sup>12</sup> Spokane County Warranty Deeds. Spokane County Courthouse, Spokane, WA.

<sup>13</sup> Spokane County Tax Assessor Records. Spokane County Courthouse, Spokane, WA.

<sup>14</sup> "Deaths: Lee Zabel." *Spokesman-Review*, 14 Jan 1958, and "Zabel, Dena L." *Spokane Daily Chronicle*, 4 March 1973.

LeRoy & Dena Zabel built the Zabel House in 1927 and after 19 years, sold it in 1946 to Mrs. Justine McDonald. In 1948, Levi McCormack and Margaret (McDonald) McCormack purchased the property. Before and during the time he owned the property, Levi worked as a salesman for the Teters Motor Company and was a professional baseball player with the Spokane Indians for five years.<sup>15</sup> In 1953, G. Frank & Mildred M. Zimmerman bought the property for \$13,250. Frank Zimmerman worked as a sales agent for the F. Ashley Company in Spokane with interests in “real estate, mortgages, home loans, and sales.” He later worked for Western Builders Real Estate Company, and Downriver Golf Course, located in northwest Spokane.<sup>16</sup>

In 1961, Edward F. & Hazel Cenis and their son and daughter-in-law, Edward N. & Elizabeth Cenis, purchased the property for \$13,400. In 1971, the Cenis family sold the property to their grandson and son, Daniel E. Cenis, and his wife, Joan Renee Cenis.<sup>17</sup> In 2008, Daniel & Kristen Edgar purchased the historic Zabel House for \$363,000. Daniel Edgar is currently employed in 2017 as a banker, and Kristen works as a pharmacist at Sisters’ of Providence Sacred Heart Hospital.

### ***The Zabel House***

In 1906, the Northwestern Pacific Hypotheekbank (Northwestern & Pacific Mortgage Company) sold acreage platted as residential blocks and lots in the Manito Park Addition to the Spokane-Washington Improvement Corporation, a real estate development and insurance company. On September 4, 1926, William LeRoy Zabel and his wife, Dena Linge Zabel, bought Lots 5 and 6 on Block 54 in the Manito Park Addition for \$500, “the best sum bid” for that property received at a Spokane County Treasurer’s property sales auction.<sup>18</sup> In order to render the real estate transaction legally complete, the Spokane-Washington Improvement Corporation quit claimed the property to the Zabels in March 1927. A few days later, acting as a speculative real estate developer/building contractor, LeRoy Zabel applied for a building permit from the City of Spokane to erect a single-family home for an estimated \$4,500, and a private single-car garage for an estimated \$100.<sup>19</sup> He listed his name on the building permit as the owner and builder of the property, and signed his name to sewer, water, plumbing, and electrical permits. By the end of 1927, LeRoy & Dena Zabel had completed construction of their home, the Zabel House.

When LeRoy & Dena Zabel built their house on South Manito Boulevard, Dena was a young mother and LeRoy was employed as an insurance agent in a Spokane branch office of New York Life Insurance Company. In 1929 at the beginning of the Great Depression, the Zabel family relocated temporarily to an apartment at 1412 E. Third Avenue in Spokane. Instead of selling their South Manito Boulevard property, they

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<sup>15</sup> Interview in 2017 with Jim Price, retired *Spokesman-Review* sports writer.

<sup>16</sup> Spokane County public records and warranty deeds. Spokane County Courthouse, Spokane, WA.

<sup>17</sup> Spokane County Warranty Deed #571927C, 4 August 1971.

<sup>18</sup> Spokane County Warranty Deed #863539, 4 September 1926.

<sup>19</sup> Spokane building permit #29463-4, 29 March 1927.



**Spokane City/County Register of Historic Places Nomination**  
**ZABEL HOUSE**

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leased their new home to Sperry Flour Company field manager Alessandro Sumbardo in 1932, and in 1933, to Launce Macomber, a Milwaukee Railway Company clerk.

In 1934, the Zabels returned to their home as residents of their property. LeRoy listed himself at different times in city directories as a sales manager, house painter and engineer, and as a builder on construction permits and water/sewer/plumbing/electrical permits to the City of Spokane. Successful in erecting their own residence in 1927, LeRoy & Dena Zabel built five more houses in their neighborhood on South Manito Boulevard:

3121 S. Manito Boulevard	Built 1953	Building permit #B17051	Est. cost \$9,000
3124 S. Manito Boulevard ( <i>Zabel House</i> )	Built 1927	Building Permit #29463-4	Est. cost \$4,500
3128 S. Manito Boulevard	Built 1938	Building Permit # unknown	Est. cost unknown
3132 S. Manito Boulevard	Built 1940	Building Permit #60425-26	Est. cost \$4,500
3210 S. Manito Boulevard	Built 1947	Building Permit #85635	Est. cost \$15,000
3214 S. Manito Boulevard	Built 1949	Building Permit #97721	Est. cost \$12,000

LeRoy & Dena Zabel listed themselves as owners and builders of each home except the house at 3132 S. Manito Boulevard, for which they listed Spokane building contractor Arne Strand as the builder of record.<sup>20</sup> The homes are approximately the same size at 1,800 to 2,000 square feet and one or one- and one-half stories in height. All of the houses are frame construction with a combination of wood clapboard and/or wood shingle siding, stucco cladding, and featured areas clad with brick. In contrast to their similarities, the six houses reflect a variety of different architectural styles and stylistic influences from Craftsman, Tudor Revival Cottage, and International traditions to Minimal Traditional examples popular during the time the houses were built from 1927 to 1953. Including the Zabel House, all six homes share their street appeal and their continually growing real estate values. Manito Boulevard, regarded a prominent groomed parkway with a desirable location on Spokane's South Hill, together with the street, South Manito Boulevard, are popular residential areas of Spokane where single-family homes fronting the parkway are in high demand.<sup>21</sup>

### ***ARCHITECTURAL SIGNIFICANCE***

#### ***Category C***

Category C of the Spokane Register of Historic Places applies to properties "significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork." To be eligible under Category C, a property must meet at least one of the following requirements:<sup>22</sup>

- Embody distinctive characteristics of a type, period, or method of construction
- Represent the work of a master
- Possess high artistic value

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<sup>20</sup> Spokane building contractor Arne Strand was responsible for erecting homes in the National Register Rockwood Historic District. Reynolds, Sally. *National Register Rockwood Historic District*, 1997.

<sup>21</sup> Spokane County public records. Spokane County Courthouse, Spokane, WA.

<sup>22</sup> *National Register Bulletin #15*. Secretary of the Interior, National Park Service. Washington DC: 1995.

Architecturally significant, the Zabel House is an excellent example of the bungalow house form embellished in the Craftsman style. The property meets two requirements for architectural significance: the Zabel House embodies distinctive characteristics of the Craftsman bungalow type, and possesses high artistic values.

### ***Bungalow House Form***

In her book, *Bungalow: American Restoration Style*, architectural historian, Jan Cigliano, wrote that “*bungalow* is a form of house, a type of structure designed in a number of architectural styles; *style* by contrast, is a particular period and genre of design.” She further explained that “the bungalow house type is a single-family residence, one or one-and one-half stories high, and designed in elevation, plan, and roofline to achieve a horizontal and rectangular emphasis.” The word *Craftsman* refers to an architectural style that may embellish a bungalow form.<sup>23</sup>

The American word *bungalow* was derived from the British and East Indian word *bangle*, which referred to low, one-story thatched huts with wide verandahs built in Hindi East India during British occupation. The 19<sup>th</sup>-century bungalow became popular with the British and was eventually built around seaside resorts in England. The appeal of the bungalow house form and its more affordable construction cost grew tremendously during both the English and American Arts & Crafts periods in the late 1800s and early 1900s, and was described by Gustav Stickley, a prominent voice in the American Arts & Crafts movement, as “a house reduced to its simplest form which never fails to harmonize with its surroundings...”<sup>24</sup> Ideal values attributed to bungalows were described as simple, comfortable, nature’s materials/colors/forms, modest, crafted by artisans, integrated with the natural environment, affordable, and art in form and function.<sup>25</sup> The bungalow house form was particularly popular in the United States, especially along the West Coast in areas like Pasadena, California. Along with the Craftsman style that was applied to so many west-coast bungalows, the bungalow house form was sometimes called a “Craftsman bungalow,” a “California bungalow” and/or a “Pasadena bungalow.”<sup>26</sup>

### ***The Craftsman Style***

Applauding aesthetics of the simple life and the mantra “Back to Nature,” the Craftsman style enjoyed huge nation-wide popularity in America from 1900 to 1930. Natural materials were revered such as indigenous river rocks or field stones, all kinds of brick (especially textured and/or cobbled clinker brick), hand-split wood shingles, horizontal narrow-width wood clapboard siding, coarse to fine-textured stucco, double-hung and fixed-pane windows, decorative leaded-glass windows, burnished copper and brass, and hand-forged wrought iron.

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<sup>23</sup> Cigliano, Jan. *Bungalow: American Restoration Style*. Salt Lake City: Gibbs-Smith Publishers, 1998.

<sup>24</sup> Ibid.

<sup>25</sup> Ibid.

<sup>26</sup> Duchschere, Paul. *The Bungalow: America’s Arts & Crafts Home*. New York: Penguin Publishers, 1995.

In contrast to vertical house forms of the former Victorian Age, the Craftsman style emphasized horizontal prominence. Designers and architects plied their “tricks of the trade” in achieving this emphasis. Creative designs included the application of architectural forms and elements such as ground-hugging one- and one-half-story bungalow house forms, low-pitched roofs with lower cross-gables, widely overhanging eaves with exposed rafters, wide decorative bargeboards with tapered or cut-out ends, numerous horizontal bands and string/belt courses that separated siding treatments or the juncture between stories, horizontal rows of windows, partial or full-width covered front porches (sometimes called “outdoor living rooms”), solid porch walls, straight and tapered porch supports, sleeping porches (fresh air bedrooms), wide and plain exterior woodwork (sometimes tapered), and attached single-story *porte cocheres* (carports). These architectural details all worked together to accentuate the home’s “natural” materials and strong horizontal emphasis.

Within the interiors of Craftsman-style homes, the liberal use of natural woodwork hand-rubbed to a rich patina was paramount and included such woods as oak, ash, walnut, chestnut, tamarack, fir, cedar, mahogany, and smooth-grained gumwood (popular in the 1920s). Built-in furniture such as bench seats, bookcases, china cupboards, linen closets/drawers, beds and desks were made of natural unpainted wood with burnished finishes. The built-in furniture reinforced open floor plans that blended living, dining and reception areas, and reduced the need for furnishings. If furnishings were needed, answers could be found in mail-order house plan books and magazines, and in acclaimed American furniture-maker Gustav Stickley’s furniture and home design periodical, “*The Craftsman*,” published from 1901 through 1916. He advocated “simple blocky furniture with good proportions and solid construction” and “hoped that...furnishings would lead to simpler values and a happier life for the common man.”<sup>27</sup>

Architectural historians James C. Massey and Shirley Maxwell (*Old House Journal*) summarize that “the Craftsman house had to be perfectly suited to the use for which it was intended. The exterior design followed as a matter of course and was always simple, appropriate to its suburban or rural setting, and honest in its use of materials. The small amount of decoration that was used expressed structural consideration. Exposed rafter ends were almost a Craftsman trademark. Symmetry for symmetry’s sake was encouraged. Enormous stone or brick exterior chimneys suggested a broad hearth and a warm and happy family life within—very, very successful Craftsman!”<sup>28</sup>

#### ***The Zabel House and Its Craftsman Bungalow Features***

- 1927 Zabel House building date corresponds to 1900-1930 characteristic time period for the bungalow form and Craftsman style
- Asymmetrical exterior design
- Low-pitched gable-end roof with front-facing gables and lower cross-gables, dormers

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<sup>27</sup> Massey, James C. and Shirley Maxwell. “Arts & Crafts Houses.” *Old House Journal*. May/June 1990.

<sup>28</sup> Ibid.

**Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE**

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- Wide and deep bargeboards, sometimes decorative with pointed ends
- Widely overhanging eaves with exposed rafters and purlins that cast horizontal shadows on planar wall surfaces of house
- Front porches, full- or partial-widths covered with principal roof extensions or a lower front-facing gable roof
- Front porches can be deep and wide, called “outdoor living rooms”, sometimes integrated with pergolas, wood or concrete porch decks and steps
- Porch supports as thick posts or piers (usually brick or stone), tapered pillars and/or piers, usually made of brick and wood, sometimes stone and cobbled clinker brick
- Chimneys made of brick, stone, combination of brick and stone—large, tapered, stepped
- Cladding is wood, horizontal narrow-width clapboard and/or cedar wood shingles
- Exposed structure supports such as horizontal porch beams, post and beam joinery
- Horizontal window boxes made of usually painted wood
- Double-hung and fixed-pane windows with wood muntins/mullions, or decorative leaded-glass
- Wide, plain, painted exterior woodwork and window/door surrounds
- Stone or concrete foundations
- Open floor plans—reception, living, and dining areas all open
- Built-in furniture: bookcases, china cabinet/cupboard, linen closet/drawers
- Gumwood woodwork finished in a smooth, gleaming honey-colored patina, 4- to 6-inches deep
- Oak floors
- Breakfast room/nook
- Open multi-purpose room on second floor

As public records reveal, LeRoy & Dena Zable built their home at 3124 S. Manito Boulevard and five other homes along the street. As the Zabels were not recorded, listed, or licensed as professional building contractors, they may have erected the houses by hiring carpenters and builders in Spokane to build them from designs rendered by local house designers or from plans in house plan books and magazines. The house at 3132 S. Manito Boulevard was built by Spokane contractor Arne Strand as stated on a 1940 Spokane building permit (see list above).

In addition to plan book houses, LeRoy & Dena Zabel may have chosen to purchase “pre-cut” homes, and may have hired local carpenters, builders, and/or “day labor” to assemble and erect the pre-cut catalogue houses. The November-December 1990 edition of the *Old House Journal* explained that “pre-cut (or in the marketing lingo of the times, ‘ready-cut’) houses flourished from about 1900 to 1940. These were ready-to-build houses in kit form—complete to the last windowpane and can of paint—that were shipped by rail and truck to their new addresses. The pre-cut housing industry had a novel solution: cut the lumber in advance and cut out the middlemen. This way, there

**Spokane City/County Register of Historic Places Nomination**  
**ZABEL HOUSE**

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were no private architects, no lumberyards, no carpenters to deal with—and no unhappy surprises when the bills came in.”<sup>29</sup>

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<sup>29</sup> Massey James C. and Shirley Maxwell. “Pre-Cut Houses, Catalogue Homes.” *Old House Journal*. November-December 1990.

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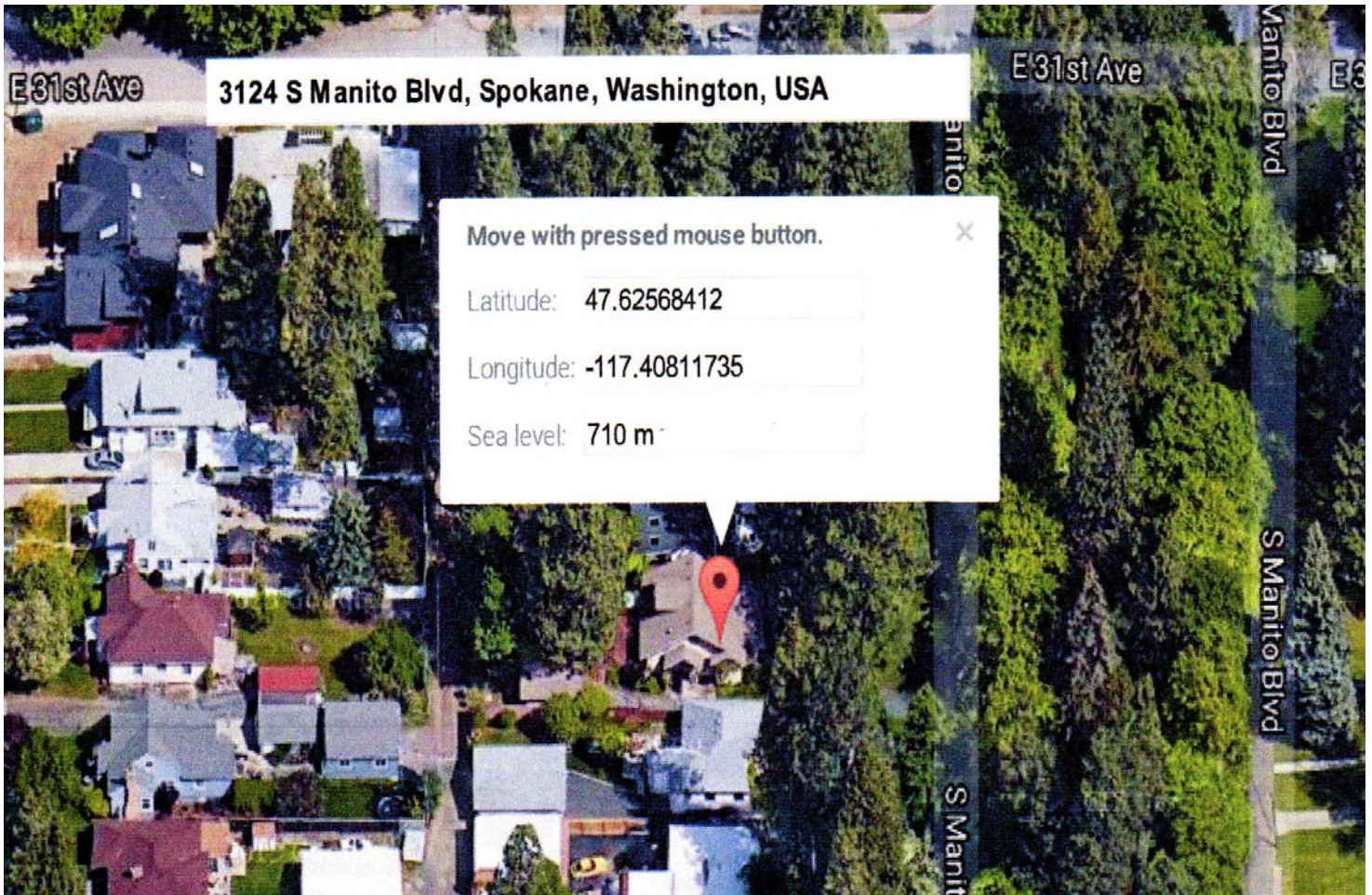
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- "Deaths: Zabel, Lee." *Spokesman-Review*, 14 Jan 1958
- Spokane Daily Chronicle*, 31 July 1903

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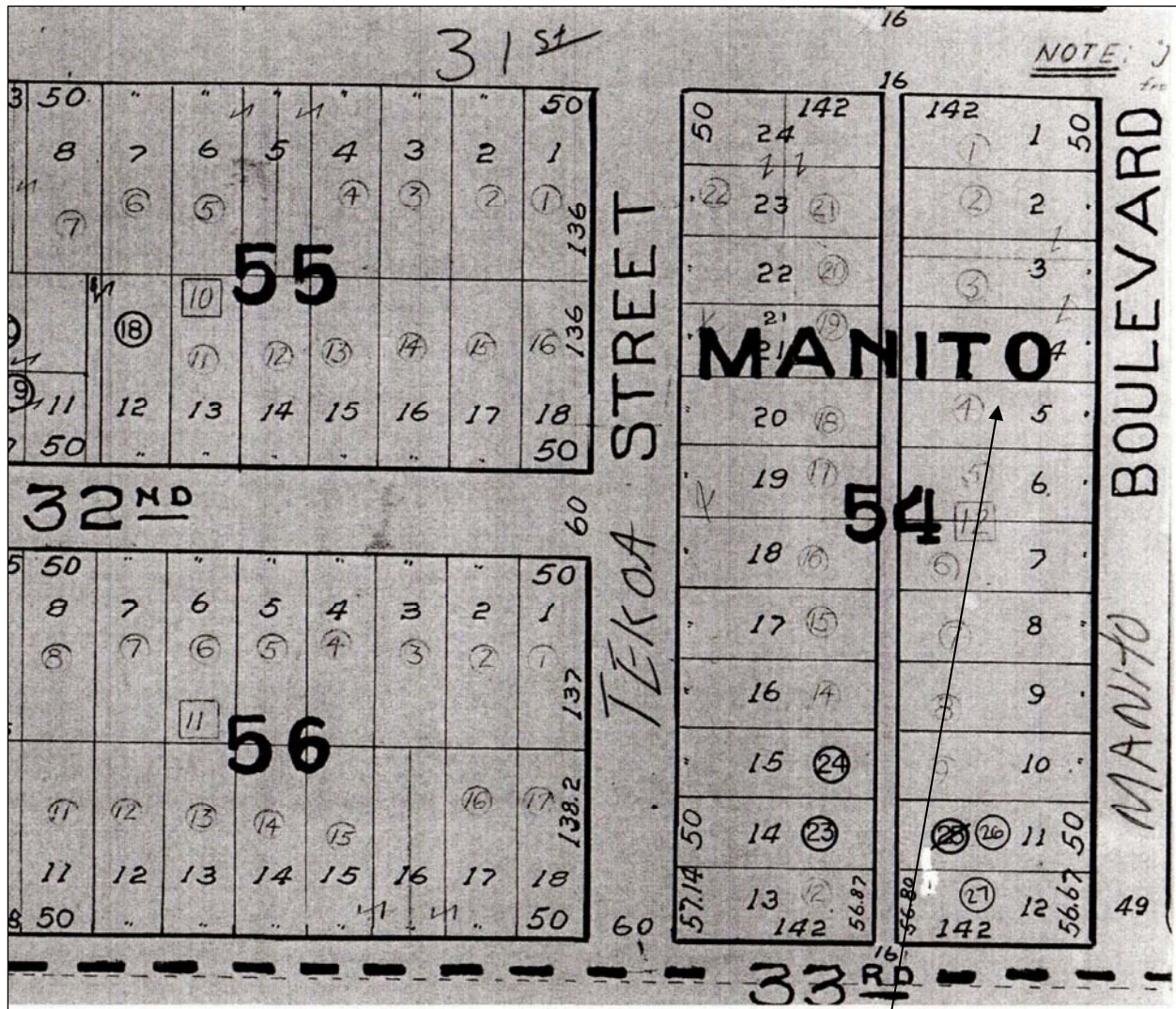
*2017 Aerial Photograph  
of  
S. 3124 Manito Boulevard  
Spokane, WA*

*Source: Google 2017*

North ↑



Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE



2017 Spokane County Plat Map

Manito Park Addition, Block 54, Lot 5  
S. 3124 Manito Boulevard

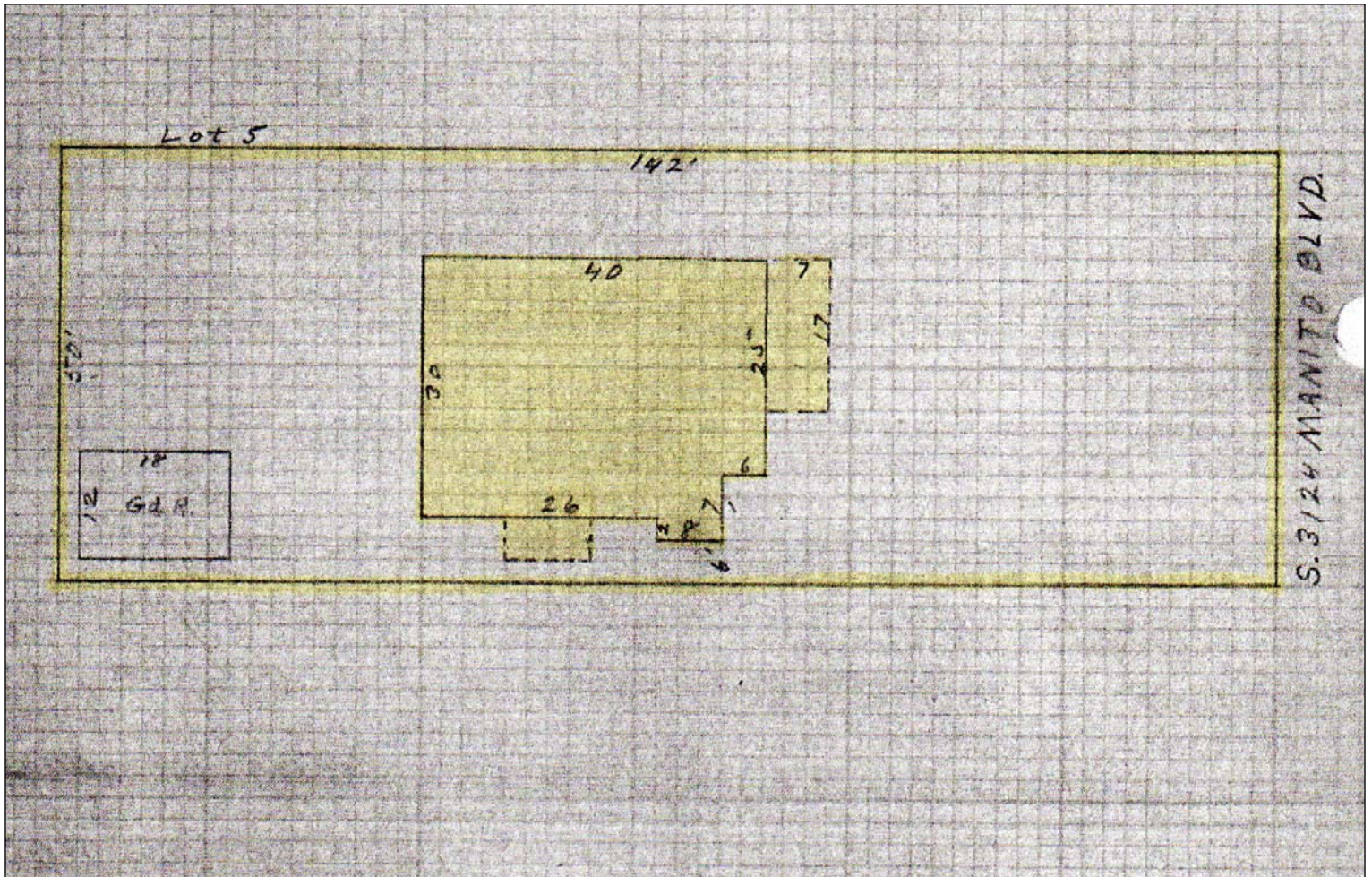
Source: Spokane County Tax Assessor Plat Maps





Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE

North



*2017 Site Plan*

*S. 3124 Manito Boulevard  
Spokane, WA*

*Source: Spokane County Tax Assessor 2017*

North ↑



Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE

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*1960 Photograph of East Facade*

*S. 3124 Manito Boulevard  
Spokane, WA*

*Source: Spokane County Tax Assessor 2017*

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*S. 3124 Manito Boulevard*

*East façade, looking west in 2017*



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*East façade front entry porch in 2017*

Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE

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*East façade front entry porch in 2017*



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*East façade front entry porch in 2017*

Spokane City/County Register of Historic Places Nomination  
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*South side view of front porch in 2017*



*South side of house with side entrance in 2017*



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*West rear of house in 2017, looking east*



*North face of house in 2017*



Spokane City/County Register of Historic Places Nomination  
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*Living room and fireplace in northeast corner of house in 2017, looking east*



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*Built-in bookcase west of fireplace in 2017 in living room*



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*Living room, looking north in 2017*



*Dining room, looking south in 2017 (opposite end of living room)*



*Built-in china cupboard in dining room, looking west in 2017*



Spokane City/County Register of Historic Places Nomination  
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*Kitchen in southeast corner of house, looking east in 2017*

Spokane City/County Register of Historic Places Nomination  
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*Photo taken from family room at west end of house, looking east into kitchen in 2017*

Spokane City/County Register of Historic Places Nomination  
ZABEL HOUSE

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*Master bedroom in 2017 on first floor*



Spokane City/County Register of Historic Places Nomination  
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*2<sup>nd</sup> bedroom on main floor in 2017*



Spokane City/County Register of Historic Places Nomination  
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*Main-floor bathroom in 2017*

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*2<sup>nd</sup> floor multi-purpose room in 2017, looking north and northeast*

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ZABEL HOUSE

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*2<sup>nd</sup> floor multi-purpose room in 2017, looking south and southeast*



Spokane City/County Register of Historic Places Nomination  
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*2<sup>nd</sup> floor bathroom in 2017*



*First-floor hall to bathroom and bedrooms from dining room*

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

12/18/2017

Date Rec'd

12/4/2017

Clerk's File #

OPR 2017-0865

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVALL 625-6543

Project #Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - CAMPBELL-JONES HOUSE - 1320 N SUMMIT BLVD

Agenda Wording

Recommendation to list the Campbell-Jones House, 1320 N Summit Boulevard, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Campbell-Jones House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study SessionDivision Director

MALLAHAN, JONATHAN

OtherFinance

CLINE, ANGELA

Distribution ListLegal

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

sbishop@spokanecity.org

Additional ApprovalsPurchasing

# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Campbell-Jones House – 1320 N Summit Boulevard

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Built in 1904; the **Campbell-Jones House** meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- The Campbell-Jones House is significant under categories B and C for the Spokane Register.
- The property is eligible for listing under Category B for its association with Johnston Campbell, an attorney and civic benefactor who was a founding member of the Spokane Merchants Association and later, a presidential appointee to the Interstate Commerce Commission in Washington, DC. Further, the house was owned from 1973-2013 by Darrell (Keith) and Kathryn Jones, long-time owners of the Donut Parade on N Hamilton Street.
- The property is also significant under Category C, architecture, as an excellent example of the Queen Anne Free Classic style on Summit Boulevard in the Sherwood Addition.
- The building's period of significance is from 1904-1914, identified by the construction date up to the time that the Campbell family sold the home.

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Campbell-Jones House retains most of its original exterior materials, workmanship, design and original location. The home has been recently restored on the exterior with careful detail to authenticity; with repair the preferred method of treatment and replacement of missing or damaged elements only done when all other possibilities were exhausted. The interior is still a work in progress, but retains most of the historic fabric.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

#### **RECOMMENDATION**

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The **Campbell-Jones House** qualifies for eligibility under Spokane Register Categories B & C. The Spokane Historic Landmarks Commission evaluated the property according to the appropriate criteria at a public hearing on 11/15/17 and recommends that the Campbell Jones House be listed on the Spokane Register of Historic Places.



After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

**LOT 20, BLOCK 1, RESURVEY AND EXTENSION OF BLOCK "1" SHERWOOD  
ADDITION, AS PER PLAT RECORDED IN VOLUME "D" OF PLATS, PAGE 31,  
RECORDS OF SPOKANE COUNTY; SITUATE IN THE CITY OF SPOKANE, COUNTY  
OF SPOKANE, STATE OF WASHINGTON**

Parcel Number 25141.0114, is governed by a Management Agreement between the City of Spokane and the Owner(s), Daniel and Annette Owen, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

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

Historic Preservation Officer



\_\_\_\_\_  
Dated: 11/29/17

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **15th** day of **November 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Daniel and Annette Owen** (hereinafter "Owner(s)"), the owner of the property located at **1320 North Summit Boulevard** commonly known as the **Campbell-Jones House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

  
Owner

  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

  
Megan M.K. Duvall

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

**ATTEST:**

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

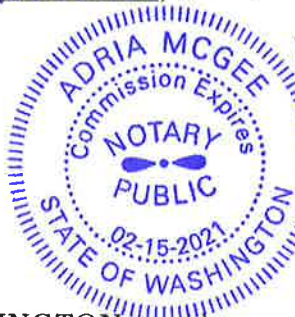
**Approved as to form:**

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

STATE OF Washington )  
 ) ss  
County of Spokane )

On this 15 day of November 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Daniel S. Owen and Annette R. Owen, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as their (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15 day of November 2017.



Adria McGee  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires February 15 2021

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Campbell-Jones House  
And/Or Common Name:

## 2. Location

Street & Number: 1320 N Summit Boulevard  
City, State, Zip Code: Spokane WA 99201  
Parcel Number: 25141.0114

## 3. Classification

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public <input type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure			<input type="checkbox"/> educational <input checked="" type="checkbox"/> residential
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment <input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other

## 4. Owner of Property

Name: Daniel and Annette Owen  
Street & Number: 1232 N Summit Boulevard  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: 208.640.1873/ annetterowen@yahoo.com

## 5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

## 6. Representation in Existing Surveys

Title: Enter previous survey name if applicable  
Date: Enter survey date if applicable ☐ Federal ☐ State ☐ County ☐ Local  
Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

- ☒ excellent
- ☐ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

### Check One

- ☐ unaltered
- ☒ altered

### Check One

- ☒ original site
- ☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☒ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: <1 acre  
Verbal Boundary Description: SHERWOOD RES & EXT B1 L20 B1  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Annette Owen  
Organization: homeowner  
Street, City, State, Zip Code: 1232 N Summit Boulevard, Spokane  
Telephone Number: 208.640.1873  
E-mail Address: annetterowen@yahoo.com  
Date Final Nomination Heard: November 15, 2017

## 12. Additional Documentation

*Additional documentation is found on one or more continuation sheets.*

13. Signature of Owner(s) \* Campbell-Jones House

Annette Owen

14. For Official Use Only:

Date nomination application filed: 10/15/17

Date of Landmarks Commission hearing: 11/15/17

Landmarks Commission decision:

Date of City Council/Board of County Commissioners' hearing:

City Council/Board of County Commissioners' decision:

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall  
City/County Historic Preservation Officer  
City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

11/15/17  
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



### ***SUMMARY DESCRIPTION OF PROPERTY***

#### ***Summary Statement***

Built in 1904, the Campbell-Jones House is an excellent example of a simple Free Classic Queen Anne style home. The two story Campbell-Jones House is located in the West Central Neighborhood on North Summit Boulevard in the Sherwood Addition. The home remains in its original location high on a bluff above the Spokane River. In the first decade of the 20<sup>th</sup> century, Summit Boulevard, which winds along the eastern bluff two hundred feet above the river, had become a prestigious residential boulevard for many of Spokane's prominent early day citizens. The Campbell-Jones House is remarkably intact, and an excellent example of building techniques, materials, and design as well as its association with the development of early Spokane and the properties located along the Spokane River.

The Campbell-Jones House is located on Lot 20, Block 1, Resurvey and Extension of Block "1," Sherwood Addition in West Central Spokane. The house faces the foothills to the west overlooking the Spokane River on Summit Blvd. The lot measures 50 feet wide by 159 feet deep. A circa 1905 single stall garage on the southeast corner of property line is shared with three different properties and owners (perhaps the only garage of its kind in Spokane).

Built for Johnston B. Campbell, an attorney, and his wife Martha S. Campbell, the house is a wood frame structure with a basalt and granite foundation and a steeply pitched front gable roof with a front and side porch. As with a typical Queen Anne, the exterior siding

materials vary from lap to shingle embellished with horizontal bands and decorative accent moldings and trim dividing the materials and corner boards.

Many of the homes in the neighborhood are well-cared-for single family residences, some of which are already on the Spokane Register of Historic Places such as the Glover House, the Thomas House, the Richardson House and the Blake-Ahlquist-Woolcott House. A large part of the neighborhood is comprised of small to medium-sized homes dating back to the late 1800's.

### **Present Condition and Appearance**

#### ***House Exterior***

The Campbell-Jones House is a two story 40' wide x 35' deep rectangular structure. The house sits on its original footprint with the primary façade facing Summit Boulevard to the west. Approaching the house, the main façade (west elevation) contains a first floor shallow hipped roof porch that extends the entire distance of the front of the house. Four squared, simple porch columns span the front of the porch on each corner and on either side of the front steps. The form of the house is a cross gable with a steeply pitched roof and a cutaway small semi-circular recessed balcony in the front facing gable end on the second floor with two one-over-one windows with leaded glass uppers. The front door is slightly off-center toward the north and is flanked by windows on each side. The front door has a single beveled glass upper light with one panel below. The front façade is recessed with a window to the left of the front door which is a one-over-one wood sash with a decorative leaded glass upper and a single pane lower sash. To the right of the front door is a larger central fixed window with a horizontally-oriented upper leaded glass pane flanked by two fixed side lights of decorative leaded glass.

The exterior walls of the house are clad in a horizontal, narrow-width, clapboard wood siding on the first level and cedar shingles on the upper level, a common pattern in a Queen Anne Free Classic style house. The roof is covered in composition shingles. The house retains the original windows and front door. Soffits are clad in tongue and groove wood paneling. The foundation is constructed of twenty-four inch basalt and granite stone placed in an irregular pattern.

#### ***South Elevation***

A brick chimney rises substantially above the roofline on the second floor and is located on the south elevation between two leaded glass windows. The cross gable on the south elevation is centrally placed with cornice returns and two one-over-one windows. An interesting feature of the south elevation is a curved dining room wall/window toward the rear of the house. The curved bay consists of two one-over-one windows with leaded glass uppers and single pane lower sashes that flank a raised, single pane fixed leaded window.

#### ***North Elevation***

The north elevation features a side porch that rests on piers and supports a projecting cross gable on the second floor. The porch has three simple columns on each corner and a

door leading to a landing on the interior between the first floor and the stairway to the second floor. The north elevation also includes two one-over-one windows – one on the westernmost side with a leaded glass upper and a single pane sash and the other directly to the east of the porch. The cross gable consist of four windows across the front with two one-over-one windows flanked by fixed windows with decorative upper lights and plate glass lower sashes. The east and west sides of the gable also contain casement windows made up of diamond shaped leaded glass. A small dormer is located between the cross gable and the gable end and appears to contain a fixed plate glass window.

### ***East Elevation***

The east or rear elevation consists of two one-over-one windows in the gable end on the second floor. There is a small projecting rear portion on the northeast side of the rear elevation with a door that faces south. The Sanborn maps show this as a rear porch which must have been enclosed at some point in the past. There are two windows on the first floor, a larger window contains a leaded glass upper and single pane lower; while a smaller window closest to the rear door is a one-over-one single paned sash.

### ***Garage***

The single-story garage does show up on the 1910 Sanborn Map as a shared garage between the Campbell-Jones House and the neighbors at 1314 N Summit. The garage is sited on the rear of the lot to the far eastern edge of the property and (unusually) spans the property line to the south to provide for a one car garage for the 1314 address. The car door opens on the north elevation of the garage. It has a gable front with shingles in the gable end and a wide cornice. It also appears that there is horizontal clapboard wood siding on the garage and one small central dormer with a window.

### ***Interior Description***

The interior of the Campbell-Jones house has a formal living room, dining room, kitchen, greeting/parlor room, and one half bath on the first floor totaling 1005 square feet. The second floor consists of a sitting room, three bedrooms, a guest bathroom and a master bathroom for a total of 800 square feet. The unfinished basement is 500 square feet.

The flooring on the main level is oak plank with the exception of fir plank floors in the kitchen. The second story flooring and staircase is fir plank. The flooring in the two bathrooms on the second story is ceramic tile. All of the woodwork is painted with the exception of the stained fir fireplace mantel in the living room. The windows are all original with the exception of the window in the half bath on the main floor and the guest bathroom on the second floor (replacement wood windows). All interior doors are original five-panel wood doors with original hardware.

At the front porch facing west is the original wood paneled, beveled glass front door with original hardware. The front door opens to a small vestibule. The vestibule opens to a greeting room/parlor (may have been a library originally) on the west and north walls. The greeting room is filled with light from two double hung leaded glass windows - one on the west wall and one on the north wall. From the greeting room, three steps rise to a

landing that leads to the north side porch. The staircase to the side porch and second story is visible from the greeting room. The L-shaped, enclosed staircase is paneled on one side with two columns, each sitting on a separate painted wood ledge ending at the ceiling. Also from the greeting/parlor room, entry can be made to the formal living room on the west and south wall, or the kitchen at the back of the house on the east wall. The formal living room entry is flanked by two columns, each sitting on a painted wood ledge that end at the woodwork casing above. The fireplace and hearth, on the south wall in the living room, are covered in smooth red brick and the mantel consists of stained fir with simple fir bracket supports. A set of three, stationary, beveled lead crystal windows illuminate the west wall of the living room. Two additional leaded glass windows flank the fireplace on the south wall. The living room opens up to the formal dining room on the east and south walls. The dining room features a curved south wall with one stationary leaded glass window in the center and two double hung leaded glass windows on each side. An additional stationary leaded glass window faces the backyard to the east. The kitchen can be entered on the east wall from the dining room or the greeting room. The kitchen has one double hung window and a door that leads to the back porch and backyard to the east. A hallway in the kitchen leads to a half bath on the east wall or the side porch on the north wall.

A fir staircase leads to the second floor L-shaped hallway. The master bedroom extends the full length of the west side of the house with walk-in closets at each end on the north and south walls. A set of double hung leaded glass windows on the west wall open to an exterior rooftop deck flaked with fluted columns and an arched alcove. The second floor sitting room, north wall, and master bathroom, east wall, can be entered from the master bedroom or the main hallway. The second floor sitting room has one casement-style leaded glass window on the west wall, one casement style leaded glass window on the east wall and a pair of double hung windows flaked with two single stationary windows-- each topped with leaded glass on the north wall. The guest bathroom on the east wall, and two additional bedrooms, one on the south wall and one on the east wall, each with a pair of double hung windows, complete the second story.

### ***The Queen Anne Free Classic Style***

The Queen Anne style dominated building trends and domestic architecture throughout the United States from 1880 to 1910. The style is characterized by an eclectic mix of architectural elements from previous traditional prototypes that are designed to produce random changes in the horizontal and vertical continuity of the exterior wall plane. This is accomplished through an irregular house plan and massing, and may include an asymmetrical façade with a single story front porch; dominant front-facing gable; and lower cross gables, a variety of window treatments, such as bay, oriel and cut-away windows; variety of colors; and textures found in shingles, siding and patterned masonry.

About thirty-five percent of the Queen Anne style is a subtype Free Classic. Free Classic houses use classical columns rather than delicate turned posts with spindle work detailing as porch supports. These columns may be either the full height of the porch or raised on the pedestal to the level of the porch railings; the railing normally



lack the delicate, turned balusters of the spindle work type of Queen Anne house. Porch support columns are commonly grouped together in units of two or three. Palladian windows, cornice-line dentils and other classic details are frequent. This subtype became common after 1890 and has much in common with some early (asymmetrical) colonial revival houses. (*A Field Guide To American Houses Architectural Historians Lee & Virginia McAlester*)

The Campbell-Jones house is an excellent representation of the Free Classic Queen Anne style home. These features are displayed in the homes steeply pitched roof, multiple cross gables, corner boards, bay window, single story full-width front porch, prominent façade gable, window crowns, beveled leaded glass windows, boxed eaves, narrow width horizontal wood clapboard siding and wood shingles.

The Campbell-Jones House displays many of the features associated with the Free Classic Queen Anne style. The identifying elements of the style related to the Campbell-Jones House include:

- Irregular plan and massing
- Full-width, single-story front porch
- Dominant front facing gable roof with lower cross gables and patterned wood shingles
- Exterior surfaces are interrupted with a multitude of designs and materials, wood shingles, narrow width horizontal wood clapboard siding
- Window and recessed arch under the gable
- Side porch supported by four square, fluted columns on pedestals
- Steeply pitched roof of irregular shape
- Boxed eaves
- Unusual curved bay in the dining room

**SECTION 8: STATEMENT OF SIGNIFICANCE**

- **Areas of Significance: Category C - Architecture, Category B - Association with people important to Spokane**
- **Period of Significance: 1904-1914**
- **Built Date: 1904**
- **Architect: unknown**
- **Builders: unknown**

Built in 1904, the Campbell-Jones house is an excellent example of the Free Classic Queen Anne style and meets Category C for listing on the Spokane Register under architecture. In addition, the Campbell-Jones house is remarkably intact - an excellent example of building techniques, materials, and design used in the architectural development of Spokane. The Campbell-Jones House also meets the criteria under Category B for its association with prominent Spokane businessman, benefactor and founding member of the Spokane Merchants Association, Johnston B. Campbell. While noted in the name "Campbell-Jones," the house was also the home of Keith and Kathryn Jones, long-time residents and owners of the locally known gathering place, the "Donut Parade" on North Hamilton. The Jones' owned the home from 1973 until 2013 (left off of the period of significance for the home due to the 50 year rule for significance).

The two-story Campbell-Jones House is located in the West Central Neighborhood on North Summit Boulevard in the Sherwood Addition. When Nettleton's Addition properties first went on the market in 1887, the Spokane Falls Review exclaimed breathlessly that "For beauty of situation the Nettleton Addition is certainly unsurpassed." The Review went on to describe views of the Spokane River, "...far below, the clear water seethes and tumbles as it winds its tortuous way," the surroundings, "...from every portion of it a beautiful view of the city and surrounding country can be obtained," concluding that Nettleton's Addition "... in many ways is superior to anything that has yet been offered." (*Spokane Historic Preservation Office website: Nettleton's Addition Historic District summary*)

**HISTORIC CONTEXT**

***Summit Boulevard in the Sherwood Addition***

"Before it was platted in 1889, the Sherwood Addition was a high wooded plateau at the top of a bluff which commanded spectacular views of the Spokane River and wooded hills. John Sherwood, for whom the addition is named, was a Harvard graduate who came to Spokane with an interest in mining and real estate speculation. He opened a real estate office with F. Rockwood Moore, William Pettet, and other noted businessmen, and helped organize the city's first electric light company. In 1888 he built the first cable system street railway which ran north and south along Monroe Street and west along Boone Avenue to the river. After 1891, Sherwood changed his railway system from cable power to electric power, and in his pursuit of public utilities, Sherwood helped organize the Washington Water Power Company for which he was named vice president."

(*Yeomans, Thomas House Spokane Register Nomination, 2006, Section 8 page 1*)

Sherwood purchased the acreage that comprises the Sherwood Addition and platted it for use as residential property in 1887. Three different landowners originally held the land now comprising the Summit Boulevard neighborhood. John Sherwood owned a large part of the southern portion. The Pettet Tract covered the north and the remainder, property platted by William and W.O. Nettleton in 1887, included part of Nettleton's Addition.

Summit Boulevard proved to be a highly desirable street and soon, large residences designed by leading architects of the time were cropping up for businessmen and socially prominent Spokane families along the boulevard. Sherwood Addition was improved with paved, tree-lined streets as well as sewer and water connections. A variety of architectural styles were built on Summit from Arts & Crafts to Tudors, Colonial Revival to Mission Revival and the Queen Anne Free Classic styling of the Campbell-Jones House. Architects employed to design these homes included W.W. Hyslop, Kirtland Cutter, Harold Whitehouse and William Ballard.

The land at 1320 N Summit Blvd. in the City of Spokane, State of Washington, was purchased by Martha S. Campbell from John A. and Charlotte S. Finch, husband and wife, April 29, 1904. Construction of the Campbell-Jones home began soon after.

***Category B: Property is associated with the lives of persons significant in the history of the city, county, state or nation***

***Johnston B. Campbell***

Original owners, Johnston B. Campbell and his wife Martha S. Campbell lived in the home from 1904 until 1914. Johnston Campbell was born August 5, 1868, the son of Hugh Campbell and Lucinda (Fee) Campbell of Stillwater, Minnesota. (1910 U.S. Federal Census Spokane County, U.S.) He married Martha (Shearer) Campbell of Hastings, Minnesota, on September 13, 1893. (Department of Health, Death Index 1907-1960) Johnston graduated from the University of Minnesota in 1890 with a law degree. He began practicing law at Duluth, Minnesota in 1890, moved to Moorhead, Minnesota in 1898 and finally to Spokane in 1903. According to the 1910 U.S. Federal Census, the Campbells were living at 1320 N Summit, they had no children, but did have a "boarder" named Leska McGaghlin.

Johnston Campbell was one of twenty-four men who founded the Spokane Merchants Association. In 1903, Spokane was still recovering from the devastating fire that consumed the heart of the city on August 4, 1889. There was a need for business and trade that would strengthen the economy of the city. December 12, 1903, thirteen men gathered in a small room of the Rookery Building - all were leaders of wholesale or other business firms. They developed an idea to form an organization where each member would agree to share with all creditors by means of assignment of the group to be formed. With the member's cooperation and their guiding principles, the organization, the Spokane Merchants Association, was incorporated on December 23, 1903. Twenty-four merchants formed the original group that grew to 130

participants by the 1950s. The association became a mighty force in the economy of Spokane and the Inland Empire. C.O. Bergan, who was connected with the organization for 38 years both as traffic manager and secretary-manager, said "It was organized at first as a Spokane group but it soon extended its operations to the entire Inland Empire and now has members throughout the area. Because of the "idea" the association has been recognized throughout the United States as unique and outstanding in its achievements and a landmark of the Inland Empire." The first president of the association was J. M. Comstock, one of the founders of the Crescent Store and Spokane Dry Goods Company. Johnston Campbell was the first Secretary of the Spokane Merchants Association. Johnston would serve for 18 years until 1921 at which time he was appointed to the Interstate Commerce Commission. (*Spokesman-Review – December 6, 1953*)

In addition, Johnston Campbell was the Attorney for the Spokane Merchants Association in freight rate litigation which extended over many years and was decided in favor of Spokane in 1918. He was a member of Spokane Jobbers Association, the Masonic Lodge, 32 Degree Mason, Shriners, Republican Party, First Presbyterian Church, the Spokane Club, Transportation Club, Spokane Amateur Athletic Club (SAAC), and Cosmos (Washington, D.C.). (*Who's Who, Spokane, WA, Spokane Public Library Northwest Room*)

Johnston Campbell, at 53, served alongside five members appointed by the President of the United States, Warren G. Harding, with the consent of the United States Senate to the Interstate Commerce Commission (ICC). The agency's original purpose was to regulate railroads (and later trucking) to ensure fair rates, to eliminate rate discrimination, and to regulate other aspects of common carriers, including interstate bus lines and telephone companies. Congress expanded ICC authority to regulate other modes of commerce beginning in 1906. The agency was abolished in 1995, and its remaining functions were transferred to the Surface Transportation Board. Mr. Campbell was most likely chosen for this appointment due to his extensive experience in Spokane. The Commission was authorized to investigate violations of the Interstate Commerce Act of 1887 and order the cessation of wrong doing. However, in its early years, ICC orders required an order by a federal court to become effective. The Commission was the first independent regulatory body (or so called Fourth Branch), as well as the first agency to regulate big business in the United States.

The ICC was established by the Interstate Commerce Act of 1887, which was signed into law by President Grover Cleveland. The creation of the commission was the result of widespread and longstanding anti-railroad agitation. Western farmers, specifically those of the Grange Movement, were the dominant force behind the unrest, but Westerners generally, especially those in rural areas, believed that the railroads possessed economic power that they systematically abused. A central issue was rate discrimination between similarly situated customers and communities.

The act applied to all railroads engaged in interstate commerce, even if they were located entirely within a single state, and it also applied to water carriers – riverboats, barges, ferries – owned or controlled by railroads. The Act states that rates charged by the

railroads had to be “just and reasonable,” but it did not set standards for reasonableness. Railroads were forbidden to give preference, advantage, special rates, or rebates to any person, company, location, city or type of traffic. There had been alleged attempts by railroads to obtain influence over city and state governments and widespread practice of granting free transportation in the form of yearly passes to opinion leaders (elected officials, newspaper editors, ministers, etc.). Railroads were not allowed to charge more for a short haul than a long haul under the same circumstances when the short haul was a segment of a longer haul. The act prohibited pooling, which, in a railroad’s case, was the sharing of revenue or freight. Railroads were required to publish rates and give advance notice of change. (*Wikipedia.Org/Interstate Commerce Commission & Institute of Public Utilities at Michigan State University May 31, 2007*)

During a news conference on January 3, 1930, at the State War and Navy Building, President Herbert Hoover made this statement. “I regret to say that Commissioner Johnston B. Campbell has resigned. He has been a distinguished public servant.” Johnston Campbell served nine years from 1921 until 1930. (*Herbert Hoover- The President’s News Conference January 3, 1930*)

Although Mr. Campbell lived in Washington D.C. during this time, at age 62, he did return to Spokane, Washington to retire. He passed away at age 85 on November 5, 1953 at his home at 1031 W 13<sup>th</sup> Avenue. He was survived by his wife, Martha, and several nieces and nephews. (*Spokesman Review Obituary, 11/6/53*)

+++++

### ***Keith and Kathryn Jones***

On February 15, 1973, Keith D. (Darrell) Jones and Kathryn M. Jones, husband and wife, purchased the house at 1320 N Summit Blvd. for themselves and their four children, Susan, Bill, Katy and Tracy. The house was purchased from Karla Rock, a widow, in the amount of \$16,000.

Keith Darrell Jones was born July 23, 1928, in Mooresville, North Carolina, to William and Bertha Jones. He was the first born of their five children. Mr. Jones grew up in the depression-era south. A challenge for his family, the experience forged Mr. Jones and his siblings into tough, successful people. He joined the U.S. Army, 11<sup>th</sup> Airborne Division and was part of the U.S. occupation force in Japan. Soon after leaving the Army in 1947, he moved from the south to Washington State. His varied career path took him to the Okanogan orchards, Boeing in Seattle, U.S. Postal Service, and last, the donut business.

In 1956 he married Kathryn McAllister (Jones) in Spokane, WA. Kathryn was born May 25, 1934, in Midvale, Utah daughter to Vivian Atkin McAllister, born September 24, 1910, in Knab, Utah and Grace McAllister (Chatwin) born January 30, 1911, in Spanish Fork, Utah.

In October, 1968, after a few years in California, Darrell and Kathryn decided to move back to Spokane and open a new business called the “Donut Parade” located at 2152 N Hamilton Street. For over forty years Darrell and Kathryn worked side by side and provided Spokane with fresh donuts and a “gathering place” that left its mark on thousands of people. Their children remember, “their Mom ran the front of the shop and their Dad ran the kitchen. Sometimes when Darrell got bossy, Kathryn would walk back and calmly say, “Darrell stay in your half of the damn shop”. He loved his customers and never forgot a name. His most treasured memories were all the people he called friends that the Donut Parade lost over the years.” (*Spokesman Review Obituary*, 9/6/2015)

Darrell passed away August 31, 2015 at the age of 87. Darrell is survived by his wife and business partner of 59 years, Kathryn Jones. Kathryn was very involved in the Logan Neighborhood. She was a member of the first steering committee formed in the Logan Neighborhood in the mid-1970’s. She was the secretary at St. Paul Lutheran Church on Hamilton. (*Spokesman Review Obituary*, 9/6/2015 & *personal interview with son Bill Jones*)

### ***Category C: Architectural Significance***

Architecturally significant, the Campbell-Jones House is nominated for listing on the Spokane Register of Historic Places under Category C. To be eligible for listing under Category C, a “property must meet at least one of the following requirements:”

- Embody distinctive characteristics of a type, period or method of construction
- Represent the work of a master
- Possess high artistic value

Possessing high artistic value and identifying features of the style, the Campbell-Jones House is a fine example of the Queen Anne tradition with influence from the style’s Free Classic subtype. Although the name of an architect or builder has not been found, it would seem by the type and artistic style of the house that it may have been architect-designed.

### ***Queen Anne Style***

The Queen Anne style was popular in America from about 1880 to 1910. Technologically advanced construction methods at the time allowed for increased freedom in the use of architectural designs and elements. Irregular footprints for homes were common as well as bay and box windows, oriel, towers and turrets, and wall insets and projections which were all designed to provide random changes in the horizontal continuity of exterior wall planes. Differing wall textures, such as clapboard and shingles, were popular treatments and are evident at the Campbell-Jones House. Other decorative Queen Anne-style details on the home that serve to interrupt exterior planar wall surfaces include the use of corner boards and horizontal bands found in corbelled cornices, cornice returns, the recessed archway on the second floor in the gable end and a stringcourse that separates the first floor from the second floor.

The Campbell-Jones House is a fine representation of the Queen Anne Free Classic style and was artistically designed with distinctive elements of the period as well as maintaining a high degree of integrity in design, materials, workmanship, original location and association as a single-family home built during the first decade of the 20<sup>th</sup> century in Spokane. Architecturally significant, the Campbell-Jones House is nominated to the Spokane Register of Historic Places under Category C and Category B for its association with Johnston B. Campbell, a prominent attorney and civic booster who rose to national significance through his involvement with the Interstate Commerce Commission.

### **Ownership History**

April 29, 1904 Warranty Deed	John A. Finch and Charlotte S. Finch (wife) sold lot to Martha S. Campbell Purchase price for lot: \$1000.00
July 19, 2004 Quit-Claim Deed	John A. Finch to Martha S. Campbell
January 27, 2014 Mortgage	J.B. Campbell A. Stark Oliver and Mira S. Oliver (wife)
May 15, 1922 Warranty Deed \$5500.00	A. Stark Oliver and Mira S. Oliver (wife) Caroline M. Riker, a spinster and Cecil A. Parks, a spinster
February 7, 1929 Quit Claim Deed	Cecil A. Park Caroline M. Riker (Passed away November 29, 1955)
June 27, 1956 Warranty Deed	Great Western Savings and Loan Andrew W. Fulton and Wyonia E. Fulton (wife)
August 1, 1958 Quit Claim Deed	Andrew Fulton Wyonia E. Fulton
June 12, 1959 Warranty Deed	Wyonia E. Fulton Wayne C. Strayer and Arvesta J. Strayer
May 16, 1966 Warranty Deed	Wayne C. Strayer and Arvesta J. Strayer Glen A. Rudolph and Margaret C. Rudolph (wife)
July 8, 1970 Warranty Deed	Glen A. Rudolph and Margaret C. Rudolph Alfred J. Swanson and Dolores Swanson (wife)



April 2, 1971 Warranty Deed	Alfred J. Swanson and Dolores Swanson Karla R. Rock (widow)
February 15, 1973 Sale Agreement \$16,000.00	Karla R. Rock (widow) Keith D. Jones and Kathryn Jones (wife)
February 15, 1973 Warranty Deed	Karla R. Rock (widow) Keith D. Jones and Kathryn M. Jones (wife)
December 30, 2013 Warranty Deed	Keith D. Jones and Kathryn M. Jones (wife) Daniel S. Owen and Annette R. Owen (wife)

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Spokane Public Library vertical files.

Spokane Public Library, Northwest Room.

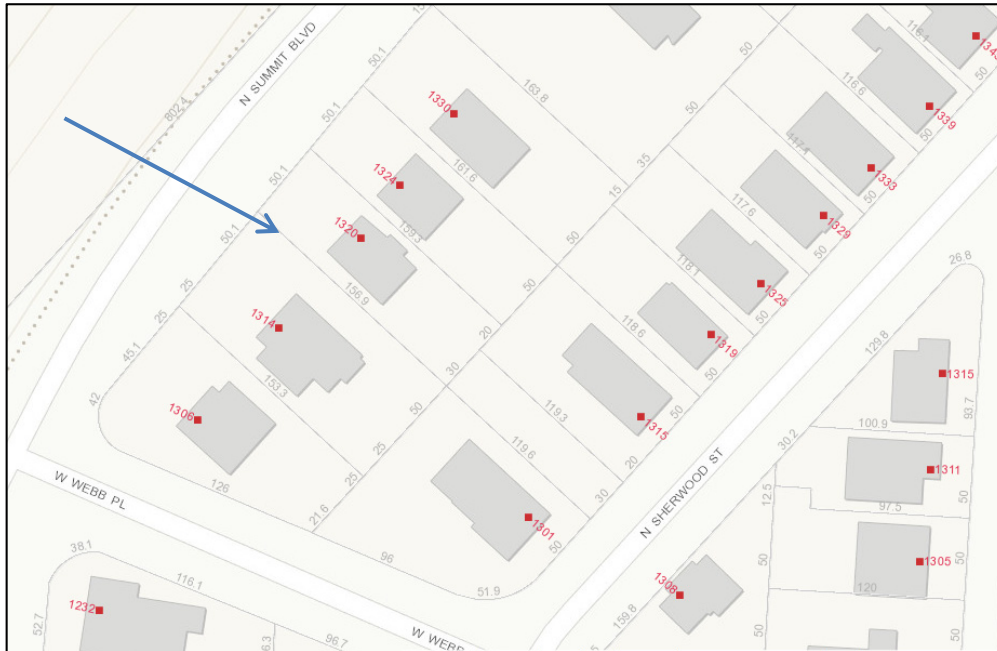
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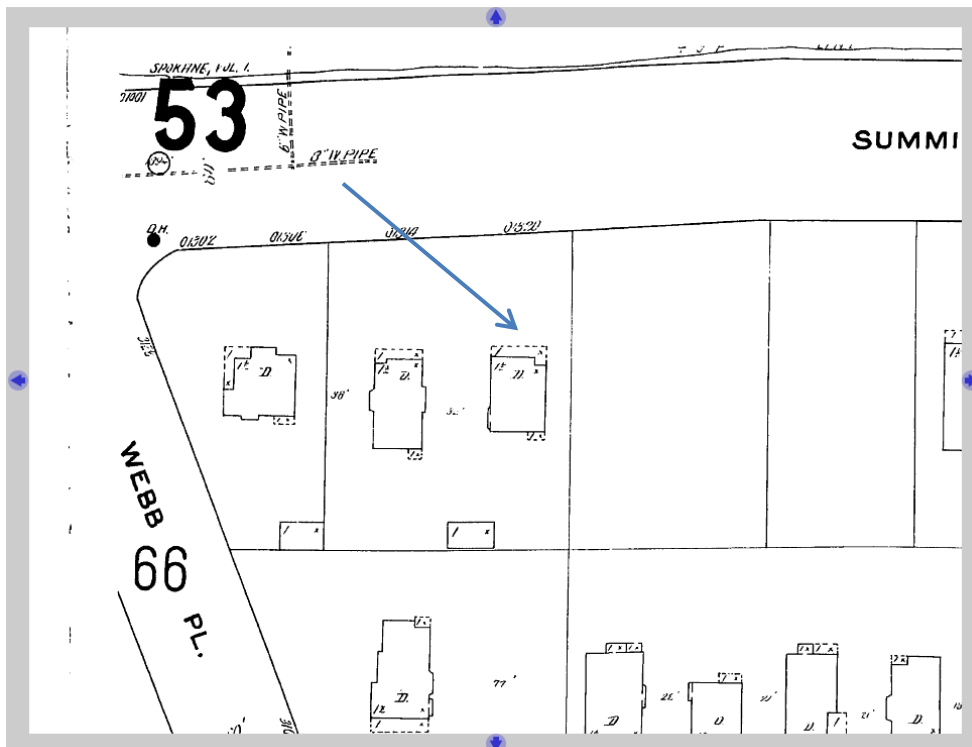
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Map of 1320 N. Summit Boulevard



Sanborn Map, Spokane, 1910 – shows a porch on the rear that must have been enclosed at some point



Front (west) elevation



Side porch, north elevation







Side porch, north elevation

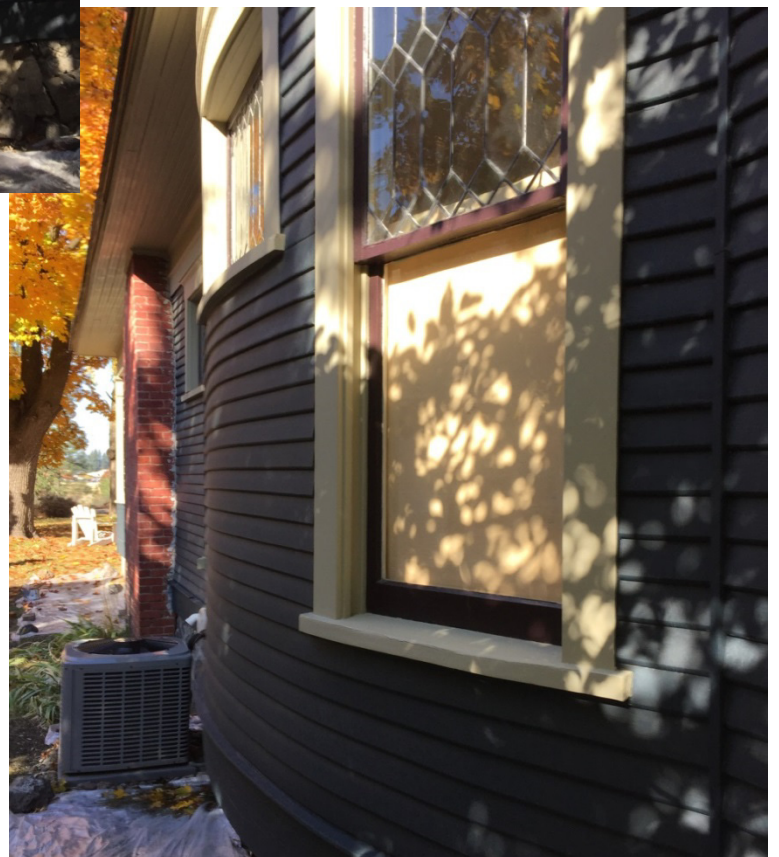


Front porch, west elevation

North elevation showing dormer and cross gable







Above: South elevation, detail of curved bay projection

Right, upper: South elevation

Right, lower: South elevation, further detail of curved bay





Rear, or east elevation







Historic-era garage – ca. 1904







Living room, above and detail of fireplace, below





View from the library/parlor into the living room (north looking south)



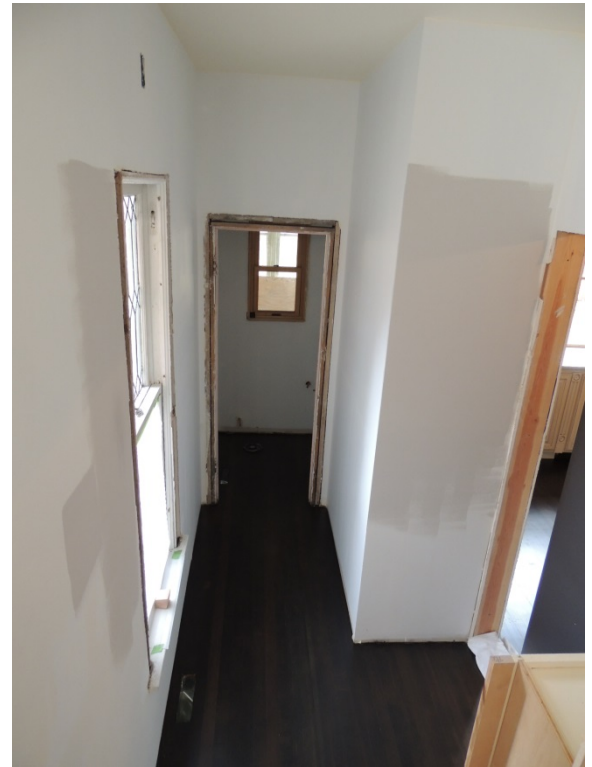
Details of the columns, steps and in the distance, the kitchen from the library/parlor





Dining room, view to the south showing curved wall detail





Kitchen at the east or rear of the 1st floor







Left: View of the stairs from the landing

Above and lower: Master bedroom on the west side of the 2<sup>nd</sup> floor – recessed alcove outside of windows on the front of the house





Above, left: Interior of projection above north elevation side porch

Above, right: Master bedroom closet

Above: 2<sup>nd</sup> floor bathroom

Right: 2<sup>nd</sup> floor bathroom







2<sup>nd</sup> floor bedrooms, baluster and closet



**DEATHS 12**

**CAMPBELL, Johnston B.**—Passed away Nov. 5 at his home, W1031 13th. Husband of Martha Campbell at the home. Several nieces and nephews. He was a member of the First Presbyterian church, Masonic lodge, Shrine and Transportation club. He was a retired attorney and had lived in Spokane 50 years. Funeral arrangements will be announced later by the HAZEN & JAEGER FUNERAL HOME, N1306 Monroe st.

*Spokane Daily Chronicle, November 6, 1953*

**SPOKANE DAILY CHRONICLE Sat., Nov. 7, 1953.**

**RETIRED LAWYER  
TAKEN BY DEATH**

(See other obituaries, page 8.)

Funeral services for Johnston B. Campbell, widely known retired Spokane attorney and former chairman of the Interstate commerce commission, will be Monday at 2 p. m. at Hazen & Jaeger's.

The Rev. Evert Topp will officiate, assisted by the Rose Croix. Cremation will follow.

*Spokane Daily Chronicle, November 7, 1953*



An early day photo of Johnston B. Campbell shows the first secretary at his desk.



J. M. Comstock was the first president.



L. H. Macomber, left, and J. D. Meikle were instrumental in organizing group.

## Merchants Association Helped Rebuild Spokane

### FIFTY YEARS GROWING WITH CITY

By Jack Evans

**I**T WAS cold in Spokane on Sunday, December 13, 1903. There weren't many persons parading on wooden sidewalks or looking in windows of the comparatively few stores that lined Riverside.

Spokane still was fighting its way back from the consuming fire that ate through the heart of the city on August 4, 1889. There was the need for business, trade with outside areas—anything to strengthen the economy of a gallant city, striving to survive.

Thirteen men gathered in a small room of the Rookery building—all were leaders of wholesale or other business firms. They wanted to test an idea.

The 13 men realized that credits had been freely given, and as failures of customers were numerous, losses were heavy. Something had to be done—not only to assist shaky business firms, but to get Spokane's economy on a strong basis.

The idea? Why not form an organization where each member would agree to share with all creditors by means of an assignment to the group to be formed?

From that meeting came the Spokane Merchants' association, now observing its 50th anniversary.

With cooperation its guiding principle, the organization was incorporated on December 23, 1903. Twenty-four merchants formed the original group that now has grown until today there are 130 participants.

Incorporators were the Spokane Dry Goods company; Powers, Roberts and Finley; Holly, Mason Marks & Co.; Griffith Heating and Plumbing Supply company; Jones and Dillingham; Centennial Mills company; the Spokane Flour Mills; the Portland Flouring Mills company; M. Sells & Co., Inc.; B. K. Gordon & Co.; John W. Graham & Co.; Spokane Machinery and Supply company; Mitchell, Lewis and Staver company; Gray, Ewing & Co.; Inland Cracker company; G. Weiss & Co.; Barnard Manufacturing company; Child Brothers and Day; J. B. Campbell; Washington Grain and Milling company and Boothe-McClintock company.

The association has grown to be a mighty force in the economy of Spokane and the Inland Empire.

C. O. Bergan, who had been connected with the organization for 38 years

—both as traffic manager and secretary—said:

"It was organized at first as a Spokane group, but it soon extended its operations to the entire Inland Empire and now has members throughout the area."

"Because of the 'idea' the association has been recognized throughout the United States as unique and outstanding in its achievement and a landmark of the Inland Empire."

The purpose of the association is many fold. First, it considers all subjects pertaining to the interests of its members.

It also proposes to resist all inequitable or fraudulent settlements; to collect and exchange trade or credit standing information; to bring about joint action in dealing with embarrassed or insolvent debtors, and to effect efficient, economical and expeditious administration of insolvent estates.

The organization also proposes to resist and/or effect removal of discriminations in rates or practices of all transportation companies prejudicial in effect to any or all of the association members.

That last point brought the association into the battle against repeal or revision of the long and short haul clause of the interstate commerce commission. Known as section 4 of the act, the clause prohibits carriers from charging more for the short haul from

the east to intermediate points like Spokane than for the longer haul to the coast.

The association is affiliated with the National Association of Credit Men. In 1905 the association—in order to carry out its objectives with the national group—installed the national interchange credit system.

The interchange system affords the exchange of actual ledger information between association members and with members of other national association affiliates, and enables an extension of credit to those deserving and to prevent abuses of the credit system.

In 1909 the traffic department was organized. Because of its geographical location, Spokane was surrounded by competitive sources.

The then prevailing rate structures were such as to restrict trade areas of Spokane wholesalers and manufacturers. The association started and won its fight for more equalization rate structures for Spokane.

These accomplishments established a firm economic foundation that was in later years to bring business of all types to Spokane.

The association now has besides the credit interchange and traffic departments an adjustment and collection unit.

The adjustment group handles a number of functions. One is the rehabilitation of involved debtors. The

association has been the means of saving a number of businesses from bankruptcy—with no loss to creditors.

The association has grown because of the interest and capabilities of everyone connected with the organization.

For 23 years—once a year—members chartered trains and traveled into the Spokane trade areas—heading in all directions.

Excursions were run from 1904 until 1929—aimed at interesting potential customers in Spokane as the economic center of the Inland Empire.

The advent of the automobile and good roads lessened the necessity for these tours. People began coming into Spokane on their own and giving the city the badly needed trade.

The first president was J. M. Comstock, one of the founders of the Crescent store and the Spokane Dry Goods company. Johnston B. Campbell was the first secretary. He served until 1921 when he was appointed to the interstate commerce commission.

W. L. Ignatius now is secretary-manager, and C. E. Pederson is traffic manager.

L. T. Sherkey is president.

Past presidents and their tenure are: Comstock, 1903-1906; A. W. Doland, 1907-1910; R. C. Dillingham, 1911-1913; T. S. Griffith, 1914-1915; R. O. McClintock, 1916-1917; Roy R. Gill, 1918-1919; R. B. Paterson, 1920-1921; B. L. Gordon, 1922; F. E. Krause, 1923; F. N. Martin, 1924; John W. Graham, 1925; A. L. Hawes, 1926; J. W. Rigsoy, 1927; C. G. Gamble, 1928; W. L. Gray, 1929; G. O. Rogers, 1930; W. D. Vincent, 1931; E. H. Schmedel, 1932; Lee S. Libby, 1933; Scott Jensen, 1934; C. W. Manley, 1935; E. I. Braden, 1936-1937; R. A. Goodhue, 1938; H. L. Jones, 1939; G. O. Rogers, 1940; E. H. Hughes, 1941-1942; E. D. Thompson, 1943; Irving T. Atwater, 1944; C. C. Pence, 1945; A. B. Chase, 1946; R. G. Fulton, 1947; Karl E. Bumgarner, 1948; T. H. Barker, 1949-1950; L. E. Morris, 1951, and W. A. Coon, 1952.

It may be truly said that the Spokane Merchants' association is a heritage to be valued and preserved by the present generation of business men.

The association was organized as a watchdog over the economy of Spokane and the Inland Empire. It still is in there watching and seeing to it that Spokane gets its fair share of trade and equalization of all facts pertaining to rate structures.



Typical early day scene looking east on Riverside avenue.

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

12/18/2017

Date Rec'd	12/6/2017
Clerk's File #	OPR 2017-0866
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	2012119
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18719
Agenda Item Name	5900 - WSU REAL ESTATE RIGHT OF WAY DEDICATION AGREEMENT		

**Agenda Wording**

Right-of-Way Dedication Deed and Front Avenue License agreements with Washington State University (WSU), providing right-of-way necessary for the construction of the U-District Pedestrian Bridge. The City will pay WSU an amount not to exceed \$185,000.00. (Riverside Neighborhood Council)

**Summary (Background)**

As part of the property acquisition process related to the construction of the U-District Pedestrian Bridge, the City of Spokane required property from Washington State University. This property was needed to provide the space required to locate the north end of the bridge and also provided sufficient area to transition from the bridge to the existing ground elevation while meeting ADA requirements. Washington State University agreed to provide the property needed for the project with the understanding that the City would offset lost parking spaces by granting a license for the use of Front Avenue east of East Spokane Falls Boulevard with permission to install public parking kiosks.

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

Expense	\$ 185,000.00	# 3200 95023 95200 56102 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	PIES 11/27/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Engineering Admin	
<u>Additional Approvals</u>		dsteele@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	
		publicworksaccounting@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER  
Public Infrastructure Environment & Sustainability  
Committee  
Asset Management Group  
November 27, 2017

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Subject:

Right of Way Dedication and Front Avenue License agreements with Washington State University, providing right of way necessary for the construction of the U-District Pedestrian Bridge.

Background:

As part of the property acquisition process related to the construction of the U-District Pedestrian Bridge, the City of Spokane required property from Washington State University. This property was needed to provide the space required to locate the north end of the bridge and also provided sufficient area to transition from the bridge to the existing ground elevation while meeting ADA requirements. Washington State University agreed to provide the property needed for the project with the understanding that the City would offset lost parking spaces by granting a license for the use of Front Avenue east of East Spokane Falls Boulevard with permission to install public parking kiosks.

As described in the agreement, WSU has agreed to maintain 24/7 public access to this portion of Front Avenue for patrons of the adjoining business and visitors of the unimproved river overlook. WSU has also accepted responsibility for plowing, minor maintenance of the pavement, striping, and signage of this portion of Front Avenue. Per WSU's proposed signage plan, the lot will be open to public users at all hours by paying at the public kiosks.

These two agreements complete the exchange of property. The Right of Way Dedication agreement provides the right of way needed for the pedestrian bridge and the Front Avenue License provides the parking eliminated by the construction of the bridge.

Impact:

While Washington State University provided the City of Spokane with "Use and Possession" of the property needed to begin construction of the pedestrian bridge, these agreements complete the last of the property acquisitions related to the construction of the bridge.

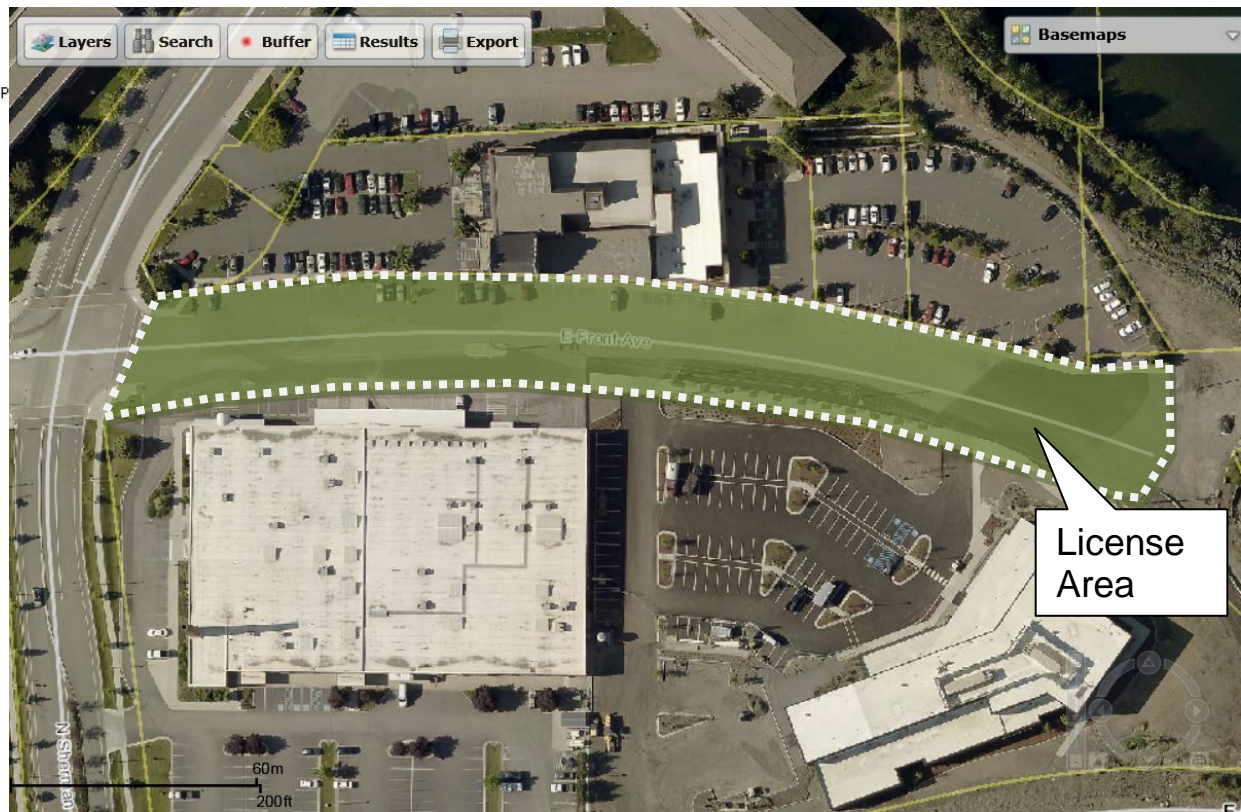
Action:



WSU PROPERTY NEEDED FOR BRIDGE LANDING (APPROX. 62,500 s.f.)



FRONT AVENUE LICENSE AREA (APPROX. 52,500 s.f.)



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

Project #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Parcel #: \_\_\_\_\_

City Clerk No. \_\_\_\_\_  
WSU Contract # /REID # \_\_\_\_\_/\_\_\_\_\_

## REAL ESTATE RIGHT OF WAY DEDICATION AGREEMENT

This Real Estate Right-of-Way Dedication Agreement ("Agreement"), is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation (the "City") and **WASHINGTON STATE UNIVERSITY** ("WSU"), (jointly referred to as the "Parties or individually as "Party".)

**Whereas**, the City and WSU have a mutual interest in facilitating the completion of the University District Pedestrian/Bike Bridge (the "Project") which will significantly benefit WSU by linking its campus to areas south of the BNSF railroad tracks, improving access, housing, entertainment, and overnight accommodation opportunities for WSU employees, students, and visitors; and

**Whereas**, WSU is willing to transfer and convey a public road right-of-way over, under, upon and across certain property to the City in exchange for (i) the City's commitment to design and build the Project, (ii) an agreement whereby the City shall grant WSU long-term rights to operate and maintain parking on those portions of Front Avenue lying generally between Sherman Street and the Spokane River, as is more particularly provided in that certain Front Avenue Parking Agreement between the Parties, attached as Exhibit 2 hereto ("Front Avenue Parking Agreement"), (iii) the City's payment to WSU of one hundred eighty-five thousand dollars and no cents (\$185,000.00), and (iv) the City granting WSU a deferment of any required streetscape improvements along Front Avenue that are related to the WSU Teaching Health Clinic project for a term that coincides with the above long-term and exclusive rights agreement; and

Whereas, the Parties entered into a Possession and Use Agreement dated November 21, 2016, and mutually executed on December 12, 2016, (hereinafter Possession and Use Agreement) that gave the City possession and use of the Property for the purpose of constructing the Project pending finalization of this Agreement; and

Whereas, the Project is currently being constructed on the Property.

**NOW, THEREFORE**, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEDICATION OF PROPERTY.** For the purpose of constructing, using, improving and maintaining the Project, and for all lawful right-of-way purposes, surface and subsurface related to the Project, including but not limited to any public uses incidental thereto, including by way of example installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way from time to



time, now or in the future, but only if such use of the right of way is necessary for the Project (the "Permitted Use"), If at any time in the future the City discontinues its use of the Property for the Permitted Use, the City shall forthwith vacate its right-of-way and return the Property to Washington State University, or its successor(s), by deed and without payments, and the City shall restore the Property to the same condition in which it was received. WSU agrees to dedicate and convey right-of-way to the City, and the City agrees to acquire from WSU, public right-of-way on, over, under, upon and across the real property located in the City of Spokane, Spokane County, Washington, which is portrayed in Exhibit 1 and legally described as:

[insert legal]

(hereinafter the "Property").

**2. CONSIDERATION.** The City plans to construct the Project on the Property. The Parties agree that the mutual benefits arising out of this Agreement, including the benefits to WSU resulting from the City's promise to construct the Project as further enumerated in Section 9 herein, the grant by the City to WSU of rights for twenty-five (25) years to operate and maintain parking on those portions of Front Avenue as described more particularly in the Front Avenue Parking Agreement, the grant by the City to WSU of a deferment of any required streetscape improvements along Front Avenue that are related to the WSU Teaching Health Clinic project for a term that coincides with the term of the Front Avenue Parking Agreement, the payment by the City to WSU of one hundred eighty-five thousand dollars and no cents (\$185,000.00), and the City's promise to extend the designated bicycle facilities from the bridge landing to the Martin Luther King Jr. Way bicycle lane, constitute fair and adequate consideration for WSU's dedication of a public right-of-way on the Property to the City.

**3. CONDITION OF PROPERTY.** The City accepts the Property in an "as is" condition, with all physical defects.

**4. REPRESENTATIONS OF WSU.** WSU hereby represents to the City the following:

A. To the best of WSU's knowledge there are no pending special assessments or condemnation actions with respect to the Property or any part thereof, and;

B. There is no pending litigation or suit threatened or asserted which could result in a lis pendens being lawfully filed against the Property, and;

C. WSU will cooperate with the City and execute all documents necessary to remove or release liens, assessments, encumbrances, mortgages, or deeds of trust in order to clear title to the Property; and

D. WSU has good and marketable title in fee simple to the Property, which is not subject to any liens, encumbrances, restrictions, or easements of any kind except those which have been disclosed on the Commitment for Title Insurance received by the City; and

E. To the best of WSU's knowledge and belief, neither the execution of this Agreement, nor the performance of any of the terms or provisions hereof, violates, or shall violate, or conflicts with any material aspect, or constitutes a default under, any existing contract, document, understanding, agreement, or instrument to which WSU is a party, or by which WSU may be bound.

5. **CLOSING**. The closing date shall be less than 60 days following the Effective Date of this Agreement, at First American Title, 40 E. Trent Avenue, Spokane, Washington, 456-0550, unless another date or time is agreed to by the Parties. WSU shall be responsible and entitled to have all closing documents reviewed by its own counsel or agent prior to closing. The risk of loss to the improvements, if any, on the Property prior to the Possession and Use Agreement shall be WSU's, and after the date of the Possession and Use Agreement the risk of loss to the improvements, if any, shall be the City's..

6. **WSU'S CLOSING DOCUMENTS**. At the closing, WSU shall produce or execute:

A. a Right-of-Way Dedication Deed (the "Deed"), in substantial form and content as set forth in Exhibit 3 hereto, duly executed and acknowledged in a recordable form, conveying to the City a right-of-way to use the Property for the purpose of constructing, using, improving, and maintaining the Project free and clear of all liens, assessments, deeds of trust, mortgages, or encumbrances except those expressly agreed to by the City; and

B. a detailed statement, prepared by the escrow officer and/or the closing attorney, setting forth the appropriate adjustments and prorations to be made at the closing; and

C. all other documentation reasonably required by the City.

7. **EXPENSES**.

A. **Expenses of WSU**. WSU shall pay:

(i) real estate taxes prorated to the date of the Possession and Use Agreement, if any; and

(ii) all assessments, liens, mortgages, deeds of trust or other encumbrances (i.e., real estate excise tax); and

(iii) WSU's attorneys' fees; and

(iv) all other administrative expenses incurred by WSU which relate to the Property.

B. **Expenses of City**. The City shall pay:

(i) all recording fees; and

- (ii) the City's attorneys' fees; and
- (iii) real estate taxes due after the date of the Possession and Use Agreement, if any; and
- (iv) title insurance premiums; and
- (v) any reconveyance fees.

8. **POSSESSION.** WSU delivered possession of the right-of-way to the City on December 12, 2016, pursuant to the Possession and Use Agreement.

9. **COVENANTS.** The following covenants shall survive closing and shall not merge into the Deed:

A. **City Covenants.** The City covenants and agrees as follows:

(1) **Covenant to complete the Project.** The City shall diligently pursue and secure funding for all permits, clearances, public processes, design, and construction of Project.

(2) **Front Avenue Parking Agreement.** At closing, the City will execute the Front Avenue Parking Agreement set forth in Exhibit 2 hereto.

(3) **Return of Property to WSU.** If the City discontinues its use of the Property for the Project, the City shall vacate its right-of-way and return the Property to WSU or its successors in the same condition it was received, and this Agreement shall be rendered null and void upon the date of that vacation.

(4) **Bicycle Facilities.** The City shall extend the designated bicycle facilities from the bridge landing to the Martin Luther King Jr. Way bicycle lane.

B. **WSU Covenants.** WSU covenants and agrees as follows:

(1) **Front Avenue Parking Agreement.** At closing, WSU will execute the Front Avenue Parking Agreement, as set forth in Exhibit 2 hereto.

10. **TIME.** Time is of the essence of this Agreement.

11. **TITLE EXAMINATION.** The City reserves the right to purchase a Policy of Title Insurance covering the Property in the amount of the consideration for the right-of-way.

12. **COMMISSION.** WSU represents to the City that if any real estate brokerage commission or fees are payable as a result of WSU engaging the services of a real estate broker, WSU hereby indemnifies City from and against any and all claims for any real estate brokerage commission fees which may arise as a result of any acts of WSU. Any such real estate fees will be paid by WSU at closing, unless agreed otherwise.

**13. HAZARDOUS WASTE.** During the time in which WSU owned the Property, neither WSU nor, to the best of WSU's knowledge, any third party has used, generated, stored, or disposed of on, under, or about the Property or transported to or from the Property any hazardous waste, toxic substances, or related materials (the "Hazardous Materials"). For the purposes of this paragraph, the term "Hazardous Materials" shall include, but is not limited to, substances defined as "Hazardous Substances," "Hazardous Materials," "Hazardous Waste," "Toxic Substances," in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and RCW Title 7 and the regulations promulgated pursuant to such laws. To the best of WSU's knowledge, WSU has not released or waived and will not release or waive the liability or any previous owner, lessee or operator of the Property or any party who may be potentially responsible for the presence or removal of Hazardous Materials on or about the Property. WSU has made no promises of indemnification regarding Hazardous Material to any party. The right-of-way has been transferred to the City "AS IS" and, as between the City and WSU, the City assumes all liability with respect to hazardous materials on the Property subsequent to the City taking possession on December 12, 2016, pursuant to the Possession and Use Agreement, including but not limited to, remediation and all costs associated therewith, and any penalties resulting from the City's failure to do so.

**14. CONDEMNATION.** The City and WSU acknowledge that the right-of-way is being acquired under the threat of condemnation pursuant to RCW Title 8.

**15. NOTICES.** Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, or via reputable overnight courier, addressed as follows or such other address as may be designated by either Party:

City: City of Spokane  
Engineering Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Copy to: Office of the City Attorney  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

WSU: WSU Spokane  
Capital Planning Department  
P.O. Box 1495  
Spokane, WA 99210-1495

Copy to: WSU Real Estate Office  
P.O. Box 641045  
Pullman, WA 99164-1045

Any notice given pursuant to this Agreement, shall be deemed effective the day it is personally delivered if delivered in person, or three (3) business days after the postmark

date if delivered by certified U.S. mail, and the next business day after deposit if delivered by overnight courier.

**16. ENTIRE AGREEMENT/MODIFICATION.** This written Agreement, the Possession and Use Agreement, and the Front Avenue Parking Agreement constitute the entire and complete agreement between the Parties hereto and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

**17. BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**18. APPROVAL.** The persons below signing this Agreement affirm that they have authority from their respective Parties to execute and bind their Party to this Agreement.

In witness whereof, the Parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date").

**WASHINGTON STATE UNIVERSITY**

**CITY OF SPOKANE**

Recommended By:

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

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

Approved By:

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

Attest:

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant Attorney General

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



EXHIBIT 1  
MAP OF PROPERTY



EXHIBIT 2  
FRONT AVENUE PARKING AGREEMENT

EXHIBIT 3  
FORM OF RIGHT-OF-WAY DEDICATION DEED

AFTER RECORDING RETURN TO:

City Clerk  
City of Spokane  
W. 808 Spokane Falls Boulevard  
Spokane, WA 99201

Grantor(s):  
Grantee(s):  
Abbrev Legal:  
Parcel Nos:  
Reference No:

**RIGHT-OF-WAY DEDICATION DEED**

THE GRANTOR, Washington State University, an institution of higher education of the State of Washington, for good and valuable consideration, dedicates a public right-of-way to the City of Spokane, a municipal corporation of the State of Washington, over, under, upon and across that certain real property situated in the City and County of Spokane, State of Washington, and legally described as follows:

[INSERT LEGAL DESCRIPTION]

(the "Property").

This right-of-way is solely for the purpose of constructing, using, improving, maintaining, and replacing the northern landing of the University District Pedestrian/Bike Bridge (the "Project") and for all lawful public right-of-way purposes, surface and subsurface related to the Project, including but not limited to any public uses incidental thereto, including by way of example installation, operation, maintenance, repair and/or replacement of

utilities, stormwater and such other uses that municipalities may make of public rights-of-way from time to time, now or in the future, but only if such use of the right of way is necessary for the Project (the "Permitted Use"), as reasonably determined by the City.

If at any time in the future the City discontinues its use of the Property for the Permitted Use, the City shall forthwith vacate its right-of-way and return the Property to Washington State University, or its successor(s), by deed and without payments, and the City shall restore the Property to the same condition in which it was received.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by affixing its signature hereunto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR

\_\_\_\_\_  
Stacy Moana Pearson

STATE OF WASHINGTON :  
: ss.  
County of Whitman :

I hereby certify that I know or have satisfactory evidence that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Stacy Moana Pearson signed this instrument, on oath stated that she is authorized to execute the instrument as Vice-President for Finance and Administration of Washington State University and acknowledged it to be her free and voluntary act of such party for uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## FRONT AVENUE AGREEMENT

This Front Avenue Agreement ("Agreement") is made and entered into by and between the **CITY OF SPOKANE**, a Washington State municipal corporation (the "City") and **WASHINGTON STATE UNIVERSITY**, an institution of higher education and an agency of the State of Washington ("WSU") (individually a "Party" and collectively the "Parties").

**Whereas**, the City has secured funding for design and construction of the University District Pedestrian/Bike Bridge (the "Project"); and

**Whereas**, the Parties have mutual interests in facilitating completion of the Project, which will significantly benefit WSU by linking its Spokane campus to areas south of the BNSF railroad tracks, improving access, housing, entertainment, and overnight accommodation opportunities for WSU employees, students, and visitors; and

**Whereas**, because of the Parties' mutual interest and benefits from the Project, WSU has agreed to convey certain property ("Property") to the City to facilitate construction of the Project, subject to the terms of that certain Real Estate Right-of-Way Dedication Agreement, dated \_\_\_\_\_ (the "Real Estate Right-of-Way Dedication Agreement"); and

**Whereas**, the Real Estate Right-of-Way Dedication Agreement, as partial consideration for WSU's transfer of the Property, calls for the City to grant WSU a long-term license and use agreement for Front Avenue (east from Sherman Avenue) for WSU to program additional parking for campus and community use; and

**Whereas**, through this Agreement, the City permits the use of public property in accordance with the terms set forth herein below.

**NOW, THEREFORE**, in consideration of the following terms, conditions and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **LONG TERM LICENSE**. The City hereby grants to WSU a Long Term License ("License") to use, occupy, and encroach upon a portion of Front Avenue east of Sherman Avenue, as shown specifically in Exhibit "A" attached hereto ("License Area"). This License is granted in order to accommodate WSU's need for additional on-street parking near its University District campus as a result of the City's acquisition of a right of way on WSU land for the Project. This License shall be for a term of 25 years unless earlier terminated or extended as provided herein. WSU's use of the License Area shall be exclusive except as expressly provided herein. WSU shall not transfer or assign its

interests herein without the City's prior written consent, which consent the City will not withhold unreasonably.

**2. PURPOSE.** The purpose for WSU's use of the public right-of-way is to allow WSU to operate and maintain on-street parking spaces in the License Area, and for no other purposes. WSU shall have the sole and exclusive right to manage and regulate parking and parking fees in the License Area and to retain all such fees. WSU has determined to its satisfaction that this License provides WSU with adequate right to use the License Area for such purposes. This License does not relieve WSU from its obligation to secure permits and bonds as required by the City for any work being performed by it in the License Area.

**3. FEE.** As consideration for this License, WSU has conveyed certain property interests to the City, as described in the Real Estate Right-of-Way Dedication Agreement. WSU shall also be responsible to pay the Leasehold Excise Tax, RCW Ch. 82.28A, if applicable.

**4. CONTRACT ADMINISTRATION.** A designated contract administrator for each of the Parties shall administer this Agreement and be responsible for tracking performance of the Agreement, and shall serve as the contact person for billings and communications regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: James Dalton  
Title: Vice Chancellor for Finance and Operations  
Address: P.O. Box 1495  
Spokane, WA 99210-1495  
Email: dalton@wsu.edu  
Phone: (509) 358-7558

The Contract Administrator for City is:

Name: Dave Steele  
Address: Real Estate Manager  
Asset Management Department  
2<sup>nd</sup> Floor City Hall  
808 West Spokane Falls Boulevard  
Spokane Washington 99201  
Email: steele@spokanecity.org  
Phone: 509-625-6064

The Parties may designate replacement contract administrators in writing.

## **5. COVENANTS.**

(a) Permitted Improvements. WSU shall, at no cost or expense to the City, stripe the parking areas in the License Area, install signs and pay stations, and make other improvements consistent with the parking use in accordance with the plans submitted to and approved by the City (hereinafter, "Permitted Improvements"). The Permitted Improvements shall be: (1) subject to approval by the City's Streets Director, or his/her authorized designee ("Director") which approval shall not be withheld unreasonably, and (2) designed, installed, and maintained so as to not create a hazard to persons or property or violate any City Ordinance or State law; provided, that the Permitted Improvements shall in all events meet or exceed the minimum standards of all applicable governmental entities. WSU shall be responsible for all elements of the design of all Permitted Improvements (including, without limitation, compliance with law, functionality of design of the improvements), and the City's approval of WSU's plans shall in no event relieve WSU of the responsibility for such design. WSU shall make all such Permitted Improvements in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. Aside from the Permitted Improvements, WSU shall not make any other improvements or alterations to the License Area without the City's prior written approval which approval shall not be withheld unreasonably. In no case shall buildings, foundations, or supporting structures be placed in the License Area. Likewise, WSU shall not erect or place any permanent structures or other obstructions in the License Area that materially interfere with the public's use of the adjoining street without the prior written consent of the Director, which approval shall not be withheld unreasonably.

(b) Signage. WSU shall not install any signs in the License Area without the prior written approval of the Director of the City's Street Department ("Street Director") which approval shall not be withheld unreasonably. The City shall have the right, without compensatory payment, to attach to the Permitted Improvements, any signage that is deemed necessary by the Street Director for the safe and expeditious flow of vehicle or pedestrian traffic along the adjacent street.

(c) Maintenance of License Area and Permitted Improvements. WSU shall be responsible for maintenance of the Permitted Improvements, and shall be further responsible for weed spraying, minor asphalt maintenance and repair (repair meaning only crack sealing and pothole repair; not resurfacing and reconstruction), re-striping, sweeping, snow removal, parking signage, and parking bumpers in the License Area. WSU shall not be responsible for maintenance or repair of existing non-WSU utilities on, above, or below the License Area. If, in an emergency, the City determines it is necessary to promptly perform WSU's maintenance responsibilities in the License Area as provided herein, then the City, at its sole option and upon reasonable prior notice to WSU, may proceed forthwith to have the maintenance made and pay the reasonable cost thereof, and to receive reimbursement therefore from WSU; provided that in no case shall the City be required to perform such maintenance.



(d) Deferment of Streetscape Improvements. The City hereby grants WSU a deferment of any and all required streetscape improvements along Front Avenue that are related to the WSU Teaching Health Clinic project for twenty five (25) years from the effective date of the Agreement.

(e) Access. WSU shall allow access via the License Area to and from adjacent private parking lots. WSU shall allow access through and parking in the License Area for users of the Ben Burr trailhead. WSU reserves the right to charge a reasonable fee for such users to park in the License Area.

## **6. INDEMNIFICATION AND INSURANCE.**

(a) The City, its successor and assigns, will not be responsible for damage by others to the Permitted Improvements. WSU shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any damages or liability to persons or property that might arise from, or by reason of, WSU's construction, maintenance, operation, or repair of the Permitted Improvements, or WSU's use of the License Area pursuant to this License, including the enjoyment of all privileges of WSU hereunder, except to the extent caused directly or indirectly by the City's negligence or intentional misconduct. The City shall indemnify, defend, and hold harmless WSU, its officers, agents, and employees for any claim by any person, or for any injury or property damage resulting from, or by reason of, the City's activities in and around the License Area, except to the extent caused directly or indirectly by WSU's negligence or intentional misconduct. This hold harmless provision being part of the consideration upon which this License and Agreement is granted.

(b) The City and WSU understand that they will be bound by the comparative fault laws of the State of Washington. Each Party shall indemnify and hold harmless the other Party to this Agreement according to the terms stated herein, and in the event that both Parties are determined to be negligent, any damages allowed must be levied in proportion to the percentage of negligence attributable to each Party.

(c) WSU is insured by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.), as referenced below. The evidence of coverage attached hereto as Exhibit "C" provides coverage levels and statutory limitations. WSU shall notify City in writing if WSU's insurance coverage changes at least thirty days prior to such change. At the request of the City, WSU shall provide a certificate naming the City, its officers, employees, contractors, and agents as Additional Insureds with referenced statutory limitations.

(d) WSU and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92.060 et seq.). Successful claims to pay legal liabilities and defense costs of the state resulting from tortious conduct of WSU and its officers, employees, and agents, in the performance of their official duties in good faith will be paid from the tort claims liability account as provided in RCW 4.92.130.

Nothing in this Agreement shall be construed as WSU's agreement to assume liabilities or obligations that would be prohibited by law, particularly by the State of Washington Self-Insurance Liability Program and the Tort Claims Act, or that are beyond the scope of coverage afforded to WSU by the same.

**7. HAZARDOUS MATERIALS.** WSU, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the License Area, or City property adjacent to the License Area. The City, its successors and assigns, will not discharge, disperse, release, store, treat, generate, dispose of any pollutant or other toxic or hazardous substance, including any solid, liquid, gas, or thermal irritant or contaminant, acid, chemicals, or wastes onto the License Area, or WSU property adjacent to the License Area. For the purposes of this License, "Hazardous Substance" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". WSU, its successors and assigns, shall indemnify and hold the City, its successors and assigns, harmless from and against any and all losses, liabilities (including strict liability), damages, injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the City, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined herein) by WSU resulting from WSU's use of the License Area, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

**8. DURATION.** Unless this Agreement is terminated early as provided herein, this Agreement shall commence on the Effective Date indicated below and shall continue for a term of twenty five (25) years. This Agreement may be extended by the mutual written agreement of the Parties.

**9. INSPECTIONS.** The City reserves the right to access and inspect the License Area for any reason, including, without limitation, inspection of its general condition, or observing construction, maintenance, alteration, and/or repairs undertaken by WSU.

**10. EARLY TERMINATION.**

In the event the City Council finds that the License Area or any part thereof, is needed for public use, including, without limitation, use as public right-of-way, this License may be terminated. In the event of such termination, the City shall be allowed to reoccupy the License Area after and upon payment to WSU, its successors or assigns, compensation and/or damages in amounts reasonably needed by WSU to replace and develop an equivalent number of parking spaces lost. Alternatively, the City shall provide WSU, at no cost to WSU, with an equivalent number of parking spaces in an alternative location acceptable to WSU for the unexpired term of this Agreement, and in that event the City shall bear the entire cost of improving the alternative parking spaces in a manner acceptable to WSU.

**11. DISPUTES.** The Parties agree to use reasonable and good faith efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, each Party shall bear its own costs and attorney fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in the Superior Court for Spokane County, Washington.

**12. FINANCIAL IMPLICATIONS.** Each Party will finance its activities in accordance with its policies and procedures.

**13. ADMINISTRATION.** It is understood that any agreed upon maintenance or improvements of the License Area covered by this Agreement will be the responsibility of the agency identified as responsible for operation and maintenance, except as established by any other agreement.

**14. NOTICES.** Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage pre-paid, or via reputable overnight courier, addressed to the Contract Administrators specified above, with copies addressed as follows or such other address as may be designated by either Party:

City: City of Spokane  
Engineering Services Department  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

WSU: WSU Spokane  
Vice Chancellor for Finance & Administration  
P.O. Box 1495  
Spokane, WA 99210

With copy to:

Washington State University  
Attn: Contracts Manager  
P.O. Box 641045  
Pullman, WA 99164-1045

Any notice given pursuant to this Agreement, shall be deemed effective the day it is personally delivered, if delivered in person, or three (3) business days after the postmark date if delivered by certified U.S. mail, and the next business day after deposit if delivered by overnight courier.

**15. ENTIRE AGREEMENT/MODIFICATION.** This written Agreement constitutes the entire and complete agreement between the Parties hereto with respect to License specified herein. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth. No modifications of this Agreement and waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the Parties hereto.

**16. BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**17. SEVERANCE.** If any portion or provision of this Agreement is held invalid by a court, the validity and enforceability of the remainder of this Agreement shall not be affected thereby if the invalidity does not substantively impact the essential terms of this Agreement.

In witness whereof, the Parties hereto have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date").

**WASHINGTON STATE UNIVERSITY**

**CITY OF SPOKANE**

Recommended By:

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

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

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

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

Approved By:

Attest:

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

\_\_\_\_\_

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

City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant Attorney General

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

EXHIBIT "A"

LICENSE AREA

EXHIBIT "B"

PERMITTED IMPROVEMENTS



EXHIBIT "C"

EVIDENCE OF WSU LIABILITY COVERAGE

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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	OPR 2017-0867
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MATT DAVIS 6815	<u>Project #</u>	
<u>Contact E-Mail</u>	MRDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	2018 BUDGET
<u>Agenda Item Name</u>	1680-WA STATE DEPT OF COMMERCE YAHP GRANT		

Agenda Wording

The CHHS Department is seeking City Council approval to enter into agreement with the WA State Department of Commerce to accept the Young Adult Housing Program (YAHP) grant and authorization to subcontract funds with multiple nonprofit agencies.

Summary (Background)

Spokane has a gap in emergency crisis housing for young adults, aged 18-24. For this reason, the scope for the Young Adult Housing Program has been altered to include a bridge housing component whereby young adults with the highest barriers to housing who qualify for rental assistance may enroll in a temporary housing program where they'll receive stabilization services on their path to permanent housing. Please see attached briefing paper for further detail.

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

Revenue	\$ \$366,844	# 1540-95486-99999-33442-99999
Expense	\$ \$366,844	# 1540-95486-65410-#####-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	PS&CH - 11/6/2017
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tdanzig	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	cbrown	
<u>Additional Approvals</u>		swilson	
<u>Purchasing</u>		kkeenan	
		dkinder	

## **BRIEFING PAPER**

### **BRIEFING PAPER**

CHHS

Young Adult Housing Program Award

November 6, 2017

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#### **Subject**

The City of Spokane has been awarded \$366,844 for the Young Adult Housing Program (YAHP) grant from the Washington State Department of Commerce, Office of Homeless Youth for a performance period of January 1, 2018 to June 30, 2019. The award is renewable through a noncompetitive process for up to two additional years.

#### **Background**

The City of Spokane worked with community partners to reapply for this grant in a very short period of time to meet an emergent gap in services for youth. These funds have served as the foundation of a more robust continuum of services for youth experiencing homelessness in our community and have contributed substantially to City of Spokane youth initiatives such as the 100 Day Challenge to End Youth Homelessness.

Spokane has a gap in emergency crisis housing for young adults, aged 18-24. For this reason, the scope for the Young Adult Housing Program has been altered to include a bridge housing component whereby young adults with the highest barriers to housing who qualify for rental assistance may enroll in a temporary housing program where they'll receive stabilization services on their path to permanent housing.

CHHS will contract with both SNAP and VOA to provide the following services to eligible 18-24 year olds through YAHP:

- bridge housing
- rental assistance
- housing search assistance
- case management

Both agencies bring different strengths to the table and work together to ensure that youth obtain and maintain stable housing and are connected to needed services.

#### **Impact**

The YAHP program supports the CHHS Department in meeting each of its 5 Consolidated Plan goals by supporting eligible youth with rent assistance and case management services leading toward:

- reduced homelessness
- increased economic opportunity
- vibrant neighborhoods
- access to affordable housing
- improved quality of life

To date, the YAHP program has housed 37 unduplicated young adults with an additional 10 currently receiving housing search assistance.

**Action**

The CHHS Department is seeking City Council approval to enter into agreement with the Washington State Department of Commerce to accept the Young Adult Housing Program (YAHP) grant in amount of \$366,844. Upon City Council approval, the Department will enter into individual agreements with our partner agencies and disperse funding accordingly.

**Funding**

Funding for this project comes from funds appropriated to the Washington State Department of Commerce's Office of Homeless Youth.



# Department of Commerce

## **Grant Agreement with:**

City of Spokane  
Community, Housing, and Human Services (CHHS) Department

through

Community Services and Housing Division  
Housing Assistance Unit  
Office of Homeless Youth

**For:                    Young Adult Housing Program (YAHP)**

**Start date:**        January 1, 2018

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Attachment A, Scope of Work

Attachment B, Budget

# FACE SHEET

Contract Number: 18-46122-103

Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit/Office of Homeless Youth  
Young Adult Housing Program (YAHP)

<b>1. Grantee</b> City of Spokane Community, Housing and Human Services Dept. 808 W Spokane Falls Blvd. Spokane, WA 99201		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative</b> Matt Davis Homeless Program Specialist 509-625-6815 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b> Cheryl Bayle Program Manager 360-725-2997 Fax (360) 586-5880 cheryl.bayle@commerce.wa.gov	
<b>5. Grant Amount</b> \$366,844	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> January 1, 2018	<b>8. End Date</b> June 30, 2019
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
		<b>CFDA Number</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXX	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The Young Adult Housing Program (YAHP) provides rental assistance and case management to eligible young adults ages 18 through 24.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: YAHP Guidelines (as they may be revised from time to time), Grant Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print name and title  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistance Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

**SPECIAL TERMS AND CONDITIONS  
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**1. GRANT MANAGEMENT**

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

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount (\$366,844) stated on the Grant Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A – Scope of Work. Grantee's compensation for services rendered shall be based in accordance with Attachment B – Budget.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by Commerce on a case-by-case basis.

All invoices shall include a Monthly Voucher Detail and any other reports required by Commerce. The invoice shall include the Grant Number 18-46122-103.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

**4. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**5. ELIGIBLE USE OF FUNDS**

Funding awarded under this Grant may only be used for eligible activities and expenses described in the YAHP Program Guidelines. These Guidelines are incorporated by reference.

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**6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence, General Aggregate - \$2,000,000. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, General Aggregate - \$2,000,000, using a Combined Single Limit for bodily injury and property damage.

**Employees and Volunteers**

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

**Subcontractors**

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

**Separation of Insureds**

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

**Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools

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shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**7. WASHINGTON STATE QUALITY AWARD**

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at [www.wsqa.net](http://www.wsqa.net).

**8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Grant Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- YAHP Guidelines

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**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

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**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

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

**7. ASSIGNMENT**

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

**8. ATTORNEYS' FEES**

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

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must



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identify any person employed in any capacity by the state of Washington that worked on the (YOUR PROGRAM NAME) including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

**12. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**13. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**14. GOVERNING LAW AND VENUE**

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

**15. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**16. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

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**18. LAWS**

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

**19. LICENSING, ACCREDITATION AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**23. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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**24. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**25. RECAPTURE**

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

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**26. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**29. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**30. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

**31. SITE SECURITY**

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

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**32. SUBGRANTING/SUBCONTRACTING**

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**33. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**34. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

**35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**36. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**37. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

**38. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

**39. WAIVER**

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



### Scope of Work

- A. Grantee shall provide rent assistance (and related costs) in independent living settings or facility support for grantee-owned or master-leased transitional housing and case management for eligible young adults ages 18-24 who are experiencing, or are at risk of experiencing, homelessness. Services and case management must be provided in such a way that is culturally competent, client-centered, and focused on five priority areas as specified in the YAHP guidelines (i.e. family reconciliation, safe and stable housing, social and emotional wellbeing, etc.).
- B. Grantee shall submit the following monthly deliverables on time with reliable, accurate information:
  - a) Invoice and Voucher Detail Worksheet for reimbursement.
  - b) Client data must be entered into the grantees local HMIS within 10 calendar days following the month in which client was enrolled or services provided. Data integration agencies must submit HMIS reports, as specified by Commerce, to OHY via email by the 10<sup>th</sup> calendar day following the month in which services were provided.
- C. Grantee must demonstrate progress towards achieving outcomes aligned with OHY's five priority areas by collecting data within a draft set of performance measures (See YAHP Guidelines Appendix I –OHY YAHP/IYHP Draft Outcome Measures) during a 12 month "hold harmless" period of performance based contracting. After which, a final set of performance measures will be adopted for the purposes of evaluating grantee performance.
- D. Grantee must provide training to agency staff and demonstrate competencies in the following best practices:
  - a) Positive Youth Development
  - b) Harm Reduction
  - c) Trauma Informed Care
- E. Grantee shall comply with all of the requirements, policies and procedures in the YAHP guidelines.

**Budget**

<b>Budget Category</b>	<b>Budget Amount</b>
Administration	\$29,693
Program Operations	\$170,711
Rent Assistance – For-Profit Entities	\$165,080
Other Rent Assistance and Housing Costs	\$1,360
Facilities – For-Profit Entities	\$
Other Leasing and Facilities Costs	\$
Total	\$366,844

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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	OPR 2017-0868
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARCIA DAVIS 625-6398	Project #	2014155
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18718
Agenda Item Name	4250 - HDR SITE SUITABILITY ASSESSMENT		

Agenda Wording

Contract with HDR Engineering, Inc. to study stormwater in the south University District.

Summary (Background)

Stormwater management in the University District is challenging because of shallow basalt, high groundwater, and historic site uses. ICM is currently developing the scope of next construction phase of Sprague Avenue, from Scott to Browne St. To effectively and efficiently manage runoff, a basin-wide area needs to be evaluated. To develop the scope for the next phase of Sprague Avenue, the stormwater study needs to include the southern portion of the University District.

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

Expense	\$ 73,232.00	# 3200 95107 95100 56501 86008
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	DAVIS, MARCIA	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Pies 11/27/17
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<u>Finance</u>	CLINE, ANGELA	Distribution List
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<u>Legal</u>	SCHOEDEL, ELIZABETH	Engineering Admin
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<u>For the Mayor</u>	DUNIVANT, TIMOTHY	publicworksaccounting@spokanecity.org
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Additional Approvals	jlargent@spokanecity.org
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<u>Purchasing</u>	mdavis@spokanecity.org
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	aworlock@spokanecity.org
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	kkeck@spokanecity.org
--	-----------------------

	kemiller@spokanecity.org
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

As part of the Sprague Ave, Scott St to Browne St scoping, we need to identity potential locations and best management practices that can be used for stormwater management. The study area will include from the Spokane River to Interstate 90 and from Bernard Street to Hamilton Street. Using the City's A&E Roster Process, HDR Engineering, Inc. has been selected to perform stormwater analysis to identify potential stormwater sites and recommend best management practices for this area.

Summary (Background)

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List




**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: UNIVERSITY DISTRICT  
SOUTH STORMWATER FEATURES  
SITE SUITABILITY ASSESSMENT**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING**, whose address is 1401 East Trent Avenue, Suite 101, Spokane, Washington 99202 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to **PROVIDE PREPARATION AND MAINTENANCE OF THE UNIVERSITY DISTRICT SOUTH STORMWATER FEATURES SITE SUITABILITY ASSESSMENT**; and*

*WHEREAS, the Consultant was selected from a Request for Qualifications.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on December 18, 2017, and ends on June 30, 2018, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

**UNIVERSITY DISTRICT SOUTH STORMWATER FEATURES SITE SUITABILITY  
ASSESSMENT**

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

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **SEVENTY THREE THOUSAND TWO HUNDRED THIRTY TWO AND NO/100 DOLLARS (\$73,232.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to Integrated Capitol Management Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## 7. PAYMENT PROCEDURES.

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

Invoices shall be submitted to:	
<p>CITY OF SPOKANE  INTEGRATED CAPITOL MANAGEMENT DEPARTMENT  2nd Floor – City Hall  808 West Spokane Falls Boulevard  Spokane, WA 99201</p>	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• INTEGRATED CAPITOL MANAGEMENT DEPARTMENT</li> <li>• Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>UNIVERSITY DISTRICT SOUTH STORMWATER FEATURES SITE SUITABILITY ASSESSMENT</b></li> <li>• Period covered by the invoice</li> <li>• Project Title = A Project is described as listed on the six (6) year Capital Improvement Program (CIP)</li> <li>• Employee's name and classification</li> </ul>	



- Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## 8. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

## 9. CITY OF SPOKANE BUSINESS LICENSE.

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 Consultant 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.

## 10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE INTEGRATED CAPITOL MANAGEMENT DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	HDR ENGINEERING 1401 East Trent Avenue, Suite 101 Spokane, WA 99202

## 11. SOCIAL EQUITY REQUIREMENTS.

- A. 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 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. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional

Insured” specifically for Consultant’s services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

#### **15. AUDIT.**

Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

#### **16. INDEPENDENT CONSULTANT.**

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

#### **17. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **20. NO CONFLICT OF INTEREST.**

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

#### **21. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time

said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **22. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **23. CONFIDENTIALITY.**

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

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

**Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary):**

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

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

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

**City's Response to a Public Records Act Requests:** The City will prepare two versions of your materials:

**Full Redaction:** A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

**Limited Redaction:** A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

## **24. DISPUTES.**

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

## **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**



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

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**HDR ENGINEERING**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

  
Assistant City Attorney

**Attachments:** Exhibit A – General Scope of Work  
Exhibit B –Certificate Regarding Debarment

## ATTACHMENT B

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	PW /ICM
<b>Subject:</b>	South U-District Stormwater Study
<b>Date:</b>	November 27, 2017
<b>Author (email &amp; phone):</b>	Marcia Davis mdavis@spokanecity.org 625-6398
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan CFU 1 Adequate Public Facilities and Services, CFU 2 Concurrency, and CFU 3 Coordination
<b>Strategic Initiative:</b>	Stormwater Utilities in PDAs
<b>Deadline:</b>	May 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Report identifying potential stormwater sites and recommending best management practices for each site.
<p><u>Background/History:</u> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Stormwater management in the University District is challenging because of shallow basalt, high groundwater, and historic site uses. ICM is currently developing the scope of next construction phase of Sprague Avenue, from Scott to Browne St. To effectively and efficiently manage runoff, a basin-wide area needs to be evaluated. To develop the scope for the next phase of Sprague Avenue, the stormwater study needs to include the southern portion of the University District.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>As part of the Sprague Ave, Scott St to Browne St scoping, we need to identify potential locations and best management practices that can be used for stormwater management.</li> <li>The study area will include from the Spokane River to Interstate 90 and from Bernard Street to Hamilton Street.</li> <li>Using the City's A&amp;E Roster Process, HDR Engineering, Inc. has been selected to perform stormwater analysis to identify potential stormwater sites and recommend best management practices for this area.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



December 5, 2017

Marcia Davis, P.E.  
Principal Engineer  
City of Spokane  
Integrated Capital Management  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

RE: Project #2014155: Scope of Work for the University District South Stormwater Features Site Suitability Assessment

Dear Marcia,

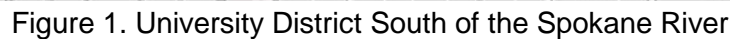
Attached is a copy of the scope of work which includes the fees for the above mentioned project. Thank you for the opportunity to offer our services for this project. Should you require further clarification of this scope of work, please do not hesitate to contact me at (509)995-0557 or [aimee.navickis-brasch@hdrinc.com](mailto:aimee.navickis-brasch@hdrinc.com).

Regards,  
HDR Engineering, Inc.

Aimee S. Navickis-Brasch, P.E.  
Project Manager



The City of Spokane is planning for future stormwater improvements in the University District. In support of this effort, the City has requested that HDR develop a scope of work for a project with the goal of identifying locations in the University District that are suitable for locating potential stormwater features, specifically best management practices (BMPs), in public, private, and shared areas. The project area in this scope of work is the southern portion of the University District which is the area located south of the Spokane River and bound by the orange boundaries shown in Figure 1 (referred to as the *University District South* in this document).



- Define site suitability criteria for assessing whether BMPs can be located within the project area based on site characteristics and identify the respective site characteristics within the project area on maps.
- Define a best management practice (BMP) classification system that groups BMPs based on commonalities in the site characteristics needed to locate a BMP on a particular site.
- Identify potential locations within the project area where each BMP classification could be located and locations that are not suitable for locating any class of BMP. Locations will be identified on maps along with whether the area is public, private, or shared.
- Develop a final report that summarizes the work completed, recommendations for locating BMPs based on the information available, and (if applicable) identify additional information and work needed to achieve the project goal.



## **Scope of Services**

### **Task 1: Project Management**

#### **OBJECTIVE**

This task covers the management, administration, and coordination of the work by HDR defined in this Contract including project management, preparation of monthly progress reports and invoices, conducting periodic progress meetings with the City of Spokane staff, project schedule maintenance, and overall coordination with the City of Spokane.

#### **HDR SERVICES**

1. Prepare and maintain the project management plan which includes: the project schedule, roles and responsibilities of the team, and contact information.
2. Coordinate and manage the project team in the successful completion of the tasks outlined in this scope including implementation of HDR health and safety plan.
3. Prepare project monthly status reports describing the following:
  - A. Services completed during the month
  - B. Services planned for the next month
  - C. Needs for additional information
  - D. Changes that may impact the budget and schedule
  - E. Schedule update and financial status summary
4. Prepare monthly invoices formatted in accordance with contract terms.
5. Assign a QA/QC leader to oversee that all products are reviewed and comments incorporated prior to distribution to the City. The QA/QC Leader will conduct reviews of all project deliverables, or assign senior personnel to conduct reviews of specialized support discipline work. The budget for QA/QC activities is included in the individual tasks that include technical deliverables.
6. Organize, prepare meeting agendas and notes, and participate in 2 project management meetings (either in person or over the phone) with the client.
7. Close out the consultant contract.

#### **CLIENT RESPONSIBILITIES**

1. Attend project management meetings.
2. Timely processing and payment of invoices.
3. Review and process contract change requests and amendments, if needed.
4. Review project submittals and provide one consolidated list of review comments for Consultant deliverable.





## **ASSUMPTIONS**

1. The project duration is 4 months from the date the City of Spokane issues the Notice to Proceed.
2. The budget assumes a monthly invoice and status report will be prepared and submitted each month of the contract for a total of 4 months.
3. The budget assumes two 1-hour project management meetings with the client with three HDR staff members attending each meeting. 4.5-hours of time is budgeted to prepare for the meeting including developing the meeting agenda and meeting notes as well as travel to the City of Spokane offices.
4. All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion and action items.
5. Execution of the Project Management Plan will be completed under the appropriate tasks.
6. Invoices will be HDR standard invoice format.
7. Expense backup will not be provided with invoices but will be available upon request.

## **DELIVERABLES**

1. Monthly Status Reports and Invoices (emailed to client in a PDF format).
2. Meeting documents including agenda and meeting notes (emailed to client in a PDF format 24-hours prior to the meeting and 5 business days after the meeting respectively).

## **Task 2: Site Suitability Assessment**

### **OBJECTIVE**

The purpose of this task is to recommend locations within the University District South that are suitable (and not suitable) for locating BMPs in public, private, and shared areas. Recommendations will be summarized into a final report and locations will be identified on maps.

### **HDR SERVICES**

1. HDR will define site suitability criteria which will be used to determine whether BMPs can be located at a project site based on the site characteristics and identify the respective site characteristics within the project area. This is expected to include:
  - A. Conduct a literature search for the purpose of defining information about the site characteristics that is needed to make decisions about whether a site is suitable for locating a BMP. The literature search will also be used to identify areas that are either privately or publicly owned.
  - B. Identify information (i.e. prior reports completed, GIS layers) needed from the City to define the site characteristics and provide the City with a request for this information via email.



- C. Based on the information provided by the City, identify the relevant site characteristics within the project area on 11x17 maps.
  - D. Develop a list of the information (resources) utilized to define the site characteristics and additional information about the site characteristics needed to complete the site assessment. The list will be included in the final report.
  - E. The site suitability criteria along with the basis for developing the criteria will be summarized into the final report.
2. HDR will define a BMP classification system that groups BMPs based on commonalities in the decision needed to locate a BMP on a particular site such as the design criteria and site characteristics. This is expected to include:
- A. Conduct a literature search for the purpose of defining the design criteria and site characteristics needed to locate a BMP on a particular site.
  - B. Group BMPs based on common design criteria and site characteristics needed to locate a BMP. The BMP classification will be limited to 4 or 5 groups. An example of the BMP classifications system includes: A) Green Infrastructure (GI) BMPs, B) BMPs that infiltrate, C) BMPs that discharge treated runoff to a storm sewer system, D) BMPs that discharge to CSOs, and E) locations where it is not feasible to locate BMP classification.
  - C. The BMP classification system along with the basis for developing the system will be summarized in the final report.
3. HDR will identify potential locations within the project area where each BMP classifications could be located including area where it is not feasible to locate BMPs. This is expected to include:
- A. Conduct a site suitability assessment to determine where BMP classifications could be located based on the known site characteristics compared to the site characteristics needed to locate the particular BMP classification system.
  - B. The site suitability assessment along with the basis for developing the system will be summarized in the final report.
  - C. Locations will be identified on maps along with whether the area is public, private, or shared. In addition, the approximate impervious area that a BMP can be treated will be identified on the maps. The area will be determined by modeling using either the Bowstring method or a single event model (StormShed 3G).
4. HDR will develop a report that summarizes the work completed, recommendations for locating BMPs based on the information available, and (if applicable) identify additional information and work needed to achieve the project goal. The final report will be limited to 12 pages (excluding the appendix) and is expected to include the following sections:



- A. Executive Summary is a brief (~300 word) non-technical summary that includes the “key” elements of the project.
  - B. Introduction will describe the project: background information; goals and objectives; and a summary of prior work (resources used to develop this project).
  - C. BMP Classification System will be defined in this section along with the basis for grouping the BMPs.
  - D. Site Suitability Assessment will be defined in this section along with the site suitability criteria for locating BMPs, the relevant site characteristics will also be identified along with the process for assessing the suitability of locating a BMP on a particular site. A summary of the methods that were used to determine the approximate impervious surface that can be treated by each BMP.
  - E. Recommendations will be summarized for areas to locate BMPs broken down by public, private, and shared areas. Recommendations for the approximate impervious area each BMP can treat will also be provided.
  - F. Additional Information Needed will be identified in this section: any additional information and/or work needed to complete the site assessment.
  - G. Appendix will include copies of the maps.
5. HDR will provide an internal QC review of the report before it is submitted to the City.

#### **CLIENT RESPONSIBILITIES**

- 1. The City will provide HDR with available information about the site characteristics in an electronic format.
- 2. The city will provide HDDR with one set of consolidated comments on draft final report.

#### **ASSUMPTIONS**

- 1. The budget assumes 15 maps and the maps will be developed using GIS.
- 2. The BMP options considered for this project will be limited to those BMPs defined in either the Eastern Washington Ecology Stormwater Manual, The Spokane Regional Stormwater Manual, or the Eastern Washington LID Manual.

#### **DELIVERABLES**

- 1. Draft Report – an electronic copy of the draft final report will be provided to the City (word format).

2. Final Report – an electronic copy of the final report will be provided to the City (word and PDF format).

## Schedule

- **December, 2017 – January, 2018** – define the site suitability criteria, BMP classification system, develop maps of the site characteristics, and develop conceptual site suitability criteria
- **End of January, 2018** – HDR will meet with the City of Spokane for the purpose of discussing the project status and solicit comments from the City on the work completed
- **February, 2018** – HDR will incorporate the City's comments into the project, complete the site suitability assessment, and develop the draft report
- **Early March, 2018** – HDR will meet with the City of Spokane for the purpose of discussing the project status and solicit comments from the City on the work completed
- **End of March, 2018** – HDR will submit the final report to the City

## Estimated Fees and Disbursements

Compensation for proposed services will be billed on a Time and Materials basis. The total fee for these services is not to exceed \$73,232, unless mutually agreed upon by HDR and the Client.

**Table 1. Schedule of Fees**

Tasks	Amount
Task 1: Project Management	\$7,818
Task 2: Site Suitability Assessment	\$65,414
<b>TOTAL</b>	<b>\$73,232</b>

## Terms and Conditions

These services are proposed to be completed under HDR's standard Professional Services Agreement and Terms and Conditions.

This scope of work is valid for sixty (60) work days from the date of submission. Thereafter, it may be subject to change.

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

12/18/2017

Date Rec'd

12/5/2017

Clerk's File #

OPR 2017-0869

Renews #

Submitting Dept

HUMAN RESOURCES

Cross Ref #

Contact Name/Phone

MEGHANN 625-6903

Project #

Contact E-Mail

MSTEINOLFSON@SPOKANECITY.ORG

Bid #

Agenda Item Type

Contract Item

Requisition #

Agenda Item Name

0620 TENTATIVE AGREEMENT ON M&amp;P-A CONTRACT 2017 - 2021

Agenda Wording

Tentative Agreement for 5-year contract with M&amp;P-A (2017-2021)

Summary (Background)

The most recent contract expired on December 31, 2016. As a standard practice, we entered into negotiations first with M&P-B on a successor contract in February, 2017. The M&P-B TA was used as the opening proposal with M&P-A. We met on three occasions with M&P-A over the course of two weeks, with the third meeting resulting in a TA. M&P-A members will vote on the TA on December 14th with a vote count on December 15th. If approved, it's requested that Council vote on the TA December 18, 2017

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CAVANAUGH, CHRISTINE

Study SessionDivision Director

CAVANAUGH, CHRISTINE

Other

Exec Session 12/11/17

Finance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

BRIEFING PAPER  
City of Spokane  
Tentative Agreement on M&P-A Contract  
2017-2021

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Subject

Tentative Agreement for 5-year contract with M&P-A (2017-2021)

Background

The most recent contract expired on December 31, 2016. As a standard practice, we entered into negotiations first with M&P-B on a successor contract in February, 2017. The M&P-B TA was used as the opening proposal with M&P-A. We met on three occasions with M&P-A over the course of two weeks, with the third meeting resulting in a TA.

M&P-A members will vote on the TA on December 14<sup>th</sup> with a vote count on December 15<sup>th</sup>. If approved, it's requested that Council vote on the TA December 18, 2017.

Discussion

The proposed TA is very similar to the M&P-B TA, and provides for the same average TCC increase of approximately **2.7% annually**.

The majority of items negotiated with M&P-B were accepted by M&P-A. Notable items include:

- Agreement on the SERS changes (new Rule of 90 tier and increased contributions)
- Split Sick Leave into two banks, one for “ordinary” sick leave and the other restricted for FMLA or approved OJI.
- Restoration of Vacation Leave accruals from last contract 2 years ago.
- Application of the updated ethics code
- Changes to Medical (plan options, premium contributions, and the cap on increased City contributions in future years)

Notable inclusions in the M&P-A TA that were not part of the M&P-B agreement are:

- Retention of Personal Leave Benefit (40 hours annually)
- Increased Deferred Comp match by \$50 per month (for a total match of \$200)
- Lower wage increases in 2017 compared to M&P-B as an offset to retaining personal leave and the increase in deferred compensation match

Salary Plan Adjustments for M&P-A

	2017	2018	2019	2020	2021
Step 1	0.00%	0.00%	0.00%	0.00%	0.00%
Step 2	1.00%	1.00%	1.00%	1.00%	1.00%
Step 3	1.00%	1.50%	1.50%	1.50%	1.00%
Step 4	1.00%	2.00%	2.00%	2.00%	2.00%
Step 5	1.50%	2.50%	2.50%	2.50%	2.00%
Step 6	1.50%	3.00%	3.00%	3.00%	2.50%

## 2017 M&P-B Adjustment for comparison purposes

	<u>2017</u>
Step 1	0.00%
Step 2	1.00%
Step 3	1.50%
Step 4	2.00%
Step 5	2.50%
Step 6	3.00%

### Details

#### *TA's by year:*

#### 2017

1. Pay plan is implemented according to table above.
2. Medical – No change. Plan options, rate splits, caps as per current contract.
3. Article VI, Section G – Absences from Work
  - a. Salaried employees shall not have his or her leave banks reduced for scheduled or approved absences of less than four hours per day (such as for doctor's appointments).
4. Article IX, Section N – Project Employees
  - a. Project Employees will pay union dues as determined by M&P
  - b. Project Employees may receive an annual step increase, contingent upon a one-year progress report provided by the manager of the Project Employee to the Project Committee.
5. Article VI, Section E – Holiday Pay
  - a. Language housekeeping regarding how many floating holidays new hires receive based on the time of year they're hired. No substantive changes.
  - b. Employee's working in offices that are closed on the third (3<sup>rd</sup>) Monday of January shall not have the option of working that day, and will have their fifth (5<sup>th</sup>) floating holiday deducted. Employees scheduled to work the third (3<sup>rd</sup>) Monday of January, but do not work, will have their fifth (5<sup>th</sup>) floating holiday deducted for that day.
  - c. Employees who are required to work on the third (3<sup>rd</sup>) Monday of January will not have their fifth (5<sup>th</sup>) floating holiday deducted, but if they are incapable of reporting to work due to illness or injury, they must take the day as a sick day.
6. Article VI, Section F – Working Out of Classification
  - a. Employees filling a temporary vacancy of at least one-week (reduced from two) in a higher-level position will be paid at the appropriate step in the salary range of the higher-level position. Pay begins the first day of any one-week or longer out of classification assignment and can be provided retroactively when assignments unexpectedly extend to at least one week.
  - b. Removed out of classification assignment preference to Association members.
  - c. Removed out of classification assignments of Association work to non-Association member's requirement for written approval by the Association.
7. Article VIII, Section H – Bereavement Leave
  - a. Employees may use up to five (5) days of *any* available paid leave (could previously only use illness leave).
8. Article IX, Section D – Ethics Code
  - a. The Code of Ethics contained in the Spokane Municipal code shall apply to Association members.



9. Article IX, Section O – Employees’ Retirement System
  - a. Implemented Rule of 90, per the Local 270 Agreement
10. Article VIII, Section F – Leave Sharing; Section G – Illness Leave; Section H – Bereavement Leave
  - a. Include stepparent in definition of “immediate family” for all three sections.

## 2018

1. Pay plan is implemented according to table above.
2. Medical – No change. Plan options, rate splits, caps as per current contract.
3. Article XII – Deferred Compensation
  - a. Increase City deferred compensation match by \$50 per month (for a total match of \$200).
4. Article VIII, Section G – Illness Leave
  - a. Bi-weekly accrual increased to six (6) hours and split in half, with three (3) hours going into the regular accrual account and the other three (3) hours going into a reserve account. Access to the regular account will continue as is, but the reserve account may only be accessed for absences protected under the FMLA or on the job injuries.
5. Article VIII, Section K. Vacation
  - a. Vacation rates restored to previous rates for new employees.
6. Attachment B: Retirees’ Medical Insurance
  - a. Retirees will have the option of City Plan I and a Group Health Retiree plan. The City will blend retiree and active employees to determine the rate for the retiree medical plans.
7. Attachment B: Insurance
  - a. Life Insurance coverage increased to a maximum of \$150,000 from \$100,000. Life Insurance for dependents increased to \$7,500 for spouses and \$3,000 for children.

## 2019

1. Pay plan is implemented according to table above.
2. Medical - New plans as attached, with premium alignment
3. Article VIII, Section G – Illness Leave
  - a. If an employee at the time of retirement or death has total illness leave accruals equal to or greater than fifteen hundred (1500) hours, the illness leave payout will be increased to sixty percent (60%). The maximum leave payment would then become 960 hours x 60% = 576 hours.

## 2020

1. Pay plan is implemented according to table above.
2. Medical – City cost increase capped at 6% (with no deferred comp contribution for lower increase) starting in 2020 and for future years.
  - a. If the total medical costs are projected to increase by more than 10% in 2020 for future years, changes to medical that would lower the cost increase will be negotiated at the request of either party. If the M&P membership does not ratify the changes, then members will pay any increase over the City cap.

## 2021

1. Pay plan is implemented according to table above.

## Action

Approve TA at December 18, 2017 meeting.

## Attachment A: Medical Changes (re: City Proposal #7)

Changes to occur Jan. 1, 2019

In-Network Benefits Summary		PREMERA (Prime Network)	KAISER/GROUP HEALTH
Cost Share Options	In-Network Annual Deductible (pharmacy not subject)	\$150 per Member/ \$450 Family	\$150 per Member/ \$450 Family
	In-Network Out of Pocket Annual Maximum (does not include deductible)	\$2,000 per Member/ \$4,000 Family	\$2,000 per Member/ \$4,000 Family
	Coinsurance (most services)	80/20% 60/40% out of network	90/10%
	Out-of-Network Out of Pocket Annual Maximum	\$4,000	N/A
Health Care Provider Visit (Office or Clinic)	Primary Care visit to treat illness or injury	\$20 copay	\$20 copay
	Specialist visit	\$20 copay	\$20 copay
	Chiropractic	Deductible + coinsurance; 30 visits PCY	\$20 copay; 10 visits PCY
	Acupuncture	Deductible + coinsurance; 24 visits PCY	\$20 copay; 8 visits PCY
If you have a test	Preventive Care (exams)	Covered in Full	Covered in Full
	Diagnostic (outpatient) X-Ray and Lab	No charge for first \$100, then deductible + coinsurance	Deductible + coinsurance
Pharmacy Benefits	Imaging (CT/PET scans, MRIs) – Prior authorization required	No charge for first \$100, then deductible + coinsurance	Deductible + coinsurance
	Pharmacy generic, 30-day supply	\$15 copay	\$15 copay
	Pharmacy brand, preferred and non-preferred	\$30 copay	\$30 copay Non-preferred generic/brand drugs not covered
Vision Exam & Hardware	Mail Order Generic/Preferred Brand & Non-Preferred Brand	\$20/\$60	2X prescription cost share
	Adults age 19 or over	\$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months	\$20 copay – 1 Exam every 12 months Hardware: \$300* every 24 months
	Children under age 19	1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance)	1 exam PCY covered in full Hardware: 1 pair of frames PCY; 1 pair of lenses or contacts PCY (covered at 50% coinsurance)
Emergency Services		\$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply	\$100 copay at all facilities (copay waived if admitted); deductible + coinsurance apply

Note: Estimated savings of 7.8% as shown.

\*Increase to vision hardware adds .25% to rates previously discussed.

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2016-0961
<u>Renews #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KELLY KEENAN 625-6056	<u>Project #</u>	
<u>Contact E-Mail</u>	KKEENAN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	2018 BUDGET
<u>Agenda Item Name</u>	1680 - HSG PUBLIC SERVICE PROJECT RENEWALS		

Agenda Wording

Approve the renewal of Human Services Grant (HSG) funding for nine public services projects that were originally awarded funds for 1/1/17-12/31/17. The renewals will provide support to the projects from 1/1/18-6/30/19.

Summary (Background)

In December 2016, City Council approved funding recommendations for the 2017 public services projects. Ten of these projects were HSG funded and the awards will expire at the end of the calendar year. In order to bridge the gap until the next CHHS award cycle (July 2019), the Department has planned to renew support for funded projects through June of 2019 based on performance evaluations. The attached briefing paper and table go into further detail about the process and renewal recommendations.

<u>Fiscal Impact</u>	Grant related?	YES	<u>Budget Account</u>
	Public Works?	NO	
Expense	\$ 410,000 (2018)		# 0300-53010-65410-54201-99999
Expense	\$ 205,000 (January - June 2019)		# 0300-53010-65410-54201-99999
Select	\$		#
Select	\$		#
<u>Approvals</u>			<u>Council Notifications</u>
<u>Dept Head</u>		KEENAN, KELLY	<u>Study Session</u>
<u>Division Director</u>		MALLAHAN, JONATHAN	PS&CH - 12/4/2017
<u>Finance</u>		DOVAL, MATTHEW	<u>Other</u>
<u>Legal</u>		DALTON, PAT	<u>Distribution List</u>
<u>For the Mayor</u>		DUNIVANT, TIMOTHY	jmallahan
Additional Approvals			dkinder
<u>Purchasing</u>			kkeen
			cbrown
			swilson
			gdahl

## Briefing Paper

### Public Safe & Community Health

<b>Division &amp; Department:</b>	NBS - CHHS
<b>Subject:</b>	HSG-Funded Public Services Renewals
<b>Date:</b>	11/21/17
<b>Author (email &amp; phone):</b>	<a href="mailto:kkeenanan@spokanecity.org">kkeenanan@spokanecity.org</a> 625-6056
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan – Healthy Community
<b>Strategic Initiative:</b>	Reduce Homelessness & Protect Vulnerable Populations
<b>Deadline:</b>	Renewal Funding Anticipated to start 1/1/18
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These renewals allow partner agencies to continue providing critical public services while stakeholders continue preparing for the five-year NOFA.
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>CHHS is seeking City Council approval to renew Human Services Grant (HSG) funding for nine Public Services projects that were originally awarded funds for 1/1/17-12/31/17. The renewals will provide support to the projects from 1/1/18-6/30/19, at which point the new awards associated with the first CHHS five-year NOFA will begin.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>In December 2016, the CHHS Board approved funding recommendations for 17 Public Services Projects. CHHS staff then made awards for those 17 projects using a combination of HSG and CDBG funds based on risk assessment and agency capacity to administer public funds. Of the 17 awards, ten were HSG funded, six were CDBG funded, and one was jointly funded with both sources.</li> <li>Projects funded with HSG dollars carried a 1/1/17-12/31/17 term.</li> <li>In 2017 CHHS staff began to engage with stakeholders in planning for changes to the funding cycles administered by the Department, with the intent to maximize community impact, achieve alignment with strategic planning documents and to gain greater capacity for program delivery and evaluation. One of the most significant features of the changes is a movement to five-year funding for service-based projects, rather than one or two-year funding. The Notice of Funding Availability for the five-year funding will be released in fall of 2018 and the resulting grant awards will begin 7/1/19.</li> <li>In order to bridge the gap between when the 2017 HSG-funded Public Services awards end (12/31/17) and when the first five year awards will begin, CHHS has planned to renew support for funded projects for 18 months, through 6/30/19 based on performance evaluation.</li> <li>CHHS staff evaluated the 10 HSG-funded public services projects for outcome achievement and compliance with the City's funding agreements. The initial results of that evaluation were approved by the CHHS Board on 11/1/17. Final evaluation and recommendations, including</li> </ul>	

full renewal funding for six projects, and reduced renewal funding for three projects will go before the CHHS Board on 12/6/17. One project is not being recommended for renewal due to performance concerns.

- CHHS is seeking City Council approval to renew HSG funding (through 6/30/19) for nine of the 10 HSG-funded Public Services projects as detailed in the attached table.
- If approved, Renewal funding for these projects will be provided in two phases, with the first provided for 1/1/18-12/31/18 and the second for 1/1/19-6/30/19 to align with the City's budgeting cycle.
- All renewals will be subject to ongoing evaluation and compliance with the City's funding agreements.
- CDBG-funded Public Services projects carried a term of 7/1/17-6/30/18 and will be evaluated for renewal funding in the spring of 2018.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: These renewal will be funded out of the 2018 General Fund allocation to CHHS.

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

HSG-Funded Public Services Awards - Renewal Recommendations 11.21.17						
Grantee	Project Name	Total 2017 Award	Recommendation	Renewal Phase 1 (1/1/18-12/31/18)	Renewal Phase 2 (1/1/19-6/30/19)	Total Renewal Funding
CHAS	Dental Voucher Program	\$40,000	Renew	\$40,000	\$20,000	\$60,000
INW Assoc. Gen. Contractors Apprenticeship	Headstart to the Construction Trades	\$60,000	Renew	\$60,000	\$30,000	\$90,000
Lutheran Community Services Northwest	SAFeT Advocacy and Prevention	\$80,000	Renew	\$80,000	\$40,000	\$120,000
Transitions	Miryam's House Alumni Program	\$25,000	Renew	\$25,000	\$12,500	\$37,500
Women & Children's Free Restaurant	Expanding Access to Essential Nutrition in Spokane	\$50,000	Renew	\$50,000	\$25,000	\$75,000
YWCA	Economic Empowerment Advocacy for Survivors of Domestic Violence	\$50,000	Renew	\$50,000	\$25,000	\$75,000
Partners w/ Families & Children	Children's Advocacy Center Child and Family Services Coordination	\$55,000	Renew with \$5,000 annual reduction	\$50,000	\$25,000	\$75,000
Spokane Neighborhood Action Partners (SNAP)	Spokane Ride To Care	\$46,000	Renew with \$16,000 annual reduction	\$30,000	\$15,000	\$45,000
West Central Community Dev. Association	West Central Community Center Youth Program	\$30,000	Renew with \$5,000 annual reduction	\$25,000	\$12,500	\$37,500
Project Hope	Riverfront Farm	\$30,000	Do not renew	\$0	\$0	\$0
<b>TOTALS</b>		<b>\$466,000</b>		<b>\$410,000</b>	<b>\$205,000</b>	<b>\$615,000</b>

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

12/18/2017

<u>Date Rec'd</u>	12/7/2017
<u>Clerk's File #</u>	OPR 2017-0876
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	RFP 4340-17
<u>Agenda Item Name</u>	5300 VOLT WORKFORCE SOLUTIONS CONTRACT FOR RFP 4340-17		

Agenda Wording

RFP 4340-17 Utilized 2 vendors to provide Project Management Consultant Services for the PMO: Nuvodia & Volt. Volt will need to have a separate contract from the Nuvodia contract (OPR 2017-0267. Funds will be transferred from the original funds

Summary (Background)

Volt Workforce Solutions will be a secondary vendor for Project Management Consulting to assist the Innovation and Technology Division (ITSD) Project Management Office with support and management of priority projects for the City. The Innovation and Technology Services Division is down to one out of three (1 of 3) positions authorized. ITSD has been without the Senior PM position for over one year after recruitment failed to mature to a selected candidate

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	December 18, 2017
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

...allocated to Nuvodia. No additional funds are being requested at this time

Summary (Background)

due to this nine month process and unforeseen circumstances related to classification and testing updates ITSD has been delayed hiring a replacement which is now just been posted. Based on prior history, it will take at least 3-6+ months to interview, select, start and get a new person up to speed. Further, a second Project Manager vacancy has been open since August when we lost our PM that was also our acting Senior Project Manager. In order to keep momentum with the 83 active City projects ITSD needed immediate PM resources to keep on schedule. Additionally, departments have asked for assistance outside normal PM staffing levels to temporarily assist for up to six months on projects such as in the Development Service Center assisting a number of one time permit process improvements for the benefit of citizens and businesses in the City.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Volt Workforce Solutions Contract for RFP 4340-17
<b>Date:</b>	12/18/17
<b>Author (email &amp; phone):</b>	Christina Coty -6478
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch & Mike Sloon
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – PMO Budget, and Project Management initiatives assigned to prioritized IT/business projects.
<b>Strategic Initiative:</b>	Delivery of IT services and support in support of the business needs and requirements of the departments/divisions within the City.
<b>Deadline:</b>	End of 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Outcome is based on work completed as defined, tracked, and reported for each active/approved project.

**Background/History:** *Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.*

Volt Workforce Solutions will be a secondary vendor for Project Management Consulting to assist the Innovation and Technology Division (ITSD) Project Management Office with support and management of priority projects for the City.

Out of the contract annual funds of \$279,480.00; \$69,867.00 (one time) will be allocated for Volt Workforce Solutions.

The Innovation and Technology Services Division is down to one out of three (1 of 3) positions authorized. ITSD has been without the Senior PM position for over one year after recruitment failed to mature to a selected candidate (the candidate offered opted not to move to Spokane to accept the position, one other qualified candidate bowed out during the process, and no other candidates were found to have the right level of qualifications); due to this nine month process and unforeseen circumstances related to classification and testing updates ITSD has been delayed hiring a replacement which is now just been posted. Based on prior history, it will take at least 3-6+ months to interview, select, start and get a new person up to speed. Further, a second Project Manager vacancy has been open since August when we lost our PM that was also our acting Senior Project Manager. In order to keep momentum with the 83 active City projects ITSD needed immediate PM resources to keep on schedule. Additionally, departments have asked for assistance outside normal PM staffing levels to temporarily assist for up to six months on projects such as in the Development Service Center assisting a number of one time permit process improvements for the benefit of citizens and businesses in the City.

#### Executive Summary:

- *RFP 4340-17 utilized two vendors to provide Project Management Consultant Services for the PMO: Nuvodia & Volt.*
- *Volt needs to have a separate contract from the original Nuvodia contract (OPR 2017-0267).*
- *Funds will be transferred from the original funds allocated to Nuvodia.*
- *No additional funds are being requested at this time.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: Increase the Project Management staffing resources to help off-set the demand that FTE staff can not accomplish.

Known challenges/barriers:

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

12/18/2017

<u>Date Rec'd</u>	12/7/2017
<u>Clerk's File #</u>	OPR 2013-0091
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR18729
<u>Agenda Item Name</u>	5300 - INTERLOCAL ESRI ELA FUNDS INCREASE		

Agenda Wording

Requesting \$42,000 in additional funds to cover invoices from September to the end of the year. In 2017 we purchased Esri premium support which increased the price of the monthly invoice. In the Inter-local agreement there is a billing clause in

Summary (Background)

Involved agencies are: Spokane County, Cities of Spokane and Spokane Valley, Spokane Regional Health District & SRTC. This agreement provides numerous benefits including a lower cost per unit for licensed software, reduced administrative procurement expenses, maintenance on all ESRI software deployed within the organization, & complete flexibility to deploy software products when and where needed. Remittance address: Spokane County Treasurer PO Box 2244 Spokane, WA 99210-2244

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

Expense	\$ 42,000.00	# 5300-41630-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Finance 12/18/2017
<u>Division Director</u>	SLOON, MICHAEL	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Contract Accounting - mdoval@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokancity.org	
		Taxes & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

which this year's funds are collected and applied to next years Esri bill. The clause allowed us to be billed for 2017 premium support in one lump sum and also billed for 2018 premium support. This was not figured into the contract request presented to council in January 2017, which caused us to be short in funds for the last 4 months.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Interlocal ESRI ELA Funds increase
<b>Date:</b>	12/18/17
<b>Author (email &amp; phone):</b>	Christina Coty
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch & Mike Sloon
<b>Committee(s) Impacted:</b>	Finance & Technology Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – GIS Budget for continued Inter-Local ESRI Enterprise License Agreement Premium Support
<b>Strategic Initiative:</b>	Lower cost –per-unit for licensed software, reduced administrative procurement expenses, maintenance on all ESRI software deployed within the organization.
<b>Deadline:</b>	End of 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Reduced overall cost for GIS
<b>Background/History:</b> Involved agencies are: Spokane County, Cities of Spokane and Spokane Valley, Spokane Regional Health District & SRTC. This agreement provides numerous benefits including a lower cost per unit for licensed software, reduced administrative procurement expenses, maintenance on all ESRI software deployed within the organization, & complete flexibility to deploy software products when and where needed. Remittance address: Spokane County Treasurer PO Box 2244 Spokane, WA 99210-2244 This contract is a four (4) year contract ending in 2021	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• <i>Requesting \$42,000 in additional funds to cover invoices from September to the end of the year.</i></li> <li>• <i>In 2017 we purchased Esri premium support which increased the price of the monthly invoice</i></li> <li>• <i>In the Inter-local agreement there is a billing clause in which this year's funds are collected and applied to next years Esri bill.</i></li> <li>• <i>The clause allowed us to be billed for 2017 premium support in one lump sum and also billed for 2018 premium support.</i></li> <li>• <i>This was not figured into the contract request presented to council in January 2017, which caused us to be short in funds for the last 4 months.</i></li> </ul>	

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

DRAFT



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

12/18/2017

<u>Date Rec'd</u>	12/13/2017
<u>Clerk's File #</u>	CPR 2017-0002
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	LEONARD DAVIS 625-6028
<u>Contact E-Mail</u>	LDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Claim Item
<u>Agenda Item Name</u>	5600-CLAIMS-2017

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/8/17.  
Total:\$ 4,996,972.71 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ 4,295,039.44

**Summary (Background)**

Pages 1-35 Check numbers: 543712 - 543972 ACH payment numbers: 44823 - 45074 On file for review in City Clerks Office: 35 Page listing of Claims NOTE:

<u>Fiscal Impact</u>	Grant related? Public Works? NO	<u>Budget Account</u>
Expense \$ 4,295,039.44		# Various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 49

APPROVAL FUND SUMMARY

DATE: 12/11/17  
TIME: 07:47  
PAGE: 1

FUND	FUND NAME	AMOUNT
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0100	GENERAL FUND	292,218.99
1100	STREET FUND	266,578.94
1200	CODE ENFORCEMENT FUND	3,548.34
1300	LIBRARY FUND	15,641.83
1360	MISCELLANEOUS GRANTS FUND	0.00
1400	PARKS AND RECREATION FUND	27,289.97
1450	UNDER FREEWAY PARKING FUND	2,898.92
1460	PARKING METER REVENUE FUND	3,542.63
1510	SPOKANE RGL EMERG COM SYS	407.55
1560	FORFEITURES & CONTRIBUTION FND	609.28
1620	PUBLIC SAFETY & JUDICIAL GRANT	1,043.17
1630	COMBINED COMMUNICATIONS CENTER	15,767.25
1640	COMMUNICATIONS BLDG M&O FUND	497.37
1680	CD/HS OPERATIONS	4,132.31
1910	CRIMINAL JUSTICE ASSISTANCE FD	19,348.67
1940	CHANNEL FIVE EQUIPMENT RESERVE	267.52
1970	FIRE/EMS FUND	102,206.58
3200	ARTERIAL STREET FUND	14,996.13
3346	UTGO 2015 PARKS	509.01-
4100	WATER DIVISION	176,450.47
4250	INTEGRATED CAPITAL MANAGEMENT	59,796.52
4300	SEWER FUND	170,908.19
4340	WATER/WW REVENUE BOND FUND	29,825.87
4480	SOLID WASTE FUND	107,951.99
4490	SOLID WASTE DISPOSAL	308,141.02
4600	GOLF FUND	2,171.25
4700	DEVELOPMENT SVCS CENTER	21,226.13
5100	FLEET SERVICES FUND	183,919.36
5110	FLEET SVCS EQUIP REPL FUND	60,739.78
5200	PUBLIC WORKS AND UTILITIES	5,317.10
5300	IT FUND	74,010.62
5310	IT CAPITAL REPLACEMENT FUND	16,904.62
5400	REPROGRAPHICS FUND	2,562.00
5600	ACCOUNTING SERVICES	11,114.74
5700	MY SPOKANE	1,914.82
5800	RISK MANAGEMENT FUND	25,389.36
5810	WORKERS' COMPENSATION FUND	1,869.21
5820	UNEMPLOYMENT COMPENSATION FUND	523.92
5830	EMPLOYEES BENEFITS FUND	306,481.19
5900	ASSET MANAGEMENT FUND OPS	51,297.76
5901	ASSET MANAGEMENT FUND CAPITAL	139,115.48
6060	EMPLOYEES' RETIREMENT FUND	969.56
6070	FIREFIGHTERS' PENSION FUND	2,682.02
6080	POLICE PENSION FUND	3,462.01
6750	SPOKANE REGIONAL TRANS COUNCIL	19.23
6785	TRANSPORTATION BENEFIT DIST	16,216.85
6960	SALARY CLEARING FUND NEW	1,743,571.93
TOTAL:		4,295,039.44

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 49

DATE: 12/11/17  
TIME:  
PAGE: 1

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/11/17  
PAGE 2

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

## 0020 - NONDEPARTMENTAL

SOFTWAREONE INC	OTHER MISC CHARGES ACH PMT NO. - 80045050	878.60
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80045056	9,860.40
TOTAL FOR 0020 - NONDEPARTMENTAL		10,739.00

## 0030 - POLICE OMBUDSMAN

BART LOGUE	AIRFARE ACH PMT NO. - 80044849	400.40
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	150.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	604.35
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,154.75

## 0100 - GENERAL FUND

CASCADE EARTH SCIENCES NATURAL SOLUTIONS FOR WATER	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00543749	2,892.25
COLIN CAREW 3408 8TH AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00543952	1,000.00
CONTINENTAL CONTRACTORS INC PO BOX 454	PERMIT REFUNDS PAYABLE CHECK NO. - 00543954	2,550.00
DEBORAH GAY PERRY 7878 N WILDING DR APT 63	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00543953	1,000.00
SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80045054	9,489.50
THE FA BARTLETT TREE EXPERT CO 6805 NE 175TH ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00543924	140.00
WALKER CONSTRUCTION PO BOX 3901	PERMIT REFUNDS PAYABLE CHECK NO. - 00543716	1,335.00
TOTAL FOR 0100 - GENERAL FUND		18,406.75

## 0230 - CIVIL SERVICE

CHANCE BELTON 200 S 3RD ST	PROFESSIONAL SERVICES CHECK NO. - 00543724	294.28
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HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/11/17  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80044866	35.00
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	645.00
JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80044844	35.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80044867	35.00
PAMELA DECOUNTER	OTHER MISC CHARGES ACH PMT NO. - 80044834	35.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80044858	35.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,042.60
TOTAL FOR 0230 - CIVIL SERVICE		3,156.88
0260 - CITY CLERK		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	215.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	1,319.53
TOTAL FOR 0260 - CITY CLERK		1,534.53
0320 - COUNCIL		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	550.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80045072	7,500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,408.21
TOTAL FOR 0320 - COUNCIL		10,458.21
0330 - PUBLIC AFFAIRS/COMMUNICATIONS		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	480.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,034.47
HONORABLE MAYOR AND COUNCIL MEMBERS		12/11/17 PAGE 4
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80045064	40.01
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		2,554.48

## 0370 - ENGINEERING SERVICES

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80044983	741.97
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80045023	248.02
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	3,360.00
T-MOBILE	CELL PHONE CHECK NO. - 00543776	174.49
T-MOBILE	IT/DATA SERVICES CHECK NO. - 00543776	123.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	13,042.00
TOTAL FOR 0370 - ENGINEERING SERVICES		17,689.96

## 0410 - FINANCE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	690.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,982.35
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045064	189.32
TOTAL FOR 0410 - FINANCE		3,861.67

## 0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	150.00
SALLY STOPHER	AIRFARE ACH PMT NO. - 80045013	599.59
SALLY STOPHER	LODGING ACH PMT NO. - 80045013	1,905.29
SALLY STOPHER	PER DIEM ACH PMT NO. - 80045013	275.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	913.92
TOTAL FOR 0430 - GRANTS MANAGEMENT		3,843.80

## 0450 - COMM &amp; NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	150.00
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US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	752.14

TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	902.14
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0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80045024	97.77
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	75.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	293.47

TOTAL FOR 0470 - HISTORIC PRESERVATION	466.24
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0500 - LEGAL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	1,715.00
JENNY TUPPER MOOMAW	INTERPRETER COSTS	
DBA INTERPRETER SERVICES	ACH PMT NO. - 80044910	234.38
THOMSON WEST	PUBLICATIONS	
WEST PUBLISHING PAYMENT CTR	ACH PMT NO. - 80045060	4,116.72
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	9,012.71
YWCA	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80044943	2,251.53

TOTAL FOR 0500 - LEGAL	17,330.34
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0520 - MAYOR

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	240.00

HONORABLE MAYOR	12/11/17
AND COUNCIL MEMBERS	PAGE 6

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	1,340.68

TOTAL FOR 0520 - MAYOR	1,580.68
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0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	210.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	1,046.96



TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

1,256.96

0560 - MUNICIPAL COURT

ALEXANDRA NOWAK	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00543726	389.48
CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80044987	115.78
COMCAST	IT/DATA SERVICES CHECK NO. - 00543940	106.17
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	1,466.00
SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OPERATING SUPPLIES CHECK NO. - 00543774	32.64
TWISTED PAIR ENTERPRISES LLC	MINOR EQUIPMENT CHECK NO. - 00543732	509.18
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80045062	133.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	6,582.68

TOTAL FOR 0560 - MUNICIPAL COURT

9,335.49

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	473.95

TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER

608.95

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/11/17  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0620 - HUMAN RESOURCES

DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80044890	108.52
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	528.77
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	85.00
SKILLSOFT CORPORATION	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80044923	13,441.30
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,016.74

TOTAL FOR 0620 - HUMAN RESOURCES

16,180.33

## 0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	900.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	3,088.15
TOTAL FOR 0650 - PLANNING SERVICES		3,988.15

## 0680 - POLICE

AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00543937	353.66
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80044825	122.53
B & B TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80044950	159.12
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00543938	267.51
CENTURYLINK	TELEPHONE CHECK NO. - 00543938	431.25
COMCAST	IT/DATA SERVICES CHECK NO. - 00543751	305.17
DIVINES TOWING/DIV OF DIVINE CORP	TOWING EXPENSE ACH PMT NO. - 80044955	70.72
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80044956	159.12

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/11/17  
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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80044900	88.11
GALLS LLC	CLOTHING ACH PMT NO. - 80045029	4,319.39
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80045029	1,695.18
GILMAN, CURALLI & GILMAN DO PS	MEDICAL SERVICES CHECK NO. - 00543753	241.00
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80045033	803.31
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	69,012.75
INLAND IMAGING LLC	MEDICAL SERVICES CHECK NO. - 00543754	90.00
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80045038	56.30

LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80044850	423.72
M SCHRODER LLC DBA ROUSE'S TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80044971	70.72
NEXTEL COMMUNICATIONS	MOBILE BROADBAND CHECK NO. - 00543757	455.64
SOUTHERN POLICE INSTITUTE	REGISTRATION/SCHOOLING CHECK NO. - 00543760	3,585.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80045054	1,674.88
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80045054	28.81
SPOKANE INTERNAL MEDICINE PS	MEDICAL SERVICES CHECK NO. - 00543729	175.00
T & T AUTOMOTIVE & TOWING	TOWING EXPENSE ACH PMT NO. - 80044975	247.52
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00543758	20.38
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00543759	37.24
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	40,228.83
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045064	14,477.36

HONORABLE MAYOR  
AND COUNCIL MEMBERS

12/11/17  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	MOBILE BROADBAND ACH PMT NO. - 80045064	14,719.65
VERIZON WIRELESS BELLEVUE	SMART PHONES, IPAD, TABLETS ACH PMT NO. - 80045064	200.00-
VIPER ENTERPRISES LLC DBA FRANKS AND INLAND TOWING	TOWING EXPENSE ACH PMT NO. - 80044979	354.35
WA ASSN OF SHERIFFS & POLICE CHIEFS	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00543735	75.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	EXTRA DUTY CHECK NO. - 00543967	782.56
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	OVERTIME-UNIFORM CHECK NO. - 00543967	3,254.69
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00543967	3,923.33-
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00543968	625.00

TOTAL FOR 0680 - POLICE

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155,288.14

## 0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80045023	52.31
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80044898	30.37
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	680.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,337.32
TOTAL FOR 0690 - PROBATION SERVICES		3,100.00

## 0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	1,385.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	6,339.77
TOTAL FOR 0700 - PUBLIC DEFENDER		7,724.77

## 0750 - ECONOMIC DEVELOPMENT

HONORABLE MAYOR 12/11/17  
AND COUNCIL MEMBERS PAGE 10

## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	135.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	921.77
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		1,056.77

## 1100 - STREET FUND

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80044983	980.19
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80044948	15.78
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80045017	193,915.92
CENTURYLINK	TELEPHONE CHECK NO. - 00543938	242.66
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044832	2,004.10
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045036	2,588.52
DELL MARKETING LP	OFFICE SUPPLIES	

%DELL USA LP	ACH PMT NO. - 80044890	37.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	4,732.19
JAMAR TECHNOLOGIES INC	MINOR EQUIPMENT CHECK NO. - 00543713	4,487.00
JOSHUA M WARREN	PERMITS/OTHER FEES CHECK NO. - 00543736	45.00
MCCAIN TRAFFIC SUPPLY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00543721	17,265.48
NARWHAL MET LLC dba WEATHERNET LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80044939	445.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80044947	79.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	663.25
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045049	132.87
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	20,346.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045064	669.82
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	394.86
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	628.81
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80045067	9,758.91
WESTERN PACIFIC SIGNAL LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044861	7,145.60

TOTAL FOR 1100 - STREET FUND 266,578.94

1200 - CODE ENFORCEMENT FUND

CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80044966	454.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	570.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	2,523.73

TOTAL FOR 1200 - CODE ENFORCEMENT FUND 3,548.34

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	2,305.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	13,336.83
TOTAL FOR 1300 - LIBRARY FUND		15,641.83

1360 - MISCELLANEOUS GRANTS FUND

CASCADE EARTH SCIENCES	CONTRACTUAL SERVICES	
NATURAL SOLUTIONS FOR WATER	CHECK NO. - 00543749	2,892.25
CASCADE EARTH SCIENCES	GRANT CASH PASS THRU ACCOUNT	
NATURAL SOLUTIONS FOR WATER	CHECK NO. - 00543749	2,892.25-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

1400 - PARKS AND RECREATION FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CDW GOVERNMENT INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80044987	2,494.17
DELL MARKETING LP	IT REPLACEMENT	
%DELL USA LP	ACH PMT NO. - 80044988	1,524.92
DELL MARKETING LP	OPERATING SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	496.11
FEDERAL EXPRESS CORP/DBA FEDEX	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80045028	3.78
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80045028	43.84
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	3,252.79
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	ACH PMT NO. - 80044916	1,291.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	18,183.36
TOTAL FOR 1400 - PARKS AND RECREATION FUND		27,289.97

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80044873	2,898.92
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		2,898.92

1460 - PARKING METER REVENUE FUND

DELL MARKETING LP	OPERATING SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	152.30
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	610.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	2,614.07
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80045064	166.26

TOTAL FOR 1460 - PARKING METER REVENUE FUND	3,542.63
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1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	75.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	277.33
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80045064	55.22

TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS	407.55
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1560 - FORFEITURES & CONTRIBUTION FND

CARRIE L PAETSCH	LEGAL SERVICES	
DBA NORTH COUNTRY SERVICES	ACH PMT NO. - 80044914	65.28
FIRST AMERICAN TITLE INS	LEGAL SERVICES	
	ACH PMT NO. - 80044901	544.00

TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND	609.28
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1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	806.63
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	226.81
WASHINGTON LEOFF	OVERTIME-UNIFORM	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00543967	9.73

TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT	1,043.17
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1630 - COMBINED COMMUNICATIONS CENTER

COCHRAN INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80045022	2,718.20
DELL MARKETING LP	COMPUTERS	



%DELL USA LP	ACH PMT NO. - 80044835	5,488.94
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	1,339.30
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00543950	1,122.80
US BANK	PER DIEM	
FIRE DEPT ADVANCE TRAVEL	ACH PMT NO. - 80044934	708.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	4,179.55
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80044860	130.44

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES	
	ACH PMT NO. - 80044860	80.02

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER	15,767.25
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1640 - COMMUNICATIONS BLDG M&O FUND

CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80044831	497.37

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	497.37
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1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	525.00

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	3,607.31

TOTAL FOR 1680 - CD/HS OPERATIONS	4,132.31
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1910 - CRIMINAL JUSTICE ASSISTANCE FD

WA ASSN OF SHERIFFS & POLICE	STATE OF WASHINGTON	
CHIEFS	CHECK NO. - 00543935	19,348.67

TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	19,348.67
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1940 - CHANNEL FIVE EQUIPMENT RESERVE

VMI INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80044935	267.52

TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	267.52
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1970 - FIRE/EMS FUND

BRIAN SCHAEFFER	PER DIEM ACH PMT NO. - 80044870	132.00
BRIDGET A LUBY	REGISTRATION/SCHOOLING ACH PMT NO. - 80044868	52.50
CENTURYLINK	TELEPHONE CHECK NO. - 00543712	219.66
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80044831	3,729.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRAIG D CORNELIUS	PUBLICATIONS ACH PMT NO. - 80044864	370.35
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80044896	856.85
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80045028	5.77
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	11,023.61
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543950	38,452.43
KERSHAW INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80044963	1,472.24
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044915	524.32
NORCO INC	MINOR EQUIPMENT ACH PMT NO. - 80044913	2,164.81
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80044913	28.67
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80044969	110.43
SCOTT TECHNOLOGIES INC DBA SCOTT SAFETY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044853	2,687.34
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80044927	1,495.03
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044933	320.96
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	FIRE EQUIPMENT ACH PMT NO. - 80044859	598.40
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	SAFETY SUPPLIES ACH PMT NO. - 80044859	42.38
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80044859	126.21
US BANK FIRE DEPT ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80044934	1,240.00

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	22,342.90
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045064	2,859.07
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80045064	6,994.67

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00543967	4,322.65
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80044863	33.97

TOTAL FOR 1970 - FIRE/EMS FUND

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102,206.58

3200 - ARTERIAL STREET FUND

ADAMS & CLARK INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045015	1,417.16
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045020	2,015.84
KNOX PRESBYTERIAN CHURCH 806 WEST KNOX AVE	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00543723	150.00
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045004	475.30
THAXTON PARKINSON PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80044932	8,250.00
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80044936	2,198.83
WITHERSPOON BRAJCICH MCPHEE PLLC	RIGHT OF WAY ACH PMT NO. - 80045069	489.00

TOTAL FOR 3200 - ARTERIAL STREET FUND

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14,996.13

3346 - UTGO 2015 PARKS

GRAYBAR ELECTRIC COMPANY INC	OTHER CAPITALIZED COSTS ACH PMT NO. - 80044904	509.01-
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TOTAL FOR 3346 - UTGO 2015 PARKS

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509.01-

4100 - WATER DIVISION

AACRES OF WA 5709 W SUNSET HIGHWAY #100	REFUNDS CHECK NO. - 00543717	27.10
ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80044824	5,211.92
AMERICAN WATER WORKS ASSN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	

	CHECK NO. - 00543770	9,689.00
BACON CONCRETE INC	PAVING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80044826	21,873.80
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
BETH FITTERER	REFUNDS	
11301 S FREYA ST	CHECK NO. - 00543718	126.28
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80044959	38,142.45
COWLES PUBLISHING COMPANY	CONSTRUCTION OF FIXED ASSETS	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80045024	190.40
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80044989	8.96
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80045028	273.00
FERGUSON ENTERPRISES INC	INVENTORY PURCHASES FOR WATER	
dba FAMILIAN NW INC	ACH PMT NO. - 80044841	2,099.84
FERGUSON ENTERPRISES INC	REPAIR & MAINTENANCE SUPPLIES	
dba FAMILIAN NW INC	ACH PMT NO. - 80044899	10,301.17
FIKES NORTHWEST INC/DIV OF	CONTRACTUAL SERVICES	
VIKING LOGIC INC	ACH PMT NO. - 80044992	40.67
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80044906	1,601.48
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	7,506.00
ITRON INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80044998	44,390.40
KRISTIN WARNER	REFUNDS	
1304 W FREDRICK AVE	CHECK NO. - 00543719	16.10
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80044913	9.08
NORTHLAND HEARING CENTERS INC	REFUNDS	
PO BOX 1503	CHECK NO. - 00543720	14.01
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	ACH PMT NO. - 80044916	825.00
OXARC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80045046	32.64
QLT CONSUMER LEASE SERVICES	TELEPHONE	
INC	CHECK NO. - 00543929	14.92
SPOKANE CITY TREASURER	DEPOSIT - U-HELP	
	CHECK NO. - 00543930	253.50
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00543930	892.50
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00543932	795.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TANNER FROST 3108 W GRACE	REFUNDS CHECK NO. - 00543922	66.48
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	29,860.81
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80045007	2,187.00
TOTAL FOR 4100 - WATER DIVISION		176,450.47

4250 - INTEGRATED CAPITAL MANAGEMENT

BETH FITTERER 11301 S FREYA ST	REFUNDS CHECK NO. - 00543718	27.89
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045020	2,945.16
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045024	446.74
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045035	4,924.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	700.00
KRISTIN WARNER 1304 W FREDRICK AVE	REFUNDS CHECK NO. - 00543719	27.89
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045039	44,285.19
NORTHLAND HEARING CENTERS INC ATTN: TED WILLAFORD	REFUNDS CHECK NO. - 00543920	27.89
STANTEC CONSULTING SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80044926	3,359.25
TANNER FROST 3108 W GRACE	REFUNDS CHECK NO. - 00543922	27.89
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	3,024.01
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		59,796.52

4300 - SEWER FUND

BETH FITTERER 11301 S FREYA ST	REFUNDS CHECK NO. - 00543718	33.89
KRISTIN WARNER 1304 W FREDRICK AVE	REFUNDS CHECK NO. - 00543719	33.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHLAND HEARING CENTERS INC	REFUNDS	
ATTN: TED WILLAFORD	CHECK NO. - 00543920	79.66
TANNER FROST	REFUNDS	
3108 W GRACE	CHECK NO. - 00543922	33.89
TOTAL FOR 4300 - SEWER FUND		----- 181.33

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80044872	1,476.37
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80044949	241.88
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00543771	330.24
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80044884	649.76
CPM DEVELOPMENT CORP DBA	OTHER REPAIRS/MAINT SUPPLIES	
CENTRAL PRE-MIX CONCRETE CO	ACH PMT NO. - 80044881	738.44
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	3,785.00
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	ACH PMT NO. - 80044916	240.75
PACIFIC PETROLEUM & SUPPLY	OTHER REPAIRS/MAINT SUPPLIES	
PACIFIC PETROLEUM DIST INC	ACH PMT NO. - 80045000	554.88
SNIPES, BRIAN C	PERMITS/OTHER FEES	
	CHECK NO. - 00543728	75.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES	
	CHECK NO. - 00543930	892.49
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES	
	CHECK NO. - 00543933	600.00
T-MOBILE	CELL PHONE	
	CHECK NO. - 00543934	477.76
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	12,627.64
WILLIAM R PEACOCK	LODGING	
	ACH PMT NO. - 80044869	101.04
WILLIAM R PEACOCK	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80044869	346.15
WILLIAM R PEACOCK	PER DIEM	
	ACH PMT NO. - 80044869	80.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION

23,217.40

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	HEATING SUPPLIES ACH PMT NO. - 80044874	931.09
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80044874	12,563.78
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80044874	3,352.18
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80044883	1,095.61
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00543750	2,739.32
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80044953	1,510.21
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80044889	4,533.13
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80044897	2,359.50
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80044957	1,157.72
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	MISC SERVICES/CHARGES ACH PMT NO. - 80044900	47.45
GRANICH ENGINEERED PRODUCTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044903	3,603.46
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	5,895.00
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80044908	105.90
JOHNSON POWER LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044962	22,910.00
LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044894	3,802.56
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	204.75
POINTE PEST CONTROL	CONTRACTUAL SERVICES ACH PMT NO. - 80044968	1,463.36
SEAL ANALYTICAL INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044972	4,295.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SNO VALLEY PROCESS SOLUTIONS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044973	1,356.74
SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80044929	252.00

TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80044931	587.00
T-MOBILE	CELL PHONE CHECK NO. - 00543934	10.91
UNITED TECHNOLOGY CORP dba OTIS ELEVATOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80044977	4,243.20
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	24,738.53
US DEPT OF INTERIOR/GEOLOGICAL SURVEY/DOI-USGS	PROFESSIONAL SERVICES CHECK NO. - 00543734	5,960.00
VERIZON WIRELESS BELLEVUE	TELEPHONE ACH PMT NO. - 80045064	985.66
WA STATE DEPT OF ECOLOGY CASHERING UNIT	PERMITS/OTHER FEES ACH PMT NO. - 80044937	1,830.00
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	2,016.08
WHITNEY EQUIPMENT COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045009	31,790.26
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		146,340.40
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4340 - WATER/WW REVENUE BOND FUND		
-----		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045020	333.15
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045024	1,192.30
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045035	4,301.67
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045039	23,998.75
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		29,825.87
-----		
4360 - ENVIRONMENTAL PROGRAMS		
-----		
CATHERINE D OLSEN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80045012	89.48
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
DOUGLAS GREENLUND	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80045011	59.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	225.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	795.36



TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS

1,169.06

4480 - SOLID WASTE FUND

BETH FITTERER	REFUNDS	
11301 S FREYA ST	CHECK NO. - 00543718	32.49
KRISTIN WARNER	REFUNDS	
1304 W FREDRICK AVE	CHECK NO. - 00543719	29.12
NORTHLAND HEARING CENTERS INC	REFUNDS	
ATTN: TED WILLAFORD	CHECK NO. - 00543920	896.02
PAVERS PLUS	REFUNDS	
4111 MT HWY 35	CHECK NO. - 00543921	118.46
TANNER FROST	REFUNDS	
3108 W GRACE	CHECK NO. - 00543922	30.09

TOTAL FOR 4480 - SOLID WASTE FUND

1,106.18

4490 - SOLID WASTE DISPOSAL

BIG SKY INDUSTRIAL/DIV OF	EQUIPMENT REPAIRS/MAINTENANCE	
WWSS ASSOCIATES INC	ACH PMT NO. - 80045019	24,203.92
CDW GOVERNMENT INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80044880	625.80
ECOGRIND SITE SOLUTIONS LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80044836	126,220.80
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80044990	1,856.43
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80044991	714.28
FASTENAL CO	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80044991	1,545.16
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80044840	516.20
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80044840	5.80

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	ACH PMT NO. - 80044842	6.78
FULCRUM ENVIRONMENTAL	MEDICAL SERVICES	
CONSULTING INC	ACH PMT NO. - 80044993	4,200.00
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80044994	49,093.11
GREENMARK ENTERPRISES LLC	OTHER REPAIRS/MAINT SUPPLIES	
DBA KILLER FILTER	ACH PMT NO. - 80044995	737.27
HITACHI ZOSEN INOVA U.S.A.	OTHER REPAIRS/MAINT SUPPLIES	

	ACH PMT NO. - 80044996	1,645.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	3,330.00
KELLE VIGELAND	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80044871	49.45
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80044999	6,250.00
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80045008	1,300.00
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80044965	541.02
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	81.00
SPECIALTY MACHINING & MFG CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045006	2,830.50
SPOKANE PRO CARE INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044857	462.40
SPOKANE REGIONAL CLEAN AIR AGENCY	PERMITS/OTHER FEES CHECK NO. - 00543775	56,083.90
SPOKANE REGIONAL HEALTH DIST	PERMITS/OTHER FEES CHECK NO. - 00543730	6,500.00
STILWELL & ASSOCIATES OF THE USA INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80044928	954.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	18,094.61
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	209.64
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	83.95
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		308,141.02

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80044949	9,416.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80044949	2,097.63
CENTURYLINK	TELEPHONE CHECK NO. - 00543771	54.99
COMCAST	OTHER MISC CHARGES CHECK NO. - 00543772	255.23
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	4,935.00

INTERLINE BRANDS INC dba SUPPLYWORKS AND AMSAN	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044961	162.62
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	298.00
SPOKANE CITY TREASURER	OTHER MISC CHARGES CHECK NO. - 00543930	892.49
UNIVERSAL ATHLETIC SVCS INC	OPERATING SUPPLIES ACH PMT NO. - 80044978	30.46
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	23,107.11
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80044860	771.13
WESTERN GLOVE INC	OPERATING SUPPLIES ACH PMT NO. - 80044981	5,455.50
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00543936	134,112.77
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00543936	74,743.97-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		106,845.81

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	298.21
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	1,873.04
TOTAL FOR 4600 - GOLF FUND		2,171.25

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SVCS CENTER

ALEXANDRIA LYNN GOOLIE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80045030	180.00
D R SCOTT CONSTRUCTION 4304 E 17TH AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00543923	50.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80044890	3,662.25
DONNA K DEBIT	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80045071	71.26
GRAHAM CONST & MGMT INC 331 N FANCHER RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00543714	4,375.00
HOLLIDAY HEATING & A/C 410 N HELENA	PERMIT REFUNDS PAYABLE CHECK NO. - 00543925	15.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	2,306.50
JOHN B HARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80045073	120.00
MAINSTREAM ELECTRIC INC PO BOX 3436	PERMIT REFUNDS PAYABLE CHECK NO. - 00543926	80.00
NICHOLAS H GUERRA 213 LAUDER AVE APT B-7	PERMIT REFUNDS PAYABLE CHECK NO. - 00543715	48.00
PATRICK ALLEN JOHNSTON	ADVISORY TECHNICAL SERVICE CHECK NO. - 00543951	180.00
ROBERT W KAUL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80045074	180.00
SYLVIA ELLINGWOOD PO BOX 6024	PERMIT REFUNDS PAYABLE CHECK NO. - 00543955	25.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	9,789.37
VITALIY LEGKOBIT 10915 S MARIETTA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00543927	143.75

TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	-----	21,226.13
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5100 - FLEET SERVICES FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80044985	3,089.22
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80044949	359.18

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044877	250.75
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00543748	4,188.14
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044986	30,803.68
CARLSON SHEET METAL WORKS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044879	1,553.66
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80044883	2,151.45
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80045021	47,866.02
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80044885	1,738.54
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00543752	1,132.43
DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80044890	2,402.58
GENERAL EQUIPMENT COMPANY	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00543773	57.57
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044958	5,408.48
HASKINS STEEL CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045034	708.71
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	1,655.00
LITHIA MOTORS PAYMENT PROCESSING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044878	2,960.32
LITHIA MOTORS PAYMENT PROCESSING	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044878	0.00
MR CAR WASH	CONTRACTUAL SERVICES CHECK NO. - 00543928	868.00
NORCO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045043	7.83
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80044916	102.00
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045001	6,888.50
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00543958	174.59

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

RWC INTERNATIONAL LTD	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044852	3,147.66
SAFETY KLEEN CORPORATION	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045003	171.90
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045005	6,275.08
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80044974	783.36
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	6,572.89
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044980	41,954.08
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045068	10,647.74

TOTAL FOR 5100 - FLEET SERVICES FUND

-----  
183,919.36

5110 - FLEET SVCS EQUIP REPL FUND

WAUSAU EQUIPMENT INC	RENTAL EQUIPMENT ACH PMT NO. - 80044938	60,739.78
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TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND

60,739.78

5200 - PUBLIC WORKS AND UTILITIES

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	1,230.00
TANNER FROST	REFUNDS	
3108 W GRACE	CHECK NO. - 00543922	1.65
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	4,085.45

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES

5,317.10

5300 - IT FUND

CENTURYLINK	TELEPHONE	
	CHECK NO. - 00543938	4,341.25
CERIUM NETWORKS INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80044882	217.60
DELL MARKETING LP	OPERATING SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	1,066.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80044898	10.77
GRAYBAR ELECTRIC COMPANY INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80044904	527.95
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	2,476.00
INNERVU CORPORATION	HARDWARE MAINTENANCE	
	ACH PMT NO. - 80044997	9,132.98
KURT A MONSEN	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	CHECK NO. - 00543725	154.00
NUVODIA LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80045045	37,386.00
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80044920	740.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	12,591.00
US POSTMASTER	PREPAID POSTAGE	
	CHECK NO. - 00543972	150.00
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80045064	1,220.83
XEROX CORPORATION	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80045070	3,996.04

TOTAL FOR 5300 - IT FUND		----- 74,010.62
5310 - IT CAPITAL REPLACEMENT FUND		
-----		
DELL MARKETING LP	COMPUTER/MICRO EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80044890	16,904.62
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		----- 16,904.62
5400 - REPROGRAPHICS FUND		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	180.00
MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80044911	364.62
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	589.14
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80044940	1,428.24
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 5400 - REPROGRAPHICS FUND		----- 2,562.00
5600 - ACCOUNTING SERVICES		
-----		
DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	405.16
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	2,035.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	8,616.73
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80045064	57.85
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 11,114.74
5700 - MY SPOKANE		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	315.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	1,599.82
TOTAL FOR 5700 - MY SPOKANE		----- 1,914.82
5800 - RISK MANAGEMENT FUND		
-----		
ALTERNATIVE SERVICE CONCEPTS	INSURANCE ADMINISTRATION	

LLC/ASC	ACH PMT NO. - 80044984	25,205.11
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	30.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	154.25

TOTAL FOR 5800 - RISK MANAGEMENT FUND	25,389.36
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#### 5810 - WORKERS' COMPENSATION FUND

DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	128.16
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	270.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	1,471.05

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	1,869.21
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#### 5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	3.73
NATIONAL EMPLOYERS COUNCIL INC	INSURANCE ADMINISTRATION	
DBA PEOPLESYSTEMS	ACH PMT NO. - 80044918	500.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	20.19

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	523.92
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#### 5830 - EMPLOYEES BENEFITS FUND

DELL MARKETING LP	OFFICE SUPPLIES	
%DELL USA LP	ACH PMT NO. - 80044890	190.17
DORIS STRAGIER	WELLNESS	
	CHECK NO. - 00543731	18.50
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	
	ACH PMT NO. - 80045028	8.58
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	232.50
KAISER FOUNDATION HEALTH PLAN	INSURANCE CLAIMS	
OF WASHINGTON	ACH PMT NO. - 80045031	112,150.03
PREMERA BLUE CROSS OR	INSURANCE CLAIMS	
SPOKANE CITY TREASURER	ACH PMT NO. - 80045002	146,737.05
RR DONNELLEY	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80044921	682.05



US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	1,031.76
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80045066	3,941.46
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80045066	41,489.09

TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	-----	306,481.19
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5900 - ASSET MANAGEMENT FUND OPS

AAQUA TOOLS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044982	2,521.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045016	133.82
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80044873	14,342.03
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80044873	1,862.84
BRILES FENCING CORPORATION	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044829	225.00
CARLSON SHEET METAL WORKS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044830	1,484.03
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00543947	420.00
PROFESSIONAL CRANE INSPECTIONS	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044919	1,746.13
SPECIALTY ROOFING LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80044856	3,261.82
SPOKANE ARTS FUND	CONTRACTUAL SERVICES ACH PMT NO. - 80044925	22,083.33
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00543962	1,805.24
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	221.85
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80044940	1,190.67

TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS	-----	51,297.76
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5901 - ASSET MANAGEMENT FUND CAPITAL

CONTRACT DESIGN ASSOCIATES INC	BUILDING IMPROVEMENTS ACH PMT NO. - 80044833	43,861.35
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DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80044835	8,233.42
GRAINGER INC	VEHICLES	
	ACH PMT NO. - 80044902	101.08
MCCURLEY CHEVROLET INC	VEHICLES	
	CHECK NO. - 00543756	47,866.65
NW EMERGENCY VEHICLE GRAPHICS	VEHICLES	
	ACH PMT NO. - 80044851	401.47
SHAWN COLE CONSTRUCTION INC	BUILDING IMPROVEMENTS	
	ACH PMT NO. - 80044854	38,651.51

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		139,115.48
6100 - RETIREMENT		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00543947	210.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00543962	759.56
TOTAL FOR 6100 - RETIREMENT		969.56
6200 - FIREFIGHTERS' PENSION FUND		
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80045002	2,682.02
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		2,682.02
6300 - POLICE PENSION		
PREMERA BLUE CROSS OR	SERVICE REIMBURSEMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80045002	3,462.01
TOTAL FOR 6300 - POLICE PENSION		3,462.01
6760 - SPOKANE REGIONAL COUNCIL		
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT	
	-	19.23
TOTAL FOR 6760 - SPOKANE REGIONAL COUNCIL		19.23
6785 - TRANSPORTATION BENEFIT DIST		
SHAMROCK PAVING CO/DIV OF	CONTRACTUAL SERVICES	
MURPHY BROS INC	ACH PMT NO. - 80045004	16,216.85

TOTAL FOR 6785 - TRANSPORTATION BENEFIT DIST

16,216.85

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80045014	3,958.54
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A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80045014	8,690.93
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00543941	810.50
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CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00543939	331.50
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DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00543942	1,826.00
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DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80045026	110.00
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EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80045027	27.50
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EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00543944	257.40
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FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00543945	507.68
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HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00543946	900.50
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00543947	251,618.41
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00543947	7,738.23
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ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00543948	59,629.01
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IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00543949	37.50
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ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00543950	58,475.01
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INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80045037	57,438.99
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JUNE WALLACE	JUNE WALLACE CHECK NO. - 00543966	852.49
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LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80045040	1,740.00
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LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80045041	42.00
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M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80045042	2,415.53
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NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00543956	197.18
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY	PENNSYLVANIA HIGHER ED ASST CHECK NO. - 00543959	156.34

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00543957	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80045032	586.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00543960	476.85
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80045018	17,262.09
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80045051	907.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80045052	3,402.30
SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD ACH PMT NO. - 80045047	20,217.66
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80045055	433.12
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80045053	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80045057	210.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80045059	272.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00543943	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00543961	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80045061	1,529.67
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00543962	251,344.09
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00543962	843,522.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00543962	99,334.03
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00543963	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00543964	1,140.50

WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80045065	26,577.02
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WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00543965	16,982.81
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WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00543968	879.50
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WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00543969	295.68
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TOTAL FOR 6960 - SALARY CLEARING FUND NEW	-----	1,743,571.93
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TOTAL CLAIMS	-----	4,295,039.44
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CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	3,574.42	326.98	
00543712	CENTURYLINK	219.66		
00543713	JAMAR TECHNOLOGIES INC	4,487.00		
00543714	GRAHAM CONST & MGMT INC	4,375.00		
00543715	NICHOLAS H GUERRA	48.00		
00543716	WALKER CONSTRUCTION	1,335.00		
00543717	AACRES OF WA	27.10		
00543718	BETH FITTERER	220.55		
00543719	KRISTIN WARNER	107.00		
00543720	NORTHLAND HEARING CENTERS IN	40.93		
00543721	MCCAIN TRAFFIC SUPPLY	17,265.48		
00543722	KNOX PRESBYTERIAN CHURCH	50.00		
00543723	KNOX PRESBYTERIAN CHURCH	100.00		
00543724	CHANCE BELTON	294.28		
00543725	KURT A MONSEN	154.00		
00543726	ALEXANDRA NOWAK	389.48		
00543727	PETROCARD SYSTEMS INC	114.05		
00543728	SNIPES, BRIAN C	75.00		
00543729	SPOKANE INTERNAL MEDICINE PS	175.00		
00543730	SPOKANE REGIONAL HEALTH DIST	6,500.00		
00543731	DORIS STRAGIER	18.50		
00543732	TWISTED PAIR ENTERPRISES LLC	509.18		
00543733	UNITED PARCEL SERVICE	24.68		
00543734	US DEPT OF INTERIOR/GEOLOGIC	5,960.00		
00543735	WA ASSN OF SHERIFFS & POLICE	75.00		
00543736	JOSHUA M WARREN	45.00		
00543737	4IMPRINT INC		3,715.73	
00543738	SUSANNE MILLER		23.97	
00543739	TOD MARSHALL		75.00	
00543740	MISTY ELLINGBURG		75.00	
00543741	DERRICK LAMERE		150.00	
00543742	DERRICK LAMERE		150.00	
00543743	WA STATE PATROL		96.00	
00543748	BECKER BUICK-GMC INC	4,188.14		
00543749	CASCADE EARTH SCIENCES	2,892.25		
00543750	CLEAN HARBORS ENVIRONMENTAL	2,739.32		
00543751	COMCAST	305.17		
00543752	D & W SUPPLIES INC	1,132.43		
00543753	GILMAN, CURALLI &	241.00		
00543754	INLAND IMAGING LLC	90.00		
00543756	MCCURLEY CHEVROLET INC	47,866.65		
00543757	NEXTEL COMMUNICATIONS	455.64		
00543758	T-MOBILE	20.38		
00543759	UNITED PARCEL SERVICE	12.56		
00543760	SOUTHERN POLICE INSTITUTE	3,585.00		
00543761	AIKI SPOKANE			143.00
00543762	AUDUBON PARK MASONIC BLDG AS			425.00
00543763	AVISTA CORPORATION			504.00
00543764	COMCAST			66.64
00543765	COMMUNITY COLLEGES OF SPOKAN			205.80
00543766	GONZAGA UNIVERSITY			4,000.00
00543767	INLAND EMPIRE GOLF COURSE			135.00
00543768	JENSEN DISTRIBUTION SERVICES			247.14

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00543769	THE PEPSI BOTTLING GROUP			115.20
00543770	AMERICAN WATER WORKS ASSN	9,689.00		
00543771	CENTURYLINK	385.23		
00543772	COMCAST	255.23		
00543773	GENERAL EQUIPMENT COMPANY	57.57		
00543774	SPOKANE COUNTY BAR ASSN	32.64		
00543775	SPOKANE REGIONAL CLEAN AIR	56,083.90		
00543776	T-MOBILE	297.97		
00543777	CITY DIRECTORIES		4,341.12	
00543778	D A ENTERPRISES			137.90
00543920	NORTHLAND HEARING CENTERS IN	976.65		
00543921	PAVERS PLUS	118.46		
00543922	TANNER FROST	160.00		
00543923	D R SCOTT CONSTRUCTION	50.00		
00543924	THE FA BARTLETT TREE EXPERT	140.00		
00543925	HOLLIDAY HEATING & A/C	15.00		
00543926	MAINSTREAM ELECTRIC INC	80.00		
00543927	VITALIY LEGKOBIT	143.75		
00543928	MR CAR WASH	868.00		
00543929	QLT CONSUMER LEASE SERVICES	14.92		
00543930	SPOKANE CITY TREASURER	2,930.98		
00543931	SPOKANE CITY TREASURER	489.56		
00543932	SPOKANE CITY TREASURER	306.40		
00543933	SPOKANE REGIONAL HEALTH DIST	600.00		
00543934	T-MOBILE	488.67		
00543935	WA ASSN OF SHERIFFS & POLICE	19,348.67		
00543936	WM RECYCLE AMERICA LLC	59,368.80		
00543937	AUDUBON VETERINARY CLINIC	353.66		
00543938	CENTURYLINK	5,282.67		
00543939	CHILD SUPPORT SERVICES	331.50		
00543940	COMCAST	106.17		
00543941	CALIFORNIA STATE DISBURSEMENT	810.50		
00543942	DANIEL H BRUNNER, TRUSTEE	1,826.00		
00543943	SUPPORT PAYMENT CLEARINGHOUSE	257.50		
00543944	EMPLOYMENT SECURITY DEPT	257.40		
00543945	FAMILY SUPPORT REGISTRY	507.68		
00543946	HUMAN RESOURCES	900.50		
00543947	ICMA RETIREMENT TRUST 457	405,506.62		
00543948	ICMA RETIREMENT TRUST 457 LO	59,629.01		
00543949	IDAHO STATE TAX COMMISSION	37.50		
00543950	ING LIFE INSURANCE & ANNUITY	98,050.24		
00543951	PATRICK ALLEN JOHNSTON	180.00		
00543952	COLIN CAREW	1,000.00		
00543953	DEBORAH GAY PERRY	1,000.00		
00543954	CONTINENTAL CONTRACTORS INC	2,550.00		
00543955	SYLVIA ELLINGWOOD	25.00		
00543956	NEW JERSEY SUPPORT PAYMENT	197.18		
00543957	PEOPLE QUALIFIED COMMITTEE	15.35		
00543958	PETROCARD SYSTEMS INC	60.54		
00543959	PENNSYLVANIA HIGHER EDUCATIO	156.34		
00543960	PRE-PAID LEGAL SERVICES INC	476.85		
00543961	UNITED STATES TREASURY	12.50		
00543962	US BANK OR CITY TREASURER	1,544,828.73		

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
00543963	US DEPT OF EDUCATION	92.52		

00543964	WA GET PROGRAM	1,140.50	
00543965	WA STATE SUPPORT REGISTRY OR	16,982.81	
00543966	JUNE WALLACE	852.49	
00543967	WASHINGTON LEOFF	4,446.30	
00543968	WESTERN STATES POLICE MEDICA	1,504.50	
00543969	WSCCCE, AFSCME, AFL-CIO	295.68	
00543972	US POSTMASTER	150.00	
80044823	ABC OFFICE EQUIPMENT COMPANY		35.72
80044824	ACTION MATERIALS	5,211.92	
80044825	AVISTA UTILITIES	122.53	
80044826	BACON CONCRETE INC	21,873.80	
80044827	BAKER & TAYLOR BOOKS		4,391.63
80044828	BIG SKY INDUSTRIAL/DIV OF	19,240.74	
80044829	BRILES FENCING CORPORATION	225.00	
80044830	CARLSON SHEET METAL WORKS IN	1,484.03	
80044831	CITY SERVICE VALCON LLC	27,583.55	
80044832	CONSOLIDATED ELECTRICAL	2,004.10	
80044833	CONTRACT DESIGN ASSOCIATES I	43,861.35	
80044834	PAMELA DECOUNTER	35.00	
80044835	DELL MARKETING LP	13,722.36	
80044836	ECOGRIND SITE SOLUTIONS LLC	126,220.80	
80044837	ELJAY OIL CO INC	775.57	
80044838	EUROFINS FRONTIER GLOBAL	520.00	
80044839	EVERGREEN STATE TOWING LLC	88.40	
80044840	FASTENAL CO	1,576.67	
80044841	FERGUSON ENTERPRISES INC	2,099.84	
80044842	FIKES NORTHWEST INC/DIV OF	27.11	
80044843	GALLS LLC	4,271.65	
80044844	JUDITH GILMORE	35.00	
80044845	GRAYMONT CAPITAL INC.	40,890.90	
80044846	GREENLEAF LANDSCAPING INC		846.52
80044847	GUNARAMA WHOLESALE INC	326.33	
80044848	INTERLINE BRANDS INC dba		31.77
80044849	BART LOGUE	400.40	
80044850	LOOMIS ARMORED US INC	423.72	
80044851	NW EMERGENCY VEHICLE GRAPHIC	401.47	
80044852	RWC INTERNATIONAL LTD	3,147.66	
80044853	SCOTT TECHNOLOGIES INC	2,687.34	
80044854	SHAWN COLE CONSTRUCTION INC	38,651.51	
80044855	SPECIALTY MACHINING & MFG CO	2,330.50	
80044856	SPECIALTY ROOFING LLC	3,261.82	
80044857	SPOKANE PRO CARE INC	462.40	
80044858	SCOTT A STEPHENS	35.00	
80044859	UNIFIRE POWER BLOWERS INC	864.91	
80044860	VERIZON WIRELESS BELLEVUE	10,782.71	
80044861	WESTERN PACIFIC SIGNAL LLC	7,145.60	
80044862	WINGFOOT COMMERCIAL TIRE	6,428.43	
80044863	XO COMMUNICATIONS INC	33.97	
80044864	CRAIG D CORNELIUS	370.35	
80044866	CRAIG E HULT	35.00	
80044867	MARK E LINDSEY	35.00	
80044868	BRIDGET A LUBY	52.50	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80044869	WILLIAM R PEACOCK	527.19		
80044870	BRIAN SCHAEFFER	132.00		
80044871	KELLE VIGELAND	49.45		
80044872	ACTION MATERIALS	1,476.37		
80044873	AVISTA CORPORATION	19,103.79		



80044874	AVISTA UTILITIES	16,965.31	
80044875	BARR-TECH LLC		146.23
80044876	PATRICIA BARTELL		87.00
80044877	BATTERY SYSTEMS INC	250.75	
80044878	LITHIA MOTORS PAYMENT	2,960.32	
80044879	CARLSON SHEET METAL WORKS IN	1,553.66	
80044880	CDW GOVERNMENT INC	625.80	
80044881	CPM DEVELOPMENT CORP DBA	738.44	
80044882	CERIUM NETWORKS INC	217.60	
80044883	CINTAS CORPORATION NO 3	3,247.06	
80044884	CITY SERVICE VALCON LLC	649.76	
80044885	CONNELL OIL INC	1,738.54	
80044886	CONSOLIDATED ELECTRICAL		358.06
80044887	COPIERS NORTHWEST INC		2.23
80044888	ALBERT A BERGER		577.50
80044889	DALLY ENVIRONMENTAL LLC	4,533.13	
80044890	DELL MARKETING LP	25,553.49	
80044891	DOPPELMAYER USA INC		619.91
80044892	RON DUNNING FARMS INC dba		272.33
80044893	DAVID TOUTONGHI dba		64.00
80044894	LECCO ENTERPRISES LLC	3,802.56	
80044895	EDUCATIONAL & MARTIAL ARTS C		80.00
80044896	ELJAY OIL CO INC	856.85	
80044897	EUROFINS FRONTIER GLOBAL	1,839.50	
80044898	FEDERAL EXPRESS CORP/DBA FED	225.53	
80044899	FERGUSON ENTERPRISES INC	10,301.17	
80044900	FIKES NORTHWEST INC/DIV OF	115.23	
80044901	FIRST AMERICAN TITLE INS	544.00	
80044902	GRAINGER INC	101.08	
80044903	GRANICH ENGINEERED PRODUCTS	3,603.46	
80044904	GRAYBAR ELECTRIC COMPANY INC	18.94	
80044905	CORE & MAIN LP	34,147.32	
80044906	HASKINS STEEL CO INC	1,601.48	
80044907	INLAND EMPIRE SOCCER REFEREE		2,023.77
80044908	INLAND POWER & LIGHT CO	105.90	142.08
80044909	INSTANT SIGN FACTORY		272.00
80044910	JENNY TUPPER MOOMAW	234.38	
80044911	MARK ANDY INC	364.62	
80044912	NEXUS INLAND NW		99.05
80044913	NORCO INC	2,202.56	
80044914	CARRIE L PAETSCH	65.28	
80044915	LAKEYLAND INC DBA	524.32	
80044916	OCCUPATIONAL MEDICINE	3,790.75	
80044917	OXARC INC		411.85
80044918	NATIONAL EMPLOYERS COUNCIL I	500.00	
80044919	PROFESSIONAL CRANE INSPECTIO	1,746.13	
80044920	RIVER PARK SQUARE LLC	740.00	
80044921	RR DONNELLEY	682.05	

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80044922	SIMPLOT PARTNERS			217.60
80044923	SKILLSOFT CORPORATION	13,441.30		
80044924	SPOKANE VALLEY HUB			300.00
80044925	SPOKANE ARTS FUND	22,083.33		
80044926	STANTEC CONSULTING SERVICES	3,359.25		
80044927	STERICYCLE INC	1,495.03		
80044928	STILWELL & ASSOCIATES OF THE	954.00		
80044929	SVL ANALYTICAL INC	252.00		
80044930	TCF NATIONAL BANK dba			23,238.08

80044931	TESTAMERICA LABORATORIES INC	587.00		
80044932	THAXTON PARKINSON PLLC	8,250.00		
80044933	UNIFIRE POWER BLOWERS INC	223.04		
80044934	US BANK	1,948.00		
80044935	VMI INC	267.52		
80044936	WA STATE DEPT/TRANSPORTATION	2,198.83		
80044937	WA STATE DEPT OF ECOLOGY	1,830.00		
80044938	WAUSAU EQUIPMENT INC	60,739.78		
80044939	NARWHAL MET LLC	445.00		
80044940	WCP SOLUTIONS	2,618.91		
80044941	WILDROSE LTD dba			97.38
80044942	XO COMMUNICATIONS INC			173.06
80044943	YWCA	2,251.53		
80044944	KAREN L FELBER			50.00
80044945	YAYALAH ANN SENKLIP			49.50
80044946	ALBERT H VORDERBRUEGGEN			542.28
80044947	NORTHWEST INDUSTRIAL SERVICE	79.00		
80044948	ARAMARK UNIFORM SERVICES	15.78		
80044949	AVISTA UTILITIES	11,997.28		
80044950	B & B TOWING LLC	159.12		
80044951	BAKER & TAYLOR BOOKS		11,088.55	
80044952	BRIDGESTONE AMERICAS INC	7,243.65		
80044953	CONTRACT DESIGN ASSOCIATES I	1,510.21		
80044954	CREEK AT QUALCHAN GOLF COURSE			1,238.46
80044955	DIVINES TOWING/DIV OF	70.72		
80044956	EVERGREEN STATE TOWING LLC	70.72		
80044957	FEDERAL EXPRESS CORP/DBA FED	1,153.74		
80044958	GORDON TRUCK CENTERS INC DBA	5,408.48		
80044959	CORE & MAIN LP	3,995.13		
80044960	INGRAM LIBRARY SERVICES LLC		935.41	
80044961	INTERLINE BRANDS INC dba	162.62		
80044962	JOHNSON POWER LTD	22,910.00		
80044963	KERSHAW INC	1,472.24		
80044964	MIDWEST TAPE		117.99	
80044965	NORCO INC	541.02		
80044966	CARRIE L PAETSCH	454.61		
80044967	OVERDRIVE INC		3,548.42	
80044968	POINTE PEST CONTROL	1,463.36		
80044969	PRO MECHANICAL SERVICES INC	110.43		
80044970	RECORDED BOOKS INC		1,718.46	
80044971	M SCHRODER LLC	70.72		
80044972	SEAL ANALYTICAL INC	4,295.00		
80044973	SNO VALLEY PROCESS SOLUTIONS	1,356.74		
80044974	SPOKANE CRANE & MACHINERY	783.36		

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80044975	T & T AUTOMOTIVE & TOWING	247.52		
80044976	T & T GOLF MANAGEMENT INC			147.59
80044977	UNITED TECHNOLOGY CORP	4,243.20		
80044978	UNIVERSAL ATHLETIC SVCS INC	30.46		
80044979	VIPER ENTERPRISES LLC	354.35		
80044980	WASHINGTON AUTO CARRIAGE	41,954.08		
80044981	WESTERN GLOVE INC	5,455.50		
80044982	AAQUA TOOLS INC	2,521.00		
80044983	ABM JANITORIAL SERVICES SOUT	1,722.16		
80044984	ALTERNATIVE SERVICE CONCEPTS	25,205.11		
80044985	AVISTA UTILITIES	3,089.22		
80044986	BRIDGESTONE AMERICAS INC	23,560.03		
80044987	CDW GOVERNMENT INC	2,609.95		

80044988	DELL MARKETING LP	1,524.92	
80044989	DEVRIES INFORMATION MANAGEME	8.96	
80044990	ELJAY OIL CO INC	1,080.86	
80044991	FASTENAL CO	1,204.77	
80044992	FIKES NORTHWEST INC/DIV OF	40.67	
80044993	FULCRUM ENVIRONMENTAL	4,200.00	
80044994	GRAYMONT CAPITAL INC.	8,202.21	
80044995	GREENMARK ENTERPRISES LLC	737.27	
80044996	HITACHI ZOSEN INOVA U.S.A.	1,645.00	
80044997	INNERVU CORPORATION	9,132.98	
80044998	ITRON INC	44,390.40	
80044999	MCCOY POWER CONSULTANTS INC	6,250.00	
80045000	PACIFIC PETROLEUM & SUPPLY	554.88	
80045001	PACWEST MACHINERY LLC	6,888.50	
80045002	PREMERA BLUE CROSS OR	152,881.08	
80045003	SAFETY KLEEN CORPORATION	171.90	
80045004	SHAMROCK PAVING CO/DIV OF	16,692.15	
80045005	SOLID WASTE SYSTEMS INC	6,275.08	
80045006	SPECIALTY MACHINING & MFG CO	500.00	
80045007	VAN NESS FELDMAN LLP	2,187.00	
80045008	NARWHAL MET LLC	1,300.00	
80045009	WHITNEY EQUIPMENT COMPANY IN	31,790.26	
80045010	WINGFOOT COMMERCIAL TIRE	2,868.78	
80045011	DOUGLAS GREENLUND	59.22	
80045012	CATHERINE D OLSEN	89.48	
80045013	SALLY STOPHER	2,779.88	
80045014	A W REHN & ASSOCIATES INC OR	12,649.47	
80045015	ADAMS & CLARK INC	1,417.16	
80045016	ARAMARK UNIFORM SERVICES	133.82	
80045017	AVISTA UTILITIES	193,915.92	
80045018	SPOKANE FIRE FIGHTERS BENEFI	17,262.09	
80045019	BIG SKY INDUSTRIAL/DIV OF	4,963.18	
80045020	BUDINGER & ASSOCIATES INC	5,294.15	
80045021	CITY SERVICE VALCON LLC	24,509.20	
80045022	COCHRAN INC	2,718.20	
80045023	COPIERS NORTHWEST INC	300.33	
80045024	COWLES PUBLISHING COMPANY	1,927.21	
80045025	CREEK AT QUALCHAN GOLF COURS		740.00
80045026	DIGNITARY PROTECTION TEAM FU	110.00	
80045027	EDU MEMBERSHIP FUND	27.50	

REPORT: PG3640 CITY OF SPOKANE  
SYSTEM: FMSAP COUNCIL CHECK RANGE/TOTAL  
USER: MANAGER  
RUN NO: 49

DATE: 12/11/17  
TIME: 07:47  
PAGE: 7

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80045028	FEDERAL EXPRESS CORP/DBA FED	154.56		
80045029	GALLS LLC	1,742.92		
80045030	ALEXANDRIA LYNN GOOLIE	180.00		
80045031	KAISER FOUNDATION HEALTH PLA	112,150.03		
80045032	POLICE GUILD LEGAL DEFENSE	586.00		
80045033	GUNARAMA WHOLESALE INC	476.98		
80045034	HASKINS STEEL CO INC	708.71		
80045035	HISTORICAL RESEARCH ASSOCIAT	9,226.28		
80045036	CPM DEVELOPMENT CORP DBA	2,588.52		
80045037	INT'L ASSN OF FIREFIGHTERS/	57,438.99		
80045038	LEXIS-NEXIS RISK & ANALYTICS	56.30		
80045039	LSB CONSULTING ENGINEERS PLL	68,283.94		
80045040	LT & CAPT ASSOCIATION	1,740.00		
80045041	LTS & CPTS LEGAL DEFENSE FUN	42.00		
80045042	M & P ASSOCIATION	2,415.53		
80045043	NORCO INC	7.83		
80045044	NORTHWEST ROOF CONSULTANTS I			1,795.00

80045045	NUVODIA LLC	37,386.00		
80045046	OXARC INC	32.64		
80045047	SPOKANE POLICE GUILD	20,217.66		
80045048	SANDBAGGERS CLUB LLC		35.90	
80045049	SHAMROCK MANUFACTURING INC	132.87		
80045050	SOFTWAREONE INC	878.60		
80045051	SPOKANE POLICE BENEFIT ASSOC	907.50		
80045052	SPOKANE POLICE CHAPLAIN	3,402.30		
80045053	SPOKANE POLICE K-9 MEMBERSHI	60.00		
80045054	SPOKANE COUNTY TREASURER	11,193.19		
80045055	SPOKANE POLICE GUILD FRATERN	433.12		
80045056	STARPLEX CORP	9,860.40		
80045057	SPOKANE POLICE SWAT TEAM	210.00		
80045058	T & T GOLF MANAGEMENT INC		288.06	
80045059	SPOKANE POLICE TACTICAL TEAM	272.00		
80045060	THOMSON WEST	4,116.72		
80045061	UNITED WAY	1,529.67		
80045062	UNIVERSAL PROTECTION SERVICE	133.56		
80045063	US BANK TRUST NA			
80045064	VERIZON WIRELESS BELLEVUE	32,434.60		
80045065	WA ST COUNCIL OF CITY & COUN	26,577.02		
80045066	WASHINGTON DENTAL SERVICE OR	45,430.55		
80045067	WASTE MANAGEMENT OF WA DBA	9,758.91		
80045068	WINGFOOT COMMERCIAL TIRE	1,350.53		
80045069	WITHERSPOON BRAJCICH	489.00		
80045070	XEROX CORPORATION	3,996.04		
80045071	DONNA K DEBIT	71.26		
80045072	NICHOLAS ANTHONY FEDERICI	7,500.00		
80045073	JOHN B HARE	120.00		
80045074	ROBERT W KAUL	180.00		
		-----	-----	-----
		4,295,039.44	31,668.27	40,048.60
				=====
		CITYWIDE TOTAL:		4,996,972.71

## MINUTES OF SPOKANE CITY COUNCIL

Monday, December 4, 2017

### 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 Briefing Center 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 Fagan, Kinnear, Mumm, and Stratton were present. Council Members Beggs and Waldref were absent.

Finance and Administration Division Director Tim Dunivant, 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 December 11, 2017, Advance Agenda items.

#### Ordinance C3566 Relating to the Salary Review Commission

Council President Stuckart, as sponsor, requested a motion to table Ordinance C35566 indefinitely. The following action was taken:

**Motion** by Council Member Kinnear, seconded by Council Member Fagan, **to table** Ordinance C35566 indefinitely; **carried unanimously (Council Members Beggs and Waldref absent).**

#### Action to Approve December 11, 2017, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 11, 2017, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, December 11, 2017 (as amended); **carried unanimously (Council Members Beggs and Waldref absent).**

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council reviewed the December 4, 2017, Current Agenda for any changes.

## CONSENT AGENDA

**Upon motion by Council Member Fagan, seconded by Council Member Stratton, the City Council (Council Members Beggs and Waldref absent) unanimously approved Staff Recommendations for the following:**

Contract Extensions from January 1, 2018 through December 31, 2018 for the Waste to Energy Facility with:

- a. Knight Construction & Supply, Inc., (Deer Park, WA) for the rebuild of gearboxes—\$45,654 plus a 10% administrative reserve for a total contract cost of \$50,219.40. (OPR 2015-0014)
- b. Safway Services, LLC, (Spokane, WA) for removal and replacement of insulation and cladding for boiler walls and piping and other insulation work as needed—\$110,000. (OPR 2015-0091; RFP 4082-14)
- c. Online Cleaning Services (Marysville, CA) for boiler blast cleaning services—\$215,000 plus a 10% administrative reserve for a total of \$236,500. (OPR 2015-0095; RFP 4062-14)
- d. Zampell Refractories, Inc., (Newburyport, MA) for refractory installation and sandblasting services—\$640,000 plus 10% administrative reserve for a total of \$704,000. (OPR 2015-0097; RFP 4069-14)
- e. Bay Valve Service, LLC, (Longview, WA) for on-site valve repair services—\$100,000 plus a 10% administrative reserve for a total of \$110,000. (OPR 2015-0098; RFP 4091-14)
- f. Eastside Electric Motors, LLC, (Spokane Valley, WA) to Recondition Motors Off-site—\$35,000 with a 10% administrative reserve for a total of \$38,500. (OPR 2015-0528)
- g. Hydrotech Generator Repair Plus, Inc., (Spokane Valley, WA) for rebuilding of hydraulic and pneumatic cylinders with OEM parts—\$75,000. (OPR 2016-0913; RFP 4303-16)

Contract Extension with American Recycling Corporation (Spokane Valley, WA) for recycling of metals collected from the Waste to Energy Facility, ash, and scrap metals from the tipping floor, from January 1, 2018 through June 30, 2018—estimated revenue of \$100,000. (OPR 2015-0022; RFP 4071-14)

Second Amendment to Contract with AssetPoint for the yearly Hosting Fee and Technical Support for TabWare Computerized Maintenance Management System and associated software for the Waste to Energy Facility—\$38,500. (OPR 2014-0732)

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Upriver Facility Paving—\$135,248.40. An administrative reserve of \$13,524.84, which is 10% of the contract price, will be set aside. (Chief Gary Park Neighborhood) (PRO 2017-0031; ENG 2017169)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through November 22, 2017, total \$9,820,762.33 (Check Nos. 543258-543483; ACH Payment Nos. 44352-44492), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,742,227.62. (CPR 2017-0002)

Contract with T. LaRiviere Equipment & Excavation (PR 2016-0017; ENG 2014107)

Upon consideration of Consent Agenda Item No. 5 (increase the administrative reserve on Contract with T. LaRiviere Equipment & Excavation), the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Kinnear, **to defer** for one week (to December 11, 2017) Consent Agenda Item No. 5 (authorization to increase the administrative reserve on the Contract with T. Lariviere Equipment & Excavation); **carried unanimously (Council Members Beggs and Waldref absent).**

**Council Recess/Executive Session**

The City Council adjourned at 4:00 p.m. No Executive Session was held. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

**LEGISLATIVE SESSION**

**Pledge of Allegiance**

The Pledge of Allegiance was led by Council President Stuckart.

**Roll Call**

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

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

**ADMINISTRATIVE REPORTS**

**Sister City Report – The Beauties of Jecheon, South Korea**

Chuck Rehberg, Past President of the Sister Cities Association and member of the Jecheon Board of Directors, advised that Jecheon partnered as a Sister City in Spokane in 1999. Jecheon has approximately 150,000 people, is located approximately 90 miles from Seoul, and the City has a lot of similarities to Spokane, such as oriental healing

and lots of beautiful mountains and lakes. Mr. Rehberg noted the exchanges between Jecheon and Spokane have gone on for about ten years now. He introduced Anna Waterman who represented Spokane as an ambassador during a recent trip to Jecheon. Ms. Waterman reported on her trip and shared her experiences.

## **BOARDS AND COMMISSIONS APPOINTMENTS**

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

**Upon Unanimous Roll Call Vote**, the City Council **approved** (and thereby confirmed) the appointment of Kathleen Torella as the County representative on the Community, Housing, and Human Services Board for a three-year term; **carried unanimously (Council Members Beggs and Waldref absent)**.

## **COUNCIL COMMITTEE REPORTS**

### **Public Safety & Community Health Committee**

Council Member Kinnear reported on the Public Safety and Community Health Committee meeting held earlier today (December 4, 2017). Minutes of the Public Safety and Community Health Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety and Community Health Committee.

## **OPEN FORUM**

**Ralph Harvey** indicated he heard that Spokane is going to pass an ordinance relating to people sleeping in their motor homes and RVs. He remarked that people don't have the money to move their motorhomes if their motorhome breaks down and they have nowhere to put it. He requested the City for a tent city and spoke regarding the homeless.

**James Earl** spoke on behalf of MAC, which he indicated is one of the organizations he volunteers with. He stated on November 20, he stood outside of City Hall and asked the people that MAC was serving one question: If you could ask or say one thing to City Hall, what would you want it to be? Mr. Earl shared the various responses he received.

**Alfredo Llamedo** spoke regarding Devon Tyler who recently passed away from suicide, and he commented on suicide prevention and suicide prevention skills.

**John Lossing**, with Spokane Community Gardens, spoke regarding the Giving the Change Project. He noted Community Gardens is working on capacity building, but there is not much of a volunteer base and he suggested hiring the homeless to do projects.



## LEGISLATIVE AGENDA

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

### RESOLUTIONS

#### **Resolution 2017-0099**

The City Council considered Resolution 2017-0099. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon 4-0 Roll Call Vote (Council Member Stratton abstaining and Council Members Beggs and Waldref absent), the Spokane City Council adopted Resolution 2017-0099** approving settlement of Nancy Goodspeed for \$165,000, arising from allegations as more fully described in the complaint filed in the United States District Court for the Eastern District of Washington, Case NO. 2:16-cv-00284-TOR.

There were no **Final Reading Ordinances**.

There were no **First Reading Ordinances**. (Note: First Reading Ordinance C35566 relating to the Salary Review Commission was tabled indefinitely during the 3:30 p.m. Briefing Session.)

There were no **Special Considerations**.

## HEARINGS

#### **Continuation of Public Hearing on 2018 Proposed Budget (FIN 2017-0001) (Continued from November 27, 2017)**

The City Council continued its public hearing on the 2018 Proposed Budget. Subsequent to public testimony from two individuals and Council commentary, the following action was taken:

**Motion** by Council Member Kinnear, seconded by Council Member Fagan, **to close** the 2018 Budget Hearing; **carried unanimously (Council Members Beggs and Waldref absent)**.

No individuals spoke during the **Second Open Forum**.

### **ADJOURNMENT**

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:36 p.m.

Minutes prepared and submitted for publication in the December 13, 2017, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2017.

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Ben Stuckart  
City Council President

**STUDY SESSION MEETING MINUTES**  
**SPOKANE CITY COUNCIL**  
**Thursday, December 7, 2017**

A Special Meeting of the Spokane City Council was held on the above date at 3:30 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Pro-Tem Waldref and Council Members Beggs, Fagan, Kinnear and Mumm were present. Council President Stuckart and Council Member Stratton were absent.

The following topic was discussed:

- 2018 Budget/Strategic Plan

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:50 p.m.

Minutes prepared and submitted for publication in the December 13, 2017, issue of the Official Gazette:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2017.

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Ben Stuckart  
City Council President

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

12/04/2017

<u>Date Rec'd</u>	11/14/2017
<u>Clerk's File #</u>	PRO 2016-0017
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2014107
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18690
Agenda Item Name	0370 - ADDITIONAL ADMINISTRATIVE RESERVE		

Agenda Wording

Authorization to increase the administrative reserve on the contract with T. LaRiviere Equipment & Excavation, (Athol, ID) for Lincoln Street/Monroe Street - 2nd Avenue to Main Avenue for an increase of \$251,889.34 for a total administrative reserve

Summary (Background)

During the construction of the Monroe Street/Lincoln Street Couplet many contract items overran, primarily at the City's direction for the benefit of the project and/or public convenience. Therefore it will be necessary to increase the administrative reserve.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 251,889.34		# 3200 95059 95300 56501 21001
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 11/27/17
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	Engineering Admin
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mhughes@spokanecity.org
<u>Additional Approvals</u>		kkeck@spokanecity.org
<u>Purchasing</u>		publicworksaccounting@spokanecity.org
		mdoval@spokanecity.org
		ktwohig@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

of \$563,999.40 or 18.1% of the contract price. (Riverside Neighborhood Council).

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**Engineering Services**  
**November 27, 2017**

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**Subject**

Project #2014107 - Monroe Street/Lincoln Street Couplet from 8<sup>th</sup> to Main Avenue  
Phase II – 2<sup>nd</sup> Avenue to Main Avenue. Request for Additional Administrative Reserve.

**Background**

During the construction of the above mentioned project many contract items overran, primarily at City's direction for the benefit of the project and/or public convenient. Of those, the following items had the greatest impact to the project budget:

- Removal and Replacement of Curbs and Sidewalks totaling \$92,000. The existing curbs and sidewalks were in such poor shape additional removal and replacement was required for a satisfactory outcome.
- Temporary Patching for water main replacement totaling \$56,000. To keep two lanes of traffic flowing during water main replacement all water main crossing required temporary patching.
- Removal and Replacement of Asphalt totaling \$128,000. On several side streets connections to existing City utilities were required that were outside the street removal limits. At these locations the cuts were squared off and the side street was rebuilt instead of patched.

Additional change orders have been processed or are expected for the following significant items:

- Additional Traffic Control and Devices totaling \$102,000. Additional traffic control and devices were required in several locations that were not anticipated on the traffic control plan. Additional flaggers were required for paving operations which occurred at night to minimize public impacts.
- Provide and Operate Light Plants totaling \$67,000. The existing lighting system was removed and replaced on the project. After removal of the existing lighting system, streets that were normally lit at night became very dark. The Contractor was asked to provide and operate light plants at each intersection for 4 months.
- Signal and Lighting revisions totaling \$33,000. In several locations the existing electrical system was not up to code. The existing system had to be brought up to current code before the new electrical system could be tied into the existing electrical system.
- Temporary Striping totaling \$22,000. Due to inclement weather, the final lift of asphalt could not be placed before the winter of 2016. The contractor was directed to place temporary striping prior to the winter shut down.

Original Contract Amount = \$3,121,100.60

**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**Engineering Services**  
**November 27, 2017**

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Existing Administrative Reserve = \$312,110.06 (10%)  
Additional Administrative Reserve Request: \$251,889.34 (8.1%)  
Projected Project Construction Cost = ~\$3,685,100.00 (~118.1%)

**Impact**

The aggregate contract change orders and quantity overruns are expected to exceed the 10% administrative reserve provided during contract award. It is estimated that the change orders and overruns will not exceed 18.1% of the original contract amount of \$3,121,100.60. Original funding amounts are sufficient to fulfill this request.

**Action**

Authorize additional administrative reserve to allow for the payment of quantity overruns, negotiations and payment of outstanding change orders, and to final the project. Increase the Administrative Reserve from \$312,110.06 to \$563,999.40 to final the project and comply with prompt pay laws.

**Funding**

This additional administrative reserve will be funded via the Arterial Street Fund.

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

12/18/2017

<u>Date Rec'd</u>	12/12/2017
<u>Clerk's File #</u>	ORD C35575
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - SBO ESTABLISHING CONTINGENCY IN STREETS (ICE/SNOW CONTROL)

**Agenda Wording**

Amending Ordinance No. C-35457 and appropriating funds in the Street Fund, FROM: Unappropriated Reserves, \$600,000; TO: Reserve for Budget Adjustment, same amount.

**Summary (Background)**

This ordinance establishes a contingency budget appropriation in the event additional funds are needed between now and year-end for costs associated with ice and snow removal operations. If the funds are not needed, they will remain in the Streets unappropriated reserves.

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

Expense	\$ 600,000	# 1100-21800-42660-59951-99999
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Select	\$	#
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Select	\$	#
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Select	\$	#
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**Approvals**

<b><u>Dept Head</u></b>	MARCHAND, CRYSTAL
-------------------------	-------------------

<b><u>Division Director</u></b>	MARCHAND, CRYSTAL
---------------------------------	-------------------

<b><u>Finance</u></b>	HUGHES, MICHELLE
-----------------------	------------------

<b><u>Legal</u></b>	DALTON, PAT
---------------------	-------------

<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY
-----------------------------	-------------------

**Additional Approvals****Purchasing****Council Notifications****Study Session****Other**

Finance Committee  
12/18/17

**Distribution List**

kschmitt@spokanecity.org

gkaesemeyer@spokanecity.org

smsimmons@spokanecity.org



ORDINANCE NO C35575

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Street Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Street Fund, and the budget annexed thereto with reference to the Street Fund, the following changes be made:

FROM:	1100-99999	Street Fund	
	99999-	Streets Unappropriated Reserves	<u>\$ 600,000</u>
TO:	1100-21800	Street Fund	
	42660-59951	Reserve for Budget Adjustment	<u>\$ 600,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish a contingency budget appropriation for ice and snow control, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

RES 2017-0104

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

4700 - RESOLUTION FOR CONKLIN AND 8TH STREET VACATION

Agenda Wording

Resolution setting hearing before the City Council for January 29, 2018 for the vacation of the West 3 feet of Conklin Street South of 8th Avenue , as requested by Stacy Bjordahl.

Summary (Background)

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

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

OtherPIES Committee -  
11/27/17Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

edjohnson@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

ebrown@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

kbecker@spokanecity.org

## RESOLUTION 2017-0104

WHEREAS, on September 28, 2017, the Spokane City Council received a petition for the vacation of the West 3 feet of Conklin Street, South of 8<sup>th</sup> Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the west 3 feet of Conklin Street from the South line of Hartson Avenue, to the South end of Conklin Street as platted in Block B of Hartson's Subdivision of Blocks 3,4,5,6,7 and 8 of Hartson and Townsend's Highland Park Addition to the City of Spokane, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the west 3 feet of Conklin Street from the South line of Hartson Avenue, to the South end of Conklin Street as platted in Block B of Hartson's Subdivision of Blocks 3,4,5,6,7 and 8 of Hartson and Townsend's Highland Park Addition to the City of Spokane, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **January 29, 2018**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

---

City Clerk

Approved as to form:

---

Assistant City Attorney



# P1706589VACA



**Right of Way Description:**  
Vacation of the west 3 feet of Conklin Street from the south line of Hartson Avenue to the south end of Conklin Street as platted in Block B of Hartson's Subdivision of Blocks 3,4,5,6,7, and 8 of Hartson and Townsend's Highland Park Addition to Spokane

## Legend



Vacation Area

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





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

12/18/2017

<u>Date Rec'd</u>	12/5/2017
<u>Clerk's File #</u>	RES 2017-0105
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<u>Contact Name/Phone</u>	KATIE MYERS 5096256733
<u>Contact E-Mail</u>	KMYERS@SPOKANECITY.COM
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0550 ONS - CYCLE 7 NEIGHBORHOOD COUCNIL TRAFFIC CALMING

**Agenda Wording**

A resolution regarding approval of traffic calming projects from cycle seven (7) applications to be paid through the Photo Red Traffic Calming Measures Fund and School Radar Fund.

**Summary (Background)**

This resolution lists the cycle seven (7) traffic calming projects that have been applied for by Neighborhood Councils and preliminarily approved by the Council Traffic Calming Subcommittee, for design, engineering and construction using funds from the Photo Red Traffic Calming Measures Fund and School Radar Fund. Total project estimates for Photo Red Traffic Calming measure fund: \$1,068,000. Total project estimates for School Radar fund: \$1,026,983.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 1,068,000.00	# Photo Red Traffic Calming Fund
Expense	\$ 1,026,983.00	# School Radar Fund
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	11/27/17, PIES
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	htrautman@gmail.com	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jmallahan@spokanecity.org	
<u>Additional Approvals</u>		inote@spokanecity.org	
<u>Purchasing</u>		bturner@spokanecity.org	
		kschmitt@spokanecity.org	

## RESOLUTION 2017-0105

A resolution regarding approval of traffic calming projects from cycle seven applications to be paid through the Traffic Calming Measures Fund and School Radar Fund.

WHEREAS, the City Council has adopted Resolution Nos. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves apply for; and

WHEREAS, neighborhoods have worked with city staff and council to finalize a list from cycle seven applications submitted to the City of Spokane. Now, therefore –

BE IT RESOLVED that the list of approved traffic calming projects for cycle seven (7) are as follows:

### District 1

- Minnehaha: Cooper Elementary, Yellow Flashing School Zone Lights (School Related Project), \$36,000.
- Whitman: Helena & Olympic, Sidewalks to be infilled on Helena from Olympic Ave. to Crown Ave (School Related Project), \$110,000.
- Whitman: N. Side of East Sanson (Whitman Elementary) sidewalk project (School Related Project), \$203,000.

### District 2

- Comstock: 43rd & Arthur traffic circles - from 43rd three Traffic Circles, at the intersections of Garfield Street, Arthur Street and Ivory Street, \$250,000.
- Comstock: 29th & Grand – invest \$40,000 for a traffic study for this corridor, \$40,000.
- Grandview Thorpe: West side of “D” St. from 20th to 21st – Infill sidewalks, \$72,000.
- Lincoln Heights: 11th/17th & Fiske, Greenway Project (wayfinding signage, sharrows on Fiske Street and 17th Ave., marked crosswalk on the east leg of 17th Avenue and Fiske Street), \$24,000.
- Lincoln Heights: 35th Ave & Fiske Rd. – In-fill Sidewalks (School Related Project), \$48,000.
- Manito Cannon Hill: Bernard St. & 18th – Bumpouts for school crossing (School Related Project), \$48,000.
- Manito Cannon Hill: 25th & Manito Blvd – Marked crosswalk on south side of Manito Blvd. and 2 ADA ramps at each end of crossing, \$28,000.
- Rockwood: Rockwood Blvd. /Sherman Ave. – Speed feedback signs, \$22,000.
- Southgate: E. 44th Ave. & S. Freya St. – Speed feedback signs, \$22,000.
- East Central: install a marked crosswalk on the South end of the intersection of 9<sup>th</sup> Ave and Cowley St. and to remove the ADA ramps closer to the intersection of Rockwood Blvd and 10<sup>th</sup> Ave, \$21,000.

District 3

- Audubon/Downriver: D St. & G St. on NW Blvd. – Speed Feedback Signs, \$22,000.
- Audubon/Downriver: NW Belt St. at Shadle Center – Bike Lanes & Crosswalk (School Related Project), \$17,000.
- Emerson/Garfield: Public Montessori School – signage, crosswalk & bumpout (School Related Project), \$103,513.
- Five Mile Prairie: Strong Road & 5 Mile Rd., Asphalt Walking Path, \$187,000.
- North Hill: Lacross between Wall & Normandie (Clark Park) – In-Fill Sidewalks, \$80,000.
- North Hill: Monroe & Heroy – update school flashing system & crosswalk (School Related Project), \$20,500.
- Northwest: Browne Elementary – Replace the overhead flashing crosswalk lights with 20 MPH When Flashing lights, add 4 bumpouts at student crossing (School Related Project), \$165,970.
- Northwest: Wellesley between Ash & Alberta – Add Hawk light, and crosswalk with pedestrian-island between Cannon and Elm (School Related Project), \$275,000.
- Northwest: Central Between Ash & Alberta – Infill sidewalks, \$300,000.

Amount of Photo Red: \$1,068,000

Amount of School Radar: \$1,026,983

**Total Cost for all recommended projects: \$2,094,983**

ADOPTED by the City Council \_\_\_\_\_ day of December 2017.

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

Approved as to Form:

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

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

RES 2017-0106

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BREEAN BEGGS 6714

Project #Contact E-Mail

BBEGGS@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 - SCHOOL ZONE TRAFFIC CAMERA FUND RESOLUTION

Agenda Wording

A Resolution regarding the use of school zone traffic camera funds.

Summary (Background)

This Resolution creates the framework for determining the use of funds received in payment of infractions under the school zone traffic camera pilot program.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther11/27/17 - Public  
InfrastructureFinance

DOVAL, MATTHEW

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing



## **RESOLUTION NO. 2017-0106**

A Resolution creating the framework for determining the use of funds received in payment of infractions under the school zone traffic camera pilot program.

**WHEREAS**, the City Council has the duty to take affirmative steps to protect the health, welfare, and safety of all people in the City of Spokane; and

**WHEREAS**, in that connection, the City Council passed Resolution 2014-0118 (Dec. 3, 2014), which established a school speed zone traffic camera pilot program at Finch and Longfellow Elementary Schools; and

**WHEREAS**, that pilot program has been a success; and

**WHEREAS**, the City Council has the authority and the responsibility for formulating budgetary policy pursuant to section 12 of the City Charter; and

**WHEREAS**, the City Council recognizes that the Police Department, Spokane Schools staff, and City of Spokane staff, as well as other partners, work to address safety issues at and near schools.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council adopts, pursuant to SMC 16A.64.200 and Chapter 46.63, RCW, the following framework for determining the uses for funds derived from school speed zone traffic camera infractions:

1. Revenues from school speed zone traffic cameras shall be used, at the discretion of the City Council, for the sole purpose of reducing speeding and increasing pedestrian safety conditions around schools. Funding shall be used for infrastructure and programming initiatives consistent with the City of Spokane Comprehensive and Pedestrian Plans and for the hiring of traffic officers. Revenues shall also be used to pay for the costs of the program as determined by the City Council, including court, vendor and administrative costs.
2. A subcommittee of the City Council, consisting of one member from each council district, shall be formed to advise the full City Council of the use and disposition of the school speed zone traffic camera funds for the purpose of specific improvements. This subcommittee may be the same as the current Council subcommittee on the use of photo red traffic calming funds. Proposals for spending school speed zone camera funds may be made and approved throughout the year regardless of the timing for traffic calming proposals made by neighborhood councils. The subcommittee will review and finalize application and implementation procedures proposed by staff with input from the Community Assembly and its committees.
3. The City Council may add additional school zone traffic cameras in order to reduce speeding and increase pedestrian safety along routes to schools located within the City of Spokane. In deciding whether to authorize additional cameras, the City

Council may rely on relevant information provided by the Police Department, the Streets Department, Spokane Schools, the Health District and/or traffic camera vendors. City Staff are encouraged to work with these same partners to develop performance measures for projects and programs funded by school zone traffic camera funds and provide regular reports to City Council. These measures include, without limitation, increased pedestrian activity and a reduction in speeds, traffic tickets and collisions along impacted safe routes to schools.

4. Two additional cameras should be installed in the first quarter of 2018 at the location of Maple and Ash, one facing north and one facing south, by Ridgeview Elementary. A third camera will be placed in the third quarter of 2018 on Monroe to address speeding near Willard Elementary.
5. The City Council may dedicate funds generated by the school speed zone traffic cameras to hire police officers for the Traffic Unit, provided that during times when students are traveling to and from school those additional officers' priority shall be to address speeding and safety concerns at and around schools.
6. The City Council will work directly with Capital Programs, Engineering Services, the Street Department, and other relevant City departments to leverage the school speed zone traffic camera funds with any other available funds for long-term, integrated projects.
7. Proposed projects using school speed zone traffic calming funds should be presented to impacted stakeholders, including formal notice to the impacted neighborhood councils and schools, prior to final approval in order to solicit feedback. At a minimum, impacted neighborhood councils and schools should be proactively engaged in the development of these projects.
8. The City Council may use the school speed zone traffic camera funds at its discretion for shorter-term, smaller capital or maintenance-related school-related improvements or ongoing programming that will meet the goals of increased pedestrian safety and reduced speeding, including, without limitation:
  - Installation of missing sidewalks on preferred walk-to-school routes;
  - Installation of new pedestrian crossing devices and signage;
  - Replacement of current signed school speed zone signs with "20 MPH when flashing" school zone devices;
  - Replacement of "fluorescent yellow green" school signs, of which there are over 2,100 in the City of Spokane, and all of which are beyond their normal life span;
  - Regular maintenance of the existing "20 MPH when flashing" devices, including full replacement, shelf stock replacement parts, and the unit

batteries, of which there are over 90, of which 80% are over the normal expected life span; and

- Partnering opportunities with local school districts, health districts, neighborhood councils, and local capital program coordinators to provide funding for activities such as Walking School Bus, Bicycle Rodeo Training, Safe Routes to School joint grant applications, and other similar activities.

Passed by the City Council this \_\_\_\_day of \_\_\_\_\_, 2017.

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City Clerk

Approved as to form:

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Assistant City Attorney

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

RES 2017-0107

Renews #Submitting Dept

RETIREMENT

Cross Ref #Contact Name/Phone

PHILLIP TENCICK 6336

Project #Contact E-Mail

PTENCICK@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

6100-RETIREMENT CONTRIBUTION CHANGE

Agenda Wording

Approve a resolution to adopt the change in the Spokane Employees' Retirement System (SERS) contribution rates from 8.25% to 9.0%, in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

The Spokane Employees' Retirement System Board met on December 6, 2017 and voted to approved the change in contribution rates from 8.25% of eligible compensation for both the employee and City of Spokane (16.5% total) to 9.00% of eligible compensation for both the employee and City of Spokane (18.0% total) as negotiated with bargaining units, effective pay period beginning December 17, 2017

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TENCICK, PHILLIP

Study SessionDivision DirectorOther

11/20/17

Finance

CLINE, ANGELA

Distribution ListLegal

DALTON, PAT

ptencick@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

cshisler@spokanecity.org

Additional Approvals

rorr@spokanecity.org

Purchasing

dleonardchaffin@spokanecity.org

**RESOLUTION NO. 2017-0107**

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070.

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, as of November 27, 2017, all of the bargaining units representing SERS members agreed to an increase in contributions, and

WHEREAS, the contributions will be increased from 8.25% of eligible compensation for both the employee and City of Spokane (16.5% total) to 9.00% of eligible compensation for both the employee and City of Spokane (18.0% total), and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 17, 2017, with the first contributions paid from the payday on January 5, 2018, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately \$760,000 per year, with an equivalent reduction in take home pay for employees, and

WHEREAS, the increased contribution rate is in line with the Actuarially Determined Contribution (ADC) Rate of 17.87%, as calculated by the Plan's actuary as of December 31, 2016, which will improve the Plan's fiduciary position, and

WHEREAS, the Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the Board met on December 6, 2017 and voted to approve the increased contribution rates, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 8.25% to 9.00% of eligible compensation for both SERS participants and the City of Spokane.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

RES 2017-0108

Renews #Submitting Dept

RETIREMENT

Cross Ref #Contact Name/Phone

PHILLIP TENCICK 6336

Project #Contact E-Mail

PTENCICK@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

6100-RETIREMENT MORTALITY TABLES CHANGE

Agenda Wording

Approve a resolution to adopt the change in the Spokane Employees' Retirement System (SERS) mortality tables, in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

The Spokane Employees' Retirement System Board met on June 28, 2017 and voted to adopt the RP-2000 mortality tables effective with the December 31, 2017 valuation and January 1, 2018 annuity calculations.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TENCICK, PHILLIP

Study SessionDivision DirectorOther

11/20/2017

Finance

DOVAL, MATTHEW

Distribution ListLegal

DALTON, PAT

ptencick@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

cshisler@spokanecity.org

Additional Approvals

wdowd@sageviewadvisory.com

Purchasing

**RESOLUTION NO. 2017-0108**

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the mortality table in accordance with Spokane Municipal Code 4.14.070.

WHEREAS, SERS' actuary, SageView Consulting Group, conducts an experience study every five years to evaluate the accuracy of the actuarial assumptions used for determining the SERS pension liability, and

WHEREAS, the experience study was completed on June 28, 2017, using data from the 5-year period of January 1, 2012 to December 31, 2016, and

WHEREAS, the study recommended updating the mortality table from the 1994 GAM table to the RP-2000 (fully generational) table to provide a more contemporary mortality table when projecting participant life spans, and

WHEREAS, the Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the Board met on June 28, 2017 and voted to use the RP-2000 mortality table, and

WHEREAS, the updated mortality table will be used for valuations as of December 31, 2017, and

WHEREAS, SMC 4.14.070 allows the Board to change the mortality table with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the use of the RP-2000 (fully generational) mortality table for the SERS Plan.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	RES 2017-0109
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - APPROVING MOVING FORWARD ON FREYA STREET PROJECT

**Agenda Wording**

A resolution granting approval for the City, in conjunction with the 2018-2023 Comprehensive Street Program, for the rebuild of North Freya Street, between Garland Avenue and Francis Avenue.

**Summary (Background)**

Freya Street is important due to its connectivity between the North Spokane Corridor and vacant parcels of land for industrial development within a targeted investment area, the Yard. Because the City has no identified funds with which to purchase wider right of way, and because the City does not have "roadways of significance" policy consistent with the Comprehensive Plan, the City Council determines that this Freya project should move forward notwithstanding the complete streets policy.

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

Neutral	\$	#
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Select	\$	#
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	PIES, 12/11/2017
<b><u>Finance</u></b>	DOVAL, MATTHEW	<u>Distribution List</u>	
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		

**Additional Approvals**

<b><u>Purchasing</u></b>		



## **RESOLUTION NO. 2017-0109**

A Resolution approving the project for a complete rebuild of Freya Street, extending from Garland Avenue to Francis Avenue, as adopted in the 2018-2023 Six-Year Comprehensive Street Program.

**WHEREAS**, the City Council, by Resolution No. 2017-0053 (June 19, 2017), adopted the 2018-2023 Six-Year Comprehensive Street Program (the “Program”); and

**WHEREAS**, the Freya Street project, from Garland Avenue to Francis Avenue, STR-2017-8 (the “Project”), was approved as a part of the Program pursuant to the “roadways of significance” strategy; and

**WHEREAS**, the Project is a proposal to construct a full-depth roadway with drainage to bio-infiltration facilities aside the roadway, with intersection radii to be built for industrial freight movements to ensure that Freya Street can function properly in the capacity of the surrounding industrial usage and serve the future development; and

**WHEREAS**, however, during the most recent and just-completed Comprehensive Plan update, the City Council did not approve the “roadways of significance” as a strategy under which projects which do not score well enough on the Plan Commission’s Transportation Subcommittee’s project decision matrix may be added to the Program notwithstanding the project’s specific score within the project decision matrix; and

**WHEREAS**, due to the narrow width of Freya Street at that location and the lack of funds available to obtain the right of way needed to build a wider street in that location, the Project will be built to resemble a county-like road but pavement depths and travel lane widths will be built to City street standards; and

**WHEREAS**, despite the fact that the City Council has approved the Project as a part of the Program, the Project does not score high enough on the project decision matrix utilized by the Plan Commission’s Transportation Subcommittee to be a part of the Program; and

**WHEREAS**, although the Project should be designed and built to the City’s “complete streets” standard, pursuant to SMC 17H.020.040, the Project can be exempted from “complete streets” where, as here, the project is intended to serve industrial development, and as such, “[t]here is a documented absence of current or future need” for a “complete street.” SMC 17H.020.050(C);

**WHEREAS**, the Project is important to the further economic development efforts in an identified targeted investment area, the Yard; and

**WHEREAS**, the Project is an important roadway due to its proximity and connection with the North Spokane Corridor and future industrial development.

**NOW, THEREFORE, BE IT RESOLVED** that the Freya Street project, from Garland Avenue to Francis Avenue, STR-2017-8 is approved to move forward as adopted within the 2018-2023 Six-Year Comprehensive Street Program.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	RES 2017-0110
<u>Renews #</u>	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	AMBER 6275	Project #	
Contact E-Mail	AWALDREF@SPOKANEECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - ADOPTING THE CITY'S 2018 STATE LEGISLATIVE AGENDA		

Agenda Wording

A Resolution adopting the City's agenda for the 2018 state legislative session.

Summary (Background)

Each year, the City Council, in conjunction with the administration and our state legislative delegation, form a list of items to pursue and support in the upcoming state legislative session in Olympia. This resolution adopts the attached legislative agenda.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> various
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2017-0110

A Resolution setting the City's 2018 state legislative agenda.

WHEREAS, legislative efforts on behalf of the City of Spokane to influence, guide, or affect the passage of legislation in the Washington State legislature are enhanced by the adoption of a comprehensive package of proposals that have been officially adopted by the City Council after consultation with the Mayor; and

WHEREAS, section 02.03.030 of the Spokane Municipal Code provides that "[a]ny legislative agenda to be advocated for by the City of Spokane at the state or federal level shall be adopted and may be amended by resolution of the City Council, after consultation with the Mayor, as the official legislative agenda of the City of Spokane"; and

WHEREAS, SMC 02.03.030 also provides that "[a]ll lobbying activity, either by City officials or private parties authorized under this chapter shall be consistent with the legislative agenda adopted by the City Council"; and

WHEREAS, members of the City Council and Council staff have consulted with the Mayor and the Mayor's staff concerning the various items on this legislative agenda.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves as its legislative agenda for the 2018 Washington legislative session the document attached as Exhibit A hereto.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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



# City of Spokane

## 2018 State Legislative Agenda

### Spokane-Specific Priorities

#### ***Reduce Property Crime through supervision of offenders in Spokane County***

Spokane seeks the establishment of an evidence-based pilot program for the supervision of property crime offenders to reduce recidivism and the court and jail costs.

#### ***Stabilize Neighborhoods by Confronting Zombie Foreclosures***

Implement legislation to address the crisis of abandoned, foreclosed (“zombie”) homes which hurt the health and safety of cities across the state by: 1) reducing barriers to lenders/loan servicer’s ability to maintain and secure abandoned properties in foreclosure; 2) removing the \$2,000 cap on priority liens; and 3) accelerating the foreclosure process for these abandoned, vacant properties.

#### ***Provide Crisis Mental Health Intervention & Diversion in Spokane County***

Capital ask in the amount of \$2M in partnership with Spokane County to retrofit a building into a 16-bed facility for diversionary programs for non-violent offenders. The facility would provide wrap-around services for offenders in need of mental health crisis intervention and management in lieu of jail time for up to 72 hours. The costs of the services would be covered by Medicaid and not incurred by the local jurisdiction in an effort to reduce jail costs and recidivism.

#### ***Accelerated Rehabilitation and Community Safety (“ARCS”)***

We seek to amend current sentencing statutes to provide for a new sentencing alternative under which the Department of Corrections can enter into agreements with counties, like Spokane County, that are willing to provide supervision and evidence-based programming for non-violent felony property crime offenders.

#### ***Incentivize the Development of Vacant and Undeveloped Parcels***

We seek to incentivize the development of vacant or undeveloped properties through a limited property tax abatement. The goal is to improve and develop properties with new housing, office, retail, and mixed uses, including structured parking.

### Legislative Efforts We Support

#### ***Fair Chance Hiring (“Ban the Box”)***

After passage of a Spokane-specific fair chance hiring ordinance, the City supports state-wide legislation that prohibits employers from asking about felony arrests or convictions before an applicant is determined otherwise qualified for a position.

***Campaign Finance Reform***

The City supports legislation lowering campaign contribution limits, defining election cycles and requiring political committees making independent expenditures to disclose and report concerning contributors in compliance with RCW 42.17A.320.

***Proportional Representation on Public Transit Benefit Area (“PTBA”) Boards***

The City supports efforts to improve the governance of public transportation benefit area boards to assure proportional representation based on population of the county and the cities within the urban areas.

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

12/11/2017

<u>Date Rec'd</u>	11/28/2017
<u>Clerk's File #</u>	ORD C35568
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	4700 - IVORY ABBEY REZONE ORDINANCE

**Agenda Wording**

An Ordinance changing the zone from Residential Single-Family (RSF) to Residential Single-Family Compact (RSF-C) for property located 1217 E 15th Ave in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**Summary (Background)**

The applicant of Ivory Abbey Rezone and Pocket Residential Short Plat, applied for a rezone from RSF to RSF-C and a preliminary short plat of the existing parcel at 1217 E 15th Ave, near the Perry District. SMC 17C.110.030 states that the RSF-C zone can be applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan and to parcels that are wholly or partially within one-quarter mile of a CC Core designated on the land use plan map of the Comp Plan.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WEST, JACQUE	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Urban Development Committee - 11/13/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	abrast@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kbecker@spokanecity.org	
<u>Additional Approvals</u>		jwest@spokanecity.org	
<u>Purchasing</u>		jmallahan@spokanecity.org	

**BRIEFING PAPER**  
**City of Spokane**  
**Urban Development Committee**  
**November 13, 2017**

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**Subject:**

A rezone from RSF (Residential Single-Family) to RSF-C (Residential Single Family Compact)

**Purpose:**

The applicant of Ivory Abbey Rezone and Pocket Residential Short Plat, file Z17-424FEW3, applied for a rezone from RSF to RSF-C and a preliminary short plat of the existing parcel at 1217 E 15<sup>th</sup> Ave near the Perry District. SMC 17C.110.030 states that the RSF-C zone can be applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan and to parcels that are wholly or partially within one-quarter mile of a CC Core designated on the land use plan map of the comprehensive plan. The property at 1217 E 15<sup>th</sup> Ave has a land use plan designation of residential 4-10 and is roughly 900 feet from CC zoned property at 12<sup>th</sup> and Perry.

The application received an approval from the Hearing Examiner on October 17<sup>th</sup>, 2017 and the appeal period ended on October 31, 2017.

Per Table 17G.060-3, after a rezone application is approved by the Hearing Examiner, City Council review is required. Staff has reviewed the application and has determined that it meets the requirements of SMC 17C.110 and qualifies for the rezone approval.

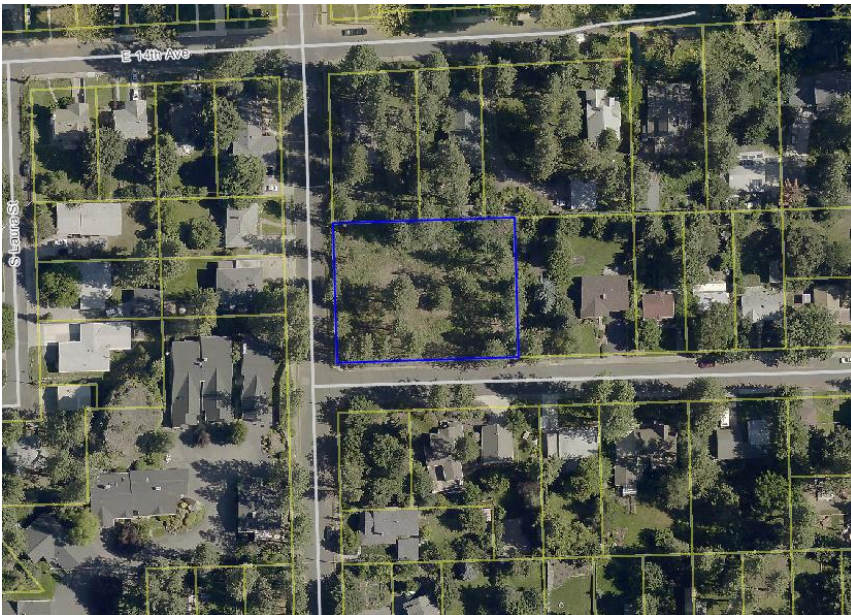
**Details:**

Grant Keller

Qualifying parcel: 35291.0121

Application: Rezone to RSF-C and short plat of 6 single-family lots

**Project Area Map:**



**Recommendation:**

Pursuant to Table 17G.060-3, the city council reviews and approves the rezone. This application will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, [abrast@spokanecity.org](mailto:abrast@spokanecity.org)  
Planning & Development Services Department



**ORDINANCE NO. C35568**

An Ordinance changing the zone from Residential Single-Family (RSF) to Residential Single-Family Compact (RSF-C) for property located 1217 E 15<sup>th</sup> Ave in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

**WHEREAS**, the Hearing Examiner held a public hearing on this matter on October 5<sup>th</sup>, 2017, on the request of the owner of certain property zoned RSF, and generally located at the northeast intersection of Ivory St and 15<sup>th</sup> Ave in the City and County of Spokane, State of Washington, and on October 17<sup>th</sup>, 2017, recommended approval of said zone change for said property subject to conditions; and

**WHEREAS**, this designation is not a major action significantly affecting the quality of the environment; and

**WHEREAS**, the City Council, upon public hearing, adopts the Findings, Conclusions, and Decision of the Hearing Examiner, dated October 17, 2017 and further determines that this rezone furthers the accomplishment of the Land Use Element of the Comprehensive Plan, encourages orderly development of a type and at a time that enhances the neighborhood, and does not produce adverse effects on the local environment; NOW, THEREFORE - - -

The City of Spokane does ordain that the Director of Planning Services be directed to change the Official Zoning Map adopted by Spokane Municipal Code Section 17A.040.020, so as to designate the property described as:

**Roosevelt Addition L5 and the W30ft of L6, B1**

in the County of Spokane, State of Washington, with a Residential Single Family Compact Zone.

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

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

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

Approved as to Form:






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

\_\_\_\_\_  
Mayor

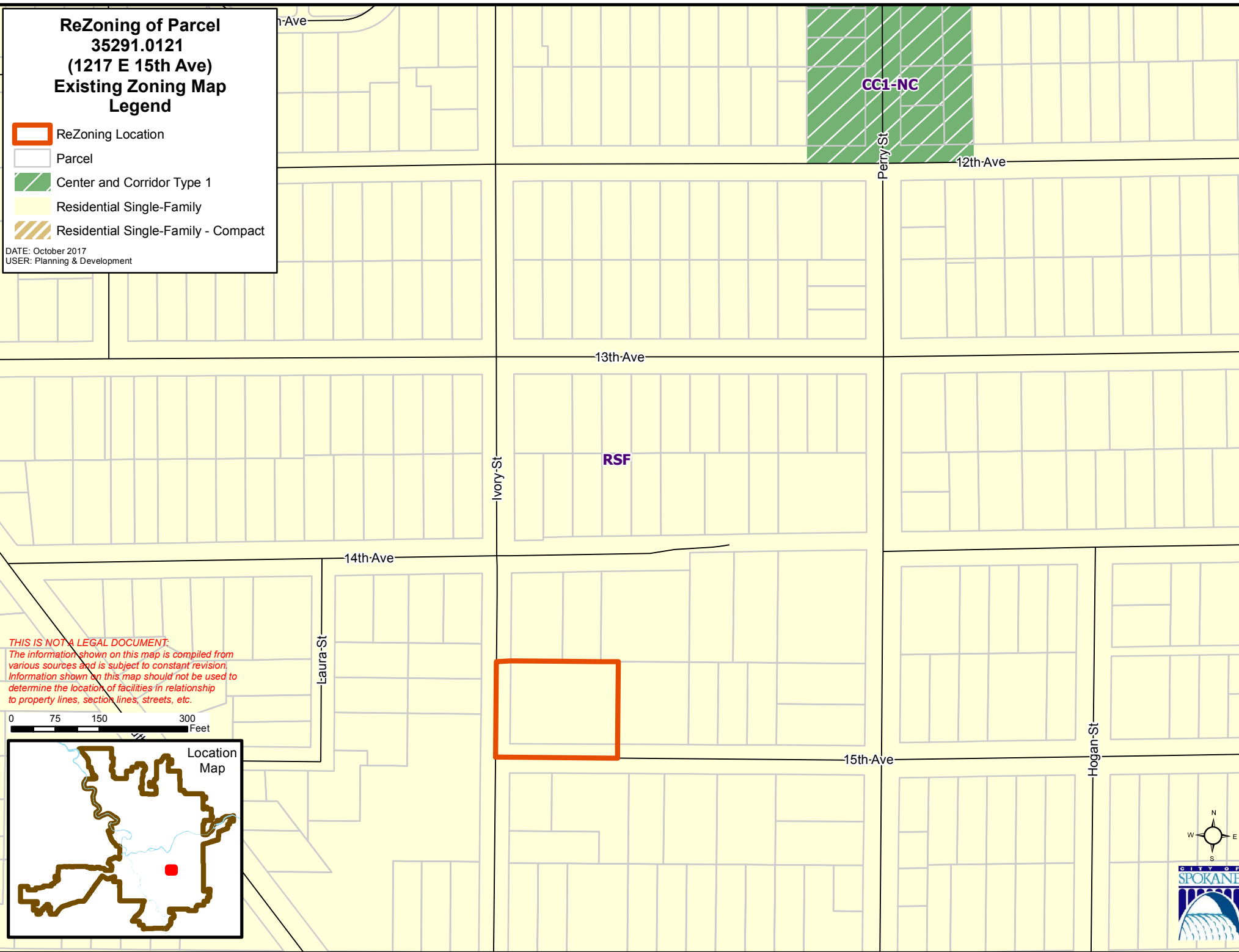
\_\_\_\_\_  
Date

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

# ReZoning of Parcel 35291.0121 (1217 E 15th Ave) Existing Zoning Map Legend

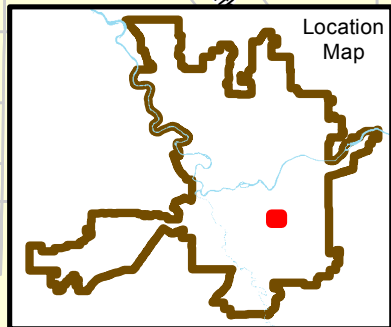
-  ReZoning Location
-  Parcel
-  Center and Corridor Type 1
-  Residential Single-Family
-  Residential Single-Family - Compact

DATE: October 2017  
USER: Planning & Development








**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.

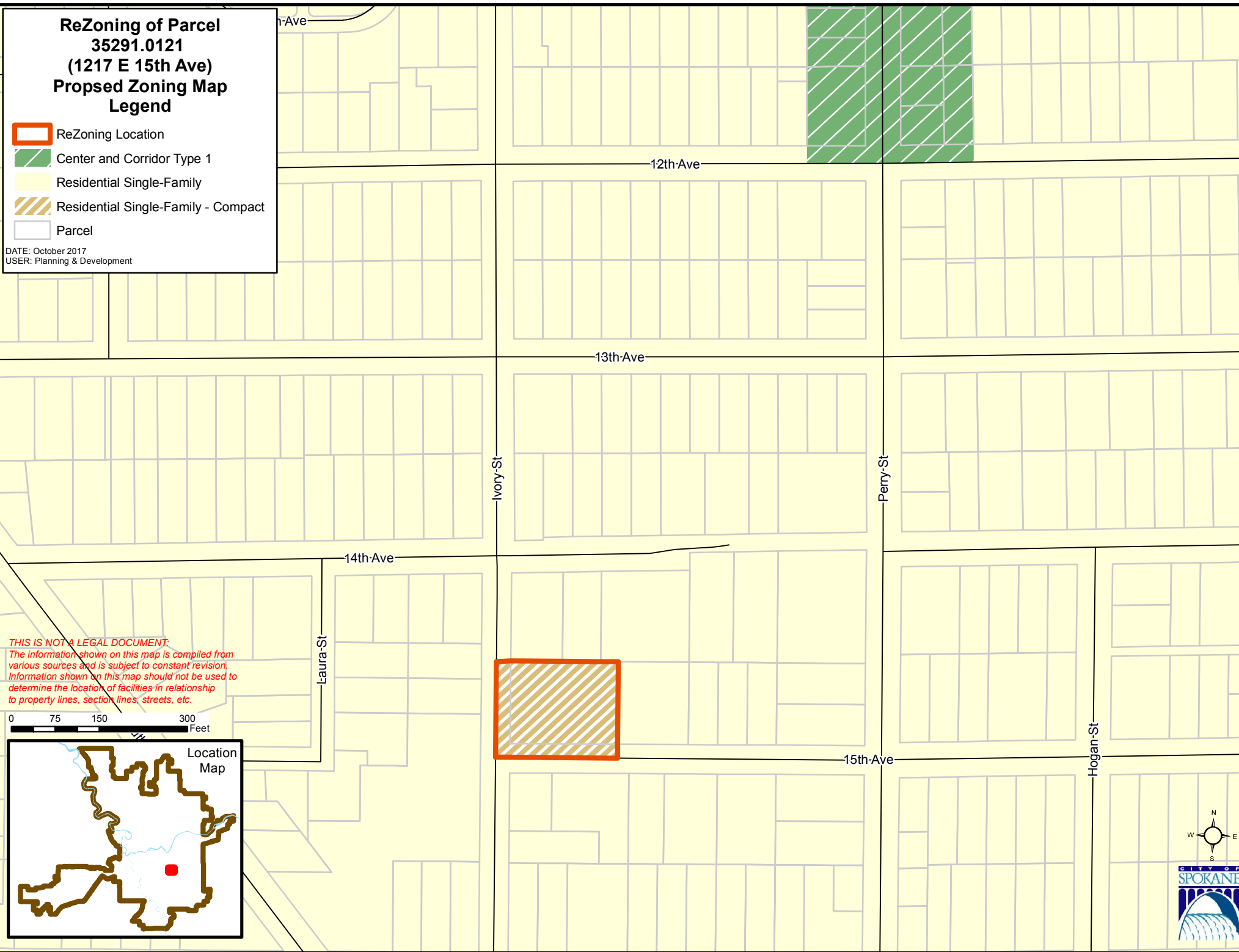
0 75 150 300 Feet



# ReZoning of Parcel 35291.0121 (1217 E 15th Ave) Proposed Zoning Map Legend

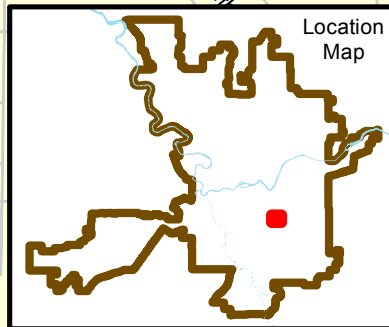
-  ReZoning Location
-  Center and Corridor Type 1
-  Residential Single-Family
-  Residential Single-Family - Compact
-  Parcel

DATE: October 2017  
USER: Planning & Development



**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.

0 75 150 300 Feet



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

12/11/2017

<u>Date Rec'd</u>	11/29/2017
<u>Clerk's File #</u>	ORD C35571
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact</u>	BEN 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SPOKANE FAIR ELECTIONS ORDINANCE		

Agenda Wording

An ordinance enacting the Spokane Fair Elections Code; instituting campaign contribution limits and disclosure requirements; amending chapter 01.07 and sections 01.02.950, 01.05.210, 07.06.500, and 07.08.149 of the Spokane Municipal Code.

Summary (Background)

This ordinance creates the Spokane Fair Elections Code. This ordinance: Clarifies that all members of Pro and Con Committees for ballot measures should be registered voters in the city of Spokane. Designates the City Clerk's Office as the City's Election Resources Center. Establishes the City of Spokane's campaign contribution limit at \$500 per election for all individuals, political committees, political parties, legislative committees, and caucus committees.

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

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	11/2
<u>Division Director</u>		<u>Other</u>	Finance &
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	sstopher@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mormsby@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Defines election cycle as the first day of January in the year prior to the general election for the office the candidate is seeking, until 14 days after the date of the general election or until the election results are certified, whichever occurs last. Prohibits City elected officials and candidates from soliciting and/or receiving contributions from a contractor or subcontractor (including partners/principals with equity interest totaling more than 10%) who has earned more than \$50,000 in City contracts or from any contractor participating in a contract award period. Requires that bidders affirm and certify that they will comply and will notify their principals and subcontractors of the campaign contribution provisions of this chapter. Please summary for additional explanation.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## **ORDINANCE NO. C35571**

An ordinance enacting the Spokane Fair Elections Code; instituting campaign contribution limits and disclosure requirements; amending chapter 01.07 and sections 01.02.950, 01.05.210, 07.06.500, and 07.08.149 of the Spokane Municipal Code.

**WHEREAS**, City of Spokane has seen an increase in “dark money” and “gray money” in local elections which fails to disclose or makes it hard to determine the source of the political spending; and

**WHEREAS**, local political campaign contributions and expenditures should be fully disclosed to the public and secrecy in the sources and application of such contributions for local elections should be avoided; and

**WHEREAS**, lower contribution limits require candidates to expand beyond the narrow group of large individual, corporate, and union donors thus reducing the threat of City of Spokane elected officials becoming too compliant with the wishes of large contributors; and

**WHEREAS**, political parties and legislative district committees have been accused of contributing “earmarked” campaign donations to nonpartisan City of Spokane candidates for elected office from donors who have already reached the contribution limit; and

**WHEREAS**, monetary contributions to local political campaigns are a form of participation in our political process, but the financial strength of individuals or organizations should not enable them to exercise undue influence on the judgment of City of Spokane local officials; and

**WHEREAS**, the people of Spokane should be assured that the private financial dealings of the Mayor, the City Council, the Municipal Court judges, and candidates for those offices present no conflict of interest between the public trust and private interest; and

**WHEREAS**, contractors have received more than \$116 million dollars in City of Spokane contracts after donating \$88,000 to current elected officials thereby creating the appearance of quid pro quo corruption; and

**WHEREAS**, City of Spokane contractors, City of Spokane Public Sector Unions, and business lobbyists with City interests have made contributions to City of Spokane Elected Officials outside the year the official appeared on the ballot thereby creating the appearance of quid pro quo corruption; and

**WHEREAS**, federal law prohibits foreign nationals from contributing to candidates for elected office in the United States;

**WHEREAS**, public faith and confidence in the governing institutions of the City of Spokane is essential and must be promoted by assuring the people of Spokane of the impartiality, decency, and honesty of the officials and the appointees that represent them in all public transactions and decisions; and

**WHEREAS**, the Spokane City Council believes that it is absolutely crucial to restore the public trust in our institutions and our elected officials by instituting a set of local campaign finance restrictions and regulations, which will have the effect of deterring quid pro quo corruption and reducing the appearance of quid pro quo corruption and ensuring fair play.

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

**Section 1.** That chapter 01.07 of the Spokane Municipal Code is amended to read as follows:

**Section 01.07.003 Title: Purpose and Intent**

- A. This chapter shall be titled and referred to as the Spokane Fair Elections Code.
- B. The purpose of this chapter is to institute regulations for the fair conduct of elections for citywide office and to ensure a high degree of transparency in the conduct of local elections. The City of Spokane is authorized to legislate in this area as a valid exercise of the City's police power, pursuant to Washington Constitution Art. XI, secs. 10 and 11 and RCW 35.22.020 and RCW 35.22.195.
- C. The City intends, by enacting this chapter, to provide for transparency, fairness, accountability, and integrity in the conduct of elections for City office, to promote and increase political participation and the open discussion of issues, and to reduce the effect of financial contributions on the integrity of our elections and our government.
- D. This chapter is intended to compliment and be consistent with chapter 42.17A RCW as enforced by the Washington State Public Disclosure Commission. In the event of a conflict between this chapter and chapter 42.17A RCW, state law controls.
- E. The City of Spokane has a strong governmental interest in preventing corruption, and the appearance of corruption, in its political processes, such as the election of City officials. This chapter, by strengthening limits on political contributions, therefore serves the City's strong interests in preventing corruption and the appearance of corruption because it reduces the risk of *quid pro quo* arrangements and mitigates the appearance of corruption which is created by the real or potentially coercive influence of large financial contributions on the actions of candidates and elected officials.

- F. It is the intent of the City Council to advocate for campaign finance reforms at the state and federal level.

### **Section 01.07.005 Definitions**

- A. "Agency" means the City of Spokane Contract and Business Standards Compliance Office within the City's Department of Grants Management and Financial Assistance or its delegate.
- B. "Authorized committee" means the political committee authorized by a candidate for the office of Mayor, City Council Member, or Municipal Court Judge to accept contributions or make expenditures on behalf of the candidate or public official.
- C. "Bona fide political party" means:
1. An organization that has been recognized as a minor political party by the Washington Secretary of State;
  2. The governing body of the state organization of a major political party, as defined in RCW 29A.04.086, that is the body authorized by the charter or bylaws of the party to exercise authority on behalf of the state party; or
  3. The country central committee or legislative district committee of a major political party.
- D. "Candidate" means any individual who seeks election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge, whether or not successfully. An individual is deemed to seek election when he or she first:
1. Solicits or receives contributions;
  2. Makes expenditures or reserves space or facilities with intent to promote his or her candidacy for office;
  3. Announces publicly or files for office;
  4. Purchases advertising space or broadcast time to promote his or her candidacy;
  5. Makes expenditures or solicits or receives contributions to explore the possibility of seeking election to the office of Mayor, member of the Spokane City Council, or Municipal Court Judge; or
  6. Gives his or her consent to another person or political committee to take on behalf of the individual any of the actions in subsections 1, 2, 4, or 5 of this section.
- E. "Caucus political committee" means a political committee organized and maintained by the members of a major political party in the Washington State Senate or Washington State House of Representatives.
- F. "City office" means any elective office established by Section 5 of the Spokane City Charter, namely, Mayor, City Council member, and Municipal Court judge.



- G. "Collectively bargain" means the performance of the mutual obligations of the public employer, including the City of Spokane or the Mayor, and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours, and working conditions, which may be peculiar to an appropriate bargaining unit of the public employer, except that by such obligation neither party may be compelled to agree to a proposal or be required to make a concession unless otherwise allowed under Washington state law.
- H. "Continuing political committee" means a political committee that is an organization of continuing existence not established in anticipation of any particular election campaign.
- I. "Contract" has the same meaning as in SMC 07.06.040.
- J. "Contractor" means any person or entity who has received the award of a contract, submitted a bid or proposal in any form for the award of a contract, including any other person or entity who seeks the award of the contract and is contesting, appealing or protesting the award of the contract as proposed. The term shall include the proprietor for a sole proprietorship, each partner or principal having an equity interest of ten percent (10%) or more for a partnership and each corporate officer, corporate director, or shareholder of ten percent (10%) or more of the outstanding shares of stock for a corporation. The term shall also include any subcontractor authorized to provide all or a portion of goods, labor, or services in fulfillment of an award of a contract. This definition does not include the employees of such a person or, if the person is a union, the members of that union.
- K. "Contribution" means a loan, gift, deposit, subscription, forgiveness or indebtedness, donation, advance, pledge, payment, transfer of funds between political committees, sums paid for tickets to fundraising events, the financing by a person of the dissemination, distribution, or republication, in whole or in part, of broadcast, written, graphic, or other form of political advertising or electioneering communication prepared by a candidate, a political committee, or its authorized agent, or anything of value, including personal and professional services for less than full consideration. "Contribution" also includes an expenditure made by a person in cooperation, consultation, or concert with, or at the request of suggestion of, a candidate, a political committee, the person or persons named on the candidate's or committee's registration form who direct expenditures on behalf of the candidate or committee, or their agents. "Contribution" does not include:
1. Interest on moneys deposited in a political committee's account;
  2. Ordinary home hospitality;

3. The rendering of legal or accounting services on behalf of a candidate or an authorized political committee but only to the extent that the services are for the purpose of ensuring compliance with city of state election or public disclosure laws;
  4. The rendering of personal services of the sort commonly performed by volunteer campaign workers;
  5. Incidental expenses personally incurred by campaign workers not in excess of \$25, in the aggregate, during the applicable period, personally paid for by a volunteer campaign worker; or
  6. An internal political communication primarily limited to the members of a political party organization or political committee, or to the officers, management staff, or stockholders of a corporation or similar enterprise, or to the members of a labor organization or other membership organization.
- L. “Designated Treasurer” means the individuals appointed by an incidental committee, responsible for filing and maintaining the incidental committee’s statement of organization with the City of Spokane Clerk’s Office.
- M. “Election for city office” means any primary, general, or special election for city office as defined in this section.
- N. “Elected official” means any person elected by a general or special election to city office as defined in this section, and any person appointed to fill a vacancy in any such office.
- O. “Election cycle” means the first day of January in the year prior to the general election for the office the candidate is seeking, until 14 days after the date of the general election or until the election results are certified, whichever occurs last.
- P. “Entity” means any business corporation, group, agency, nonprofit corporation, limited liability partnership, limited partnership, limited liability company, and general cooperative association.
- Q. “Expenditure” includes a payment, contribution, subscription, distribution, loan, advance, deposit, or gift of money or anything of value, and includes a contract, promise, or agreement, whether or not legally enforceable, to make an expenditure. “Expenditure” also includes a promise to pay, a payment, or a transfer of anything of value in exchange for goods, services, property, facilities, or anything of value for the purpose of assisting, benefitting, or honoring any public official or candidate, or assisting in furthering or opposing any election campaign. “Expenditure” does not include the partial or complete repayment by a candidate, political committee, or incidental committee of the principal of a loan, the receipt of which loan has been properly reported.

- R. “Foreign-owned entity” means any entity, regardless of type of entity, jurisdiction of incorporation, or principal place of business, which is owned 51% or more by a foreign national or a foreign government.
- S. “General election” means the election of a person to city office of Mayor, excluding primary elections.
- T. “Incidental committee” means any nonprofit organization, regardless of purpose, not otherwise defined as a political committee but that may incidentally make a contribution or an expenditure in support of, or opposition to, any candidate for city office, whether directly or through a political committee.
- U. “Independent expenditure” means an expenditure that:
1. is made in support of or in opposition to a candidate for city office by a person who is not:
    - A. A candidate for that office;
    - B. An authorized committee of that candidate for that office;
    - C. A person who has received the candidate’s encouragement or approval to make the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office; or
    - D. A person with whom the candidate has collaborated for the purposed of making the expenditure, if the expenditure pays in whole or in part for political advertising supporting that candidate or promoting the defeat of any other candidate or candidates for that office.
  2. pays in whole or in part for political advertising that either specifically names the candidate supported or opposed, or clearly and beyond any doubt identifies that candidate without using the candidate’s name; and
  3. whether alone or in conjunction with other expenditure(s) by the same person in support of or in opposition to that candidate, has a value of eight hundred dollars (\$800) or more. A series of expenditures, each of which is under eight hundred dollars (\$800), constitutes one independent expenditure if their cumulative value is eight hundred dollars (\$800) or more.
- V. “Person” means an individual, partnership, joint venture, union, bargaining unit, public or private corporation, association, federal, state or local government entity or agency however constituted, candidate, committee, political committee, incidental committee, continuing political committee, political party, executive

committee thereof, or any other organization or group of persons, however organized.

- W. “Political committee” means any person (except a candidate or an individual dealing with his own funds or property) having the expectation of receiving contributions or making expenditures in support of, or opposition to, a candidate for Mayor, member of the Spokane City Council, Municipal Court Judge, or any city ballot proposition.
- X. “Surplus funds” means the balance of contributions that remain in the possession or control of that committee or candidate subsequent to the election for which the contributions were received, and that are in excess of the amount necessary to pay remaining debts incurred by the committee or candidate with respect to that election.

#### **Section 01.07.010 Local Voters’ Pamphlet – Pro and Con Committee Statements**

- A. Consistent with state law and the Spokane County auditor’s administrative rules regarding participation in a local voters’ pamphlet as they currently exist or as may be amended, the ~~((city council))~~ Spokane City Council shall formally appoint by ~~((council))~~ resolution a Pro Committee to prepare arguments advocating voters’ approval of a ballot measure and a Con Committee to prepare arguments advocating voters’ rejection of the measure. A Pro Committee established to prepare arguments advocating voters’ approval of a ballot measure submitted pursuant to an initiative or referendum shall include the sponsor or a representative of the sponsor of the initiative or referendum. A Con Committee established to prepare arguments advocating voters’ rejection of a ballot measure submitted pursuant to an initiative or referendum shall include a representative of any political committee opposing the measure that has filed a C-1 registration statement with the Washington Public Disclosure Commission. All committee members shall be registered voters in the city of Spokane.
- B. Once established, the committees shall prepare arguments for and against local ballot measures to be included in the voters’ pamphlet consistent with state law and the Spokane County auditor’s administrative rules.
- C. If a local voters’ pamphlet is not published and distributed, the City shall participate with the Spokane County auditor’s office in the posting of the election information on the County’s website or on the City of Spokane’s election resources page.
- D. For purposes of this section, the term “measures”~~((Measures shall include))~~includes all ballot ~~((measure))~~measures placed on a local election ballot including measures submitted to the electorate pursuant to the City’s initiative and referendum procedure.

#### **Section 01.07.020 Voter Registration & Election Resources**

- A. Beginning with the first City of Spokane utility bill of the year in which a city general election is held, ~~((All))~~ each utility ~~((bills))~~ bill shall include voter registration information ~~((regarding how citizens may register to vote, including applicable))~~ and links to the Spokane County Elections Office and the Washington State Secretary of State websites. ~~((Inclusion of such information shall not be included if the information would create an additional billing page and related costs.))~~
- B. The City's website shall host a page devoted to election resources and clearly titled "Voting and Elections". The site shall ~~((have))~~ contain information and/or links to information including, but not limited to, voter registration, election dates, online voter pamphlets and guides, the Washington State Public Disclosure Commission, and ballot drop box locations.
- C. The City ~~((administration))~~ Clerk's Office shall ~~((designate one department or point of contact to serve as))~~ be the city's election resources center ~~((in addition to their duties. The election resources center))~~ and shall ~~((act as))~~ be the central location for any information related to city elections including, but not limited to, sample ballots, voter pamphlets and guides, and voter registration forms.

### **Section 01.07.030 Mandatory Limitations on Campaign Contributions**

- A. No candidate for city office, or any political committee acting on behalf of such candidate, shall solicit or accept any campaign contribution in excess of fifty percent (50%) of the applicable contribution limit set by the Washington Public Disclosure Commission from any person in any election for city office.
- B. A candidate for city office, and any political committee acting on behalf of such candidate, shall only accept or receive a campaign contribution during the election cycle in which the candidate will appear on the ballot.
- C. The limitations imposed by SMC 01.07.030(A) shall not apply to a candidate's contributions of his or her own resources to his or her own campaign, or contributions to the candidate's campaign by the candidate or the candidate's spouse or assets of their marital community. If a candidate makes personal contributions to their campaign in aggregate of \$11,500 or more of his or her own funds, including surplus funds from a previous campaign, or independent expenditures are made in support of a candidate or in opposition to his or her opponent in aggregate of \$11,500, all candidates for election to that office may surpass the contribution limits set forth in SMC 01.07.030(A) and may solicit and accept contributions up to the limits allowed by the Washington Public Disclosure Commission. The remainder of this chapter shall apply to all candidates.
- D. Candidate filings with the Washington State Public Disclosure Commission shall constitute the evidence of contributions received during an election cycle for the purposes of enforcement of the penalty for violation.

- E. The provisions of SMC 01.07.030(C) regarding contributions of personal resources shall not apply to loans made to the candidate's campaign.
- F. Surplus funds, as defined by SMC 01.07.005, from a candidate's prior campaign and contributions received by a candidate in connection with a campaign for another office may be used by that candidate for the candidate's current campaign only to the extent that such funds are derived from contributions that were within the limitations imposed by this chapter. If such funds are from a campaign not governed by this chapter, a candidate may use only so much of each contribution previously received as would have been allowable as a contribution under this chapter if it had applied to that campaign. The source of a candidate's surplus campaign funds shall be determined to be derived from the most recent contributions received by such candidate or that candidate's political committee which in total equal the amount of the surplus campaign funds.

#### **Section 01.07.040 Prohibition on Campaign Contributions by Contractors**

- A. No City of Spokane elected official or any candidate for city office, or any political committee acting on behalf of such elected official or candidate, shall knowingly solicit or accept any contribution directly or indirectly from any entity or person who, in the two years prior to the election cycle has earned or received more than fifty thousand dollars (\$50,000) under a contractual relationship with the City. No City of Spokane elected official, candidate for city office, or any political committee acting on behalf of an elected official or candidate for such office, shall knowingly solicit a contribution for himself or herself or for any political party, political committee, incidental committee, or campaign committee, directly or indirectly from any entity or person who in the prior two years has earned or received more than fifty thousand dollars (\$50,000) under a contractual relationship with the City.
- B. No City of Spokane elected official, candidate for city office, or any political committee acting on behalf of an elected official or candidate of such office, shall knowingly solicit or accept any contribution from a contractor during a contract award period. If a City of Spokane elected official or candidate for city office or a political committee acting on their behalf unknowingly accepts a contribution from a contractor during a contract award period, it shall be the duty of the elected official or candidate for such position or political committee acting on their behalf to return the contribution within ten (10) days after he or she becomes aware of the violation.
- C. It is a violation of this chapter for an entity or its subsidiary(ies), parent company or affiliate(s), to reimburse an employee, officer, director, or partner of such entity for political contributions in support of a candidate for city office.

- D. Contributions made or solicited prior to the effective date of this ordinance is not a violation of this ordinance.
- E. The receipt of legal campaign contributions by the Mayor, member of the Spokane City Council, a Municipal Court Judge, or a candidate for city office shall not be considered a conflict of interest as defined by Spokane Municipal Code 01.4A.030 when approving and executing contracts on behalf of the City of Spokane.

#### **Section 01.07.050 Disclosure of Campaign Contributions by City Bargaining Units**

- A. All entities who collectively bargain with the City of Spokane on behalf of its membership shall submit information on all bargaining unit contracts prior to signatures and approval by the City Council listing the dollar value of campaign contributions donated to any current City of Spokane elected official, the dollar value of campaign contributions donated to a political committee acting on behalf of a current elected official or has donated to any current City of Spokane elected official or has made independent expenditures in support or against any current City of Spokane elected official, or the dollar amount of the campaign contributions given to an incidental committee that has given campaign contributions to any current City of Spokane elected official or has made independent expenditures in support or opposition to any current City of Spokane elected official.
- B. The receipt of legal campaign contributions by the Mayor, a member of the Spokane City Council, or a Municipal Court Judge shall not be considered a conflict of interest as defined by SMC 01.4A.030 when approving and executing bargaining agreement contracts on behalf of the City of Spokane.

#### **Section 01.07.060 Identification of Contributors Required**

Any entity that makes campaign contributions to a candidate for city office, independent expenditures for or against a candidate for city office, or for or against a City ballot measure shall have an active registration with the Washington Secretary of State or equivalent state agency of the donors' headquarters or primary location.

#### **Section 01.07.070 Disclosure by Political Committees**

- A. In addition to the requirements of RCW 42.17A.320, a political committee making independent expenditures in support or opposition to a candidate for city office or in support or against a City of Spokane initiative or referendum shall identify the three persons or entities making the largest contributions in excess of five hundred dollars (\$500) during the twelve-month period preceding the date on which the advertisement is initially to be published or otherwise presented to the

public.

- B. For any political committee or incidental committee that qualifies as one of the top three contributors identified under (a) of this section, the top three contributors to that political committee or incidental committee during the same period shall be identified, and so on, until the individuals or entities other than political committees or incidental committees that have contributed the most to all political committees or incidental committees involved with the advertisement have been identified.
- C. The political committee's advertisement must then list the top three individuals or entities other than political committees or incidental committees contributing in excess of five hundred dollars and making the largest aggregative contributions among all those identified under this section.
- D. The top three individuals or entities shall be listed "Top Individual Contributors" immediately under the disclosure requirements of RCW 42.17A.320.

#### **Section 01.07.080 Contributions by Incidental Committees**

- A. An incidental committee must file a statement of organization with the City of Spokane's City Clerk's Office within two weeks after the date the committee has the expectation of making payments, contributions, including in-kind contributions of staff time and office-related equipment, resources, and rent to an affiliated committee, or expenditures of at least five thousand dollars (\$5,000) in any election cycle, or to a political committee or an incidental committee.
- B. An incidental committee's statement of organization shall include the following:
  - 1. The name and address of the committee, its officers, its designated treasurer, and any affiliated persons or committees;
  - 2. The names of any candidates supported or opposed by the committee and the office the candidate is seeking;
  - 3. Any City of Spokane initiative or referendum supported or opposed by the committee;
  - 4. Names of the ten largest aggregate contributions received in the current calendar year from a single person of five hundred dollars (\$500) or greater, including any persons tied as the tenth largest source of contributions received.
- C. If an incidental committee first meets the criteria of SMC 1.07.090(A) in the last three weeks before an election, then it must file the statement of organization with the City of Spokane's City Clerk Office within three business days.



- D. An incidental committee shall update their statement of organization when the committee has received a contribution that would change the information required under SMC 1.07.080(B)(4) or made any expenditures or commitment of expenditures directly or indirectly in support of or in opposition to any election campaign or to a political or incidental committee in which the total exceeds two hundred dollars (\$200) since the last report.
- E. The City of Spokane shall publish the incidental committee's statement of organization on the City's election resources website within five business days of receipt and shall be made publicly available for viewing in-person within two business days of receipt.

### **Section 01.07.090 Contributions by Foreign-Owned Corporations**

All entities making contributions to candidates or any political committee acting on behalf of such elected official participating in elections for city office shall provide certification to the receipt of the donation at the time of the donation that the entity is not a foreign-owned entity as defined by SMC 01.07.005(R)

### **Section 01.07.100 Complaints and Investigations – Curing of Violations; Process**

- A. Any person who has reason to believe that another person is in violation of the requirements of this chapter may file a complaint with the Agency. The Agency may also, on its own initiative, investigate or audit the records or documents of any person the Agency believes may be in violation of this chapter.
- B. Upon receiving a complaint under SMC 01.07.100(A), the Agency shall, within five (5) days, send a written Notice of Violation ("NOV") to the person accused of the violation, stating the asserted factual basis for the allegation. The person receiving a NOV shall respond within five (5) days, with either documentation that there was no violation or that the violation has been cured.
- C. A violation of SMC 01.07.070 may be cured by publishing on the city's website and in newspaper of general circulation in the Spokane area the names of the top three persons or entities making the largest contributions in excess of seven hundred dollars (\$700) during the twelve-month period preceding the date on which the advertisement is initially published or otherwise presented to the public.
- D. Upon reviewing the complaint and the response, if any, the Agency shall determine whether (i) there is reasonable cause to believe that a violation of this chapter has occurred or is occurring, or (ii) that the violation has been cured, and shall notify the complaining person and the accused person in writing of that determination. The Agency shall strive to reach a determination as to whether a violation has occurred within 30 days of its receipt of a complaint.

- E. It is a violation of this chapter to fail or refuse to provide documents or access to documents requested by the Agency in the process of investigating a possible violation of this chapter.

#### **Section 01.07.110 Enforcement**

- A. Unless otherwise specified herein, violation of the requirements of this chapter is a class 1 civil infraction.
1. Each day in which a person remains in violation of SMC 01.07.030, 01.070.040, 01.07.060, or 01.07.080, constitutes a separate class 1 civil infraction.
  2. Each communication made in violation of SMC 01.07.070 constitutes a separate class 1 civil infraction. For purposes of this section, "communication" means the sending of a single piece of direct mail or the actual airing of a single radio, television, or digital video advertisement.
- B. If the Agency determines, pursuant to SMC 01.07.100(C), that a violation of this chapter has occurred or is occurring, the Agency shall refer the matter to the City Attorney's or City Prosecutor's office for the filing of a civil infraction(s) pursuant to chapter 01.05, SMC. In any action brought to enforce this chapter, the court may order the return of any contributions received in violation of this chapter and the city may recover all costs of investigation, in addition to any other remedies allowed by law.
- C. A candidate, political committee, or incidental committee may not use contributions to pay any fine imposed by the Agency under this chapter.
- D. When referring an enforcement action to the City Attorneys' office or City Prosecutor's office, the Agency shall also notify the person subject to the NOV that they are ineligible to receive contributions until such person comes into compliance with this chapter or until the matter is determined by the Municipal Court, whichever occurs first.

#### **Section 01.07.120 Limitations Period**

A person filing a complaint under SMC 01.07.100 may do so only until May 31 of the year following the election cycle to which the complaint pertains. It is an affirmative defense to any enforcement action taken under this chapter that the complaint was filed beyond the limitation period stated in this section. By way of illustration only, a complaint alleging a violation of this chapter which occurred in 2019 must, in order to be timely, be filed on or before May 31, 2020.

#### **Section 01.07.130 Publicity**

The Agency shall, in conjunction with the City Clerk's office, publish on the City's website in a location in common with all other election resources:

1. Each NOV issued by the Agency, including the date of issuance, identity of both the complaining person and the person alleged to have violated this chapter, and the final disposition of the NOV;
2. Notices of ineligibility for contributions required under SMC 01.07.110(B)(4), including the beginning and end dates of the ineligibility; and
3. The additional disclosures permitted under SMC 01.07.100(C) to cure a violation of this chapter.

#### **Section 01.07.140 Severability**

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

#### **Section 01.07.150 Annual Reporting**

Beginning in 2019 and on an annual basis thereafter, the Agency shall make a report to the City Council and shall cause a copy of that report to be posted on the City's election resources web page, concerning the number and type of complaints made, investigations undertaken, and actions taken to enforce the provisions of this chapter.

**Section 2.** That section 07.06.500 of the Spokane Municipal Code is amended to read as follows:

#### **Section 07.06.500 Bidder/Contractor Responsibility Criteria (Mandatory)**

Before contract award, the bidder shall meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City of Spokane to submit documentation demonstrating compliance with the criteria. The bidder and all subcontractors included in the bid 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, show proof of:
  1. Industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

2. A Washington employment security department number, as required in Title 50 RCW; and,
  3. A Washington department of revenue state excise tax registration number, as required in Title 82 RCW; and,
- D. Demonstrate that they are not disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- F. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC.

**Section 3.** That there is enacted a new section 07.08.149 of the Spokane Municipal Code to read as follows:

**Section 07.08.149 Transparent Democracy Fund**

There is established a special revenue fund to be known as the “Transparent Democracy Fund” into which shall be deposited funds from Spokane Fair Elections Code infractions. The fund will be used to offset any costs associated with the administration of the Spokane Fair Elections Code.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**LEGISLATIVE FINDINGS**  
**Spokane Fair Elections Ordinance**  
**Spokane City Council**  
**Adam McDaniel**

**Subject:**

This proposed ordinance establishes a Spokane Fair Elections program which sets regulations around campaign contributions, including contributions from City of Spokane contractors, public sector unions, and political committees.

\*This briefing paper includes findings based on recognized governmental purposes of campaign finance regulation as well as ancillary information to supplement discussion of the City of Spokane's overall electoral system and historical campaign trends.

**Background:**

**Spokane voters overwhelmingly supported campaign contribution limits and contribution disclosure. As evidenced by their opposition to the *Citizens United* Supreme Court ruling, voters increasingly perceive corruption in our electoral process.**

Spokane voters supported Initiative-276 which established the Public Disclosure Commission by more than 66% and Initiative-134 (which set campaign contribution limits) by 70%<sup>1</sup>. Spokane voters also supported Initiative-735 which requested that Washington's Congressional Delegation propose a constitutional amendment that reserves constitutional rights for people over corporate rights. Spokane voters supported that Initiative with 62% of the vote and significant majorities<sup>2</sup> in all Council Districts. Spokane voters joined the Spokane City Council<sup>3</sup>, a majority of the electorate in Washington, and 80% of Americans<sup>4</sup> who supported overturning the *Citizens United* decision (DeSilver & van Kessel, 2015).

Each of these initiatives reflected poignant questions for Spokane voters:

1. Does the status-quo campaign finance system prevent the opportunity for every candidate, potential candidate, voter, and issue to participate in the political process?
2. Does the inability to identify wealthy donors who potentially influence our elections crowd out meaningful political debate and degrade the political speech of all willing participants, and thereby creating opportunities for potential corruption?

Spokane voters overwhelmingly answered 'yes' to these questions.

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<sup>1</sup> Source: Washington State Archives – Eastern Region Branch

<sup>2</sup> District 1 – 62.9%; District 2 – 64.4%; District 3 – 59.6%

<sup>3</sup> Spokane City Council Resolution 2016-0083

<sup>4</sup> Washington Post-ABC News Poll, February 2010; Bloomberg Poll, September 2015

## **Campaign contribution limits in the City of Spokane as a “percentage of median household income” are higher than every large city in the state of Washington except Yakima.**

The Washington State Public Disclosure Commission (PDC) sets the campaign contribution limits in the state of Washington for all state, legislative, judicial and local races unless a jurisdiction adopts limits lower than the state limits. The PDC sets limits biennially that reflect “changes in economic conditions”<sup>5</sup> via the inflationary index recommended by the Washington State Office of Financial Management. The current contribution limits for candidates running for the offices of Mayor and City Council Member in Spokane, which were set in 2016, are \$1,000 per election. The limit is set at \$2,000 for Spokane Municipal Court judicial candidates. Contribution limits fixed by the PDC for local office have traditionally grown by \$50 or \$100 and \$100-\$200 for judicial elections every biennium.

“This isn’t Shark Tank. This is your democracy. But as the bidding grows higher, your voice gets lower. You’re simply priced out of the marketplace of ideas. That is, unless you are one of the ultra-wealthy.” – Former Congressman Steve Israel

Many municipal governments across the United States, including Seattle<sup>6</sup> and Issaquah<sup>7</sup> in Washington, have developed campaign finance regulations with differing contribution limits. The new contribution limits in these jurisdictions have not had a detrimental impact on the amount of money candidates have been able to raise for their campaigns<sup>8</sup>. Brennan Center research has shown that low contribution limits lead to more competitive races, increase the likelihood of challengers defeating incumbents, and reduce the fundraising advantages inherent for incumbents (Torres-Spelliscy, Williams, & Stratmann, 2009). Since 2009, City of Spokane incumbents have held an average fundraising advantage of more than 3 to 1 against their challengers.

Spokane has a higher contribution limit as a percent of median household income than every other large city in Washington state; except Yakima. Phrased another way, a “max out” contribution in one election (\$1,000) is 2.3% of the median household income in Spokane. A \$500 contribution limit per election, as proposed by the Spokane Fair Elections Code, would place the city of Spokane in the middle of top 10 most populated Washington cities and between

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<sup>5</sup> WAC 390-05-400

<sup>6</sup> Seattle Municipal Code 2.04

<sup>7</sup> Issaquah Municipal Code 1.30

<sup>8</sup> 2017 Seattle Mayor Candidate Jenny Durkan has raised \$928,046 as of November 2017, with a \$500 total contribution limit. For comparison in 2013 with a contribution limit of \$700, former Mayor Ed Murray raised \$891,189.01 while his challenger, former Seattle Mayor Mike McGinn, raised \$475,634.77. Durkan has also outraised the 2009 campaign totals from Mike McGinn and former Mayor Greg Nickels who also had a contribution limit of \$700.

regional competitors Boise and Salt Lake City for contribution limits as a percentage of household income.

<u>City</u>	<u>City Council Individual Contribution Limit per Election</u>	<u>% of 2015 Median Household Income<sup>9</sup></u>
Spokane Washington	\$1000	2.3%
<i>Spokane (Proposed by Spokane Fair Elections Code)</i>	\$500	1.17%
Seattle Washington	\$500 (total)	0.7%
Tacoma Washington	\$1000	1.92%
Vancouver Washington	\$1000	1.90%
Bellevue Washington	\$1000	1.05%
Kent Washington	\$1000	1.66%
Everett Washington	\$1000	2.01%
Renton Washington	\$500	0.77%
Federal Way Washington	\$1000	1.79%
Yakima Washington	\$1000	2.45%
San Francisco California	\$500	0.48%
Anchorage Alaska	\$500	0.63%
Fort Collins Colorado	\$75	0.11%
Boise Idaho	\$1000	1.92%
Salt Lake City Utah	\$750	1.13%
Missoula Montana	\$330	0.77%

Contribution limit as a percentage of median household income increased in 2011, 2013, and 2015<sup>10</sup>. There were no local office contribution limits prior to the 2011 campaign cycle.

<sup>9</sup> American Community Survey Data

<sup>10</sup> 2011 – 2.00%; 2013 – 2.28%; 2015 – 2.3%

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))

Only 29%<sup>11</sup> of donors who contributed over \$500 to candidates in elections between 2001 and 2017 came from Spokane. The Spokane donors who contributed over \$500 were a male majority (59%); overwhelmingly lived in Council District 2, the South Hill in particular (75%); and were predominantly white.<sup>12</sup>

The most recurring contributions over \$500 in elections between 2001 and 2017 came from political action committees, city contractors, and City of Spokane public sector unions.<sup>13</sup>

The dominance of white, affluent donors disadvantage candidates of color and may prohibit people of color, who lack access to the network of these wealthy donors, from running for office. The lack of this rich network makes it nearly impossible for an individual to compete in the “wealth primary”<sup>14</sup> necessary to run a competitive campaign (Lioz, Stacked Deck, 2015). Additionally, people of color who lack this wealthy network seem less viable to the candidate recruiters of the political class and political parties.

LESS THAN 0.06% OF SPOKANE’S POPULATION GAVE MORE THAN \$500 TO CITY OF SPOKANE POLITICAL CANDIDATES IN AN ELECTION BETWEEN 2001 AND 2017.

\*2016 CITY OF SPOKANE POPULATION (US CENSUS BUREAU)

## **Campaign expenditures by Spokane Mayor and Spokane City Council candidates are growing, but voter turnout is falling.**

Campaign expenditures by general election candidates for Mayor, City Council President, and all Council Districts in Spokane have increased significantly since 2007 although total general election votes for each office have remained flat, while total votes cast have declined.<sup>15</sup> The city of Spokane increased in total population by 7.43% from 2007 to 2015<sup>16</sup> and gained 20,000 more registered voters<sup>17</sup>. Despite the rise in population and a 50% increase in campaign expenditures, the number of citizens choosing to vote in City of Spokane elections dropped by 4,000.

The rising cost for political office candidates to be competitive limits the pool of candidates. Campaign expenditures are rising, but the number of voters continues to fall. Thusly, we must ask: What exactly is the money solicited and contributed actually buying?

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<sup>11</sup> 130 of 441 donors

<sup>12</sup> Demographic voter information is notoriously hard to find. I utilized local political party resources to review this data.

<sup>13</sup> Avista (21 donations), Washington State Council of County & City Employees (14 donations), Spokane Firefighters Local 29 (18 donations), Community Builders Trust PAC – Spokane Homebuilders Association (14 donations) Build East PAC – Association of General Contractors (13 donations), Spokane Tribe (7 donations), & Washington Association of Realtors (16 donations).

<sup>14</sup> For information on the “wealth primary”, see Jamin Raskin & John Bonifaz, *Equal Protection and the Wealth Primary* (1993)

<sup>15</sup> The City of Spokane Municipal Court was established in 2007-2008 with the first slate of appointed judges up for election in 2009. In 2009, candidates for Spokane Municipal Court Judge raised a combined total of \$12,811. The judges elected in 2009 (Mary Logan, Michelle Szambelan, & Tracy Staab) all ran unopposed in 2013 and only Judge Tracy Staab has drawn an opponent in 2017.

<sup>16</sup> Source: Spokane Community Indicators

<sup>17</sup> Source: Spokane County Elections Office

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))



<u>Year</u>	<u>Ballots Issued – General Election</u>	<u>Ballots Returned - General</u>	<u>Ballot Return % - General</u>	<u>Total Campaign Expenditures – General Election Candidates</u>
2007	100,011	56,968	56.96%	\$536,238.12
2009	109,447	55,939	51.11%	\$234,651.99
2011	111,945	63,194	56.45%	\$749,701.83
2013	118,817	50,073	42.14%	\$291,868.80
2015	120,278	52,128	43.34%	\$808,892.73
2017 <sup>18</sup>	127,466	44,900	35.23%	\$213,130.04

**Average<sup>19</sup> contributions to Spokane City Council President and Spokane City Council candidates are rising but the median<sup>20</sup> and mode<sup>21</sup> of the contributions are consistent.**

	<u>Average Contribution – Spokane Council President General Election Candidates</u>	<u>Median Contribution – Spokane City Council President General Election Candidates</u>	<u>Mode Contribution – Spokane City Council President General Election Candidates</u>
2003	\$134.18	\$75	\$50
2007	\$152.67	\$75	\$50
2011	\$164.23	\$75	\$50
2015	\$231.50	\$100	\$100

<u>Year</u>	<u>Average Contribution – Spokane Mayor General Election Candidates</u>	<u>Median Contribution – Spokane Mayor General Election Candidates</u>	<u>Mode Contribution – Spokane Mayor General Election Candidates</u>
2003	\$225.76	\$100	\$100
2007	\$200.64	\$100	\$50
2011	\$182.14	\$75	\$50
2015	\$222.41	\$100	\$100

<sup>18</sup> As of November 15, 2017

<sup>19</sup> The average or 'mean' is the sum of all the contributions for the race divided by the total number of all contributions in that race. The mean is susceptible to outliers such as high and 'maxed out' donations.

<sup>20</sup> The 'median' is the middle contribution amount in the total sequence of all contributions of the race arranged in order of magnitude. Median is less affected by outliers such as 'maxed out' or high-dollar contributions.

<sup>21</sup> The 'mode' is the most frequent contribution made in a race.

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))

The average contribution to general election candidates increased significantly in 2015 with the offices of Mayor, Council President, and Spokane City Council Member positions all crossing the \$200 average contribution threshold for the first time in the City's electoral history; despite the median and mode hovering around the \$50 and \$100 mark. The most frequently occurring donation amount to a Spokane City Council candidate in all but one of the last nine campaign cycles was \$50. The growing divide between the average contribution, the maximum contribution set by the PDC, and the most reoccurring contribution represents a loss of competitive impact and efficacy for citizens making small donors at the expense of the wealthy, unions, corporations, and political action committees who can afford to financially contribute the (constantly growing) maximum contribution limit.

	<u><b>Average Contribution – Spokane City Council Member General Election Candidates</b></u>	<u><b>Median Contribution – Spokane City Council Member General Election Candidates</b></u>	<u><b>Mode Contribution – Spokane City Council Member General Election Candidates</b></u>
2001	\$157.28	\$100	\$50
2003	\$146.01	\$100	\$50
2005	\$190.42	\$100	\$100
2007	\$113.61	\$50	\$50
2009	\$122.99	\$50	\$50
2011	\$120.05	\$50	\$50
2013	\$130.02	\$50	\$50
2015	\$208.18	\$100	\$50
2017	\$197.68	\$100	\$50

Most Spokane citizens do not provide any financial contributions to their preferred candidates. The reduction of contribution limits creates an incentive for candidates to expand their outreach to new donors for smaller contributions to meet their campaign expenditure goals; thus increasing participation (Corrado, Malbin, Mann, & Ornstein, 2010). Greater participation prevents corruption by forcing a candidate beyond a narrow group of large individual, corporate, and union donors (Overton, 2012).

**Political parties and Legislative District Committees made campaign contributions above the individual and PAC/Union contribution limits to candidates for Spokane Mayor and Spokane City Council, totaling \$65,700 in 2011 and \$14,290 in 2015.**

Political parties and legislative district committees donated \$65,700 in 2011 and \$14,290 in 2015 above the individual and political committee contribution limit to nonpartisan City of Spokane candidates. These two entities have been accused by political opponents of serving as a conduit for donations from contributors who have met the individual contribution limits (Brunt, 2011). This process is called "earmarking." "Earmarking" is illegal per RCW 42.17A.460, yet political parties serve as an easy target for "earmarked" funds because they are not bound by a flat contribution limit but instead by a "per voter" formula<sup>22</sup>.

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<sup>22</sup> 2017: \$1.00 per registered voter per cycle

Although the Washington State Republican Party gave more in dollar amounts beyond the current campaign limits, the Spokane County Democratic Party and 3<sup>rd</sup> Legislative District Democratic Committee gave beyond the contribution limits more often<sup>23</sup>.

Parties, legislative district committees, and associated party committees have given almost evenly to incumbents and challengers since 2009<sup>24</sup>.

*The Spokane Fair Elections Code proposed to bring political parties and legislative district committees under the contribution limits of individuals, corporations, and political committees.*

**“Out-of-cycle”<sup>25</sup> fundraising by Spokane Mayor and Spokane City Council candidates is growing, peaking at \$170,649 for general election candidates in 2015 – comprising more than 22% of their total contributions.**

City of Spokane candidates up for election in the fall of 2015 began raising campaign cash in January 2012, three years and ten months before the general election date. Only Seattle candidates raised more money out of cycle (\$181,030.65) in the state of Washington in 2015, and there were six more candidates in Seattle than in Spokane. Incumbents have raised 96% of the money raised out of the election cycle since 2007. Potential candidates, witnessing the competitive advantage of long-term fundraising by incumbents, have begun filing with the Washington PDC earlier to begin building their war chests (Walters, City Council President Ben Stuckart has already filed to run for mayor — in 2019, 2016).

<u>Year</u>	<u>“Out-of-Cycle” Fundraising – Spokane General Election Candidates</u>
2007	\$11,858
2009	\$0
2011	\$17,925
2013	\$6,872.13
2015	\$170,649
2017	\$32,448

The Seattle City Council reduced the campaign cycle from 4 years to 2.5 years in 2012. (City of Seattle, n.d.). The City of Issaquah only allows candidates to receive campaign contributions during an election cycle. Issaquah defines their election cycle as January 1<sup>st</sup> of the year of the election until 14 days after the election<sup>26</sup>.

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<sup>23</sup> Since 2005, the Spokane County Democratic Party and 3<sup>rd</sup> Legislative District Democrats have combined to give \$9,299 over the individual contribution limit to local candidates. The Spokane County Republican Party has not given to any candidate. The Washington State Republican Party made the greatest contributions totaling \$62,000 but only gave to one candidate.

<sup>24</sup> Challengers: 6; Incumbents: 8

<sup>25</sup> Defined as campaign funds raised in the year(s) before the candidate appeared on the ballot.

<sup>26</sup> Issaquah Municipal Code 1.30.020

- What is the purpose of having multi-year fundraising cycles for the City of Spokane elected offices?
  - The record in the general election for candidates raising funds out of their campaign cycle does not reflect a clear political advantage with 5 wins and 7 losses.
- Does raising money out of cycle create an opening for quid pro quo type corruption as a person or entity seeking favor from an elected official could make a contribution to the campaign of the elected official (or against them)?
  - Since 2003, twenty City of Spokane contractors<sup>27</sup>, eleven lobbyists<sup>28</sup>, and two public sector unions<sup>29</sup> made contributions to incumbents before the elected official's campaign reelection cycle even began.
  - Immediately following elections, City contractors made five contributions<sup>30</sup> and lobbyists<sup>31</sup> made two contributions to candidates they had not donated to prior to the election. In fact, these contractors and lobbyists had donated to the ultimately unsuccessful candidates before the election, and only financially supported the successful candidates post-election.
  - In total from 2003-2015, candidates who won election raised \$76,210.33 after the date of their election<sup>32</sup>.
- Although candidates for any office face great political pressure to raise as much money as possible as quickly as possible, do the campaign outreach requirements of Spokane Mayor, Spokane City Council Member, or Spokane Municipal require the Congressional-style constant fundraising loathed by current and former elected officials (Israel, 2016)?
  - Fewer and fewer voters participate in City of Spokane elections every cycle despite growing campaign expenditures and unprecedented voter outreach avenues through social media and the internet.<sup>33</sup>

*The Spokane Fair Elections Code proposes limiting campaign fundraising to January 1<sup>st</sup> of the year before the candidate will be on the ballot until December 31<sup>st</sup> following the candidate's general election.*

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<sup>27</sup> Contractors: Baker Construction, Avista, Desautel Hege (DH), Frank Gurney Inc., Premera Blue Cross, CPM Development, Garco Construction, Moloney + O'Neill, Spokane Rock Products, Max J. Kuney Co, Kiemle & Hagood, Wm. Winkler, CH2M Hill, Please Printing, SPVV Landscaping, Barr-Tech, Cameron Reilly, Allied Fire & Security, Spokane Tribe of Indians, Ashe Public Affairs.

<sup>28</sup> Lobbyists: Patrick Dunn & Associates, Washington 2 Advocates, Richard Little, Final Passage Inc., Ashe Public Affairs, PEMCO Insurance (Government Affairs), Gallatin Public Affairs (Amber Lewis & Jeff Bell), Chris Marr, Melissa Gombosky, Kathryn Hedrick

<sup>29</sup> IAFF Local 29 (Spokane Firefighters Union), Spokane Police Guild

<sup>30</sup> Avista (3 times), CH2M Hill, Allied Fire & Security (Terrill Hunt),

<sup>31</sup> Gallatin Public Affairs (Jeffrey Bell), Ashe Public Affairs

<sup>32</sup> Some candidates had debt that could have theoretically need to be paid off, however, the total debt by these same candidates only totaled \$33,755.07 leaving more than \$42,000 in 'non-allocated' contributions. The final reports for 2017 candidates had not been filed prior to publishing this document.

<sup>33</sup> See Anthony J. Corrado; Michael J. Malbin; Thomas E. Mann; Norman J. Ornstein, *Reform in an Age of Networked Campaigns* (2010)

**City contractors have contributed more than \$88,000 in campaign contributions to current City of Spokane elected officials while receiving \$116 million in city contracts.**

<u>City Contractor</u>	<u>Direct Contributions</u>	<u>Indirect Contributions (PAC, Political Party, Independent Expenditures)<sup>34</sup></u>	<u>Estimated City Contract Value Post-Donation to Current Elected Official<sup>35</sup></u>
Garco Construction	\$1,000	\$4,000	\$52,158,300.90
CH2M Hill	\$2,000	\$2,500	\$16,067,173.00
Clearwater Construction	\$500	\$0	\$14,009,107.75
Walker Construction	\$100	\$100	\$7,336,696.00
Spokane Rock Products	\$4,340	\$600	\$5,672,084.30
Barr-Tech	\$7,360	\$8,000	\$3,487,600.00
WM Winkler	\$1,950	\$0	\$3,380,177.52
Avista	\$11,850	\$2,645	\$2,837,580.61
Cameron-Reilly	\$750	\$0	\$1,772,499.11
Max J Kuney Co	\$3,600	\$1,000	\$1,413,381.38

From 2009 to 2017, City contractors donated more than \$93,500 to the current Mayor and Spokane City Council Members<sup>36</sup> and received more than \$116 million in city contracts post-donation<sup>37</sup>. The total contributions rise over \$125,000 and \$132 million plus in City of Spokane contracts when indirect contributions, such as donations given to political action committees and political party committees that in turn are given to elected officials, are included.

<sup>34</sup> Indirect contribution sources: Build East PAC (Inland Northwest Association of General Contractors), Jobs & Opportunities Benefitting Spokane PAC, Coalition for Economic Vitality PAC, Inland Pacific Chapter Association of Builders & Contractors, Community Builders Trust PAC (Spokane Homebuilders Association), Washington State Republican Party, Spokane County Democratic Party, Spokane County Republican Party.

<sup>35</sup> Method: I took the date of the contribution to the campaign of a current elected official. I found all City contracts for services (via the City's public records database) for the period in which the elected official was an officer of the City. It does not distinguish between Council approved contracts and minor contracts typically executed by City administration. Contract dates are based on the last City action (including amendments and final payments). Contributions include the city contracted entity, its owner, and any executive officer of the entity. It does not include contributions made by lobbyists contracted on the entity's behalf or government affairs employees of the entity.

<sup>36</sup> Mayor David Condon, Spokane City Council Members: Ben Stuckart, Mike Fagan, Amber Waldref, Lori Kinnear, Karen Stratton, Candace Mumm. It does not include contributions from Breean Beggs as Beggs is appointed and has not yet completed a full campaign cycle.

<sup>37</sup> This contract figure does not include leases, real estate purchases, easements, and franchises.

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))

It is a widely held belief across America that making campaign contribution endears entities to government contracts and favorable policies (The New York Times | CBS NEWS Poll, 2015). The act does not typically involve outright bribery although prosecutors have investigated and juries have convicted officials for blatant quid pro quo across the United States (Holman, Pay-to-Play Restrictions on Government Contracting Under Assault, 2014). Instead, donations act as a purchase of access for consideration of a government contract (Holman & Wi, Pay-to-Play Restrictions on Campaign Contributions from Government Contractors, 2016, 2016). Spokane elected officials are subject to these same types of quid pro quo allegations. (Hill, 2017).

Federal, state, and city governments<sup>38</sup> have addressed perceived “pay to play” campaign contribution problems by placing contribution limits on public sector contractors. The following table contains selected information compiled by the Sightline Institute (Durning, HONEST ELECTIONS SEATTLE BANS “PAY TO PLAY”, 2015).

<b><u>Government</u></b>	<b><u>Limits</u></b>
<i>SPOKANE (Proposed by the Spokane Fair Elections Code)</i>	<i>No contributions from contractors or potential contractors who have received or will receive \$50,000 worth of City contracts for a period of 2 years.</i>
Seattle	No contributions from entities with contracts worth over \$250,000 in the prior two years.
San Francisco	No contributions from entities with contracts worth over \$50,000 in a fiscal year.
Oakland	No contributions from potential contractors with a contract of \$15,000 between the commencement of negotiations and 180 days after contract completion or termination of negotiations.
Los Angeles	No contributions from contractors with contracts worth more than \$100,000.
Houston	No contributions from entities with contracts of more than \$50,000 to any candidate during the period from day first bids were accepted through 30 days after award or decision not to award.

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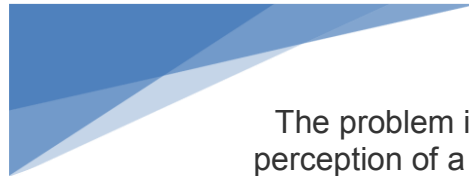
<sup>38</sup> Title 2: §441 (c)

*The Spokane Fair Elections Code proposes prohibiting campaign contributions by contractors who have received an aggregate of \$50,000 in City of Spokane contracts within the last two years.*

## **City of Spokane public sector unions have donated \$34,650 directly to the campaigns of current City of Spokane elected officials.**

City of Spokane public sector unions, Local 270 (Washington State Council of County & City Employees), Spokane Police Guild, and Local 29 (Spokane Firefighters) donated \$34,650 directly to current City of Spokane elected officials and invested \$65,200 in independent expenditures to support their candidates or oppose their opponents. Combined with indirect money given to other political action committees and political parties, City of Spokane public sector unions donated more than \$100,000 in support of current City of Spokane elected officials<sup>39</sup>.

The topic of public sector unions donating to elected officials who will ultimately approve or reject the union's bargaining agreements was the subject of legislation<sup>40</sup> in the Washington State Legislature in 2017. While these bills did not become law, advocates such as the Washington Policy Center continue making "quid pro quo" arguments similar to the arguments made by opponents of public sector contractor contributions. (Shannon, Eliminate perception of quid pro quo, 2017).



The problem is that the mere perception of a quid pro quo is sufficient to cast doubt and suspicion on the whole process and inspire public distrust.

Erin Shannon – Washington Policy Center

Senator Joe Fain, R-Auburn, attempted to combine both issues (regulating contributions by public sector unions and state contractors) however the bill<sup>41</sup> never received a hearing.

*In addition to regulating contributions by City contractors, the Spokane Fair Elections Code proposes requiring disclosure of campaign contributions by bargaining units to current elected officials prior to signatures and approval of bargaining unit contracts by the Spokane City Council.*

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<sup>39</sup> Indirect sources include: Inland Northwest Leadership PAC, Coalition for Economic Vitality, Spokane County Democratic Party, Citizens for Honest Government PAC, Spokane for Honest Government PAC.

<sup>40</sup> SB 5533/HB 1891 (co-sponsored by Senator Michael Baumgartner, R-Spokane)

<sup>41</sup> SB 5865



## **Independent expenditures, in the form of “dark money” and “gray money,” are playing a significant role in City of Spokane elections.**

"Dark money" is defined as political spending for the purpose of influencing voters without disclosing who funded the influence (typically made by 501 (c)(4) *social welfare groups* and 501 (c)(6) trade/business associations). Social welfare organizations are only required to disclose their donors to the Internal Revenue Service, not to the general public.

“Gray money” is defined as expenditures made by political committees which are funded by other political committees to obscure the identity of the original donors. It can be just as beneficial to the candidate to avoid public association with certain donors. Dark and gray money can have a tremendous impact on local elections. Gray money has typically been a much larger force than dark money. Eighty percent of Americans oppose the non-disclosure practices used by dark money groups<sup>42</sup>, yet the prevalence of dark money continues to rise.

The Brennan Center for Justice points out three reasons we should be particularly concerned about dark and gray money in our elections (Lee, Valde, Brickner, & Keith, 2016):

1. Voters in cities such as Spokane face ballot measures where they directly decide policy questions such as education spending, taxes, and other actions with financial consequences.
2. Most city races are low-information races where small political advertising can sway a significant portion of the electorate. This is particularly evident in non-partisan elections. In Spokane, from 2003-2017, candidates who raised the most money won 83% of the time<sup>43</sup>.
3. The low costs of local elections mean contributors can donate modest amounts of money while making significant purchases in the small mail, television, and radio markets. New fundraising techniques allow candidates and committees to raise money quickly<sup>44</sup>.

Requiring people to stand up in public for their political acts fosters civic courage, without which democracy is doomed.” – Justice Antonin Scalia

The largest amount of gray money spent against candidates for a Spokane political office in the City’s history came in 2013 from a political action committee (PAC) whose top contributors were also political action committees<sup>45</sup>. This PAC, called Jobs and Prosperity for Spokane, ran

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<sup>42</sup> Citizen.org, Public Citizen Poll, September 2014

<sup>43</sup> 23 Wins, 5 losses. Candidates who lost that raised more money than their opponent included: Richard Rush, Laverne Biel, Dennis Hession, Donna McKereghan, & Brad Stark.

<sup>44</sup> Example: Social media, direct mail, phonebank, ActBlue, crowdfund, text, house parties, merchandise/campaign ‘swag’ etc.

<sup>45</sup> Source: Washington Public Disclosure Commission

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))



television and radio commercials against two candidates and successfully prevented the disclosure of their individual donors by using three<sup>46</sup> other political action committees as three of their top five donors.

*The Spokane Fair Elections Code will require political action committees engaging in independent expenditures to drill down and disclose their top three individual/entity donors in their political advertisements instead of another political action committee.*

Some organizations unexpectedly become gray money donors in support of or against candidates for office in Spokane. In 2013, Greenstone President Jason Wheaton (developer of Kendall Yards) disavowed negative campaigns targeting Councilmember Jon Snyder, and then-candidate Candace Mumm, by the Jobs and Prosperity PAC. The contribution was made by Greenstone to the Spokane Homebuilders Association PAC which in turn was donated to the Jobs and Prosperity PAC. Wheaton explained at a Spokane City Council meeting Open Forum that Greenstone intended to donate to the initiative campaign requiring a supermajority to raise taxes. Wheaton said that it was "unfortunate to be associated with that," referring to the attack ads (Prager, Greenstone disavows ad campaign attacking Mumm, Snyder, 2013).

Walt Worthy, the owner of the Davenport Hotel, made a similar claim when contributions he made to the Spokane Homebuilders PAC ended up in the same attack ads. Worthy told *The Spokesman-Review*, "We did not contribute one dollar to this endeavor." (Prager, Davenport owner Walt Worthy pressed by firefighter union over ads, 2013).

There have also been instances when public funds were transferred even if in error to a political action committee that participated directly in local elections. In 2009, the Community Builders Trust PAC (managed by the Spokane Homebuilders Association) received a contribution from the City of Spokane<sup>47</sup>. Community Builders Trust then contributed to the campaigns of Councilmember Nancy McLaughlin, Councilmember Mike Allen, and future Councilmember Mike Fagan.

An example that does not meet the accepted definition of dark money, but could be subject to "incidental committee" requirements outlined in the City of Spokane's Fair Elections Code, involves the recent billboards targeting Councilmembers Breean Beggs and Candace Mumm from a group calling themselves the "Monroe Street Business Association." These billboards attempt to sway voters to vote against these Councilmembers because of their support of the North Monroe Street project (Walters, Councilmembers Beggs and Mumm never voted on Monroe lane

*The reason we have disclosure and transparency is to reduce the opportunity of corruption and to help voters be informed. That helps us to have a healthier democracy." – Senator Andy Billig, D-Spokane*

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<sup>46</sup> Inland Pacific Chapter of the Associated Builders and Contractors, Spokane Homebuilders Association, & Eastern Washington PAC.

<sup>47</sup> Source: Washington Public Disclosure Commission

reduction — but billboard targets them anyway, 2017). The “Monroe Street Business Association” is not registered as a political committee with the Washington State Public Disclosure Commission making donor identification of the political hit piece impossible.

*Spokane’s Fair Elections Code would require a statement of organization and disclosure of donors and political expenditures by non-profit organizations engaging in politics.*

The goal of dark money reforms across America, such as State Senator Andy Billig’s DISCLOSE Act, is not to reveal donors to non-profits but to encourage organizations to engage in the political process via the appropriate mechanism – political action committees (Billig A. , 2017). Governor Jerry Brown signed a version of the DISCLOSE Act into law in California in October of 2017 (California Clean Money Campaign, 2017).

Independent expenditures, supposedly made without direct coordination with the candidate, have grown significantly as a percentage of overall expenditures since the *Citizens United* Supreme Court ruling<sup>49</sup>, peaking at 76.9% of all combined spending in 2013. City of Spokane candidates could feel the Supreme Court’s decision immediately in the 2011 cycle (Deshais, 2011).

<b><u>Year</u></b>	<b><u>Expenditures – All Candidates</u></b>	<b><u>Independent Expenditures</u></b> <sup>48</sup>	<b><u>I.E. as percent of Total Expenditures</u></b>	<b><u>% of Candidate Expenditures Spent Outside Spokane County</u></b>
2003	\$749,226.12	\$0	0%	14.5%
2005	\$201,121.58	\$0	0%	5%
2007	\$601,447.34	\$2,969.92	0.5%	31.9%
2009	\$193,898.56	\$17,434.02	9.3%	8.7%
2011	\$811,210.10	\$48,270.34	6.4%	14.4%
2013	\$326,851.91	\$224,526.98	76.9%	7.5%
2015	\$828,703.59	\$17,815.68	2.2%	17.3%

The year 2013 was witness to the most expensive races in Spokane City Council history and marked the first time independent expenditures occurred in a primary election for or against a Spokane City Council candidate.<sup>50</sup>

In 2017, a political action committee outspent the candidate they were supporting or opposing in an election.<sup>51</sup>

<sup>48</sup> Expenditures made by political action committees and others filing in support or opposition to a candidate.

<sup>49</sup> January 21, 2010

<sup>50</sup> The final numbers from 2017 had not been filed prior to publishing this paper.

<sup>51</sup> Better Spokane - \$12,710.57, Andy Dunau - \$9,915.57; Better Spokane - \$20,498.80, Matthew Howes - 18,996.29

For questions on these findings, contact Adam McDaniel ([amcdaniel@spokanecity.org](mailto:amcdaniel@spokanecity.org))

Candidates with the most independent expenditures in support (or against their opponent) have won election eleven out of the sixteen times. Most of the independent expenditures were made within 30 days of the general election.

Although a substantial majority of Americans across party and ideological lines say that Super PACs have an adverse effect on our elections (Confessore & Thee-Brenan, 2015; The Pew Research Center, 2012), the *Citizens United* decision and *McCutcheon*<sup>52</sup> decision almost ensure that the growing influence of independent expenditures in City of Spokane elections will not dissipate anytime soon.

### **Impact:**

The Spokane Fair Elections ordinance:

- Clarifies that all members of Pro and Con Committees for ballot measures should be registered voters in the city of Spokane.
- Designates the City Clerk's Office as the City's Election Resources Center.
- Establishes the City of Spokane's campaign contribution limit at \$500 per election for all individuals, political committees, political parties, legislative committees, and caucus committees.
- Defines election cycle as the only time when candidates for City of Spokane office may solicit and accept campaign contributions (January 1<sup>st</sup> of the year before the candidate's general election until December 31<sup>st</sup> or until the election results are certified, (whichever occurs last).
- Prohibits City elected officials and candidates from soliciting and/or receiving contributions from a contractor or subcontractor (including partners/principals with equity interest totaling more than 10%) who has earned more than \$50,000 in City contracts or from any contractor participating in a contract award period.
- Requires that bidders affirm and certify that they will comply and will notify their principals and subcontractors of the campaign contribution provisions of this chapter.
- Requires City of Spokane bargaining units to disclose contributions made to current elected officials on publicly available bargaining unit contracts prior to signatures and approval by the Spokane City Council.
- Requires entities making campaign contributions to City of Spokane candidates or to political committees in support or opposition to City of Spokane initiatives and referendums have an active registration with the Washington Secretary of State or

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<sup>52</sup> McCutcheon, et al. v. FEC

equivalent stage agency of the donors' primary locations.

- Defines and establishes procedures for 'incidental committees,' including the filing of a statement of organization with the City Clerk's office and the names of the ten largest aggregate contributions, with the City and published on the City's website.
- Requires political committees making independent expenditures identify and disclose the three persons or entities contributing the largest amounts (not including other political committees) in addition to the requirements of RCW 42.17A.320.
- Requires entities to certify that their ownership is not comprised of 50% or more foreign nations when making contributions to City of Spokane candidates or political committees.
- Establishes violations of this chapter as a Class 1 Civil Infraction and freezes the acceptance of contributions until the illegal contributions have been returned by the candidate.
- Creates a limitations period for complaints.
- Creates an annual report requirement to the City Council on the number of investigations undertaken and actions taken to enforce the Spokane Fair Elections code.
- Creates the "Transparent Democracy" Fund to help offset costs of enforcement of Spokane Fair Elections Code.

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### **The Spokane Fair Elections ordinance:**

- Clarifies that all members of Pro and Con Committees for ballot measures should be registered voters in the city of Spokane.
- Designates the City Clerk's Office as the City's Election Resources Center.
- Establishes the City of Spokane's campaign contribution limit at \$500 per election for all individuals, political committees, political parties, legislative committees, and caucus committees.
- Defines election cycle as the first day of January in the year prior to the general election for the office the candidate is seeking, until 14 days after the date of the general election or until the election results are certified, whichever occurs last.
- Prohibits City elected officials and candidates from soliciting and/or receiving contributions from a contractor or subcontractor (including partners/principals with equity interest totaling more than 10%) who has earned more than \$50,000 in City contracts or from any contractor participating in a contract award period.
- Requires that bidders affirm and certify that they will comply and will notify their principals and subcontractors of the campaign contribution provisions of this chapter.
- Requires City of Spokane bargaining units to disclose contributions made to current elected officials on publicly available bargaining unit contracts prior to signatures and approval by the Spokane City Council.
- Requires entities making campaign contributions to City of Spokane candidates and in support of or against City of Spokane initiatives and referendum have an active registration with the Washington Secretary of State or equivalent state agency of the donors' primary locations.
- Defines and establishes procedures for 'incidental committees,' including the filing of a statement of organization with the City Clerk's office and the names of the ten largest aggregate contributions, with the City and published on the City's website.
- Requires political committees making independent expenditures in support of or in opposition to City of Spokane candidates or in support of or in opposition to City of Spokane initiatives and referendum to disclose the top 3 individuals who have contributed the most if one of the Top 5 contributors (in compliance with RCW 42.17A.320) happens to be a political committee.
- Requires entities contributing to candidates or to political committees making independent expenditures in support or in opposition to City of Spokane initiatives and referendums to certify with the candidate that their ownership does not comprise of more

than 50% foreign nationals.

- Establishes violations of the Spokane Fair Elections Code as a Class 1 Civil Infraction.
- Creates a limitations period for complaints.
- Creates an annual report requirement to the City Council on the number of investigations undertaken and actions taken to enforce the Spokane Fair Elections code.
- Creates the “Transparent Democracy” Fund to help offset costs of enforcement of Spokane Fair Elections Code.

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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

ORD C35572

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 SPECIAL BUDGET ORDINANCE CODE CLEAN-UP ORDINANCE

Agenda Wording

An ordinance relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.

Summary (Background)

This proposed ordinance updates the Spokane Municipal Code to reflect the new language "Special" Budget Ordinance instead of "Emergency" Budget Ordinance.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance &amp; Admin

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

## ORDINANCE NO. C35572

An ordinance relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.

The City of Spokane does ordain:

Section 1. That SMC Section 7.08.010 is amended to read as follows:

### **7.08.010 General Fund Established**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  1. At each and every budget cycle commencing with year 2001 and every year thereafter, an amount from the unappropriated general fund balance at each such year-end shall be appropriated to the contingency reserve account.
  2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing budget year in accordance with standard ((emergency)) special budget ordinance procedures.
- C. The targeted funding level within the contingency reserve account shall initially be ten percent of budgeted general fund expenditures.
  1. The City shall, on a best efforts basis, take such steps necessary to meet the targeted funding level no later than December 31, 2008, and each year thereafter.
  2. During each budget cycle, the chief financial officer shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's six-year general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.
- D. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures and are to be governed by the following criteria:
  1. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
  2. Unforeseen emergency threatening health and/or safety of the citizens; or



3. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
  4. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
- E. Appropriation from the contingency reserve account is by the standard ~~((emergency))~~ special budget ordinance procedure.
- F. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance.
1. At each and every budget cycle commencing with year 2007 (for the 2008 budget) and every year thereafter, amounts from the unappropriated general fund balance shall be appropriated to the revenue stabilization account until such time the account is funded to the targeted funding level as listed in this section.
  2. Additional funds may be added to the revenue stabilization account during the ensuing budget year in accordance with standard ~~((emergency))~~ emergency budget ordinance procedures.
  3. The initial targeted funding level within the revenue stabilization account shall be three and one-half percent of budgeted general fund revenues.
    - a. The City shall, on a best efforts basis, take such steps necessary to meet the initial targeted funding level no later than April 30, 2008, and each year thereafter.
    - b. Annually during each budget cycle, the chief financial officer shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's six-year general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
    - c. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council to meet the following criteria:
      - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and

- ii. The revenue shortfall is expected to persist through the end of the fiscal year; and
- iii. The revenue shortfall is reasonably expected to persist for a period no longer than three years. A revenue shortfall expected to persist beyond three years shall be directly addressed in the current annual budget process through long-term budget measures.
- d. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
- e. Appropriation from the revenue stabilization account is by enactment of an ordinance pursuant to standard procedures except that the ordinance shall be passed by a vote of one more than a majority of the council except where an appropriation is already included in the regularly adopted annual budget.

Section 2. That SMC section 7.09.015 is amended to read as follows:

**7.09.015 Personnel/Position Transfers**

- A. Transfer of all classified personnel shall be accomplished pursuant to the City's civil service rules.
- B. The elimination of a position in a department which accompanies, precedes, or results in the transfer of that position to another department shall be accompanied by an interfund transfer of the budgeted funds for the transferred employee's position from the former department to the new department.
- C. Inter-departmental transfers of job positions and interfund transfers, as described in this section, outside of the annual budget process as described in Section 25 of the City Charter, [SMC 07.15.005](#), and chapter 35.33, RCW, shall not occur unless the City Council approves an ((emergency)) special budget ordinance to accomplish the transfer.

Section 3. That SMC section 8.19.030 is amended to read as follows:

**8.19.030 Permitted Use of Funds**

- A. No asset forfeiture funds may be expended beyond the purposes allowed under applicable state and federal law and may not supplant existing funding.
- B. Asset forfeiture funds under the control of the Police Department may only be spent by appropriation and approval of the Spokane City Council under its applicable policies for approving budgets and expenditures.

- C. The City Council will not approve spending of any asset forfeiture funds absent a request by the Chief of Police. The Chief of Police may request expenditure of asset forfeiture funds as part of the preparation and submission of the annual budget to City Council or by requesting approval of an ~~((emergency))~~ special budget ordinance.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

12/18/2017

Date Rec'd

12/4/2017

Clerk's File #

ORD C35573

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700 - AMENDING ORDINANCE C35423

Agenda Wording

Amending Ordinance C35423 that vacated a portion of Ross Court, North Crescent Avenue, North Center Street, and a portion of a nearby alley.

Summary (Background)

Since this ordinance was finalized, it has been determined that an additional small amount of right-of-way needs to be vacated in order to accommodate a center turn lane for the realigned street. The legal description of the Ordinance needs to be amended to adjust for this change.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

P.I.E.S. - 11/27/17

Finance

ORLOB, KIMBERLY

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RICHMAN, JAMES

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Additional Approvals

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Purchasing

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

## ORDINANCE NO. C35573

An ordinance amending Ordinance C35423 vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley,

WHEREAS, a petition for the vacation of a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE ¼ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

All that portion of North Ross Court lying south of Lots 7 through 12, and north of Lots 13 through 18, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH that portion of North Ross Court lying South of Lot 7 WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, and lying North of Lot 6, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of the platted alley lying north of Block 1 and south of Block 2, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH All that portion of North Crescent Avenue lying North of Lots 1 through 6, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, and lying south of Block 6, ROSS PARK, as recorded in Volume "A" of Plats, Page 141, records of Spokane County, and lying south of Block 1, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of North Center Street lying north of the North right of way of Upriver Drive and south of Parcel "A" further described below;

Parcel "A"

A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, City of Spokane, County of Spokane, State of Washington, more particularly described as follows:

COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;

Thence North 47°47'23" East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Northerly right of way North 47°47'23" East a distance of 64.01 feet;

Thence North 43°01'21" West a distance of 334.23 feet;

Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of 62°53'44" (the long chord of which bears North 74°28'13" West for a distance of 315.12 feet), for an arc length of 331.52 feet;

Thence South 74°04'55" West a distance of 512.89 feet;

Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of 40°28'19" (the long chord of which bears South 53°50'46" West for a distance of 160.49 feet), an arc length of 163.88 feet to a point on the Northwesterly right of way as dedicated by Resolution recorded in Auditor's file number 6037563;

Thence along said Northwesterly right of way South 33°36'36" West a distance of 9.71 feet;

Thence South 56°23'24" East a distance of 64.00 feet;

~~Thence North 33°36'36" East a distance of 9.71 feet;~~

~~Thence along a tangent curve to the right with a radius of 168.00 feet, through a~~

~~central angle of 40°28'19" (the long chord of which bears North 53°50'46" East a distance of 116.22 feet), for an arc length of 118.67 feet;~~

~~Thence North 74°04'55" East a distance of 512.89 feet;~~

~~Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of 62°53'44" (the long chord of which bears South 74°28'13" East a distance of 248.34 feet), for an arc length of 261.26 feet;~~

Thence North 33°36'36" East a distance of 6.34 feet;

Thence along a tangent curve to the right with a radius of 127.00 feet, through a central angle of 40°28'19" (the chord of which bears North 53°50'46" East for a distance of 87.86 feet), an arc length of 89.71 feet;

Thence North 74°04'55" East a distance of 574.93 feet;

Thence along a tangent curve to the right with a radius of 187.00 feet, through a central angle of 40°07'09" (the chord of which bears South 85°51'30" East for a distance of 128.28 feet), an arc length of 130.94 feet;

Thence along a compound curve to the right with a radius of 238.00 feet, through a central angle of 22°46'35" (the chord of which bears South 54°24'38" East for a distance of 93.99 feet), an arc length of 94.61 feet;

Thence South 43°01'21" East a distance of 333.32 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** approximately 90415.84 square feet or 2.076 acres of land, more or less.

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

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

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

Approved as to Form:

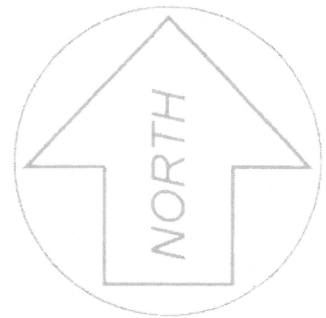
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

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

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





SCALE  
NOT TO SCALE



ADDITIONAL RIGHT-OF-WAY BEING DEDICATED



ADDITIONAL RIGHT-OF-WAY BEING VACATED



**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

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

**STREET VACATION REPORT**  
July 19, 2016

**LOCATION:** Portions of North Crescent, Ross Ct., Center St, and adjacent alleys.

**PROPONENT:** Avista

**PURPOSE:** To realign and vacate streets for Avista's Campus.

**HEARING:** August 15, 2016

**REPORTS:**

**AVISTA UTILITIES** – Avista requests that if any utilities comment on any reserved easements in the proposed right-of-ways to be vacated, that only a 10' easement be reserved for utilities in the vacation area.

**COMCAST** – Comcast has no problem as long as Avista pays Comcast to relocate their plant within this project.

**CENTURYLINK** – CenturyLink has no objections to the vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – The new ROW street should incorporate bicycle lanes to tie in with Upriver Drive and along N. Crescent to Indiana.

**FIRE DEPARTMENT** - No Comments

**NEIGHBORHOOD SERVICES** - No Comments

**PARKS DEPARTMENT** - No Comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – Water in the proposed vacation area of Ross Ct., No Crescent Ave, and North Center St., which must be rerouted or eased (There is sewer in the same streets). A Boundary Line Adjustment will be required to avoid land locking properties.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No issues with the vacation. Will deal with the route issues @ development.

**PLANNING & DEVELOPMENT – PLANNING** – Subject to Shoreline Permit approval. Coordinate with Ali Brast for timing

**POLICE DEPARTMENT** - No Comments

**SOLID WASTE MANAGEMENT** - No Comments

**STREET DEPARTMENT** - No Comments

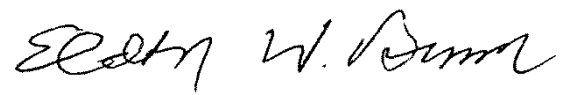
**WASTEWATER MANAGEMENT** – There are existing sanitary sewers in most of the right of ways proposed for vacation. These sewers must either become private, if they serve only Avista-owned properties or, if not, then an easement and access must be provided to the City for repair and maintenance. This easement must be: A “No build” easement allowing “ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline” is required for the full length of the pipe. This easement should be a minimum 30-ft wide, 10-ft on one side of the pipeline and 20-ft on the other. On site storm runoff must be contained and handled on the site in privately owned facilities in accordance with State and City requirements. If existing facilities are to be used within the proposed vacated R/W. those facilities must become private and disconnected from the public system.

**WATER DEPARTMENT** - No Comments

**BICYCLE ADVISORY BOARD** - No Comments

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

1. All utilities that must be moved will be addressed with the plans that are currently in for review. Prior to finalizing the vacation all necessary utilities must be moved or easement will be reserved.
2. Street realignment plans must be approved and construction must be complete.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$59,318.83 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. Adequate emergency vehicle access shall be maintained to existing and future buildings.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2017.

A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive, flowing style.

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

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	ORD C35574
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	RETIREMENT
<u>Contact Name/Phone</u>	PHILLIP TENCICK 6336
<u>Contact E-Mail</u>	PTENCICK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	6100 SMC 03.05 AMENDMENTS

**Agenda Wording**

An ordinance relating to the City of Spokane Employees' Retirement System; amending SMC sections 03.05.020, 03.05.025, 03.05.030, 03.05.040, 03.05.050, 03.05.060, 03.05.070, 03.05.080, 03.05.120, 03.05.130, 03.05.160, 03.05.165, 03.05.166, 03.05.167, 03.05.168, 03.05.170, 03.05.180, 03.05.200, 03.05.210, 03.05.260, 03.05.275.

**Summary (Background)**

Changes to SMC 03.05 to add the Tier 4 (Rule of 90) agreed to by the bargaining units. Additionally, there are housekeeping changes through SMC 03.05.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	TENCICK, PHILLIP
<u>Division Director</u>	
<u>Finance</u>	CLINE, ANGELA
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	
<u>Purchasing</u>	

## ORDINANCE NO. C35574

An ordinance relating to the Spokane Employees' Retirement System amending Spokane Municipal Code Sections 03.05.020, 03.05.025, 03.05.030, 03.05.040, 03.05.050, 03.05.070, 03.05.120, 03.05.130, 03.05.160, 03.05.165, 03.05.166, 03.05.168, 03.05.170, 03.05.180, 03.05.190, 03.05.210, 03.05.260, 03.05.270, 03.05.275 and adopting a new section 03.05.167 to chapter 03.05 of the Spokane Municipal Code.

--Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 03.05.020 is amended.

### Section 03.05.020 Definitions

- A. "Accumulated contributions" means the sum of all normal contributions deducted from the compensation of a member, and in-lieu payments of employees' contributions by the City, standing to the credit of the member's individual account, together with contribution interest as established pursuant to SMC 4.14.070(D)(1) compounded ~~quarterly~~monthly.
- B. "Annuity" means payments derived from contributions made by a member as provided in SMC 3.05.190.
- C. "Beneficiary" means any person in receipt of a pension, annuity, retirement allowance, disability allowance, or any other benefit provided in this chapter and chapter 4.14 SMC.
- D. "Board" means "board of administration" as provided in chapter 4.14 SMC.
- E. "City" means the City of Spokane.
- F. "City service" means service by an employee rendered to the City for compensation and, for the purpose of this chapter and chapter 4.14 SMC, a member shall be considered as being in City service only while the member is receiving compensation for such service.
- G. "Compensation" means the compensation including base pay, shift differential, overtime, holiday pay, hazardous duty pay and out-of-classification pay, payable in cash, plus the monetary value, as determined by the board, of any allowance in lieu thereof. It shall not be reduced by salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included in determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- H. "Contribution interest," unless changed by the board as provided in SMC 4.14.070, means the interest rate on member contributions, which shall be set equal to the average daily interest rate for the 5-year US Treasury Note from July

1 of the previous year to June 30 of the current year, rounded to the nearest 0.25%. The new interest rate will be effective as of July 1 of the current year, beginning in 2016.

- I. "Creditable service" means such City service as is evidenced by the record of normal contributions received from the employee plus prior City service if credit for same is still intact or not lost through withdrawal of accumulated contributions as provided in SMC 3.05.120. ~~The maximum creditable service from all sources including military service is thirty (30) years under the formula in SMC 3.05.160 and thirty-five (35) years under the formulas in SMC 3.05.165 and SMC 3.05.166. The maximum creditable service will be based on the benefit formula eligibility in SMC 3.05.025.~~
- J. "Employee" means any regularly appointed employee or elected official of the City or of the Spokane public library.
- K. "Final compensation" has different meanings that depend on whether the member's benefit is calculated using Tier 1, Tier 2, Tier 3 or Tier 4. For benefits calculated under Tier 1 and Tier 2, "final compensation" means the annual average of the member's compensation during the highest consecutive two-year period of service for which service credit is allowed for purposes of determining retirement benefits for members described in SMC 3.05.025(A) or (B). For members described in SMC 3.05.025(C) For benefits calculated under Tier 3, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed. For benefits calculated under Tier 4, "final compensation" means the annual average of the member's compensation during the highest consecutive three-year period of service for which service credit is allowed; for this purpose, the portion of a member's compensation for any year shall not include overtime in excess of twenty percent (20%) of the member's base salary for that year. Final compensation shall not be reduced to reflect salary reduction contributions to the City's cafeteria plan or Section 457 plan, or effective January 1, 2001, any qualified transportation fringe benefit plan under Internal Revenue Code section 132(f)(4). Compensation in excess of the limitations set forth in Internal Revenue Code section 401(a)(17) shall not be included as final compensation when determining benefits, but this restriction does not apply to any individual who was a member prior to January 1, 1996.
- L. "Fiscal year" means any year commencing with January 1st and ending with December 31st next following.
- M. "Member" means any person included in the membership of the retirement system as provided in SMC 3.05.030.
- N. "Normal contributions" means the contributions at the rate provided for in SMC 3.05.040(A) and (B).
- O. "Participation date" means the date on which an employee initially joined the retirement system from which the employee had uninterrupted deposit of contributions. If an employee who joins the system terminates and their accumulated contributions are withdrawn is subsequently rehired as a City employee, then that employee's participation date shall be their rehire date and not the date on which the employee was originally hired, whether or not that

employee redeposits their contributions as permitted under SMC 3.05.120(C). If an employee becomes subject to SMC 3.05.260 and is rehired following retirement, then any additional retirement allowance earned by that employee shall be determined as if the member's participation date is based on the rehire date.

- P. "Pension" means payments derived from contributions made by the City as provided for in SMC 3.05.190.
- Q. "Regular interest," unless changed by the board as provided in SMC 4.14.070, means the actuarial assumption rate of interest which compounded annually shall place the retirement fund on a sound actuarial basis.
- R. "Retirement allowance" means any payments made to a member or successor upon retirement for service or disability.
- S. "Retirement fund" means "employees' retirement fund" as created and established in SMC 3.05.070 and SMC 7.08.601. "Retirement system" means "Spokane Employees' Retirement System" (SERS), provided for in this chapter.
- T. "Tier 1" means the benefit formula in SMC 3.05.160.
- U. "Tier 2" means the benefit formula in SMC 3.05.165.
- V. "Tier 3" means the benefit formula in SMC 3.05.166.
- W. "Tier 4" means the benefit formula in SMC 3.05.167.

Section 2. That SMC 03.05.025 is amended.

#### Section 03.05.025 Benefit-Formulas Formula Eligibility

- A. An employee of the City ~~hired with a participation date~~ prior to January 1, 2009, ~~the member~~ shall be entitled to elect at the time of retirement whether to receive ~~his their~~ benefit under Tier 1, Tier 2, Tier 3, or Tier 4, ~~the current benefit formula in SMC 3.05.160 as available therein, or to receive his benefit under the alternate benefit formula in SMC 3.05.165 as available therein.~~ A member of the retirement system who has terminated employment prior to January 1, 2009, who has not taken a withdrawal of his accumulated contributions will remain under the benefit formula in SMC 3.05.160 and shall not be entitled to elect the alternate formula in SMC 3.05.165.
- B. ~~The alternate benefit formula in SMC 3.05.165 shall be the exclusive benefit for employees of the City hired on or after January 1, 2009, but before January 1, 2015. The benefit formula in SMC 03.05.165 shall also apply as of January 1, 2009, to any employee who was covered by the benefit formula in SMC 3.05.160, takes a withdrawal of his accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and is rehired on or after the applicable date in the preceding sentence, regardless of whether the employee restores his prior service under the prior benefit formula pursuant to SMC 3.05.120(C) or SMC 3.05.260. The alternate benefit formula in SMC 3.05.165 will also apply to a member who retired under the benefit formula in SMC 3.05.160, was rehired, and~~



whose benefit was suspended pursuant to SMC 3.05.260. An employee of the City with a participation date on or after January 1, 2009, but before January 1, 2015. The member shall be entitled to elect at the time of retirement whether to receive their benefit under Tier 2, Tier 3, or Tier 4.

- C. ~~The alternate benefit formula in 6 shall be the exclusive benefit for employees of the City hired on or after January 1, 2015. The benefit formula in shall also apply as of January 1, 2015, to any employee who was covered by the benefit formula in or, takes a withdrawal of his accumulated contributions after termination pursuant to, and is rehired on or after the applicable date in the preceding sentence, regardless of whether the employee restores his prior service under the prior benefit formula pursuant to or. The alternate benefit formula in SMC 3.05.166 will also apply to a member who retired under the benefit formula in or, was rehired, and whose benefit was suspended pursuant to SMC 3.05.260. An employee of the City with a participation date on or after January 1, 2015, but before January 1, 2018. The member shall be entitled to elect at the time of retirement whether to receive their benefit under Tier 3 or Tier 4.~~
- D. ~~The basic provisions of the benefit formula in SMC 3.05.160 and alternate benefit formulas in SMC 3.05.165 and SMC 3.05.166 are summarized in SMC 3.05.167. An employee of the City with a participation date on or after January 1, 2018. The member shall be entitled to receive their benefit under Tier 4.~~
- E. ~~The basic provisions of the benefit formula for Tier 1, Tier 2, Tier 3, and Tier 4 are summarized in SMC 3.05.168~~

Section 3. That SMC 03.05.030 is amended.

#### Section 03.05.030 Membership

- A. Any new employee must become a member of the retirement system and make contributions required by SMC 3.05.040 on the date of hire, except:
  - 1. temporary, seasonal, or new hire provisionals, as defined by the City Charter and the City civil service commission;
  - 2. members of the police and fire departments who are entitled to benefits under state-enacted retirement programs;
  - 3. participating employees hired under the Comprehensive Employment and Training Act (CETA) and United States Department of Labor (DOL). This proscription does not apply to permanent nonparticipant staff members of the City and Spokane City-County employment and training consortium or its successor. ~~Furthermore, CETA participants whose membership was previously terminated and who received a refund of contributions may at such time as they become regular City employees redeposit refunded contributions in accordance with SMC 3.05.120;~~
  - 4. other non-City-funded employees in temporary employment programs as determined by the board.

- B. Any other employee who is an elected official may, at any time prior to the completion of five (5) years of continuous service, elect to deposit with the retirement system an amount equal to what would be or would have been the elected official's normal contributions if a member of the retirement system during this period of service, with regular interest as determined by the board. The City matches said funds and deposits the same in the retirement fund in a manner similar to that provided for the matching of the normal contributions under the provisions of this chapter, provided that no such elected official shall obtain any benefits of the provisions of the retirement system except contribution interest accruing at the rate provided for interest on employees' normal contributions. The return of any such funds so deposited shall be governed by the provisions as to the return of normal contributions. If and when any such elected official becomes a member the sums so deposited by this member shall be transferred to the credit of such member. Any elected official entering the retirement system under this provision shall ~~become~~ have a member participation date as of the date of such election to join the system and shall not be considered a member until the date of such election.

Section 4. That SMC 03.05.040 is amended.

Section 03.05.040 Contributions

- A. The normal rates of contributions of members are those adopted by the board, subject to the approval of the ~~city council~~ City Council. The rates so adopted remain in full force and effect until revised or changed by the board in the manner provided in chapter 4.14 SMC.
1. Contributions by Members.

Prior to January 1, 2009, each member shall contribute six and seventy-two one-hundredths percent (6.72%) of the member's compensation. Effective January 1, 2009, the rate of contribution was prospectively increased to seven and seventy-five hundredths percent (7.75%). Effective September 1, 2014, the rate of contribution is prospectively increased to eight and twenty-five hundredths percent (8.25%). Effective December 17, 2017, the rate of contribution is prospectively increased to nine percent (9.00%). ~~It is contemplated that said contribution by members will, when added to the City's contribution, be enough to properly fund the retirement benefits.~~ Although designated as employee contributions that reduce the member's salary, the City government, as the employer, shall pay such contributions to the retirement fund pursuant to Internal Revenue Code section 414(h). The member will not have an option of choosing to receive the contributed amounts directly instead of having them paid by the City government to the retirement fund. The picked-up contributions will be included as Social Security wages up to the Social Security wage base, and will also be included in calculating the member's final

compensation. It is contemplated that the aggregate normal contributions made by the City into the retirement fund will be enough to properly fund the retirement benefits payable hereunder.

2. Contribution by the City Government.

The City government will ~~match~~ make contributions in an amount that matches the members' in-lieu payment of the employees' contributions.

3. Contribution Rate Review

In the event that an official actuarial report for a given fiscal year, prepared at the direction of the board, indicates that the Actuarially Determined Employer Contribution Rate (within the meaning of GASB) is greater than the City's contributions, the City shall, subject to approval by the board and City Council, prospectively increase both the employee contribution rate and the City's matched contribution rate by up to 1.00% of the member's compensation without further bargaining unit negotiation. Increases are limited to once per fiscal year.

In the event that an official actuarial report for a given fiscal year, prepared at the direction of the Board, indicates that the retirement system is fully funded (within the meaning of GASB), the City may, subject to approval by the board and City Council, prospectively decrease both the employee contribution rate and the City's matched contribution rate by up 1.00% of the member's compensation without further bargaining unit negotiation. Decreases are limited to once per fiscal year.

B. Subject to the provisions of this chapter and chapter 4.14 SMC, the board certifies to the head of each office or department the normal rate of contribution for each member provided for in subsection (A) of this section. The head of the department applies such rate of contribution to the compensation of each and every payroll; and each of said in-lieu amounts are paid by the director of accounting into the retirement fund, hereinafter provided for, and are credited by the board, together with contribution interest, to an individual account of the member for whom the contribution was made. Contribution interest is credited to each individual account at such periods as the board may determine. ~~The City government's in-lieu payment vests~~ Any in-lieu payments contributed by the City are fully and immediately vested for the benefit of the employee immediately upon payment into the retirement fund.

C. The director of accounting transfers to the retirement fund an amount equal to the aggregate normal contributions as soon as administratively practicable following each payroll period.

Section 5. That SMC 03.05.050 is amended.

Section 03.05.050 Allowance for Service

A. Determination.

1. Subject to the following and all other provisions of this chapter, including such rules and regulations as the board may adopt in pursuance thereof, the board, subject to the approval of the ~~city council~~ City Council, determines and may modify allowance for service.
2. Time during which a member is absent on leave without pay may not be allowed in computing service.
3. Each member must file with the retirement system such information affecting ~~his~~ their status as a member as the board may require.

B. Military Service.

Any member is given credit for any period served by him in the military service of the United States, in time of war or upon the call of the President, if at the time of such service such member was a regular employee under leave of absence. Certificate of honorable discharge from and/or documentary evidence of such service must be submitted to the board in order to obtain credit for such service.

C. Preservation of Credits Under Contract.

The board is authorized from time to time to enter into agreements with other public retirement systems in the ~~state~~ State of Washington relative to the mutual acceptance of members and preservation of service credits under such rules and regulations as may be necessary to carry into effect the provisions of this chapter or for its proper operation.

D. Notwithstanding anything in this chapter to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code section 414(u). The board may promulgate regulations implementing this section.

Section 6. That SMC 03.05.070 is amended.

Section 03.05.070 Employees' Retirement Fund

- A. The City treasurer shall be the custodian of the retirement fund as provided in SMC 7.08.601. The retirement fund created hereby shall be a trust fund held for the exclusive benefit of the members of the retirement system and their beneficiaries. Except as provided under 3.05.240(B), no part of the corpus or income of the retirement fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the members or their beneficiaries and the payment of fees and expenses of maintaining and administering the retirement system. All benefit formulas under SMC 3.05.160, SMC 3.05.165 and SMC 3.05.166 and SMC 03.05.167 are encompassed within the retirement fund without separate accounting.

- B. This section shall be interpreted to allow the following:
1. A return of the contribution to the City or its application as a credit on future contributions after the board determines that the City has paid or overpaid the contribution under a mistake of fact.
  2. The making of refunds required by law; and
  3. Termination of the retirement system and distribution of its assets to the City after all liabilities with respect to the members and their beneficiaries have been satisfied.

Section 7. That SMC 03.05.080 is amended.

Section 03.05.080 City's Contribution

There shall be paid into the retirement fund by contributions of the City the amounts necessary to pay all pensions and other benefits allowable under this chapter to members on account of prior service and minimum allowances provided for in SMC 3.05.160 , SMC 3.05.165 ~~and SMC 3.05.166,~~ and SMC 3.05.167. There shall also be paid into the retirement fund by contributions of the City the amounts necessary to pay its share of disability pensions allowable under this chapter. Until the amount accumulated in the retirement fund becomes at least as large as the present value of all amounts thereafter payable from said fund, the amount annually due to the said fund under this section shall be the amount payable from said fund in the ensuing fiscal year on account of prior service, disability, and minimum allowances above referred to.

Section 8. That SMC 03.05.120 is amended.

Section 03.05.120 Refund of Contributions

A. Accumulated Contributions in Excess of One Thousand Dollars.

Should the service of a member be discontinued, except by death or retirement, and the member has accumulated contributions in excess of one thousand dollars (\$1,000), the member may elect to withdraw the member's accumulated contributions. Such payment shall be made as soon as administratively practical after the board approves the member's election, which election shall be made not later than six (6) months after the day of discontinuance. The City shall receive credit for the full amount deposited by the City in the retirement fund for such member's benefit plus contribution interest. If a member's service is discontinued and the member ~~leaves~~ does not elect to withdraw accumulated contributions ~~in from~~ the retirement system, the board may, in its discretion, charge each such member reasonable administrative expenses for maintenance of the accumulated contributions. Upon reaching the age for required distributions under Internal Revenue Code section 401(a)(9), a single lump sum distribution of all contributions plus contribution interest will be made as soon as administratively possible.

B. Accumulated Contributions of One Thousand Dollars or Less.

Should the service of a member be discontinued, except by reason of death, and the member has accumulated contributions of one thousand dollars (\$1,000) or less, the member shall be paid, not later than six (6) months after the day of discontinuance, the member's entire accumulated contributions.

C. Redeposit.

Any member may redeposit in the retirement fund, within one (1) year of being rehired, an amount equal to that which the member previously withdrew therefrom, or a portion thereof, at the last termination of membership, such redeposit using the current regular interest rate as determined by the board to be paid into the retirement fund in accordance with rules established by the board. In the event such redeposit is made by a member, an amount equal to the accumulated contributions so redeposited shall again be held for the benefit of said member, and shall no longer be included in the amounts available to meet the obligations of the City on account of benefits that have been granted or liabilities that have been assumed on account of prior service of members, and the retirement system shall reinstate the prior service credit, or the portion thereof, for such member, who will rejoin the retirement system pursuant to SMC 3.05.025(B). Effective January 1, 2009, redeposit may also be made by a direct trustee-to-trustee transfer to the retirement fund from a plan qualified under Internal Revenue Code sections 457(b) or 403(b) or by a direct rollover to the retirement fund from an individual retirement account or annuity qualified under Internal Revenue Code section 408. The board may establish rules and procedures for acceptance of such deposits, transfers, or rollovers, including procedures to account for pre-tax transfers and rollovers and after-tax payments.

Section 9. That SMC 03.05.130 is amended.

Section 03.05.130 Service Retirement

Retirement of members for service is made by the board as follows:

- A. Any member in the City service may voluntarily retire by filing with the retirement system a written application, stating a desire to be retired and the effective date of retirement, which date shall not be earlier ~~that~~ than the date on which such application is filed with the retirement system and the member's Normal Retirement Date as described in the following:
- B. Normal Retirement Date, for members ~~described in 3.05.25(A) and 3.05.25(B)~~ retiring under Tier 1 or Tier 2:

A member's normal retirement date is the first day of the calendar month ~~coinciding~~ coincident with or next following the latest of the day on which the member has:

- 1. attained the age of sixty-two (62), or
- 2. completed five (5) years of ~~creditable~~ City service.

C. Normal Retirement Date, for members ~~described in 3.05.25(C)~~ retiring under Tier 3 or Tier 4:

A member's normal retirement date is the first day of the calendar month ~~coinciding~~ coincident with or next following the latest of the day on which the member has:

1. attained the age of sixty-five (65), or
2. completed seven (7) years of ~~creditable~~ City service.

A member is fully vested upon attaining the member's normal retirement date, provided the member remains actively employed with the City through such normal retirement date.

Section 10. That SMC 03.05.160 is amended.

Section 03.05.160 Allowance on Service Retirement, Tier 1

The provisions of this section govern the retirement benefits of members ~~described in with eligibility under SMC 3.05.025(A), including the members who were retirees prior to January 1, 2009, and those active employees as of January 1, 2009, and who affirmatively elect to receive benefits under it pursuant to SMC 3.05.025 and who elect to retire under Tier 1.~~

A. Normal Retirement Benefit.

1. Subject to the minimum and maximum retirement benefits described in this section, a member's annual normal retirement benefit is determined by multiplying two and fifteen one-hundredths percent (2.15%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed sixty-four and five-tenths percent (64.5%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date pursuant to 3.05.130(B), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two and fifteen one-hundredths percent (2.15%) of the member's final compensation by the member's years of credited service. In no case can the

annual accrued retirement benefit exceed sixty-four and five-tenths percent (64.5%) of final compensation.

C. Vested Benefit.

1. Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the age of fifty (50), provided at time of member's termination, the member both:
  - a. has at least five (5) years of ~~creditable~~ City service; and
  - b. elects to leave member's accumulated contributions in the retirement system.
2. Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. Early Retirement.

A member may retire before the member's normal retirement date under 3.05.130(B) if the member has ~~met all~~, as of the desired retirement date, satisfied all of the following requirements:

1. the member has attained the age of fifty (50);
2. ~~applied for early retirement;~~ the member has completed five (5) years of City service;
3. ~~terminated active employment with the City; and~~ the member has applied for early retirement; and
4. ~~completed five (5) years of creditable service.~~ the member has terminated active employment with the City

E. Early Retirement Benefit Calculation.

Early retirement benefits are calculated in the same manner as normal retirement benefits.

F. Payment of Benefits.

After retirement, normal or early retirement benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

G. Ad Hoc Performance Adjustment.

The board is authorized to grant discretionary annual ad hoc performance adjustments effective July 1st of each fiscal year. The rate of the performance adjustment is determined by the board based upon financial, actuarial, and other data and is limited to a maximum of a three percent (3%) adjustment in any given



fiscal year. The adjustment is noncompounding and based upon a retiree's original pension amount. The board has adopted a board rule which contains further information on the necessary criteria for ad hoc performance adjustments.

Section 11. That SMC 03.05.165 is amended.

Section 03.05.165 Allowance on Service Retirement—~~Alternate Formula (Rule of 75)~~,  
Tier 2

The provisions of this section govern ~~(a) the retirement benefits of members described in SMC 3.05.025(A) whose benefits are not governed by SMC 3.05.160 or 3.05.025(B), and (b) the retirement benefits of members described in 3.05.025(B) who elect to retire under Tier 2.~~

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed seventy percent (70%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under 3.05.130(B), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed seventy percent (70%) of the member's final compensation.

C. Vested Benefit.

1. Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(B), provided that at time of termination, the member both:
  - a. has at least five (5) years of creditable City service; and
  - b. elects to leave member's accumulated contributions in the retirement system.
2. Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. Early Retirement Benefit.

A member may retire before the member's normal retirement date under SMC 3.05.130(B) if the member has, as of the desired retirement date, satisfied all of the following requirement ("Rule of 75"):~~the member has attained a minimum age of fifty (50), has at least five (5) years of creditable service, and the sum of the member's age and years of creditable service total at least seventy-five (75)~~

1. the member has attained a minimum age of fifty (50);
2. the member has at least five (5) years of City service;
3. the sum of the member's age and years of City service total at least seventy-five (75);
4. the member has applied for retirement; and
5. the member has terminated active employment with the City.

Solely for purposes of the "Rule of 75" in the preceding sentence, creditable service for part-time employees will be determined pursuant to regulations established by the board. An active member may also retire on or after having attained the member's normal retirement date under SMC 3.05.130(B) In either case the member must apply for retirement benefits under SMC 3.05.130(A) and terminate from active employment with the City in order to retire.

E. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 12. That SMC 03.05.166 is amended

Section 03.05.166 Allowance on Service Retirement — ~~Alternate Formula (Rule of 80),~~  
Tier 3

The provisions of this section govern the retirement benefits of members with eligibility described in SMC 3.05.025(C) and who elect to retire under Tier 3.

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no

case can the normal retirement benefit exceed seventy percent (70%) of final compensation.

2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under SMC 3.05.130(C), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. **Accrued Retirement Benefit.**

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed seventy percent (70%) of the member's final compensation.

C. **Vested Benefit.**

Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(C), provided that at time of termination, the member both:

1. has at least seven (7) years of ~~creditable~~ City service; and
2. elects to leave member's accumulated contributions in the retirement system.

Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

D. **Early Retirement Benefit.**

A member may retire before the member's normal retirement date under SMC 3.05.130(C) if the member has, as of the desired retirement date, satisfied all of the following requirements ("Rule of 80"): ~~the member has attained a minimum age of fifty (50), has at least seven (7) years of creditable service, and the sum of the member's age and years of creditable service total at least eighty (80).~~

1. The member has attained a minimum age of fifty (50);
2. the member has at least seven (7) years of City service;
3. the sum of the member's age and years of City service total at least eighty (80);
4. the member has applied for retirement; and
5. the member has terminated active employment with the City .

- E. Solely for purposes of the "Rule of 80" in the preceding sentence, ~~creditable~~ City service for part-time employees will be determined pursuant to regulations established by the board. An active member may also retire on or after having attained the member's normal retirement date under SMC 3.05.130(C). In either case the member must apply for retirement benefits under SMC 3.05.130(A) and terminate active employment with the City.

F. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 13. That there is adopted a new section 03.05.167 to chapter 03.05 of the Spokane Municipal code to read as follows:

Section 03.05.167 Allowance on Service Retirement, Tier 4

The provisions of this section govern the retirement benefits of members with eligibility described in SMC 3.05.025(D) and who elect to retire under Tier 4.

A. Normal Retirement Benefit.

1. A member's annual normal retirement benefit is determined by multiplying two percent (2%) of the member's final compensation by the member's years of creditable service exclusive of qualified military service, and a benefit purchased by the contributions of the City equal to one and two-thirds percent (1-2/3%) of the final compensation multiplied by the number of years of qualified military service, not to exceed five (5) years as this type of service is otherwise defined and provided for in this chapter. In no case can the normal retirement benefit exceed eighty percent (80%) of final compensation.
2. A member shall be eligible to receive annual normal retirement benefits on or after the member's normal retirement date under SMC 3.05.130(C), provided the member has made application with the retirement system pursuant to 3.05.130(A) and has terminated active employment with the City.

B. Accrued Retirement Benefit.

A member's annual accrued retirement benefit is determined for any date by multiplying two percent (2%) of the member's final compensation by the member's years of credited service. In no case can the annual accrued retirement benefit exceed eighty percent (80%) of the member's final compensation.

C. Vested Benefit.

Any member who terminates active employment with the City will be eligible to receive a service retirement allowance at the member's normal retirement date under SMC 3.05.130(C), provided that at time of termination, the member both:

1. has at least seven (7) years of City service; and
2. elects to leave member's accumulated contributions in the retirement system.

Every member desiring to take advantage of this vesting provision must file a request with the retirement system when terminating active employment.

**D. Early Retirement Benefit.**

A member may retire before the member's normal retirement date under SMC 3.05.130(C) if the member qualifies for either "Tier 4 Unreduced Early Retirement" or "Tier 4 Reduced Early Retirement, each as described below:

1. A member qualifies for Tier 4 Unreduced Early Retirement if the member has, as of the desired retirement date, satisfied either a, or b, below:
  - a. The member meets all of the following criteria ("Rule of 90"):
    - i. the member has attained a minimum age of fifty (50);
    - ii. the member has at least seven (7) years of City service;
    - iii. the sum of the member's age and years of City service total at least ninety (90);
    - iv. the member has applied for retirement; and
    - v. the member has terminated active employment with the City;
  - or
  - b. The member meets all of the following criteria ("30 Year Rule"):
    - i. The member has attained a minimum age of fifty (50);
    - ii. The member has at least thirty (30) years of City service;
    - iii. The member has applied for retirement; and
    - iv. The member has terminated active employment with the City.

Tier 4 Unreduced Early Retirement benefits are calculated in the same manner as normal retirement benefits. Solely for purposes of the "Rule of 90", City service for part-time employees will be determined pursuant to regulations established by the Board.

2. A member qualifies for Tier 4 Reduced Early Retirement if the member has, as of the desired retirement date, satisfied all of the following
  - a. the member has attained the age of fifty (50);
  - b. the member has completed seven (7) years of City service;
  - c. the member has applied for early retirement; and
  - d. the member has terminated active employment with the City.

Tier 4 Reduced Early Retirement benefits are equal to a member's normal retirement benefit subject to an early retirement factor which reduces the the benefit payable at early retirement by two and five-tenths (2.5%) per year for the lesser of the following determined as of the date early retirement is to begin:

- a. The excess of (a) ninety (90) over (b) the member's attained age plus whole years of City service; and

- b. The excess of (a) sixty-five (65) over (b) the member's attained age.

An active member may also retire under Tier 4 on or after having attained the member's normal retirement date under SMC 3.05.130(C). In all cases, to retire under Tier 4, the member must apply for retirement benefits under SMC 3.05.130(A) and terminate active employment with the City.

E. Payment of Benefits.

After retirement, benefits will be payable throughout the remainder of the member's lifetime. However, if a member dies before the total of the retirement benefits paid to the member equals the member's accumulated contributions at the time of retirement, and if the member has not elected an optional form of retirement benefit in accordance with SMC 3.05.210, an amount equal to the difference between the retirement benefits paid and the member's accumulated contributions at the time of retirement will be paid to the member's beneficiary.

Section 14. That SMC 03.05.167 is amended

Section 03.05.1678 Summary of Benefits

A. Plan defaults for those retiring under SMC 3.05.160, Tier 1:

1. Calculation factor equals two and fifteen hundredths percent (2.15%) per year of creditable service.
2. Calculation is capped at thirty (30) years of creditable service or sixty-four and one-half percent (64.5%) of final compensation.
3. Final compensation based on highest two (2) consecutive years.
4. At time of retirement, employee can switch to retirement structure in subsection (B) of this section – all criteria must be met.
5. Five (5) years of City service for vesting.
6. Minimum early retirement age is fifty (50) with five (5) years ~~creditable~~ City service.
7. Normal retirement age is sixty-two (62) years.
8. Disability factor is one and twenty-five hundredths percent (1.25%).
9. Military leave factor is one and two-thirds percent (1-2/3%).
10. Portability and vested groups in place prior to January 1, 2009, are part of these defaults.

B. Plan defaults for those retiring under SMC 3.05.165—~~Alternate Formula (Rule of 75)~~, Tier 2:

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at thirty-five (35) years of creditable service or seventy percent (70%) of final compensation.
3. Final compensation based on highest two (2) consecutive years.
4. Tier 2 "Rule of 75" (age plus years of ~~creditable~~ City service must equal at least seventy-five (75) points).

5. Five (5) years City service for vesting.
6. Minimum retirement age is fifty (50) years.
7. Normal retirement age is sixty-two (62) years.
8. Employee with at least five (5) years ~~creditable~~ City service will be able to retire at sixty-two (62).
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.
11. Portability and vested groups in place after January 1, 2009 but prior to January 1, 2015, are part of these defaults.

C. Plan defaults for those retiring under SMC 3.05.166 — ~~Alternate Formula (Rule of 80)~~, Tier 3:

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at thirty-five (35) years of creditable service or seventy percent (70%) of final compensation.
3. Final compensation based on highest three (3) consecutive years.
4. Tier 3 "Rule of 80" (age plus years of ~~creditable~~ City service must equal at least eighty points (80)).
5. Seven (7) years City service for vesting.
6. Minimum early retirement age is fifty (50) years.
7. Normal retirement age is sixty-five (65) years.
8. Employee with at least seven (7) years ~~creditable~~ of City service will be able to retire at sixty-five (65).
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.

D. Plan defaults for those retiring under SMC 3.05.167, Tier 4:

1. Calculation factor equals two percent (2%) per year of creditable service.
2. Calculation is capped at forty (40) years of creditable service or eighty percent (80%) of final compensation.
3. Final compensation based on highest three (3) consecutive years, with overtime and base salary capped at one hundred and twenty percent (120% of base salary).
4. Normal retirement age is sixty-five (65) years.
5. Seven (7) years of City service for vesting.
6. Employee with at least seven (7) years of City service will be able to retire at sixty-five (65).
7. Unreduced Early Retirement:
  - A. Minimum early retirement age is fifty (50) years.
  - B. Satisfies at least one of the following:
    - A. "Rule of 90" (age plus years of City service must equal at least ninety points (90)).
    - B. "30 Year Rule" (must have at least 30 years of City service).

8. Reduced Early Retirement: member can retire before normal retirement date, but the benefit is subject to reduction to reflect early commencement of benefits.
  - A. Early retirements reduced by two and five-tenths percent (2.5%) times the lesser of:
    - A. The excess of ninety (90) over the sum of the member's attained age plus whole years of City service; or
    - B. The excess of sixty-five (65) over the member's attained age.
9. No change to disability calculation.
10. Military leave factor is one and two-thirds percent (1-2/3%) and these defaults.

E. General Plan Defaults.

1. Portability members hired or repurchasing time on or after January 1, 2009, will be part of the defaults for the "~~Alternate Formula~~" ~~under either SMC 3.05.165 or 3.05.166, whichever plan tier that~~ coincides with their participation date of repurchase, and must meet the criteria in relating subsection (B or C) of this section between both systems to be eligible to retire in SERS.
2. Pensioners who are rehired by the City on or after January 1, 2009, and suspend their pensions, will be part of the defaults for the "~~Alternate Formula~~" ~~under either SMC 3.05.165 or 3.05.166, whichever coincides with their date of rehire, plan Tier that coincides with their participation date~~ as they earn time toward a second pension.
3. Employees who had previously withdrawn their retirement contributions and are rehired on or after January 1, 2009, will be part of the defaults for the "~~Alternate Formula~~" ~~under either SMC 3.05.165 or 3.05.166, whichever coincides with their date of rehire plan Tier that coincides with their participation date~~, regardless if they buy back previous service time.

Section 15. That SMC 03.05.170 is amended

Section 03.05.170 Payment Upon Death of Member

A. Eligible to Retire.

If a member who had not retired but had named the member's spouse as the sole primary beneficiary and who was eligible to retire pursuant to SMC 3.05.160, SMC 3.05.165 ~~or~~, SMC 3.05.166, or SMC 3.05.167 whichever applies, or who had at least thirty (30) years of creditable service dies, then the member's surviving spouse may elect to receive:

1. death benefits provided for in this section, or
2. a retirement allowance payable only for the remainder of the surviving spouse's life and equal to that which would have been received had the deceased member retired on the date of death under the provisions of Option E as provided in SMC 3.05.210, or



3. in lieu of either of the above, a lump sum cash payment not to exceed one-half of the deceased member's accumulated contributions and a retirement allowance in accordance with Option E as provided in SMC 3.05.210, but reduced proportionately by the amount of cash withdrawn from this selection.

B. Not Eligible to Retire.

1. Repayment of Contributions.

Upon the death of any member not eligible to retire, there shall be paid to the member's estate, or to such persons as the member shall have nominated by written designation duly executed and filed with the retirement system, the member's accumulated contribution with contribution interest, less payments made therefrom to the member, if any. Effective January 1, 2009, a non-spouse designated beneficiary shall be permitted to elect a direct trustee to trustee transfer of such distribution to an individual retirement account established for the purposes of receiving the distribution on behalf of an individual who is a designated beneficiary and who is not the surviving spouse of the participant, which shall be treated as an inherited individual retirement account within the meaning of Internal Revenue Code section 408(d)(3)(C).

2. Death of Active Married Member.

Alternatively, upon the death of any active member who is eligible to vest in the retirement system, who is married at the time of death, and whose surviving spouse has been properly nominated as sole primary beneficiary, the surviving spouse may elect to leave the accumulated contributions in the retirement system and, on such date as the member would have been eligible, apply for and receive such retirement allowance as is allowed under retirement Option E as provided in SMC 3.05.210 as established in this chapter. Such retirement will be calculated as if the member had been eligible to retire at the time of death, and will be based upon the age of the surviving spouse at the time when the member would have been eligible to retire. Any retirement allowance calculated under this section will be based on the accumulations and earnings of the member as of the date of retirement.

Section 16. That SMC 03.05.180 is amended

Section 03.05.180 Disability Retirement

- A. Any member while in City service may be retired by the board for permanent and total disability, either ordinary or accidental, upon examination, if the member has not attained normal retirement age but has at least five (5) years of creditable service if the member is described in SMC 3.05.025(A) or (B), or has at least seven (7) years of creditable service if the member is described in SMC 3.05.025(C) or (D), provided that the required number of years of creditable service must have been credited to the member over a period of not to exceed ten (10) years immediately preceding member's disability retirement. The member's disability retirement shall be under the Tier corresponding to his

participation date and the member cannot elect to receive a disability retirement under subsequent tiers.

- B. Such member, within three (3) months after the discontinuance of City service, or while physically or mentally incapacitated for the performance of duty, if such incapacity has been continuous from discontinuance of City service, but not later than one (1) year after discontinuance of City service, shall be examined by a physician or surgeon appointed by the board upon the application of the head of the office or department in which said member is employed, or upon application of said member or a person acting in the member's behalf, stating that the member is permanently and totally incapacitated, either physically or mentally, for the performance of duty and ought to be retired. If such medical examination shows, to the satisfaction of the board, that the member is permanently and totally incapacitated either physically or mentally for the performance of duty and ought to be retired, the board shall retire the member for disability forthwith. Alternatively, the board is entitled to consider a disability determination made by the Social Security Administration as conclusive evidence that a member is disabled for the purposes of determining disability status in the retirement system.
- C. Any member who shall suffer accidental permanent and total disability while engaged in the City service shall be retired forthwith and shall not be required to have the minimum number of years of creditable service as required for ordinary disability under SMC 3.05.180(A).
- D. The board shall secure such medical services and advice as it may deem necessary to carry out the purpose of this section and of SMC 3.05.200, and shall pay for such medical services and advice such compensation as the board shall deem reasonable.

Section 17. That SMC 03.05.190 is amended

Section 03.05.190 Allowance on Disability Retirement

- A. Upon retirement for disability (disability retirement) as hereinabove provided, so long as the disability is not due to substance abuse, willful misconduct, or violation of law (of which the board shall be the judge), a member shall receive a disability retirement allowance consisting of:
  - 1. an annuity which shall be the actuarial equivalent of the member's accumulated contributions at the time of retirement; and
  - 2. a pension purchased by the contributions of the City which, together with the annuity provided by the member's accumulated contributions, shall make the disability retirement allowance, equal to one and one-fourth percent (1.25%) of the member's final compensation (defined as appropriate based on ~~whether the member is the~~ the member's eligibility as described in SMC 3.05.025(A), ~~(B) or (C)~~), multiplied by the number of

years of service which would be creditable to the member were the member's services to continue until the member had attained normal retirement age (i.e. age 62 for members described in SMC 3.05.025(A) and (B), and age 65 for members described in SMC 3.05.025(C) and (D)); provided, however, the minimum disability retirement allowance shall be two thousand four hundred dollars (\$2,400) per year for duty-related causes, and one thousand two hundred dollars (\$1,200) per year for non-duty-related causes.

- B. If disability is due to substance abuse, willful misconduct or violation of law on the part of the member, the board in its discretion may pay to said member in one lump sum the member's accumulated contributions in lieu of a retirement allowance, and such payment shall constitute full satisfaction of all obligations of the City to such member and, upon receipt of such payment, membership in the retirement system shall cease.
- C. Upon the death of a member while in receipt of a disability retirement allowance, the member's accumulated contributions, as they were at the date of retirement, less any annuity payments, shall be paid to the member's estate, or to such persons as the member shall have nominated by written designation duly executed and filed with the retirement system.

Section 18. That SMC 03.05.210 is amended

Section 03.05.210 Optional Allowance on Retirement

A member may elect to receive, in lieu of the retirement allowance, as provided for in SMC 3.05.160, SMC 3.05.165-~~or~~, SMC 3.05.166 or SMC 3.05.167, its actuarial equivalent in the form of a lesser retirement allowance, payable in accordance with the terms and conditions of one of the options set forth below. Election of any option must be made by written application filed with the retirement system and does not become effective unless approved by the board.

A. Option A.

The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1)-~~or~~, SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount equal to the amount of accumulated contributions as it was at the date of retirement, the balance of such accumulated contributions will be paid in one sum to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.

B. Option B.

The lesser retirement allowance will be payable to the member throughout the member's life, provided that if the member dies before the member receives in annuity payments referred to in SMC 3.05.160(A)(1), SMC 3.05.165(A)(1)-~~or~~, SMC 3.05.166(A)(1) or SMC 3.05.167(A)(1) a total amount

equal to the amount of accumulated contributions as it was at the date of retirement, the said annuity payments resulting from accumulated contributions will be continued and paid to the member's estate or such person as the member shall nominate by written designation duly executed and filed with the retirement system, until the total amount of annuity payments shall equal the amount of accumulated contributions as it was at the date of retirement.

C. Option C.

The member elects a "guaranteed period" of any number of years. If the member dies before the lesser retirement allowance has been paid for the number of years elected as the "guaranteed period," the lesser retirement allowance will be continued to the end of the "guaranteed period," and during such continuation be paid to the member's estate or to such person as the member shall nominate by written designation duly executed and filed with the retirement system.

D. Option D.

The lesser retirement allowance will be payable to the member throughout life and, after the death of the member, one-half of the lesser retirement allowance shall be continued throughout the life of, and paid to, the spouse of the member, named at time of retirement, if surviving.

E. Option E.

The lesser retirement allowance will be payable to the member throughout life, and after death of the member, it shall be continued throughout the life of, and paid to, the spouse of the member named at time of retirement, if surviving.

Once the form of payment in which the member's benefit has become effective (i.e., in either the retirement allowance as provided for in SMC 3.05.160, SMC 3.05.165, SMC 3.05.166 or SMC 3.05.167 or one of the five optional forms of benefit provided for above), the form in which that member's benefit is payable is irrevocable and cannot thereafter be changed at any time or for any reason.

Section 19. That SMC 03.05.260 is amended

Section 03.05.260 Suspension of Allowance During Employment

The payment of any retirement allowance to a member who has been retired will be suspended during the time the member is for any reason an employee of the City and until qualifying for a benefit pursuant to SMC 3.05.165~~or~~, SMC 3.05.166 or SMC 3.05.167, provided that payment for vacation or sick leave earned in the City service prior to retirement may be made without suspension of allowance, and, provided further, that this provision does not apply to retirees who:

- A. become elected officials of the City and do not elect to join the system; or
- B. enter into personal services contracts with the City; or
- C. employees who, subsequent to retirement, are rehired pursuant to the following criteria:

1. The position filled is of a temporary/seasonal nature; and
2. The position is filled only with the approval of the director of human resources or the mayor's office and their bargaining unit; and
3. Employment is limited to nine hundred sixty (960) hours per twelve-month period; and
- ~~4. The human resources office prepares an annual report to the board on the usage of retirees.~~
4. There is a minimum of one pay period between the time an employee retires and is rehired as a temporary/seasonal employee.

Section 20. That SMC 03.05.270 is amended

Section 03.05.270 Preliminary Cost

The ~~city council~~ City Council appropriates annually from the retirement fund the amount it deems necessary for the purpose of paying the expenses of administering the retirement system and the purchase of fiduciary responsibility insurance. The board annually submits to the ~~city council~~ City Council its estimate of the amount necessary to pay such expenses.

Section 21 That SMC 03.05.275 is amended

Section 03.05.275 Portability of Benefits

- A. The board is authorized to contract with the board of administration of the Tacoma employees' retirement system and/or board of administration of the Seattle employees' retirement system (each called a "participating system") for the portability of retirement benefits of employees who are also members of the retirement systems of the cities of Tacoma and Seattle, respectively. The following terms and conditions shall apply in addition to such other requirements as may be established by rule of the board or the agreement with participating systems:
1. The member must be in the active service of a participating system on or after the effective date of the board's agreement for portability; a member retired from any of the three systems on the effective date of the ordinance codified in this chapter is not eligible.
  2. Creditable service may accrue in only one participating system at a time. A member who leaves City employment to enter military service may only receive creditable service for ~~his~~ their military service in one of the participating systems according to its rules.
  3. A member may combine service credit in two or more participating systems for the sole purpose of determining the member's eligibility to receive a service retirement allowance, but the member may not aggregate service credit in two or more retirement systems for the purpose of determining the percentage factor to be used in calculating a service retirement allowance.

4. A member of two or more participating systems who is eligible to retire under any system may elect to retire from all the member's systems and to receive a service retirement allowance. Each participating system shall calculate the allowance using its own criteria except that the member shall be allowed to use the member's base salary from any participating system as the compensation used in calculating the allowance. "Base salary" means the salary or wages used by the participating system during a payroll period for making contributions to the system by its members generally. It includes salary or wages paid for personal services and wages and salary deferred under the provisions of the Internal Revenue Code. It excludes overtime payments (except as to service for the City of Spokane), non-money maintenance compensation and lump-sum payments for deferred annual leave, unused accumulated vacation, unused accumulated annual leave, any form of severance pay, any bonus for voluntary retirement, any other form of leave, or any similar lump-sum payment.
5. The retirement allowances shall be paid separately by each participating system. Post-retirement adjustments, if any, shall be based upon the payments made by each participating system to the member.
6. The total retirement allowances provided through portability of benefits shall not be less than the benefits payable by each participating system were there no portability.
7. A participating system may pay a member of two or more systems a lump sum in lieu of a monthly benefit if the initial monthly benefit would be less than fifty dollars.
8. If a member of two or more participating systems dies in service in any system, the surviving spouse shall receive the same benefit from each system that would have been received if the member were active in the system at the time of ~~his~~ their death based upon service actually established in that system.
9. The terms and conditions of the board's agreement with the board of a participating system both establishes and limits the portability of benefits provided. The board's agreements may be amended from time to time or supplemented by an agreement with the State of Washington for portability with state retirement systems. If the board amends its agreement with the board of a participating system or makes modifications to provide portability with state systems, the rights, terms and conditions for portability are subject to amendment or abolition at any time before a member retires.
10. A member who:
  - a. earned retirement credit for service in a participating system,
  - b. withdrew ~~his~~ their contributions from that system,
  - c. lost service credit by making the withdrawal, and
  - d. is now an active member of another participating system may restore ~~his or her~~ their prior service credit in the participating system of ~~his or her~~ their former municipal employer by

redepositing an amount determined by the system board within one year after January 1, 1991. Any individual hired after January 1, 1992, shall be provided with a one-year period under portability to repay contributions. This does not extend the time period for those individuals in the system who have not taken advantage of the one-year "windowed" period from January 1, 1991, to December 31, 1991. The amount shall be measured by the accumulated contributions withdrawn, plus compound regular interest which would have accumulated on the withdrawn contributions from the date of withdrawal until the date of his redeposit.

- B. As authorized by RCW 41.54.061 the City irrevocably elects to participate in the portability of public retirement systems as contemplated by chapter 41.54 RCW, and to pay for the additional cost it may incur as a result of the benefits provided. The eligibility of members for the portability of public retirement systems, the benefits available thereunder, the limitations (including RCW 41.54.080), and the procedures shall be as set out in chapter 41.54 RCW.
- ~~C. The benefit formula in shall also apply prospectively to for any member who was covered by the an earlier benefit formula in, and takes a withdrawal of his their accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and who is subsequently rehired on or after January 1, 2009, will have benefits determined based on their participation date, regardless of whether the member restores his their prior service under the prior benefit formula pursuant to portability rights under this SMC 3.05.275. Additionally, the benefit formula in SMC 3.05.166 shall also apply prospectively to any member who was covered by the benefit formula in SMC 3.05.160 or SMC 3.05.165, takes a withdrawal of his accumulated contributions after termination pursuant to SMC 3.05.120(A) or (B), and is rehired on or after January 1, 2015, regardless of whether the member restores his prior service under the prior benefit formula pursuant to portability rights under this SMC 3.05.275.~~

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

---

Mayor

---

Date

---

Effective Date



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

12/18/2017

Date Rec'd

12/6/2017

Clerk's File #

OPR 2017-0870

Renews #

Submitting Dept

PLANNING

Cross Ref #

Contact Name/Phone

MELISSA OWEN 625-6063

Project #

Contact E-Mail

MOWEN@SPOKANECITY.ORG

Bid #

Agenda Item Type

Report Item

Requisition #

Agenda Item Name

0650 - 2018 EAST SPRAGUE PBIA MANAGEMENT PLAN

Agenda Wording

2018 East Sprague Parking and Business Improvement Area (PBIA) Management Plan

Summary (Background)

The 2018 Management Plan serves as a roadmap for the East Sprague PBIA for 2018. The Plan provides an overview of the PBIA and describes program elements and operations to be provided by the East Spokane Business Association as the PBIA management entity. In addition to providing an overview of the objectives and actions, it discusses the resource requirements and budget for 2018. \*\*Please note that the management plan will be filed separately at a later date.\*\*

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

KEY, LISA

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

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darrell@boydwalker.com

sbishop@spokanecity.org

A photograph of a city street scene. In the foreground, there is a sidewalk with a young tree and some greenery with yellow flowers. The sidewalk leads into the distance, lined with trees and streetlights. Buildings are visible in the background under a clear blue sky.

East Sprague Parking and Business Improvement Area (PBIA)

# 2018 Management Plan

Prepared by the East Spokane Business Association (ESBA)

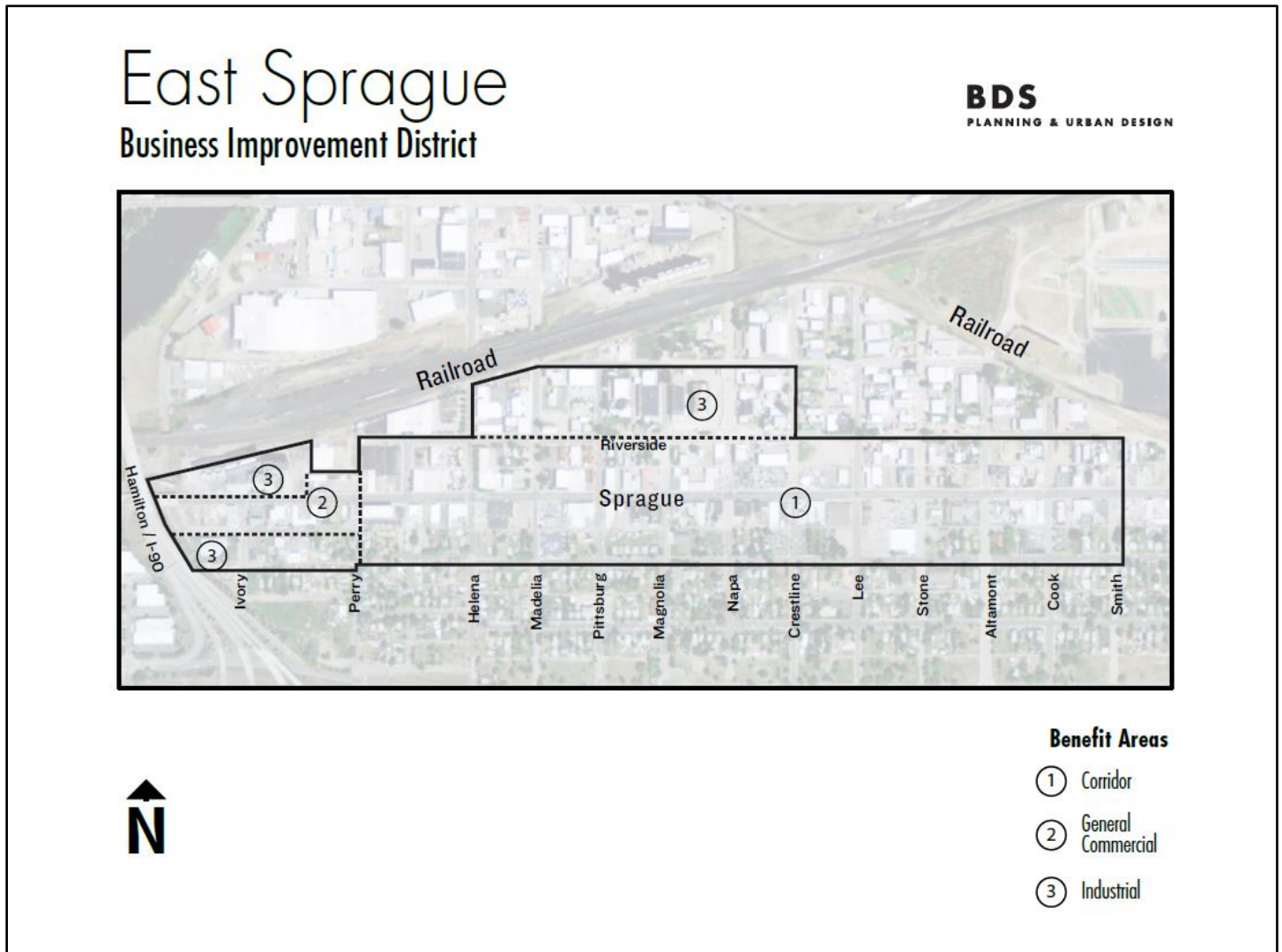
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## Administration

### The East Sprague Parking and Business Improvement Area (PBIA)

The Spokane City Council Created the East Sprague Parking and Business Improvement Area (PBIA) in April, 2016. This PBIA is authorized by Washington State law to aid general economic development and neighborhood revitalization as well as Spokane Municipal Code SMC Chapter 4.31C.

The East Sprague BID includes 277 parcels in three benefit zones as represented in the map below.



The PBIA programs of clean and green, safety and security, marketing and branding, and neighborhood beautification are critical to revitalization of the East Sprague business corridor and surrounding area. The PBIA encourages investment by providing the revenue and influence to keep the district streets clean, safe, attractive and economically vibrant.

PBIA ratepayers have shown strong support for these BID programs with 90% of potential revenue collected in 2016. Collection of 2017 assessments reached 78% by June, 2017. The PBIA assessments will continue to enhance the new streetscape and surrounding area. The East Sprague PBIA Ratepayer Advisory Board and ESBA are sensitive to the needs of its varied ratepayers and will be careful to select expansion or retraction of services to meet the changing demands of an East Sprague business corridor that is undergoing revitalization.



## **East Sprague PBIA Ratepayer Advisory Board**

The Ratepayer Advisory Board represents the interests of Ratepayers by establishing operating procedures, developing budgets recommendations, advising the City regarding assessments, monitoring service delivery and planning for the future of the PBIA in an advisory capacity. The Ratepayer advisory board also reviews all assessment issues and recommends appropriate resolution.

The PBIA Ratepayer Advisory Board and ESBA meet monthly at a minimum to discuss budget, management, and program delivery issues on behalf of the PBIA ratepayers.

Advisory Board positions are designated by zone (1-3) to ensure that the PBIA's interests are well represented.

## **East Spokane Business Association (ESBA)**

The East Spokane Business Association (ESBA) is a 501 (c) 6 Private Non-profit Membership Organization.

ESBA is hired by the City of Spokane to administer the East Sprague PBIA. Under this agreement, ESBA oversees the implementation of enhanced public services within the PBIA. Based upon recommendations from the East Sprague PBIA Ratepayer Advisory Board, The ESBA Board of Directors develops an annual management plan and budget and implements day-to-day delivery of PBIA's program and service elements.

ESBA is an all-volunteer organization. The Board of Directors provides administration and management of the East Sprague PBIA program elements on behalf of the area ratepayers at no cost to the PBIA.

### **ESBA Board of Directors 2018**

Darryl Reber, President

LaVerne Biel, Vice President

Jim Hanley, Secretary

Larry Stone, Treasurer

Tara Brown, Immediate Past President

### **Parking and Business Improvement Area (PBIA)**

The East Sprague PBIA is the funding mechanism for enhanced services (Authorized by Washington RCW 35.87A and Spokane SMC Chapter 4.31C)

### **PBIA Ratepayer Advisory Board**

The PBIA Ratepayer Advisory Board advises, recommends, and monitors the PBIA budget and services.



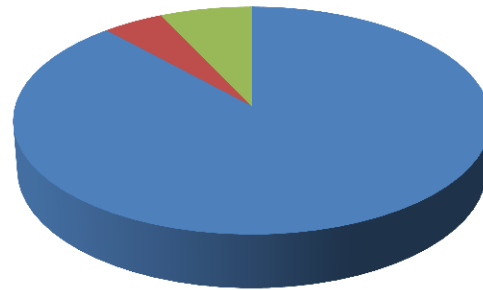
## 2018 Budget Income Summary

Corridor	\$51,621.16
General Commercial	\$2,720.87
Industrial	\$4,137.16

The BID is funded solely from annual special assessments paid by ratepayers within the East Sprague PBIA. Revenues are generated based on tax assessed property value and lot square footage as outlined in special assessment matrix below.

## POTENTIAL REVENUE

INCOME BY ZONE



Corridor General Commercial Industrial

East Sprague PBIA: Special Assessment Matrix

Benefit Areas	Rate Burden	Adjusted Rate Per LSF	Adjusted Rate Per \$1000 TAV	Minimum	Maximum
Corridor	100%	\$ 0.0250	\$ 0.60	\$ 200	\$ 1,000
General Commercial	50%	\$ 0.0125	\$ 0.30	\$ 100	\$ 500
Industrial	25%	\$ 0.0063	\$ 0.15	\$ 50	\$ 250

Annual Revenue has remained relatively static since the BID was formed in 2016; however, an increase in revenue may be realized in 2019 due to increased property values and an increase to the lot square foot rate based on the change in the consumer price index since the first assessment year. The graphics below describe annual adjustments as well as the adjustment that is made every third year to the base rate for lot square foot.

### Accounting for Inflation & Buying Power



### Accounting for Inflation & Buying Power

Benefit Area	Min	Max	Rate per LSF	Rate per \$1,000 TAV
Zone 1	\$200	\$1,000	2.5 cents	60 cents
Zone 2	\$100	\$500	1.3 cents	30 cents
Zone 3	\$50	\$250	.6 cents	15 cents



Year Four - 2019  
Updated Data From  
County Assessor

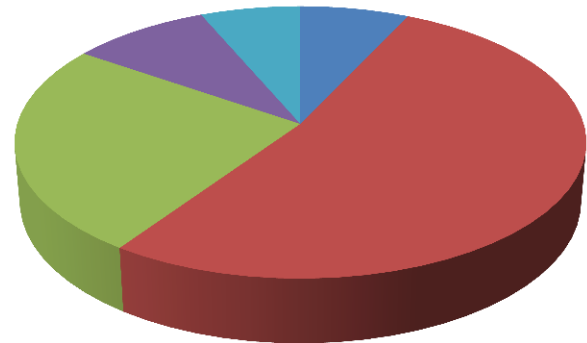
TAV Rate Stays the Same

LSF Rate changes by  
% change in CPI since  
First assessment year

## Expense Summary

Administration	7%
Clean and Green	53%
District Beautification	25%
Marking and Branding	9%
Contingency Reserve	6%

**2018 EXPENSES**  
EXPENSE BY SERVICE CATEGORY



■ admin  
■ clean and green  
■ district beautification  
■ marketing and branding  
■ contingency reserve

BIA program elements focus on key services that make the district an attractive location for businesses, visitors, shoppers and residents alike.

A draft budget is produced by the ratepayer advisory board in coordination with ESBA

leadership. The East Sprague PBIA Ratepayer Advisory Board recommends an annual budget for how revenue should be spent. As the management entity responsible for implementation of the PBIA programs and services, annual budget recommendations are then reviewed and formally approved by the East Spokane Business Association Board of Directors prior to submission to the Spokane City Council for approval.

### Some upcoming projects to be implemented in early 2018 are:

- Development of an East Sprague PBIA website.
- Implementation of a regular social media presence.
- Ratepayer Communications.
- Benefit Zone 1 investment plan (\$12,000 allocated for improvements to Benefit Zone 1 outside of the concentrated improvement area. ESBA leadership and the Ratepayer Advisory Board will work with Benefit Zone 1 Businesses to identify desired amenities including, but not limited to plantings, trash cans, bike racks, district signage, etc.
- Continued Clean & Green efforts with garbage pick-up and graffiti abatement.
- 100+ Hanging Flower Baskets.
- Research regarding snow removal & sidewalk sweeping equipment (\$10,000 reserve for equipment purchases.
- A snow removal plan for Benefit Zone 1 with a focus on maintaining access for pedestrian traffic along sidewalks.



## East Sprague PBIA at Work

Early Successes (as presented at the 2017 Annual Ratepayer meeting, July 2017)

### Clean and Green

**Program Kick-off:** November 2016

**Frequency:** Weekly; Bi-weekly

**Results:**

- 3 tons of trash removed in November and December, 2016
- Snow removal from storm drains
- Nearly 3 tons of trash collected this year.

### Clean and Green

Fifty (50) hanging Flower Baskets were ordered for Phase I of the East Sprague Construction Project.

### Safety and Security

**Program:** Graffiti Abatement

**Program Kick-off:** May 2017

**Early Results:**

- Draft Program Policies developed
- Graffiti abatement request form created
- 2 buildings abated of graffiti

### Marketing and Promotions

Creative Construction Signage was produced

### Marketing and Promotions

**Program:** "Let Your Voice Be Heard" district naming campaign.

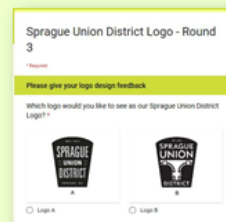
**Program Kick-off:** February, 2017

**Results:**

- A district name was selected based on a majority vote
- Logo Development followed
- *Drum Roll Please.....*

### Sprague Union District

After collecting feedback, the final logo design was unveiled at Art on the Ave.





**2018 President** - Darryl Reber [jerrsprague@gmail.com](mailto:jerrsprague@gmail.com)

**2018 Immediate Past President** – Tara Brown [tara.brown1@usbank.com](mailto:tara.brown1@usbank.com)

**ESBA Contact information:**

<http://esbiz.org/>

East Spokane Business Association

PO BOX 4132

Spokane, WA 99220



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

12/11/2017

Date Rec'd

11/28/2017

Clerk's File #

ORD C35569

Renews #

Submitting Dept

PLANNING

Cross Ref #

Contact Name/Phone

MELISSA OWEN 625-6063

Project #

Contact E-Mail

MOWEN@SPOKANECITY.ORG

Bid #

Agenda Item Type

First Reading Ordinance

Requisition #

Agenda Item Name

0650 - EAST SPRAGUE PBIA ORDINANCE

Agenda Wording

An Ordinance approving and confirming the 2018 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

Summary (Background)

The City Council approved Resolution No. 2017-0095 which gave notice that the City Council would hold a public hearing on the 2018 Assessment Roll for the East Sprague Parking & Business Improvement Area (PBIA). The Assessment Roll reflecting the assessments levied upon property owners located with the PBIA are on file in the Office of the City Clerk.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

KEY, LISA

Study SessionDivision Director

MALLAHAN, JONATHAN

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deannah@primesourcecu.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

These assessments provide funding for the programs to be delivered through the PBIA under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
<u>Distribution List</u>		
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laverne@accessunified.net		
ierr811@omnicast.net		

ORDINANCE NO. C35569

AN ORDINANCE APPROVING AND CONFIRMING THE 2018 ASSESSMENTS AND ASSESSMENT ROLL FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-35377 AS CODIFIED AND AMENDED IN CHAPTER 4.31C SMC.

WHEREAS, the Spokane City Council on November 13, 2017 passed Resolution 2017-0095, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2017-0095, a public hearing was held on December 18, 2017 to take public testimony regarding the assessments and assessment roll for the East Sprague Parking and Business Improvement Area; and

WHEREAS, the assessment rolls have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the East Sprague Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2018 assessments and the assessment roll of the East Sprague Parking and Business Improvement Area, established under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk, City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-35377, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Exhibit A.

Section 3. Pursuant to SMC 4.31C.100, the projects, programs, activities and budget for the 2018 East Sprague Parking and Business Improvement Area as presented to the City Council ~~in Exhibit B~~ are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment rolls to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31<sup>st</sup> day of January, 2018, and the second half of the assessment due and payable on the 31<sup>st</sup> day of July, 2018. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

EXHIBIT A – 2018

EAST SPRAGUE  
BUSINESS IMPROVEMENT DISTRICT  
Special Assessment Matrix

Estimated Annual Revenue	% Assessment based on Land Square Footage (LSF)		% Assessment based on Taxable Assessed Value (TAV)	Total Parcels
<b>\$58,679.19</b>	75%		25%	227
Benefit Area by Zone	Minimums	Maximums	Rate per LSF	Rate per \$1,000 TAV
Center and Corridor (Commercial)	\$200	\$1,000	2.5 cents	60 cents
General Commercial	\$100	\$500	1.3 cents	30 cents
Industrial	\$50	\$250	0.6 cents	15 cents

2018 Represents the third year in the three year assessment cycle. As per section 4.31C.040.C.1.a. of the Spokane Municipal Code for the third assessment year (2018), the assessments will equal the first year assessments multiplied by a consumer price index (CPI) Factor that is the lesser of 6% or the percentage change in CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2017.

The CPI for All Urban Consumers (CPI-U): West Region between June 2015 and June 2017 was 4.15% and therefore assessments were increased by 4.15% for 2018 assessment year.

East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
SPOKANE MENTAL HEALTH ASSOC		3	64033.20	\$ 1,562,290.00	\$ 2,321.91	4.0%
2118 E SPRAGUE AVE	11237	1	21344.40	\$ 1,137,800.00	\$ 1,000.00	1.7%
2100 E SPRAGUE AVE	11238	1	21344.40	\$ 371,240.00	\$ 756.35	1.3%
2117 E 1ST AVE	11236	1	21344.40	\$ 53,250.00	\$ 565.56	1.0%
BFS RETAIL & COMMERCIAL OPERATIONS, LLC		3	47480.40	\$ 798,350.00	\$ 1,660.80	2.8%
25 N HOGAN ST	11035	1	28314.00	\$ 539,500.00	\$ 1,000.00	1.7%
1402 E RIVERSIDE AVE	11014	1	9147.60	\$ 210,000.00	\$ 369.41	0.6%
0 ADDRESS UNKNOWN	11012	1	10018.80	\$ 48,850.00	\$ 291.39	0.5%
INLAND NORTHWEST INVESTMENTS, LLC		3	43995.60	\$ 783,360.00	\$ 1,612.12	2.7%
2018 E RIVERSIDE AVE	11025	1	25700.40	\$ 617,920.00	\$ 1,000.00	1.7%
2503 E SPRAGUE AVE	11017	1	12196.80	\$ 151,300.00	\$ 412.12	0.7%
2008 E RIVERSIDE AVE	11041	1	6098.40	\$ 14,140.00	\$ 200.00	0.3%
RLC GROUP, INC		3	41817.60	\$ 604,480.00	\$ 1,417.33	2.4%
2410 E SPRAGUE AVE	11192	1	28314.00	\$ 532,200.00	\$ 1,000.00	1.7%
5 S ALTAMONT ST	11202	1	7405.20	\$ 39,230.00	\$ 217.33	0.4%
11 S ALTAMONT ST	11191	1	6098.40	\$ 33,050.00	\$ 200.00	0.3%
CITY OF SPOKANE		7	36154.80	\$ 81,000.00	\$ 1,400.00	2.4%
19 N LEE ST	11011	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2118 E RIVERSIDE AVE	11009	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2110 E RIVERSIDE AVE	11008	1	3920.40	\$ 9,000.00	\$ 200.00	0.3%
2102 E RIVERSIDE AVE	11033	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2124 E RIVERSIDE AVE	11010	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2106 E RIVERSIDE AVE	11048	1	3920.40	\$ 9,000.00	\$ 200.00	0.3%
2108 E RIVERSIDE AVE	11034	1	3920.40	\$ 9,000.00	\$ 200.00	0.3%



East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
CLS COMMERCIAL, LLC		6	37461.60	\$ 492,540.00	\$ 1,358.01	2.3%
1528 E SPRAGUE AVE	11182	1	6969.60	\$ 138,510.00	\$ 268.03	0.5%
1514 E SPRAGUE AVE	11179	1	6098.40	\$ 156,450.00	\$ 256.55	0.4%
1522 E SPRAGUE AVE	11181	1	6098.40	\$ 119,450.00	\$ 233.43	0.4%
1521 E 1ST AVE	11205	1	6098.40	\$ 15,630.00	\$ 200.00	0.3%
0 ADDRESS UNKNOWN	11214	1	6098.40	\$ 31,250.00	\$ 200.00	0.3%
1518 E SPRAGUE AVE	11180	1	6098.40	\$ 31,250.00	\$ 200.00	0.3%
GILLES FAMILY TRUST		5	27878.40	\$ 431,000.00	\$ 1,160.25	2.0%
1818 E SPRAGUE AVE	11176	1	6969.60	\$ 147,300.00	\$ 273.52	0.5%
1822 E SPRAGUE AVE	11177	1	6969.60	\$ 132,900.00	\$ 264.52	0.5%
1812 E SPRAGUE AVE	11175	1	6969.60	\$ 65,200.00	\$ 222.21	0.4%
1806 E SPRAGUE AVE	11208	1	3484.80	\$ 41,350.00	\$ 200.00	0.3%
1810 E SPRAGUE AVE	11174	1	3484.80	\$ 44,250.00	\$ 200.00	0.3%
CAST-A, LLC		2	35719.20	\$ 334,000.00	\$ 1,138.76	1.9%
24 N STONE ST	11081	1	17859.60	\$ 244,000.00	\$ 617.49	1.1%
2329 E SPRAGUE AVE	11005	1	17859.60	\$ 90,000.00	\$ 521.26	0.9%
ROSS PRINTING CO		1	52707.60	\$ 1,540,690.00	\$ 1,000.00	1.7%
1611 E SPRAGUE AVE	11161	1	52707.60	\$ 1,540,690.00	\$ 1,000.00	1.7%
OLD NAT BANK		1	28314.00	\$ 852,800.00	\$ 1,000.00	1.7%
2302 E SPRAGUE AVE	11190	1	28314.00	\$ 852,800.00	\$ 1,000.00	1.7%
DULLANTY ETAL, VIRGINIA		1	42688.80	\$ 743,700.00	\$ 1,000.00	1.7%
1602 E SPRAGUE AVE	11059	1	42688.80	\$ 743,700.00	\$ 1,000.00	1.7%
ROGERS REVOCABLE TRUST		5	24393.60	\$ 184,500.00	\$ 1,000.00	1.7%
1812 E RIVERSIDE AVE	11158	1	6098.40	\$ 57,300.00	\$ 200.00	0.3%
16 N PITTSBURG ST	11146	1	2178.00	\$ 25,960.00	\$ 200.00	0.3%
1818 E RIVERSIDE AVE	11166	1	6098.40	\$ 14,200.00	\$ 200.00	0.3%
1802 E RIVERSIDE AVE	11157	1	3920.40	\$ 73,240.00	\$ 200.00	0.3%
1808 E RIVERSIDE AVE	11165	1	6098.40	\$ 13,800.00	\$ 200.00	0.3%
VANESSA BEHAN CRISIS NURSERY		1	71002.80	\$ 447,800.00	\$ 1,000.00	1.7%
2230 E SPRAGUE AVE	11082	1	71002.80	\$ 447,800.00	\$ 1,000.00	1.7%

East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
TORMINO'S SASH & GLASS, INC.		3	28314.00	\$ 274,900.00	\$ 923.07	1.6%
1722 E SPRAGUE AVE	11067	1	14374.80	\$ 238,100.00	\$ 523.07	0.9%
1729 E 1ST AVE	11071	1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
1723 E 1ST AVE	11052	1	6969.60	\$ 19,050.00	\$ 200.00	0.3%
LASAC INVESTMENTS, LLC		2	18295.20	\$ 599,800.00	\$ 880.52	1.5%
1507 E SPRAGUE AVE	11153	1	12196.80	\$ 580,800.00	\$ 680.52	1.2%
1508 E RIVERSIDE AVE	11134	1	6098.40	\$ 19,000.00	\$ 200.00	0.3%
RIVERSIDE DEVELOPMENT LLC		2	25264.80	\$ 267,000.00	\$ 824.68	1.4%
1712 E RIVERSIDE AVE	11164	1	12632.40	\$ 136,400.00	\$ 414.15	0.7%
1722 E RIVERSIDE AVE	11155	1	12632.40	\$ 130,600.00	\$ 410.53	0.7%
INLAND EMPIRE RESIDENTIAL RESOURCES		1	31363.20	\$ 100.00	\$ 816.68	1.4%
0 .UNKNOWN	11215	1	31363.20	\$ 100.00	\$ 816.68	1.4%
CITY OF SPOKANE C/O Suzi Scheiddegger, Community Development		4	24393.60	\$ 68,600.00	\$ 800.00	1.4%
2504 E RIVERSIDE AVE	11042	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2418 E RIVERSIDE AVE	11045	1	6098.40	\$ 28,100.00	\$ 200.00	0.3%
2408 E RIVERSIDE AVE	11044	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
2410 E RIVERSIDE AVE	11030	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
RLC GROUP, LLC		3	28314.00	\$ 86,800.00	\$ 799.97	1.4%
2501 E 1ST AVE	11170	1	14374.80	\$ 41,100.00	\$ 399.97	0.7%
2421 E 1ST AVE	11187	1	6969.60	\$ 22,850.00	\$ 200.00	0.3%
2429 E 1ST AVE	11201	1	6969.60	\$ 22,850.00	\$ 200.00	0.3%
CITY OF SPOKANE C/O Kim Orlob, Fire		2	21344.40	\$ 364,650.00	\$ 789.56	1.3%
1903 E 1ST AVE	11066	1	14374.80	\$ 344,500.00	\$ 589.56	1.0%
1913 E 1ST AVE	11072	1	6969.60	\$ 20,150.00	\$ 200.00	0.3%

East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
P & J PROPERTIES, L.L.C.		5	27007.20	\$ 866,760.00	\$ 763.64	1.3%
1202 E SPRAGUE AVE	11086	1	11325.60	\$ 507,400.00	\$ 305.98	0.5%
1214 E SPRAGUE AVE	11083	1	5227.20	\$ 286,780.00	\$ 157.66	0.3%
1220 E SPRAGUE AVE	11088	1	2613.60	\$ 13,440.00	\$ 100.00	0.2%
1226 E SPRAGUE AVE	11084	1	5227.20	\$ 45,700.00	\$ 100.00	0.2%
1218 E SPRAGUE AVE	11089	1	2613.60	\$ 13,440.00	\$ 100.00	0.2%
WANG LIVING TRUST		3	18295.20	\$ 363,780.00	\$ 757.12	1.3%
2401 E SPRAGUE AVE	11043	1	6098.40	\$ 317,380.00	\$ 357.12	0.6%
2407 E SPRAGUE AVE	11028	1	6098.40	\$ 31,100.00	\$ 200.00	0.3%
20 N ALTAMONT ST	11029	1	6098.40	\$ 15,300.00	\$ 200.00	0.3%
FROELICH JR, WALTER A & AUTUMN G		2	19602.00	\$ 342,100.00	\$ 724.17	1.2%
2003 E SPRAGUE AVE	11141	1	12196.80	\$ 131,400.00	\$ 399.69	0.7%
20 N NAPA ST	11159	1	7405.20	\$ 210,700.00	\$ 324.48	0.6%
D & R SCHWARTZ HOLDINGS, LLC		2	14374.80	\$ 312,930.00	\$ 709.86	1.2%
1821 E SPRAGUE AVE	11145	1	12196.80	\$ 307,700.00	\$ 509.86	0.9%
15 N MAGNOLIA ST	11147	1	2178.00	\$ 5,230.00	\$ 200.00	0.3%
GREEN TURTLE INVESTMENTS, LLC		3	18295.20	\$ 289,900.00	\$ 701.20	1.2%
0 ADDRESS UNKNOWN	11151	1	6098.40	\$ 227,900.00	\$ 301.20	0.5%
2217 E SPRAGUE AVE	11169	1	6098.40	\$ 30,000.00	\$ 200.00	0.3%
2213 E SPRAGUE AVE	11152	1	6098.40	\$ 32,000.00	\$ 200.00	0.3%
CUSTOM 1031, INC		2	21344.40	\$ 222,300.00	\$ 694.67	1.2%
2516 E SPRAGUE AVE	122246192	2	21344.40	\$ 222,300.00	\$ 694.67	1.2%
S & M HOLDINGS-SPRAGUE, LLC		3	12196.80	\$ 186,090.00	\$ 689.52	1.2%
1802 E SPRAGUE AVE	11213	1	6969.60	\$ 172,900.00	\$ 289.52	0.5%
19 S PITTSBURG ST	11065	1	2178.00	\$ 5,610.00	\$ 200.00	0.3%
1801 E 1ST AVE	11058	1	3049.20	\$ 7,580.00	\$ 200.00	0.3%
MINOR, W E & N G		1	17859.60	\$ 315,400.00	\$ 662.11	1.1%
2125 E SPRAGUE AVE	11047	1	17859.60	\$ 315,400.00	\$ 662.11	1.1%
KEYSTONE UNLIMITED		1	14374.80	\$ 452,200.00	\$ 656.86	1.1%
2021 E 1ST AVE	11206	1	14374.80	\$ 452,200.00	\$ 656.86	1.1%

East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
BARDEN, JEFFREY V		3	18295.20	\$ 193,300.00	\$ 648.15	1.1%
1517 E SPRAGUE AVE	11020	1	6098.40	\$ 143,000.00	\$ 248.15	0.4%
1524 E RIVERSIDE AVE	11037	1	6098.40	\$ 36,800.00	\$ 200.00	0.3%
1520 E RIVERSIDE AVE	11021	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
NAEGELI ENTERPRISES, LLC		1	14374.80	\$ 427,300.00	\$ 641.30	1.1%
25 S ALTAMONT ST	11055	1	14374.80	\$ 427,300.00	\$ 641.30	1.1%
HANLEY, JAMES L & SUSAN		2	13068.00	\$ 472,900.00	\$ 635.77	1.1%
1715 E SPRAGUE AVE	11154	1	6534.00	\$ 330,000.00	\$ 376.35	0.6%
1727 E SPRAGUE AVE	11136	1	6534.00	\$ 142,900.00	\$ 259.43	0.4%
HALL, DANA H		1	17859.60	\$ 180,200.00	\$ 577.63	1.0%
2101 E SPRAGUE AVE	11032	1	17859.60	\$ 180,200.00	\$ 577.63	1.0%
LKB PROPERTIES LLC		2	13939.20	\$ 323,250.00	\$ 572.38	1.0%
2202 E SPRAGUE AVE	11200	1	6969.60	\$ 305,500.00	\$ 372.38	0.6%
2203 E 1ST AVE	11199	1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
MCNAIRY, JERRY LEWIS		1	12196.80	\$ 390,200.00	\$ 561.41	1.0%
2223 E SPRAGUE AVE	11031	1	12196.80	\$ 390,200.00	\$ 561.41	1.0%
SAMCA, LLC		2	31798.80	\$ 461,800.00	\$ 558.27	1.0%
1118 E SPRAGUE AVE	11220	1	14374.80	\$ 379,560.00	\$ 305.74	0.5%
1107 E 1ST AVE	11223	1	17424.00	\$ 82,240.00	\$ 252.53	0.4%
CHIU, VAN QING/CHIU, PHONG		1	14374.80	\$ 202,000.00	\$ 500.51	0.9%
2022 E SPRAGUE AVE	11129	1	14374.80	\$ 202,000.00	\$ 500.51	0.9%
RIVERSIDE PARTNERS GROUP LLC		2	12196.80	\$ 225,600.00	\$ 491.33	0.8%
2214 E RIVERSIDE AVE	11160	1	6098.40	\$ 212,100.00	\$ 291.33	0.5%
2220 E RIVERSIDE AVE	11143	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
KINCAID, RONALD R & BRIANA C		2	13939.20	\$ 184,800.00	\$ 478.42	0.8%
2502 E SPRAGUE AVE	11203	1	6969.60	\$ 149,300.00	\$ 274.77	0.5%
2508 E SPRAGUE AVE	11193	1	6969.60	\$ 35,500.00	\$ 203.65	0.3%

East Sprague PBI A - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
WOODHEAD REVOCABLE TRUST, JOHN & GLORIA		2	13939.20	\$ 169,650.00	\$ 476.39	0.8%
2512 E SPRAGUE AVE	11204	1	6969.60	\$ 151,900.00	\$ 276.39	0.5%
2511 E 1ST AVE	11171	1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
SMITH, DARRELL W & KATHERINE		2	13939.20	\$ 180,700.00	\$ 475.86	0.8%
1916 E SPRAGUE AVE	11196	1	6969.60	\$ 129,700.00	\$ 262.52	0.4%
1924 E SPRAGUE AVE	11197	1	6969.60	\$ 51,000.00	\$ 213.34	0.4%
SDS 9TEEN SPRAGUE DEVELOPMENT LLC		2	12196.80	\$ 210,000.00	\$ 463.65	0.8%
1919 E SPRAGUE AVE	11040	1	6098.40	\$ 167,800.00	\$ 263.65	0.4%
0 ADDRESS UNKNOWN	11024	1	6098.40	\$ 42,200.00	\$ 200.00	0.3%
TYSON, GERALD R & PORNSUVAN		1	12196.80	\$ 227,300.00	\$ 459.61	0.8%
1801 E SPRAGUE AVE	11038	1	12196.80	\$ 227,300.00	\$ 459.61	0.8%
ROBERT & GEORGIA I TOMBARI LLC		2	12196.80	\$ 212,200.00	\$ 450.18	0.8%
2226 E RIVERSIDE AVE	11007	1	6098.40	\$ 114,800.00	\$ 230.53	0.4%
2224 E RIVERSIDE AVE	11006	1	6098.40	\$ 97,400.00	\$ 219.65	0.4%
OVERHAUSER, DAN & BRENDA K		2	10454.40	\$ 160,350.00	\$ 448.77	0.8%
2002 E SPRAGUE AVE	11063	1	6969.60	\$ 107,700.00	\$ 248.77	0.4%
1914 E SPRAGUE AVE	11062	1	3484.80	\$ 52,650.00	\$ 200.00	0.3%
RANTZOW, CARL O & ROSALIE		2	12196.80	\$ 126,000.00	\$ 429.09	0.7%
1910 E RIVERSIDE AVE	11167	1	6098.40	\$ 112,500.00	\$ 229.09	0.4%
1912 E RIVERSIDE AVE	11148	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
CCRC, LLC		1	12196.80	\$ 174,100.00	\$ 426.37	0.7%
1901 E SPRAGUE AVE	11139	1	12196.80	\$ 174,100.00	\$ 426.37	0.7%
VAN BELLE, LOUIS		2	12196.80	\$ 134,400.00	\$ 424.59	0.7%
13 N CRESTLINE ST	11002	1	6098.40	\$ 105,300.00	\$ 224.59	0.4%
2027 E SPRAGUE AVE	11001	1	6098.40	\$ 29,100.00	\$ 200.00	0.3%
MAGERS, EDWIN P & NICOLE L		1	12196.80	\$ 170,300.00	\$ 423.99	0.7%
1911 E SPRAGUE AVE	11140	1	12196.80	\$ 170,300.00	\$ 423.99	0.7%
OLD NAT BANK WASH		1	14374.80	\$ 77,510.00	\$ 422.72	0.7%
2320 E SPRAGUE AVE	11186	1	14374.80	\$ 77,510.00	\$ 422.72	0.7%

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	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
BOYD-WALKER SEWING MACHINE CO		2	6969.60	\$ 183,700.00	\$ 420.09	0.7%
1926 E SPRAGUE AVE	11198	1	4356.00	\$ 170,700.00	\$ 220.09	0.4%
14 S NAPA ST	11211	1	2613.60	\$ 13,000.00	\$ 200.00	0.3%
SPRAGUE E 2515, LLC		1	12196.80	\$ 140,800.00	\$ 405.56	0.7%
2515 E SPRAGUE AVE	11026	1	12196.80	\$ 140,800.00	\$ 405.56	0.7%
CHIU, VAN		2	12196.80	\$ 72,400.00	\$ 400.00	0.7%
2417 E SPRAGUE AVE	11126	1	6098.40	\$ 30,000.00	\$ 200.00	0.3%
2411 E SPRAGUE AVE	11125	1	6098.40	\$ 42,400.00	\$ 200.00	0.3%
PIERRE, JESSICA		2	10018.80	\$ 34,550.00	\$ 400.00	0.7%
1617 E 1ST AVE	11064	1	3049.20	\$ 7,100.00	\$ 200.00	0.3%
1611 E 1ST AVE	11070	1	6969.60	\$ 27,450.00	\$ 200.00	0.3%
ALVAREZ, RAINBOW JADE & SKYE BERGHAN-		2	10018.80	\$ 96,780.00	\$ 400.00	0.7%
1504 E SPRAGUE AVE	11080	1	3920.40	\$ 74,550.00	\$ 200.00	0.3%
1501 E 1ST AVE	11076	1	6098.40	\$ 22,230.00	\$ 200.00	0.3%
ANDERSON, MARK T & STEFFANIE		2	6098.40	\$ 174,400.00	\$ 400.00	0.7%
21 N NAPA ST	11016	1	3484.80	\$ 167,150.00	\$ 200.00	0.3%
15 N NAPA ST	11039	1	2613.60	\$ 7,250.00	\$ 200.00	0.3%
BURYA, JOHN		1	12196.80	\$ 112,400.00	\$ 387.81	0.7%
2204 E RIVERSIDE AVE	11046	1	12196.80	\$ 112,400.00	\$ 387.81	0.7%
Orcutt, James & Jodie		1	12196.80	\$ 108,400.00	\$ 385.31	0.7%
1521 E SPRAGUE AVE	11000	1	12196.80	\$ 108,400.00	\$ 385.31	0.7%
SPOKANE AUTO ELECTRIC/BATTERY		1	9147.60	\$ 218,900.00	\$ 374.97	0.6%
1407 E SPRAGUE AVE	11013	1	9147.60	\$ 218,900.00	\$ 374.97	0.6%
MCLAUGHLIN, J D		3	71438.40	\$ 791,220.00	\$ 367.93	0.6%
122 N HELENA ST	11130	1	57063.60	\$ 699,910.00	\$ 250.00	0.4%
129 N MADELIA ST	11113	1	8712.00	\$ 71,830.00	\$ 67.93	0.1%
120 N HELENA ST	11225	1	5662.80	\$ 19,480.00	\$ 50.00	0.1%
FROELICH JR, WALTER & AUTUMN G		1	12196.80	\$ 55,200.00	\$ 352.07	0.6%
2019 E SPRAGUE AVE	11142	1	12196.80	\$ 55,200.00	\$ 352.07	0.6%

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	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
SPRAGUE 1500 LLC		1	8712.00	\$ 190,960.00	\$ 346.17	0.6%
1502 5 E SPRAGUE AVE	11077	1	8712.00	\$ 190,960.00	\$ 346.17	0.6%
SPOKANE TOMORROW, LLC		2	17424.00	\$ 145,000.00	\$ 333.15	0.6%
1325 E SPRAGUE AVE	11218	1	14810.40	\$ 129,100.00	\$ 233.15	0.4%
1327 E SPRAGUE AVE	11219	1	2613.60	\$ 15,900.00	\$ 100.00	0.2%
ACME ELECT SER		1	6534.00	\$ 251,500.00	\$ 327.29	0.6%
1717 E SPRAGUE AVE	11163	1	6534.00	\$ 251,500.00	\$ 327.29	0.6%
UNION GOSPEL MISSION ASSOC OF SPOKANE		1	16117.20	\$ 329,230.00	\$ 312.69	0.5%
1234 E SPRAGUE AVE	11085	1	16117.20	\$ 329,230.00	\$ 312.69	0.5%
RIGG, RICKY A & QIN Z		6	35283.60	\$ 272,760.00	\$ 312.15	0.5%
1723 E RIVERSIDE AVE	11131	1	5662.80	\$ 161,860.00	\$ 62.15	0.1%
114 N MADELIA ST	11118	1	6969.60	\$ 15,980.00	\$ 50.00	0.1%
115 N PITTSBURG ST	11106	1	6534.00	\$ 15,880.00	\$ 50.00	0.1%
108 N MADELIA ST	11116	1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
107 N PITTSBURG ST	11117	1	3049.20	\$ 48,980.00	\$ 50.00	0.1%
113 N PITTSBURG ST	11103	1	6534.00	\$ 15,680.00	\$ 50.00	0.1%
FAKE FROWNS LLC		1	6098.40	\$ 228,800.00	\$ 301.76	0.5%
1511 E SPRAGUE AVE	11036	1	6098.40	\$ 228,800.00	\$ 301.76	0.5%
TEMPLIN-THOMPSON INVESTMENTS LLC		2	51836.40	\$ 802,220.00	\$ 300.00	0.5%
115 N MAGNOLIA ST	11112	1	45302.40	\$ 787,040.00	\$ 250.00	0.4%
130 N PITTSBURG ST	11132	1	6534.00	\$ 15,180.00	\$ 50.00	0.1%
NORTHWEST CLOSERS, LLC		1	6969.60	\$ 176,200.00	\$ 291.58	0.5%
1826 E SPRAGUE AVE	11068	1	6969.60	\$ 176,200.00	\$ 291.58	0.5%
MCLENDON, WILLIAM / RICHARD		1	6098.40	\$ 195,000.00	\$ 280.64	0.5%
1811 E SPRAGUE AVE	11156	1	6098.40	\$ 195,000.00	\$ 280.64	0.5%
BEL AIR MOTEL, LLC		2	12196.80	\$ 326,800.00	\$ 272.78	0.5%
1303 E SPRAGUE AVE	11216	1	7840.80	\$ 226,300.00	\$ 172.78	0.3%
1311 E SPRAGUE AVE	11217	1	4356.00	\$ 100,500.00	\$ 100.00	0.2%

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	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
N M SULLIVAN, LLC		2	15246.00	\$ 231,880.00	\$ 270.93	0.5%
1318 E SPRAGUE AVE	11222	1	10018.80	\$ 51,100.00	\$ 146.40	0.2%
1324 E SPRAGUE AVE	11221	1	5227.20	\$ 180,780.00	\$ 124.54	0.2%
SWANBY, VICTOR S		3	35283.60	\$ 246,000.00	\$ 269.93	0.5%
1220 E 1ST AVE	11119	1	21344.40	\$ 198,400.00	\$ 169.93	0.3%
1302 E 1ST AVE	11120	1	6969.60	\$ 23,000.00	\$ 50.00	0.1%
1208 E 1ST AVE	11122	1	6969.60	\$ 24,600.00	\$ 50.00	0.1%
TRUTH MINISTRIES OF SPOKANE		1	6969.60	\$ 137,700.00	\$ 267.52	0.5%
1910 E SPRAGUE AVE	11069	1	6969.60	\$ 137,700.00	\$ 267.52	0.5%
JOHNSON, MARK & SHARON		1	6969.60	\$ 125,350.00	\$ 259.80	0.4%
1927 E 1ST AVE	11172	1	6969.60	\$ 125,350.00	\$ 259.80	0.4%
PILASTRO LLC		1	6969.60	\$ 122,200.00	\$ 257.83	0.4%
2012 E SPRAGUE AVE	11075	1	6969.60	\$ 122,200.00	\$ 257.83	0.4%
NHUT, HAI HO & DIEM, CHAU BUI		1	6098.40	\$ 155,400.00	\$ 255.90	0.4%
2201 E SPRAGUE AVE	11019	1	6098.40	\$ 155,400.00	\$ 255.90	0.4%
1514, LLC		1	6098.40	\$ 153,100.00	\$ 254.46	0.4%
1514 E RIVERSIDE AVE	11135	1	6098.40	\$ 153,100.00	\$ 254.46	0.4%
ACME TV HOME & OFFICE		1	6534.00	\$ 131,800.00	\$ 252.49	0.4%
1702 E RIVERSIDE AVE	11137	1	6534.00	\$ 131,800.00	\$ 252.49	0.4%
CHRISTIAN HERALD FELLOWSHIP		1	6969.60	\$ 111,400.00	\$ 251.08	0.4%
1906 E SPRAGUE AVE	11073	1	6969.60	\$ 111,400.00	\$ 251.08	0.4%
ADM MILLING CO		1	138956.00	\$ 1,681,780.00	\$ 250.00	0.4%
1211 E SPRAGUE AVE	11233	1	138956.00	\$ 1,681,780.00	\$ 250.00	0.4%
RDO ENTERPRISES LLC		1	34412.40	\$ 727,600.00	\$ 250.00	0.4%
1120 E 1ST AVE	11124	1	34412.40	\$ 727,600.00	\$ 250.00	0.4%
SCHOOL YARD BILLY, LLC		1	108900.00	\$ 635,190.00	\$ 250.00	0.4%
120 N MAGNOLIA ST	11227	1	108900.00	\$ 635,190.00	\$ 250.00	0.4%
BLALOCK, ALAN R & STEPHANIE K		1	6969.60	\$ 108,000.00	\$ 248.96	0.4%
2008 E SPRAGUE AVE	11128	1	6969.60	\$ 108,000.00	\$ 248.96	0.4%



East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
PANSIE TRUST, MARGARET F		1	6098.40	\$ 132,700.00	\$ 241.71	0.4%
1817 E SPRAGUE AVE	11144	1	6098.40	\$ 132,700.00	\$ 241.71	0.4%
JACOBS, CYNTHIA		1	6098.40	\$ 124,600.00	\$ 236.65	0.4%
2523 E SPRAGUE AVE	11168	1	6098.40	\$ 124,600.00	\$ 236.65	0.4%
MARNEY FAMILY VENTURES LLC		1	6098.40	\$ 114,800.00	\$ 230.53	0.4%
2429 E SPRAGUE AVE	11018	1	6098.40	\$ 114,800.00	\$ 230.53	0.4%
THAYER, PATRICIA A		1	6098.40	\$ 109,500.00	\$ 227.21	0.4%
2512 E RIVERSIDE AVE	11003	1	6098.40	\$ 109,500.00	\$ 227.21	0.4%
STRATEGY WORKS, LLC		1	6098.40	\$ 108,800.00	\$ 226.78	0.4%
2518 E RIVERSIDE AVE	11004	1	6098.40	\$ 108,800.00	\$ 226.78	0.4%
SDS TWENTY 16 LLC		1	6969.60	\$ 57,000.00	\$ 217.09	0.4%
2016 E SPRAGUE AVE	11209	1	6969.60	\$ 57,000.00	\$ 217.09	0.4%
WAITING, GREGORY C & CINDY A		1	6098.40	\$ 86,100.00	\$ 212.59	0.4%
2423 E SPRAGUE AVE	11127	1	6098.40	\$ 86,100.00	\$ 212.59	0.4%
TORMINO SASH INC		3	19602.00	\$ 520,840.00	\$ 208.96	0.4%
105 N MADELIA ST	11099	1	6534.00	\$ 285,080.00	\$ 87.07	0.1%
102 N HELENA ST	11097	1	6534.00	\$ 151,680.00	\$ 66.23	0.1%
101 N MADELIA ST	11098	1	6534.00	\$ 84,080.00	\$ 55.67	0.1%
WILLARD, CAROL E		1	6534.00	\$ 44,400.00	\$ 200.00	0.3%
1701 E SPRAGUE AVE	11023	1	6534.00	\$ 44,400.00	\$ 200.00	0.3%
RANTZOW, CARL & ROSELIE		1	6098.40	\$ 46,800.00	\$ 200.00	0.3%
1918 E RIVERSIDE AVE	11149	1	6098.40	\$ 46,800.00	\$ 200.00	0.3%
PROPERTY, THOMAS		1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
1504 E RIVERSIDE AVE	11133	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
SCHULER, GORDAN		1	6098.40	\$ 38,900.00	\$ 200.00	0.3%
2529 E SPRAGUE AVE	11027	1	6098.40	\$ 38,900.00	\$ 200.00	0.3%
HANLEY, JAMES L & SUSAN M		1	6534.00	\$ 28,800.00	\$ 200.00	0.3%
1709 E SPRAGUE AVE	11162	1	6534.00	\$ 28,800.00	\$ 200.00	0.3%
TORMINO SASH CO		1	6098.40	\$ 40,500.00	\$ 200.00	0.3%
0 ADDRESS UNKNOWN	11015	1	6098.40	\$ 40,500.00	\$ 200.00	0.3%

East Sprague PBI A - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
DECKER, WILLIAM E		1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
2007 E 1ST AVE	11173	1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
ROSS PRINTING		1	6969.60	\$ 19,650.00	\$ 200.00	0.3%
1603 E 1ST AVE	11194	1	6969.60	\$ 19,650.00	\$ 200.00	0.3%
MASSIE, MELISSA		1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
2301 E 1ST AVE	11049	1	6969.60	\$ 17,750.00	\$ 200.00	0.3%
PARK, WALAYA P / SITHAMMALAT, SIANOUXAY		1	6098.40	\$ 62,200.00	\$ 200.00	0.3%
2307 E SPRAGUE AVE	11235	1	6098.40	\$ 62,200.00	\$ 200.00	0.3%
RANTZOW JR, CARL O & ROSELIE S		1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
1924 E RIVERSIDE AVE	11150	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
TORMINO, JOHN JK		1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
1528 E RIVERSIDE AVE	11022	1	6098.40	\$ 13,500.00	\$ 200.00	0.3%
ACME ELECTRONICS SERVICES INC		1	6534.00	\$ 18,900.00	\$ 200.00	0.3%
1706 E RIVERSIDE AVE	11138	1	6534.00	\$ 18,900.00	\$ 200.00	0.3%
BOWMAN, ROBERT J		1	4356.00	\$ 11,620.00	\$ 200.00	0.3%
1411 E 1ST AVE	11053	1	4356.00	\$ 11,620.00	\$ 200.00	0.3%
COON, D H & P A		1	3484.80	\$ 77,950.00	\$ 200.00	0.3%
1720 E SPRAGUE AVE	11212	1	3484.80	\$ 77,950.00	\$ 200.00	0.3%
ALDARED, JADE		1	6098.40	\$ 15,630.00	\$ 200.00	0.3%
1507 E 1ST AVE	11079	1	6098.40	\$ 15,630.00	\$ 200.00	0.3%
WILDE, CHRIS		1	3484.80	\$ 108,650.00	\$ 200.00	0.3%
1716 E SPRAGUE AVE	11061	1	3484.80	\$ 108,650.00	\$ 200.00	0.3%
CMA HOLDINGS LLC		1	3484.80	\$ 44,150.00	\$ 200.00	0.3%
1912 E SPRAGUE AVE	11074	1	3484.80	\$ 44,150.00	\$ 200.00	0.3%
CRANDALL, GARY L & PAMELA M		1	6098.40	\$ 18,130.00	\$ 200.00	0.3%
1427 E 1ST AVE	11078	1	6098.40	\$ 18,130.00	\$ 200.00	0.3%
JDSC HOLDINGS LLC		1	3484.80	\$ 167,050.00	\$ 200.00	0.3%
1718 E SPRAGUE AVE	11195	1	3484.80	\$ 167,050.00	\$ 200.00	0.3%
CRANDALL, LANE & PAMELA M		1	6098.40	\$ 15,630.00	\$ 200.00	0.3%
1423 E 1ST AVE	11054	1	6098.40	\$ 15,630.00	\$ 200.00	0.3%

East Sprague PBI A - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
STANDAL INVESTMENTS, LLC		1	19166.40	\$ 402,920.00	\$ 187.71	0.3%
126 N PITTSBURG ST	11095	1	19166.40	\$ 402,920.00	\$ 187.71	0.3%
QUIGLEY INVESTMENT CO/QUIGLEY, JOHN P		2	19602.00	\$ 282,530.00	\$ 171.74	0.3%
129 N CRESTLINE ST	11231	1	13068.00	\$ 47,750.00	\$ 92.52	0.2%
125 N CRESTLINE ST	11226	1	6534.00	\$ 234,780.00	\$ 79.21	0.1%
MCLAUGHLIN, GAIL		3	18730.80	\$ 141,040.00	\$ 160.32	0.3%
122 N MADELIA ST	11110	1	6534.00	\$ 113,880.00	\$ 60.32	0.1%
126 N MADELIA ST	11229	1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
118 N MADELIA ST	11105	1	5662.80	\$ 12,780.00	\$ 50.00	0.1%
HACKNEY,D & S/MORSE,D/SOLIDAY		2	13068.00	\$ 460,860.00	\$ 157.06	0.3%
134 N MADELIA ST	11096	1	6534.00	\$ 231,580.00	\$ 78.71	0.1%
130 N MADELIA ST	11094	1	6534.00	\$ 229,280.00	\$ 78.35	0.1%
MCCALL, JAMES C & MARILYN B		1	13068.00	\$ 350,950.00	\$ 139.89	0.2%
129 N PITTSBURG ST	11111	1	13068.00	\$ 350,950.00	\$ 139.89	0.2%
GARBER, DEL R		1	12632.40	\$ 248,550.00	\$ 121.06	0.2%
116 N NAPA ST	11107	1	12632.40	\$ 248,550.00	\$ 121.06	0.2%
BREESNEE JR, JAMES M & KARLA L		2	13068.00	\$ 184,940.00	\$ 118.56	0.2%
130 N NAPA ST	11102	1	6534.00	\$ 166,580.00	\$ 68.56	0.1%
134 N NAPA ST	11109	1	6534.00	\$ 18,360.00	\$ 50.00	0.1%
CK VENTURES, LLC		2	13068.00	\$ 147,760.00	\$ 113.12	0.2%
122 N NAPA ST	11108	1	6534.00	\$ 131,780.00	\$ 63.12	0.1%
126 N NAPA ST	11101	1	6534.00	\$ 15,980.00	\$ 50.00	0.1%
CITY OF SPOKANE - C/O Kevan Brooks, ICM (ROW)		1	7840.80	\$ 23,420.00	\$ 109.39	0.2%
1020 E SPRAGUE AVE	11090	1	7840.80	\$ 23,420.00	\$ 109.39	0.2%
CYCLONE SALES & SERVICE LTD		1	12632.40	\$ 147,860.00	\$ 105.33	0.2%
2025 E RIVERSIDE AVE	11093	1	12632.40	\$ 147,860.00	\$ 105.33	0.2%
BECK, MARK J		2	13068.00	\$ 65,360.00	\$ 100.25	0.2%
108 N NAPA ST	11092	1	6534.00	\$ 49,380.00	\$ 50.25	0.1%
102 N NAPA ST	11091	1	6534.00	\$ 15,980.00	\$ 50.00	0.1%

East Sprague PBIA - 2018 Assessment Roll

	BUS ID #	# Parcels	Parcel LSF	Tax Assessed Value	2018 Assessment	Assessment %
FABEL, RICHARD		1	5227.20	\$ 57,880.00	\$ 100.00	0.2%
1306 E SPRAGUE AVE	11087	1	5227.20	\$ 57,880.00	\$ 100.00	0.2%
RHOADS, GARY		1	6969.60	\$ 154,900.00	\$ 69.57	0.1%
1202 E 1ST AVE	11121	1	6969.60	\$ 154,900.00	\$ 69.57	0.1%
MEDELIA PROPERTIES, LLC		1	6534.00	\$ 122,780.00	\$ 61.71	0.1%
102 N MADELIA ST	11115	1	6534.00	\$ 122,780.00	\$ 61.71	0.1%
TORMINOS PROPERTIES, LLC		1	6534.00	\$ 113,980.00	\$ 60.34	0.1%
114 N PITTSBURG ST	11104	1	6534.00	\$ 113,980.00	\$ 60.34	0.1%
HARGREAVES, DAVID T		1	6534.00	\$ 94,080.00	\$ 57.23	0.1%
111 N CRESTLINE ST	11230	1	6534.00	\$ 94,080.00	\$ 57.23	0.1%
PALMER, J / MANCINI-PALMER, E / PALMER K		1	6534.00	\$ 63,880.00	\$ 52.51	0.1%
119 N CRESTLINE ST	11100	1	6534.00	\$ 63,880.00	\$ 52.51	0.1%
FAUSETT, HARLEY		1	6534.00	\$ 59,280.00	\$ 51.79	0.1%
115 N CRESTLINE ST	11114	1	6534.00	\$ 59,280.00	\$ 51.79	0.1%
QUIGLEY INVEST		1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
108 N PITTSBURG ST	11228	1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
J.G. FOX, INC.		1	6969.60	\$ 21,300.00	\$ 50.00	0.1%
1310 E 1ST AVE	11123	1	6969.60	\$ 21,300.00	\$ 50.00	0.1%
MCLAUGHLIN, GARY L		1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
121 N PITTSBURG ST	11232	1	6534.00	\$ 14,380.00	\$ 50.00	0.1%
MCLAUGHLIN, J D/J E/G L/M L		1	6534.00	\$ 15,780.00	\$ 50.00	0.1%
125 N PITTSBURG ST	11224	1	6534.00	\$ 15,780.00	\$ 50.00	0.1%
<b>2018 Assessment Total</b>		<b>227</b>			<b>\$58,679.19</b>	<b>100.0%</b>

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

12/18/2017

<u>Date Rec'd</u>	12/6/2017
<u>Clerk's File #</u>	OPR 2017-0871
<u>Renews #</u>	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	JONATHAN 625-6734	Project #	
Contact E-Mail	JMALLAHAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0450 - 2018 DOWNTOWN BUSINESS IMPROVEMENT DISTRICT (BID)		

Agenda Wording

2018 Downtown Business Improvement District (BID) Management Plan

Summary (Background)

The 2018 Management Plan serves as a roadmap for the Downtown BID for 2018. The Plan provides an overview of the BID and describes the marketing, operations, transportation, business development and planning development functions to be provided. In addition to providing an overview of the objectives and actions, it discusses the resource requirements and budget for 2018. \*\*Please note that the management plan will be filed separately at a later date.\*\*

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CORTRIGHT, CARLY	<u>Study Session</u>
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u> Finance & Admin Mtg -
<u>Finance</u>	CLINE, ANGELA	Distribution List
<u>Legal</u>	PICCOLO, MIKE	jmallahan@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dkinder@spokanecity.org
<u>Additional Approvals</u>		lkey@spokanecity.org
<u>Purchasing</u>		mpiccolo@spokanecity.org
		mhughes@spokanecity.org
		kkeck@spokanecity.org
		htrautman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

mrichard@downtownspokane.net

ghankal@downtownspokane.net

sbishop@spokanecity.org

# BUSINESS IMPROVEMENT DISTRICT MANAGEMENT PLAN



Prepared by the  
Downtown Spokane Partnership

# 2018



# ADMINISTRATION

## DOWNTOWN BUSINESS IMPROVEMENT DISTRICT (BID)

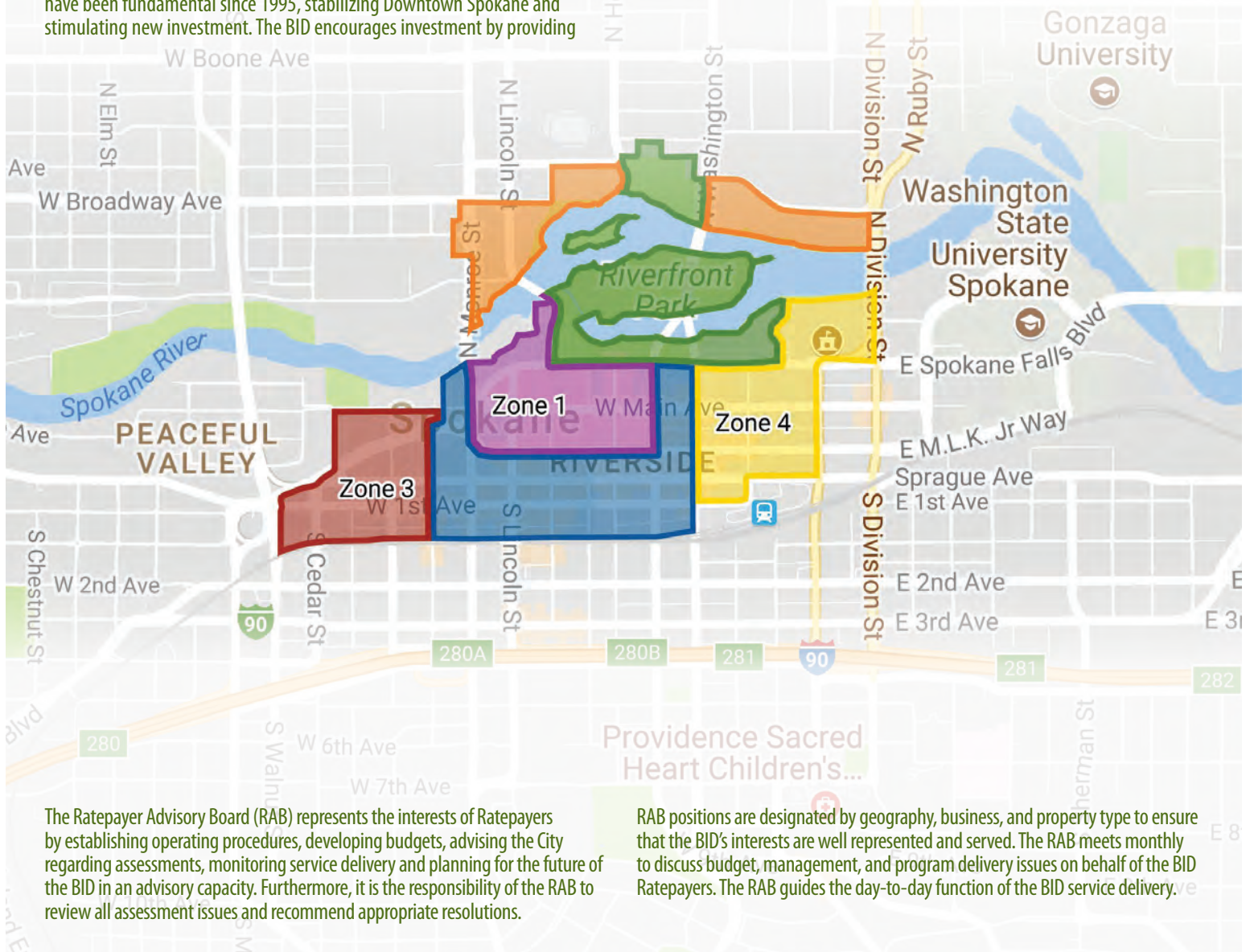
The Spokane City Council created the downtown Business Improvement District (BID) in July 1995 and reauthorized it in 2016 at the request of the area's business and property owners. The BID is authorized by Washington State law to aid general economic development and neighborhood revitalization. The current City Ordinance for the BID will sunset on December 31, 2021.

Comprising approximately 80 blocks of the Central Business District, the BID boundaries are Maple to Browne, and the Railroad Viaduct to North River Drive. More than 850 business owners and 350 property parcels are contained within the area.

The BID programs of clean, safe, parking and promoting positive experiences have been fundamental since 1995, stabilizing Downtown Spokane and stimulating new investment. The BID encourages investment by providing

the revenue and influence to keep our commercial streets clean, safe, and economically vibrant.

BID Ratepayers continue to value BID services and endorse the current program allocations. The BID will continue to enhance the streetscape, while carefully considering new opportunities including, but not limited to, expansion of the BID boundaries, emphasis on downtown safety and hospitality, parking management, beautification services, wayfinding, encouraging activation of public spaces, and housing and business development opportunities. The BID is sensitive to the needs of all Ratepayers and careful to select additional services to meet the changing demands of an evolving downtown.



The Ratepayer Advisory Board (RAB) represents the interests of Ratepayers by establishing operating procedures, developing budgets, advising the City regarding assessments, monitoring service delivery and planning for the future of the BID in an advisory capacity. Furthermore, it is the responsibility of the RAB to review all assessment issues and recommend appropriate resolutions.

RAB positions are designated by geography, business, and property type to ensure that the BID's interests are well represented and served. The RAB meets monthly to discuss budget, management, and program delivery issues on behalf of the BID Ratepayers. The RAB guides the day-to-day function of the BID service delivery.



# CITY OF SPOKANE

## DOWNTOWN SPOKANE PARTNERSHIP (DSP)

[Downtown Spokane Development Association 501 (c) 6 DBA DSP Private Non-profit Membership Organization]  
DSP is contracted by the City of Spokane to manage the BID (1995-2021)

The Downtown Spokane Partnership (DSP) is hired by the City of Spokane to administer the BID. Under this agreement, the DSP provides planning efforts for Downtown, and oversees the implementation of downtown enhanced public services. The DSP Board of Directors sets the strategic agenda, guides and manages the revitalization program, and administers various implementation entities.

### DSP BOARD of DIRECTORS

DSP President  
DSP Membership  
DSP Staff

### PARKING AND BUSINESS IMPROVEMENT DISTRICT (BID)

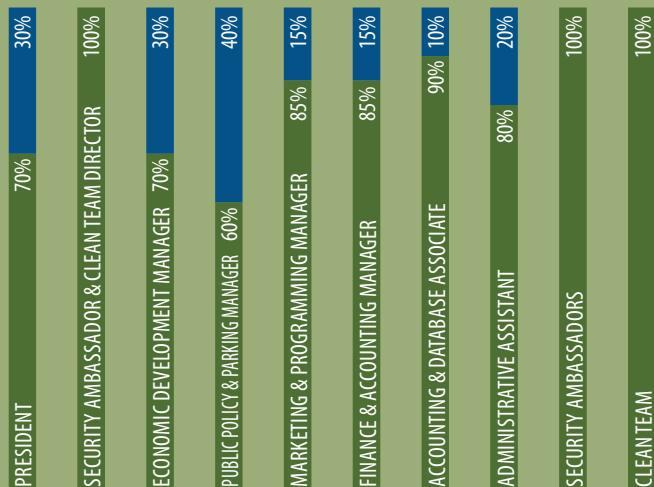
Funding Mechanism for Enhanced Services  
[Authorized by Washington RCW 35.87A & Spokane SMC 04.31]

### BID RATEPAYER ADVISORY BOARD

Directed by DSP President as the BID Program Administrator. The BID Board Advises, Recommends and Monitors Budget and Services and Hears Appeals from Ratepayers Regarding Assessments.

## STAFF ALLOCATION

■ BID ■ DSP



## DSP ORGANIZATION MANAGEMENT and ADMINISTRATION

The DSP assigns staff resources based on annual business plan requirements to maximize an effective resource mix between the DSP and BID. The graph to the left represents the percentage of time allocated to BID or DSP activities for each staff resource.

## FOCUSED MANAGEMENT

DSP staff provide focused management to oversee tasks listed in the City BID contract, including:

- Contract management
- Management plan implementation
- Ratepayer outreach and communication
- Business retention and recruitment
- City relations
- Board engagement and support
- Annual audit



# 2018 BUDGET

## INCOME SUMMARY

Projected Assessment Income	\$1,082,259	85.88%
City Services Contract	\$100,000	7.93%
Earned Income	\$78,000	6.19%
<b>TOTAL INCOME</b>	<b>\$1,260,259</b>	

The BID is funded by \$100,000/year from the City of Spokane and approximately \$1,160,259 in private investment, including Ratepayer assessments, business contributions to parking validation, event sponsorships and other contributions. The funds from the City exclusively support a portion of the Clean Team and the Security Ambassador programs. Assessment income is relatively static, with an average growth rate over the past 8 years of 3%. Major influences are property values, new construction and occupancy. 2017 growth was 2%, which was outpaced through a combination of projected inflation as well as increases in staffing benefits and wages.

Assessment rates for preexisting categories have not been increased since the formation of the BID, however, a housing category was added in 2005.

## EXPENSE SUMMARY

BID Administration	\$191,411	13.93%
Common Area Services	\$600,910	43.73%
Operations and Transportation	\$63,388	4.61%
Economic and Urban Development	\$182,448	13.28%
Marketing	\$195,094	14.20%
Communications	\$50,765	3.69%
Events & Programming	\$90,000	6.55%
<b>TOTAL EXPENSES</b>	<b>\$1,374,016</b>	

BID programs focus on key areas that make downtown a desirable location for businesses, residents, shoppers, and visitors. The Ratepayer Advisory Board (RAB) establishes a draft budget for how the money is spent and allocations are reviewed annually by the DSP and BID boards prior to being submitted to the City Council for approval. Similar to other BIDs across the country, programs focus on clean, safe, marketing, growth, and transportation.

Proposals with regards to assessment rate changes (including minimums, maximums, exemptions, and increases) are subject to approval by City Council per RCW 35.87A.



## ASSESSMENTS

1. Assessments are based upon gross leasable space (including storage) except where noted.
2. Assessments are based upon six "benefit zones," each of which pays a different level of assessment based upon the services it receives.
3. Hotels and motels will be assessed for both property and tenancy at one rate per number of rooms.
4. Public parks will be assessed for both property and tenancy at one rate per number of acres.
5. Square footage will be combined for office or retail tenants occupying multiple spaces in one building.
6. No historic tax credit or other exemptions that would decrease the assessed value of land or improvements will be used to calculate the annual property assessment.
7. If multiple activities or uses are undertaken in a single business space, the predominant activity or usage shall determine the business classification. The predominant usage is that use which has the greatest proportional square footage of a building compared to other uses.
8. A minimum assessment of ninety dollars (\$90.00)

will be applied to every business or property parcel within the boundaries.

## BILLING

1. Assessments are annually billed in December for the following year, with a January due date. If a Ratepayer elects to pay the assessment in two installments there will be a \$10.00 rebill fee.
2. A pro-rated assessment is available to tenant Ratepayers upon request.
  - The pro-rated assessment shall be based on a full month, i.e. if a Ratepayer leaves the BID March 15 they will be invoiced for three full months.
  - A pro-rated assessment shall be available only to tenant Ratepayers who move out of the BID.
3. When a tenant moves within the BID, that tenant will be responsible for the assessment based on their previous location until the change is made for the next year's assessment roll.

## EXEMPTIONS

1. Property owners recognized by the State of Washington as Religious, charitable, or social welfare non-profit organizations.
2. Businesses recognized by the State of Washington

as non-profit organizations.

3. Governmental agencies exempt from taxation pursuant to State and Federal law;
4. Concessionaires at public events.
5. Vendors or entertainers in the district streets and parks.
6. Theaters which principally present live performances and not video or film shows.
7. Businesses conducting business in the district less than 30 days per year.
8. Emergency City services such as fire, police, and medical care.

## DISPUTES

The majority of assessment questions are quickly resolved by the Downtown Spokane Partnership office. If a satisfactory conclusion is not reached, a Ratepayer aggrieved by the amount of an assessment or delinquency charge shall request, within sixty (60) days of the assessment or charge, a hearing before the Ratepayer Advisory Board. An Assessment Resolution Policy, which fully outlines the appeal process, is available from the Downtown Spokane Partnership office.

## TENANT ASSESSMENT FORMULA

All tenant assessments are based upon square footage of space per lease, except where noted. There is an annual minimum assessment of \$90.00 per tenant.

## PROPERTY ASSESSMENT FORMULA

Property owner assessments are based upon current values for land plus improvements and are calculated at a rate per \$1,000 of total assessed value. Each property, including its tenants, shall be assessed under both the tenant and property owner formulas. There is an annual minimum assessment of \$90.00 per property parcel.

TYPE OF TENANT	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6*
Retail Tenants						
Ground floor and skywalk	\$0.22	\$0.12	\$0.10	\$0.10	\$0.10	-0-
Office Tenants						
Ground floor and skywalk	\$0.12	\$0.11	\$0.09	\$0.09	\$0.09	-0-
Office and Retail Tenants						
Upper floors and basement	\$0.09	\$0.08	\$0.07	\$0.07	\$0.07	-0-
Manufacturing Tenants						
Outside a C-1 zoning district	\$0.09	\$0.08	\$0.07	\$0.07	\$0.07	-0-
Within a C-1 zoning district	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03	-0-
Commercial Parking						
Per space assessment	\$3.00	\$2.50	\$2.00	\$2.00	\$2.00	-0-
Commercial Theaters						
Per seat assessment	\$2.50	\$1.90	\$1.60	\$1.60	\$1.60	-0-
Apartments						
Per unit assessment	\$4.00	\$3.50	\$3.00	\$3.00	\$3.00	-0-
Combined Tenant/Owner						
Hotels and Motels (per room assessment)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	-0-

TYPE OF OWNER	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6*
Private Property	\$1.10	\$1.10	\$0.70	\$0.70	\$0.70	-0-
Government	\$0.80	\$0.80	\$0.60	\$0.60	\$0.60	-0-
Non-Profit	\$0.60	\$0.60	\$0.40	\$0.40	\$0.40	-0-
Residential/Condos	\$0.60	\$0.60	\$0.40	\$0.40	\$0.40	-0-
Public Facilities District	\$0.31	\$0.31	\$0.31	\$0.31	\$0.31	-0-

\*GOVERNMENT PARK PROPERTY ASSESSMENT FORMULA  
 TYPE Zone 6  
 Public Parks \$150.00 per acre





# YOUR BID<sub>AT WORK</sub>

## CREATE A UNIQUE AND POSITIVE DOWNTOWN EXPERIENCE

### Improve safety and feeling of safety

- Develop and execute a strategic community policing plan with precinct Captain and Chief that emphasizes increased resources, improved security communications, CPTED training and implementation and robust camera and lighting network
- Continue partnering with Community Court to provide community service opportunities within the BID

### Expand BID Boundary

- Seek partners for hiring consultant to evaluate and assist in BID expansion

### Enhance the downtown experience through activation

- Expand on comprehensive street activation plan that includes seasonal Event Ambassadors and stronger collaboration between events to leverage resources

### Coordinate Downtown Beautification

- Continue support of Parking Advisory Committee to provide City Council with stakeholder driven strategies for investing net parking revenues into downtown
- Work with Ratepayers, City and STA to develop additional revenue streams for making critical repairs and aesthetic improvements
- Continue to work with the Fox, Bing, MAC, City and others on urban forestry and cultural trail grant initiative
- Implement neighborhood/district branding
- Complete type/size and location analysis for wayfinding signage system
- Develop a strategy to beautify the Monroe Street Bridge as a key entry point and gateway into the downtown core.
- Partner with City to test equipment for sidewalk cleaning and overall Clean Team efficiency

## SUPPORT CAPITAL PROJECTS AND INFRASTRUCTURE THAT DRIVE ECONOMIC DEVELOPMENT

Support funding for a multipurpose SportsPlex facility on North bank of Riverfront Park

Support and provide downtown input into build-out of catalytic Riverfront Park renovations and experiences

Support advancement of STA Central City Line and related transit improvements

Manage Future Spokane communications campaign strategy and advocate on behalf of businesses regarding public works projects

Identify catalytic sites/projects and corresponding infrastructure needs in the Downtown Plan Update



## **SERVE AS A CATALYST FOR ECONOMIC DEVELOPMENT**

### **Improve parking perceptions and challenges**

- Sustain, assess, grow and improve parking incentive programs
- Design and implement parking communication strategy
- Facilitate public and/or private garage development
- Support development of parking study update with emphasis on scaling up available parking revenue for larger investments in downtown core and rest of meter area

### **Encourage infill development by enhancing incentives and reducing regulatory barriers**

- Lead Downtown Plan Update process to include removal of barriers to, and support for, the creation of additional incentives and financing mechanisms for development

### **Support the Brokerage Community in the recruitment of retail, housing and commercial office uses**

- Collaborate and provide financial support for a regional marketing and recruitment effort with downtown emphasis
- Continue use of Buxton integrated software system to assist in recruitment efforts

### **Enhance delivery of services to existing business**

- Continue use of Buxton software system with partners to assist existing tenants with product identification and marketing
- Expand use of website, sponsorships, promotions and events to connect ratepayers with resources to support and expand their businesses

## **ENHANCE ORGANIZATIONAL STRENGTH**

**Strengthen relationships, communications and brand awareness with partners, ratepayers and members**

**Update Bylaws, Employee Handbook and Policy and Procedures**

**Reformulate 501c3 charitable foundation, to support grant applications and corporate giving**

**Evaluate the assessment methodology and rates for equity and as part of long-term financial planning process**

**Implement staff development plan to preserve talent and enhance skillsets**





DOWNTOWN  
SPOKANE



**DOWNTOWN SPOKANE PARTNERSHIP  
BUSINESS IMPROVEMENT DISTRICT**

10 N Post Street, #400 Spokane, WA 99201  
509.456.0580 | [downtownspokane.org](http://downtownspokane.org) | [@downtownspokane](https://twitter.com/downtownspokane)

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

12/11/2017

<u>Date Rec'd</u>	11/28/2017
<u>Clerk's File #</u>	ORD C35570
<u>Renews #</u>	

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JONATHAN 625-6734	<u>Project #</u>	
<u>Contact E-Mail</u>	JMALLAHAN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0450 - 2018 DOWNTOWN PARKING & BID ORDINANCE		

Agenda Wording

An Ordinance approving & confirming the 2018 assessments and assessment roll for the Downtown Parking and Business Improvement Area (Business Improvement District - BID), prepared under Ordinance No. C32923 as codified & amended in Chapter 4.31 SMC.

Summary (Background)

The City Council approved Resolution No. 2017-0094 which gave notice that the City Council would hold a public hearing on the 2018 Assessment Roll for the Downtown BID. The Assessment Roll reflecting the assessments levied upon property owners located with the BID are on file in the Office of the City Clerk. These assessments provide funding for the programs to be delivered through the PBIA under Ordinance No. C-32923 as codified and amended in Chapter 4.31 SMC.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MALLAHAN, JONATHAN	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Finance & Admin Mtg -
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	jmallahan@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	lkey@spokanecity.org	
<u>Additional Approvals</u>		aworlock@spokanecity.org	
<u>Purchasing</u>		bborisov@spokanecity.org	
		mpiccolo@spokanecity.org	
		tara.brown1@usbank.com	
		deannah@primesourcecu.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

dr@acmetv.com

bob@nwseed.com

laverne@accessunified.net

ierr811@omnicast.net

darrell@bodywalker.com

sbishop@spokanecity.org



## ORDINANCE C35570

AN ORDINANCE APPROVING AND CONFIRMING THE 2018 ASSESSMENTS AND ASSESSMENT ROLL FOR THE DOWNTOWN SPOKANE PARKING AND BUSINESS IMPROVEMENT AREA, PREPARED UNDER ORDINANCE C-32923 AS CODIFIED AND AMENDED IN CHAPTER 4.31 SMC.

WHEREAS, the Spokane City Council on November 13, 2017 passed Resolution 2017-0094, which provided notice and set a date for hearing on the assessments to be levied under the above identified ordinance; and

WHEREAS, pursuant to Resolution No. 2017-0094, a public hearing was held on December 18, 2017 to take public testimony regarding the assessments and assessment roll for the Downtown Spokane Parking and Business Improvement Area; and

WHEREAS, the assessment roles have been on file in the Office of the City Clerk for public review and inspection; and

WHEREAS, the City Council, through this ordinance, intends to levy assessments in the Downtown Spokane Business Improvement District to provide programs and services, which will specifically benefit the businesses and properties in the District; and

### THE CITY OF SPOKANE DOES ORDAIN:

Section 1. The 2018 assessments and the assessment roll of the Downtown Spokane Parking and Business Improvement Area, established under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, are hereby approved and confirmed. The assessments and assessment roll are attached hereto, available in the Office of the City Clerk, City Treasurer.

Section 2. Each of the businesses, as described in RCW 35.87A.020, lots, tracts, and parcels of land and other property, including improvements thereon, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3), hotels, motels, government, and others, shown upon said rolls are hereby declared to be specially benefited by the programs authorized in Ordinance C-32923, as amended, in at least the amount levied against the same. The method of assessment is based upon the Special Assessment Formula in Exhibit A.

Section 3. Pursuant to SMC 4.31.100, the projects, programs, activities and budget for the 2018 Downtown Parking and Business Improvement Area as presented to the City Council are hereby approved and may be revised by the City Council pursuant to a subsequent motion.

Section 4. The City Clerk is hereby directed to certify and transmit the assessment rolls to the City Treasurer for collection, pursuant to City Ordinance and state law.

Section 5. That the assessments shown in the roll on file in the Office of the City Clerk may be paid in two installments with the first half of the assessment due and payable on the 31<sup>st</sup> day of January, 2018, and the second half of the assessment due and payable on the 31<sup>st</sup> day of July, 2018. Prior to the due date, ratepayers shall be sent a bill stating the amount of the assessment due and payable. If the assessment is not paid within thirty (30) days after its due date, a delinquency charge shall be added in the amount of ten percent (10%) of the assessment, not to exceed one hundred dollars (\$100) in addition to the processing fee. All assessments, or part thereof, shall also bear interest at the rate of twelve percent (12%) per annum, or part thereof, of delinquency. Within thirty (30) days of the due date(s), the City Treasurer or his/her designee shall send a late notice of the unpaid assessment including the assessment of appropriate interest, penalty and fees. Interest, penalties and other fees will be collected on any unpaid balance or portions thereof from the date the account became due.

Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within sixty (60) days of the assessment or charge, a meeting and/or hearing before the Ratepayer Board, and, if not satisfied with the decision of the Ratepayer Board, appeal within ten (10) days from the date of the decision, the matter de novo, to the City's Hearing Examiner, in the manner provided for in the City's Municipal Code. Failure to request a hearing shall result in a waiver of the right to challenge the assessment.

Section 6. This ordinance shall take effect and be in full force from and after the date of its passage.

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

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

Attest:

Approved as to form:

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

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

---

Mayor

---

Date

---

Effective Date

**Williams, Stephen**

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**From:** Nancy Enz Lill <nelill@icloud.com>  
**Sent:** Monday, December 11, 2017 10:29 AM  
**To:** City Clerks (Web email)  
**Subject:** Objection to BID Assessment For Spokane City Council Hearing December 18th.

**OBJECTION TO BID ASSESSMENT FOR UPPER FALLS CONDOMINIUMS, 820 N POST ST., FOR CITY COUNCIL HEARING ON DECEMBER 18TH.**

We object to being included in the "Business Improvement District," and would like to be removed from it, for the following reasons:

- 1) First and foremost: we are not a business! Your title says it all. We are residents who derive very little benefit from being in the BID. When we leave our garage every morning, we see new graffiti on the building across the street, we have so many break ins to cars parked on the streets right outside our building that we cannot let our guests and family park there overnight, and there is constantly broken glass on the street and sidewalks. Last month there was a shopping cart left on the sidewalk across from our garage for over 2 weeks. In four years of living here, we have never once observed anyone from the "Clean Team" in the vicinity of our building, and we derive few of the benefits of commercial businesses. Businesses need to be able to attract customers. Obviously, a clean, safe downtown is necessary to do that. We are not trying to attract customers, nor do we feel our neighborhood is clean or safe.
- 2) Although there are lovely aspects of living in the city, we must endure the constant noise pollution all summer long from concerts in Riverfront Park, loss of access to streets during Hoopfest, Bloomsday, and the numerous other events that cause restricted access to the park and surrounding areas, including our own parking garage, and other inconveniences that are part of living downtown. Living here is a trade off, and since the city is trying to entice more people to live downtown, charging for it is not conducive to that. There are many positives, but the negatives should also be taken into account: noise, smog, traffic and crime being some of them.
- 3) We object to some of the things our money is being used to pay for, such as the controversial use of horse carriage rides, during the hottest and coldest months of the year.
- 4) One of the justifications for assessing us BID funds that was in the hearing last year was that we received a tax abatement. That tax abatement is up this year, and our individual property taxes will be in excess of \$13,000. We feel that is more than adequate to pay for any "improvements" from the city that we benefit from. That alone should be reason enough to stop charging us BID assessments.

In conclusion, we feel our significant taxes should more than compensate for any benefits we receive from living downtown. We are not a business who would suffer without the BID, nor whom benefits from the BID. Therefore, we feel we should be taken out of the BID.

Sincerely,  
Nancy Enz Lill and David Lill

RECEIVED

DEC 11 2017

CITY CLERK'S OFFICE

December 5, 2017

To: Spokane City Clerk  
Terri Pfister  
801 W. Spokane Falls Blvd  
Spokane, WA 99201

Subject: Downtown Business Improvement District -BID

This letter is my objection for the December 18, 2017, City Council meeting regarding the 2018 BID assessment.


When I moved into a downtown condo in February, 2016, I was not told that there was a "business assessment" for non-business individuals such as myself. This would have been a deterrent for me to move to the city.

I subsequently learned that the business tax was started in 1995 and is not to "sunset" until 11/30/21.

I object to the tax and my assessment for the following reasons:

1. I'm being assessed a business tax and **I don't have a business**. I question the legality of this. An analogy is assessing a person for a car license when the person doesn't own a car.
2. The BID is advertised as augmenting cleanliness, safety, marketing, and parking services in the city. **Taxes already pay for these services.**
3. It's **unfair that only persons who live in the city are taxed** when they are not the only people who utilize services in the city.
4. If more funds are needed to improve the business district, **other options should be considered** so more people can contribute to the BID, e.g., Charge more for parking downtown. BID/tax everyone who works in the city.
5. **This BID/tax should be ended** as it has gone on too long.
6. The BID/tax is **not applied fairly**. It's not fair for one property owner to be charged a higher assessment based property assessment when there is no bigger benefit to the person who pays more.
7. The yearly **BID increase is too much because it exceeds the taxpayer's income increase.**
8. My BID assessment **increased by 36%; there is no basis for this, i.e.,** from \$836 last year to \$1140 for 2018.
9. As an individual, I have a major investment in my condominium, **but I don't have unlimited financial resources.**

Thank you for considering my objections.

  
Jacqueline Ross

809 W. Main, Unit 315

Spokane, WA 99201

# Downtown Improvement District Property Assessment Roll



Parcel Number	Zone	Block	Business Name	Business/Property Address	Business Type	County_Land_Value	County Imprv_Value	Value	Assessment
25241.0101	3	84	INTEGRUS PARTNERSHIP	10 S CEDAR ST	Private Property	459140	1985900	\$ 2,445,040.00	\$ 1,711.53
25241.1201	3	85	GRAND COULEE LLC	1401 W 1ST AVE GRAND COULEE BLDG	Private Property	150130	1496100	\$ 1,646,230.00	\$ 1,152.36
25241.1202	3	85	PARTS WHOLESALERS, INC.	ADDRESS UNKNOWN	Private Property	81580	0	\$ 81,580.00	\$ 90.00
25241.1203	3	85	PARTS WHOLESALERS, INC.	1411 W 1ST AVE	Private Property	102050	0	\$ 102,050.00	\$ 90.00
25241.1204	3	85	PARTS WHOLESALERS, INC.	1423 W 1ST AVE	Private Property	204100	282100	\$ 486,200.00	\$ 340.34
25241.1205	3	85	PARTS WHOLESALERS INC	120 S CEDAR ST	Private Property	380250	560700	\$ 940,950.00	\$ 658.67
35181.0042	5	22	BUSINESS BUILDING LLC	607 W MALLON AVE	Private Property	248640	0	\$ 248,640.00	\$ 174.05
35183.0003	5	22	MAD ANTHONY'S INC	520 N LINCOLN ST	Private Property	2328250	888000	\$ 3,216,250.00	\$ 2,251.38
35183.0021	5	22	FALLS LLC	829 W BROADWAY AVE	Private Property	2747560	99700	\$ 2,847,260.00	\$ 1,993.08
35183.0023	5	4	LOW, JERALD	625 N MONROE ST	Private Property	56310	74800	\$ 131,110.00	\$ 91.78
35183.0036	1	15	CITY OF SPOKANE	902 W MAIN AVE LIBRARY	Government	3216000	7544400	\$ 10,760,400.00	\$ 8,608.32
35183.0092	3	6	SPOKANE CLUB	1002 W RIVERSIDE AVE	Private Property	1007060	1696500	\$ 2,703,560.00	\$ 1,892.49
35183.0095	5	13	SCHMELZER, ALLEN D & JERI ANN	609 N MONROE ST	Private Property	140760	0	\$ 140,760.00	\$ 98.53
35183.0301	1	32	JAMES F COTTER	221 N WALL ST OLD CITY HALL	Private Property	1336300	4799800	\$ 6,136,100.00	\$ 6,749.71
35183.0308	1	33	ROBERTS/BOTZ/SCHOEDEL/ETAL	708 W MAIN AVE, #300	Private Property	477200	475700	\$ 952,900.00	\$ 1,048.19
35183.0310	1	33	702 LLC	207 N WALL ST SAAD BLDG	Private Property	141570	766000	\$ 907,570.00	\$ 998.33
35183.0311	1	33	702, LLC	702 W MAIN AVE SAAD BLDG	Private Property	125690	0	\$ 125,690.00	\$ 138.26
35183.0320	1	26	RIVERPARK SQUARE LLC	777 W MAIN AVE RPS	Private Property	0	10159900	\$ 10,159,900.00	\$ 11,175.89
35183.0321	1	26	RIVER PARK SQUARE LLC	808 W MAIN AVE	Private Property	0	30750000	\$ 30,750,000.00	\$ 33,825.00
35183.0322	1	26	RIVER PARK SQUARE LLC	825 W SPOKANE FALLS BLVD	Private Property	0	11924100	\$ 11,924,100.00	\$ 13,116.51
35183.0324	1	26	RIVER PARK SQUARE, LLC	808 W MAIN AVE	Private Property	10378370	0	\$ 10,378,370.00	\$ 11,416.21
35183.0325	1	26	RIVER PARK SQUARE LLC	706 W MAIN AVE	Private Property	324550	1048800	\$ 1,373,350.00	\$ 1,510.69
35183.0405	1	34	MZB, LLC	110 N POST ST	Private Property	236380	686600	\$ 922,980.00	\$ 1,015.28
35183.0406	1	29	GLOBAL CREDIT UNION	108 N POST ST GLOBAL CREDIT UNION	Private Property	572850	1670900	\$ 2,243,750.00	\$ 2,468.13
35183.0407	1	34	SCOT DAVID L.L.C.	718 W RIVERSIDE AVE 718 BLDG	Private Property	535730	1088900	\$ 1,624,630.00	\$ 1,787.09
35183.0408	1	35	ALEXANDER GOODS DEPOT, LLC	710 W RIVERSIDE AVE	Private Property	1339000	4961000	\$ 6,300,000.00	\$ 6,930.00
35183.0507	2	22	PEYTON BUILDING LLC	10 N POST ST PEYTON BLDG	Private Property	1019200	4076600	\$ 5,095,800.00	\$ 5,605.38
35183.0508	2	36	SPOKANE TRANSIT AUTHORITY	9 N WALL ST STA PLAZA	Private Property	2362290	8973100	\$ 11,335,390.00	\$ 9,068.31
35183.0607	2	29	HARE & GRIFFITHS LLC	825 W RIVERSIDE AVE	Private Property	378000	602200	\$ 980,200.00	\$ 1,078.22
35183.0608	2	29	DIAMOND, J	822 W SPRAGUE AVE MICHAEL BLDG	Private Property	405000	2807900	\$ 3,212,900.00	\$ 3,534.19
35183.0609	2	29	MYSTERY BUILDING LLC	816 W SPRAGUE AVE MYSTERY BLDG	Private Property	202500	427800	\$ 630,300.00	\$ 693.33
35183.0615	2	29	RIVERSIDE AND POST LLC	801 W RIVERSIDE AVE	Private Property	1357800	2725300	\$ 4,083,100.00	\$ 4,491.41
35183.0616	2	29	GENESEE BLOCK LLC	821 W RIVERSIDE AVE	Private Property	252000	186300	\$ 438,300.00	\$ 482.13
35183.0705	1	28	LINCOLN PLAZA LLC	818 W RIVERSIDE AVE LINCOLN PLAZA	Private Property	1913900	9361100	\$ 11,275,000.00	\$ 12,402.50
35183.0708	1	28	GRANT BUILDING LLC	802 W RIVERSIDE AVE BANNER BANK BLDG	Private Property	960900	3442200	\$ 4,403,100.00	\$ 4,843.41
35183.0901	2	17	BULLCO CO	901 W RIVERSIDE AVE	Private Property	450000	939700	\$ 1,389,700.00	\$ 1,528.67
35183.0904	2	17	COWLES PUBLISHING CO	929 W RIVERSIDE AVE	Private Property	357280	2986900	\$ 3,344,180.00	\$ 3,678.60
35183.0905	2	17	COWLES REAL ESTATE CO	928 W SPRAGUE AVE	Private Property	405000	5041700	\$ 5,446,700.00	\$ 5,991.37
35183.0906	2	17	COWLES PUBLISHING CO	914 W SPRAGUE AVE	Private Property	303750	20800	\$ 324,550.00	\$ 357.01
35183.0907	2	17	HARE & GRIFFITHS	912 W SPRAGUE AVE	Private Property	101250	354000	\$ 455,250.00	\$ 500.78
35183.0908	2	17	HARE & GRIFFITHS LLC	908 W SPRAGUE AVE	Private Property	405000	283000	\$ 688,000.00	\$ 756.80
35183.0909	2	17	COWLES PUBLISHING CO	925 W RIVERSIDE AVE	Private Property	787080	7683500	\$ 8,470,580.00	\$ 9,317.64
35183.1014	2	7	COWLES REAL ESTATE COMPANY	1023 W RIVERSIDE AVE	Private Property	492750	1575600	\$ 2,068,350.00	\$ 2,275.19
35183.1017	2	7	COWLES PUBLISHING CO	1 N MONROE ST	Private Property	2248850	11221100	\$ 13,469,950.00	\$ 14,816.95
35183.1110	3	76	COWLES REAL ESTATE CO	1102 W SPRAGUE AVE	Private Property	309880	1358100	\$ 1,667,980.00	\$ 1,167.59
35183.1204	3	79	WELLS/WATTS/BARRETT/MANN	1218 W SPRAGUE AVE	Private Property	56250	700	\$ 56,950.00	\$ 90.00
35183.1205	3	79	MYRTLE & EDWIDGE APARTMENTS	1227 W RIVERSIDE AVE	Private Property	53330	297200	\$ 350,530.00	\$ 245.37

# Downtown Improvement District Property Assessment Roll



35183.1206	3	79	WELLS/WATTS/BARRETT/MANN	1222 W SPRAGUE AVE	Private Property	45000	2700	\$ 47,700.00	\$ 90.00
35183.1207	3	79	SAN MARCO APARTMENTS	1230 W SPRAGUE AVE	Private Property	202940	994500	\$ 1,197,440.00	\$ 838.21
35183.1208	3	79	MYRTLE & EDWIDGE APARTMENTS	1214 W SPRAGUE AVE	Private Property	61880	476600	\$ 538,480.00	\$ 376.94
35183.1224	3	79	1203 PROPERTIES LLP	1203 W RIVERSIDE AVE	Private Property	98620	2080200	\$ 2,178,820.00	\$ 1,525.17
35183.1301	5	2	PASTIME INV II	713 N MONROE ST	Private Property	89100	339300	\$ 428,400.00	\$ 237.51
35183.1303	5	3	DRESDEN GROUP LLC	701 N MONROE ST DRESDEN BLDG	Private Property	138600	761700	\$ 900,300.00	\$ 630.21
35183.1404	5	12	SIMPSON, JAN	921 W BROADWAY AVE BROADWAY BLDG	Private Property	54000	513000	\$ 567,000.00	\$ 396.90
35183.1405	5	12	PIONEER HUMAN SERVICES	720 N MONROE ST	Private Property	160800	1676400	\$ 1,837,200.00	\$ 1,286.04
35183.1406	5	13	LAWRENCE B STONE PROPERTIES #711 LLC	711 N LINCOLN ST LINCOLN COURT BLDG	Private Property	67500	270300	\$ 337,800.00	\$ 236.46
35183.1408	5	13	DIAMOND PARKING INC	714 N MONROE ST	Private Property	39600	1700	\$ 41,300.00	\$ 90.00
35183.1409	5	13	SHOFAR ENTERPRISES LLC	710 N MONROE ST	Private Property	33000	53900	\$ 86,900.00	\$ 90.00
35183.1410	5	13	TEC INVESTMENTS LLC	706 N MONROE ST	Private Property	61050	256000	\$ 317,050.00	\$ 221.94
35183.1411	5	13	HES PROPERTIES, LLC	628 N MONROE ST HOLMES BLDG	Private Property	44550	449500	\$ 494,050.00	\$ 345.84
35183.1414	5	13	DIAMOND PARKING INC.	605 N LINCOLN ST	Private Property	114750	13400	\$ 128,150.00	\$ 90.00
35183.1418	5	13	DIAMOND PARKING INC.	ADDRESS UNKNOWN	Private Property	60750	7100	\$ 67,850.00	\$ 90.00
35183.1427	5	13	GARRAS, BILLY J	601 N LINCOLN ST	Private Property	81000	0	\$ 81,000.00	\$ 90.00
35183.1428	5	13	DIAMOND PARKING INC.	610 N MONROE ST	Private Property	111380	11400	\$ 122,780.00	\$ 90.00
35183.1429	5	13	LAWRENCE B STONE PROPERTIES #711 LLC	ADDRESS UNKNOWN	Private Property	67500	0	\$ 67,500.00	\$ 90.00
35183.1431	5	12	KRIER ORCHARDS LLC	901 W BROADWAY AVE	Private Property	168750	0	\$ 168,750.00	\$ 118.13
35183.1432	5	12	NORTH BY NORTHWEST PARTNERS LLC	901 W BROADWAY AVE	Private Property	120600	1269000	\$ 1,389,600.00	\$ 972.72
35183.1433	5	12	NORTH BY NORTHWEST PARTNERS LLC	909 W BROADWAY AVE	Private Property	120600	10000	\$ 130,600.00	\$ 91.42
35183.1436	5	13	GARRAS, BILLY J	602 N MONROE ST	Private Property	128700	137300	\$ 266,000.00	\$ 186.20
35183.1438	5	13	CUNNINGHAM FAMILY LLC	618 N MONROE ST	Private Property	111410	36500	\$ 147,910.00	\$ 103.54
35183.1439	5	12	ISLAND OFFICE PLAZA	915 W BROADWAY AVE	Private Property	81000	436300	\$ 517,300.00	\$ 362.11
35183.1501	1	21	CITY OF SPOKANE	808 W SPOKANE FALLS BLVD CITY HALL	Government	2096100	17119400	\$ 19,215,500.00	\$ 15,372.40
35183.2207	3	6	MH2C, LLC	1225 W MAIN AVE	Private Property	11000	39000	\$ 50,000.00	\$ 90.00
35183.2208	3	6	MH2C, LLC	1229 W MAIN AVE	Private Property	11000	39000	\$ 50,000.00	\$ 90.00
35183.2209	3	6	MH2C, LLC	1227 W MAIN AVE	Private Property	12800	45300	\$ 58,100.00	\$ 90.00
35183.2210	3	6	MH2C, LLC	1213 W MAIN AVE	Private Property	24700	87700	\$ 112,400.00	\$ 90.00
35183.2211	3	6	MH2C, LLC	1223 W MAIN AVE	Private Property	29300	104000	\$ 133,300.00	\$ 93.31
35183.2212	3	6	MH2C, LLC	1209 W MAIN AVE	Private Property	47600	169000	\$ 216,600.00	\$ 151.62
35183.2222	3	6	MH2C, LLC	1212 W RIVERSIDE AVE	Private Property	52500	186300	\$ 238,800.00	\$ 167.16
35183.2223	3	6	MH2C LLC	1208 W RIVERSIDE AVE	Private Property	78000	75000	\$ 153,000.00	\$ 107.10
35183.2224	3	6	MH2C, LLC	UNKNOWN	Private Property	39600	132000	\$ 171,600.00	\$ 120.12
35183.2225	3	6	RIVERFALL TOWER DEVELOPMENT	1301 W MAIN AVE	Private Property	41250	0	\$ 41,250.00	\$ 90.00
35183.2229	3	6	MHC2 INVESTMENTS, LLC	1110 W RIVERSIDE AVE	Private Property	429810	627900	\$ 1,057,710.00	\$ 740.40
35183.2230	3	6	PHILANTHROPY CENTER LLC	1020 W RIVERSIDE AVE	Non-Profit	129430	648300	\$ 777,730.00	\$ 311.09
35183.2231	3	6	SPOKANE CLUB	1002 W RIVERSIDE AVE	Private Property	326250	2211600	\$ 2,537,850.00	\$ 1,776.50
35183.2233	3	6	MH2C, LLC	1220 W RIVERSIDE AVE	Private Property	43970	2900	\$ 46,870.00	\$ 90.00
35183.2234	3	6	HEYLMAN, WC	1224 W RIVERSIDE AVE	Private Property	288920	8872910	\$ 9,161,830.00	\$ 6,413.28
35183.2235	3	6	HEYLMAN PROPERTIES	112 N WRIGHT ST	Private Property	25990	0	\$ 25,990.00	\$ 90.00
35183.2236	3	6	WEST 1124 RIVERSIDE PARTNERS	1124 W RIVERSIDE AVE NORTH COAST LIFE	Private Property	317450	58800	\$ 376,250.00	\$ 263.38
35183.2238	3	6	WEST 1124 RIVERSIDE PARTNERS	1116 W RIVERSIDE AVE	Private Property	279380	3486300	\$ 3,765,680.00	\$ 2,635.98
35183.2239	3	6	WEST 1116 RIVERSIDE PARTNERS	1116 W RIVERSIDE AVE	Private Property	244000	2726500	\$ 2,970,500.00	\$ 2,079.35
35183.2241	3	6	HEYLMAN PROPERTIES	124 N WRIGHT ST	Private Property	132580	0	\$ 132,580.00	\$ 92.81
35183.2243	3	6	HEYLMAN PROPERTIES	0 UNKNOWN	Private Property	113400	0	\$ 113,400.00	\$ 90.00
35183.2501	1	27	CPC DEVELOPMENT COMPANY	825 W MAIN AVE, #UNIT A W 809 BLDG	Private Property	758990	315300	\$ 1,074,290.00	\$ 1,181.72
35183.2502	1	27	CPC DEVELOPMENT COMPANY	825 W MAIN AVE W 809 BLDG	Private Property	736300	1102000	\$ 1,838,300.00	\$ 2,022.13



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35183.2503	1	27	CPC DEVELOPMENT COMPANY	825 W MAIN AVE W 809 BLDG	Private Property	758990	1885700	\$ 2,644,690.00	\$ 2,909.16
35184.0025	5	24	RED LION HOTELS CORPORATION	201 W NORTH RIVER DR RLH BLDG	Private Property	786560	28800	\$ 815,360.00	\$ 570.75
35184.0026	5	22	AVISTA CORPORATION	VACANT LAND	Private Property	69160	0	\$ 69,160.00	\$ 90.00
35184.0027	5	22	AVISTA CORPORATION	VACANT LAND	Private Property	378670	0	\$ 378,670.00	\$ 265.07
35184.0088	5	24	DPGB WA 1 LLC	201 W NORTH RIVER DR RLH BLDG	Private Property	1648300	8838000	\$ 10,486,300.00	\$ 7,340.41
35184.0091	5	24	RIVEREDGE LLC	101 W NORTH RIVER DR RIVER'S EDGE BLDG	Private Property	1006000	1760700	\$ 2,766,700.00	\$ 1,936.69
35184.0605	1	67	MOMOWOBROSCO LLC	220 W MAIN AVE	Private Property	239630	717000	\$ 956,630.00	\$ 1,052.29
35184.0606	4	66	WINTER, BRIAN L & BRUCE L	231 W SPOKANE FALLS BLVD	Private Property	198800	5000	\$ 203,800.00	\$ 142.66
35184.0611	4	66	FRUCI FAMILY LLC	218 N BERNARD ST FRUCI	Private Property	180800	1272800	\$ 1,453,600.00	\$ 1,017.52
35184.0614	4	67	FOUNDRY UNITED LLC	244 W MAIN AVE	Private Property	182120	1929000	\$ 2,111,120.00	\$ 1,477.78
35184.0615	4	67	WINTER, BRIAN L & BRUCE L	241 E TRENT AVE	Private Property	69750	2100	\$ 71,850.00	\$ 90.00
35184.0616	4	67	WINTER, BRIAN L & BRUCE	236 W MAIN AVE	Private Property	90000	2700	\$ 92,700.00	\$ 90.00
35184.0617	4	67	WINTER, BRIAN L & BRUCE L	232 W MAIN AVE	Private Property	159750	4700	\$ 164,450.00	\$ 115.12
35184.0618	4	67	WINTER, BRIAN L & BRUCE L	228 W MAIN AVE	Private Property	159750	4700	\$ 164,450.00	\$ 115.12
35184.0620	4	67	WINTER, BRIAN L & BRUCE L	ADDRESS UNKNOWN	Private Property	79880	2400	\$ 82,280.00	\$ 90.00
35184.0624	4	66	WINTER, BRIAN L & BRUCE L	237 E TRENT AVE	Private Property	198800	4700	\$ 203,500.00	\$ 142.45
35184.0628	4	67	SPOKANE SCHOOL DISTRICT #81	200 N BERNARD ST	Government	542300	6889600	\$ 7,431,900.00	\$ 4,459.14
35184.0629	4	66	RAMOS PROPERTIES, LLC	245 W SPOKANE FALLS BLVD AZTECA	Private Property	271150	535500	\$ 806,650.00	\$ 564.66
35184.0630	4	66	FRUCI FAMILY, LLC	259 W SPOKANE FALLS BLVD	Private Property	361500	801400	\$ 1,162,900.00	\$ 814.03
35184.0631	4	66	WESTERN MINE SERVICES, INC	223 N BROWN ST	Private Property	397570	477800	\$ 875,370.00	\$ 612.76
35184.0632	4	66	WESTERN MINE SERVICES, INC	216 W MAIN AVE	Private Property	479250	31300	\$ 510,550.00	\$ 357.39
35184.0801	4	60	301 MAIN AVE LLC	301 W MAIN AVE	Private Property	198800	1326800	\$ 1,525,600.00	\$ 1,067.92
35184.0802	4	60	JRD PARKING LLC	307 W MAIN AVE	Private Property	198800	7600	\$ 206,400.00	\$ 144.48
35184.0803	4	61	COLONIAL CITY	111 N BERNARD ST	Private Property	198020	876800	\$ 1,074,820.00	\$ 752.37
35184.0804	4	61	JENSEN BYRD CO	314 W RIVERSIDE AVE	Private Property	241890	25100	\$ 266,990.00	\$ 186.89
35184.0903	4	69	ALBISU, CRUZ	209 W MAIN AVE	Private Property	159750	20300	\$ 180,050.00	\$ 126.04
35184.0904	4	68	ALBISU, CRUZ	215 W MAIN AVE	Private Property	159750	3200	\$ 162,950.00	\$ 114.07
35184.0908	4	69	WOODHEAD SR, JOHN G	239 W MAIN AVE	Private Property	159750	526200	\$ 685,950.00	\$ 480.17
35184.0911	4	70	SKL PROPERTY MANAGEMENT INC	256 W RIVERSIDE AVE	Private Property	341870	187400	\$ 529,270.00	\$ 370.49
35184.0917	4	71	UMPQUA BANK: CONVENIENCE CENTER	214 W RIVERSIDE AVE	Private Property	319500	0	\$ 319,500.00	\$ 223.65
35184.0918	4	71	UMPQUA BANK: CONVENIENCE CENTER	206 W RIVERSIDE AVE	Private Property	319500	116600	\$ 436,100.00	\$ 305.27
35184.0919	4	71	LI, GANG/SHAO, JIN	224 W RIVERSIDE AVE	Private Property	319500	558500	\$ 878,000.00	\$ 614.60
35184.0920	4	69	221 WEST MAIN OFFICE BUILDING LLC	221 W MAIN AVE EDWARDS BLDG	Private Property	239630	344500	\$ 584,130.00	\$ 408.89
35184.0921	4	69	WEST MAIN OFFICE BUILDING LLC	225 W MAIN AVE EDWARDS BLDG	Private Property	239630	344500	\$ 584,130.00	\$ 408.89
35184.0922	4	68	SCHMIDT 245 MAIN LLC	245 W MAIN AVE	Private Property	204480	1214500	\$ 1,418,980.00	\$ 993.29
35184.0923	4	68	SPOKANE SCHOOL DISTRICT #81	247 W MAIN AVE	Government	343130	17600	\$ 360,730.00	\$ 216.44
35184.0925	4	69	CITY OF SPOKANE	207 W MAIN AVE	Government	159750	0	\$ 159,750.00	\$ 95.85
35184.0926	4	69	CITY OF SPOKANE	201 W MAIN AVE	Government	159750	313100	\$ 472,850.00	\$ 283.71
35184.1201	4	72	201 RIVERSIDE LLC	201 W RIVERSIDE AVE HAVERMALE PARK	Private Property	96190	375500	\$ 471,690.00	\$ 330.18
35184.1202	4	72	ALGER BRISTOL & LOT 82, LLC	203 W RIVERSIDE AVE	Private Property	53440	3400	\$ 56,840.00	\$ 90.00
35184.1203	4	72	ALGER BRISTOL & LOT 82 LLC	210 W SPRAGUE AVE	Private Property	189000	589200	\$ 778,200.00	\$ 544.74
35184.1204	4	72	ALGER BRISTOL & LOT 82 LLC	209 W RIVERSIDE AVE	Private Property	64130	4300	\$ 68,430.00	\$ 90.00
35184.1205	4	72	ALGER BRISTOL & LOT 82 LLC	211 W RIVERSIDE AVE	Private Property	201380	10300	\$ 211,680.00	\$ 148.18
35184.1206	4	72	ALGER BRISTOL & LOT 82, LLC	215 W RIVERSIDE AVE	Private Property	201380	11000	\$ 212,380.00	\$ 148.67
35184.1207	4	72	STUDIO 24 LLC	221 W RIVERSIDE AVE	Private Property	101250	381600	\$ 482,850.00	\$ 338.00
35184.1208	4	72	ALGER BRISTOL & LOT 82, LLC	224 W SPRAGUE AVE	Private Property	100130	4300	\$ 104,430.00	\$ 90.00
35184.1210	4	72	BEAR & HALE, LLC	232 W SPRAGUE AVE	Private Property	201380	607900	\$ 809,280.00	\$ 566.50
35184.1211	4	72	DIAMOND PARKING INC.	237 W RIVERSIDE AVE ALBERT BLDG	Private Property	60750	265400	\$ 326,150.00	\$ 228.31

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35184.1212	4	72	JASON WOLFE	236 W SPRAGUE AVE	Private Property	222890	1147900	\$ 1,370,790.00	\$ 959.55
35184.1213	4	72	JRD PARKING LLC	239 W RIVERSIDE AVE	Private Property	161170	8300	\$ 169,470.00	\$ 118.63
35184.1214	4	70	JRD PARKING LLC	8 N BERNARD ST	Private Property	445050	9200	\$ 454,250.00	\$ 317.98
35184.1215	4	72	RICHMOND & BICKETT LLC	227 W SPRAGUE AVE	Private Property	90990	279600	\$ 370,590.00	\$ 259.41
35184.1216	4	72	RICHMOND & BICKETT LLC	228 W SPRAGUE AVE	Private Property	111890	329000	\$ 440,890.00	\$ 308.62
35184.1302	4	63	GB DOW INVESTMENTS LLC	301 W RIVERSIDE AVE	Private Property	140000	5800	\$ 145,800.00	\$ 102.06
35184.1307	4	63	GB DOW INVESTMENTS LLC	311 W RIVERSIDE AVE	Private Property	179200	687700	\$ 866,900.00	\$ 606.83
35184.1802	1	39	600 MAIN INC	223 N HOWARD ST MACY'S BLDG	Private Property	646890	1449900	\$ 2,096,790.00	\$ 2,306.47
35184.1806	1	39	I O O F	618 W MAIN AVE MACY'S BLDG	Private Property	648300	2326600	\$ 2,974,900.00	\$ 3,272.39
35184.1807	1	39	600 MAIN INC	608 W MAIN AVE MACY'S BLDG	Private Property	987900	2819800	\$ 3,807,700.00	\$ 4,188.47
35184.1808	1	39	WHEATLAND BANK	222 N WALL ST WHEATLAND FINANCIAL CENTER	Private Property	1038100	3693400	\$ 4,731,500.00	\$ 5,204.65
35184.1903	1	46	SPOKANE 73	228 N HOWARD ST	Private Property	561300	2298100	\$ 2,859,400.00	\$ 3,145.34
35184.1904	1	46	220 INVESTORS	218 N HOWARD ST	Private Property	383840	254600	\$ 638,440.00	\$ 702.28
35184.1905	1	46	JOHN HEIBER JR FAMILY LLC	206 N HOWARD ST	Private Property	761940	1211400	\$ 1,973,340.00	\$ 2,170.67
35184.1906	1	46	JOHN HEIBER JR FAMILY LLC	516 W MAIN AVE BENNETT BLOCK	Private Property	761940	644900	\$ 1,406,840.00	\$ 1,547.52
35184.1907	1	46	JOHN HEIBER JR FAMILY LLC	508 W MAIN AVE	Private Property	1015900	11800	\$ 1,027,700.00	\$ 1,130.47
35184.1908	1	46	JGFH, LLC/CLHK, LLC	503 W SPOKANE FALLS BLVD BENNETT BLOCK	Private Property	1574440	22900	\$ 1,597,340.00	\$ 1,757.07
35184.2001	2	51	PAC OPERATING CO	217 N WASHINGTON ST	Private Property	226300	5500	\$ 231,800.00	\$ 254.98
35184.2002	2	51	JOHN HEIBER JR FAMILY LLC	405 E TRENT AVE	Private Property	678900	16500	\$ 695,400.00	\$ 764.94
35184.2003	2	51	JOHN HEIBER JR FAMILY LLC	ADDRESS UNKNOWN BENNETT BLOCK	Private Property	407300	11000	\$ 418,300.00	\$ 460.13
35184.2004	2	51	PAC OPERATING CO	419 W SPOKANE FALLS BLVD	Private Property	203180	5500	\$ 208,680.00	\$ 229.55
35184.2005	2	51	PAC OPERATING CO	423 W SPOKANE FALLS BLVD	Private Property	468000	12700	\$ 480,700.00	\$ 528.77
35184.2006	2	51	PAC OPERATING CO	218 N STEVENS ST	Private Property	143420	3100	\$ 146,520.00	\$ 161.17
35184.2007	2	51	PAC OPERATING CO	430 W MAIN AVE	Private Property	194400	166300	\$ 360,700.00	\$ 396.77
35184.2008	2	51	JOHN HEIBER JR FAMILY LLC	208 N STEVENS ST	Private Property	286110	7800	\$ 293,910.00	\$ 323.30
35184.2009	2	51	PAC OPERATING CO	426 W MAIN AVE	Private Property	130230	3300	\$ 133,530.00	\$ 146.88
35184.2010	2	51	PAC OPERATING CO	420 W MAIN AVE	Private Property	148770	3800	\$ 152,570.00	\$ 167.83
35184.2011	2	51	PAC OPERATING CO	ADDRESS UNKNOWN	Private Property	620	0	\$ 620.00	\$ 90.00
35184.2012	2	51	PAC OPERATING CO	418 W MAIN AVE	Private Property	474980	12900	\$ 487,880.00	\$ 536.67
35184.2013	2	51	LIBERTY PARTNERS	203 N WASHINGTON ST LIBERTY BLDG	Private Property	889800	5199300	\$ 6,089,100.00	\$ 6,698.01
35184.2201	4	59	JENSEN BYRD CO	317 W MAIN AVE	Private Property	260510	6200	\$ 266,710.00	\$ 186.70
35184.2202	4	59	DIAMOND PARKING INC	315 W MAIN AVE	Private Property	238870	5700	\$ 244,570.00	\$ 171.20
35184.2203	4	59	DIAMOND PARKING	329 W MAIN AVE	Private Property	238920	5700	\$ 244,620.00	\$ 171.23
35184.2204	4	59	ZH INVESTMENTS	331 W MAIN AVE	Private Property	119480	194200	\$ 313,680.00	\$ 219.58
35184.2205	4	59	KELLOGG, RICHARD E & SUSAN E	126 N WASHINGTON ST	Private Property	293230	171400	\$ 464,630.00	\$ 325.24
35184.2206	4	59	DIAMOND PARKING	116 N WASHINGTON ST	Private Property	128900	2100	\$ 131,000.00	\$ 91.70
35184.2207	4	61	LEGION LLC	108 N WASHINGTON ST LEGION BLDG	Private Property	286000	4510900	\$ 4,796,900.00	\$ 3,357.83
35184.2208	4	61	LEGION LLC	332 W RIVERSIDE AVE LEGION BLDG	Private Property	142940	5600	\$ 148,540.00	\$ 103.98
35184.2209	4	61	LEGION LLC	334 W RIVERSIDE AVE	Private Property	142940	5600	\$ 148,540.00	\$ 103.98
35184.2210	4	61	ROBERTS/BOTZ/SCHOEDEL/ETAL	324 W RIVERSIDE AVE	Private Property	238920	10400	\$ 249,320.00	\$ 174.52
35184.2211	4	61	JENSEN / BYRD CO	320 W RIVERSIDE AVE	Private Property	238870	228200	\$ 467,070.00	\$ 326.95
35184.2212	4	61	JENSEN BYRD CO	314 W RIVERSIDE AVE	Private Property	273900	342000	\$ 615,900.00	\$ 431.13
35184.2301	2	52	HILL, HILL & HILL LLC	405 W MAIN AVE HILL'S RESTAURANT	Private Property	270350	429100	\$ 699,450.00	\$ 769.40
35184.2302	2	53	BELLINGHAM CONDO INVESTMENTS LLC	115 N WASHINGTON ST JOCKEY CLUB BLDG	Private Property	157150	850900	\$ 1,008,050.00	\$ 1,108.86
35184.2303	2	52	ANNETTE SILVER	407 W MAIN AVE	Private Property	213800	173100	\$ 386,900.00	\$ 425.59
35184.2308	2	52	1889 BUILDING LLC	427 W MAIN AVE	Private Property	150250	821300	\$ 971,550.00	\$ 1,068.71
35184.2309	2	52	BESPIN HOLDINGS LLC	118 N STEVENS ST 118 BUILDING	Private Property	127400	955100	\$ 1,082,500.00	\$ 1,190.75
35184.2310	2	53	BURLESON ROAD INVESTMENTS LLC	422 W RIVERSIDE AVE USBANK BLDG	Private Property	712900	16453200	\$ 17,166,100.00	\$ 18,882.71

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35184.2311	2	53	BURLESON ROAD INVESTMENTS LLC	416 W RIVERSIDE AVE USBANK BLDG	Private Property	356150	143200	\$ 499,350.00	\$ 549.29
35184.2315	2	53	BURLESON ROAD INVESTMENTS LLC	428 W RIVERSIDE AVE USBANK BLDG	Private Property	1068550	117800	\$ 1,186,350.00	\$ 1,304.99
35184.2317	2	52	PBB INVESTMENTS LLC	419 W MAIN AVE	Private Property	720350	658100	\$ 1,378,450.00	\$ 1,516.30
35184.2407	1	47	RIVERSIDE 522 LLC	522 W RIVERSIDE AVE	Private Property	761820	4251300	\$ 5,013,120.00	\$ 5,514.43
35184.2408	1	47	518 W RIVERSIDE PARTNERS LLC	518 W RIVERSIDE AVE	Private Property	253900	702100	\$ 956,000.00	\$ 1,051.60
35184.2409	1	47	SAPPHIRE 50 LLC	516 W RIVERSIDE AVE	Private Property	253850	275800	\$ 529,650.00	\$ 582.62
35184.2412	1	47	PARKADE INC	511 W MAIN AVE PARKADE PLAZA	Private Property	152320	0	\$ 152,320.00	\$ 167.55
35184.2413	1	47	1953 BOX LLC	502 W RIVERSIDE AVE	Private Property	487600	604900	\$ 1,092,500.00	\$ 1,201.75
35184.2414	1	47	SURE WOULD LLC/1953 BOX LLC	112 N HOWARD ST	Private Property	67480	0	\$ 67,480.00	\$ 90.00
35184.2415	1	47	SURE WOULD LLC	508 W RIVERSIDE AVE	Private Property	701300	679200	\$ 1,380,500.00	\$ 1,518.55
35184.2416	1	47	BOTZ/SCHOEDEL/ETAL	511 W MAIN AVE PARKADE PLAZA	Private Property	2707380	4619100	\$ 7,326,480.00	\$ 8,059.13
35184.2501	1	41	MPL HOLDINGS, LLC	117 N HOWARD ST	Private Property	77280	515200	\$ 592,480.00	\$ 651.73
35184.2511	1	41	THOMAS A STIRITZ	120 N WALL ST THE ONE TWENTY	Private Property	262750	798800	\$ 1,061,550.00	\$ 1,167.71
35184.2513	1	41	STG MAIN LLC	601 W MAIN AVE CHASE	Private Property	1466700	16848200	\$ 18,314,900.00	\$ 20,146.39
35184.2514	1	42	BKWSPOKANE LLC	618 W RIVERSIDE AVE	Private Property	1693600	7270800	\$ 8,964,400.00	\$ 9,860.84
35184.2620	2	43	601 W RIVERSIDE LLC	601 W RIVERSIDE AVE BANK OF AMERICA FC	Private Property	3069100	35175500	\$ 38,244,600.00	\$ 42,069.06
35184.2701	2	48	FERNWELL ASSOCIATES INC	501 W RIVERSIDE AVE FERNWELL BLDG	Private Property	505290	3089100	\$ 3,594,390.00	\$ 3,953.83
35184.2703	2	48	JJM PROPERTIES	509 W RIVERSIDE AVE MOHAWK BLDG	Private Property	337960	8700	\$ 346,660.00	\$ 381.33
35184.2705	2	48	JJM PROPERTIES	516 W SPRAGUE AVE	Private Property	134180	3700	\$ 137,880.00	\$ 151.67
35184.2706	2	48	RIVERSIDE CENTRE LLC	518 W SPRAGUE AVE	Private Property	884690	24200	\$ 908,890.00	\$ 999.78
35184.2707	2	48	RIVERSIDE CENTRE LLC	2 N HOWARD ST	Private Property	301620	8800	\$ 310,420.00	\$ 341.46
35184.2708	2	48	JJM PROPERTIES	502 W SPRAGUE AVE	Private Property	550650	15400	\$ 566,050.00	\$ 622.66
35184.2709	2	48	JJM PROPERTIES	514 W SPRAGUE AVE	Private Property	119780	3200	\$ 122,980.00	\$ 135.28
35184.2710	2	48	JJM PROPERTIES	517 W RIVERSIDE AVE	Private Property	168620	4400	\$ 173,020.00	\$ 190.32
35184.2802	2	54	ARMSTRONG TRUST	402 W SPRAGUE AVE	Private Property	669700	542100	\$ 1,211,800.00	\$ 1,332.98
35184.2803	2	54	OLD NAT BK TRUST	416 W SPRAGUE AVE	Private Property	239800	5800	\$ 245,600.00	\$ 270.16
35184.2805	2	54	DIAMOND PARK INC	422 W SPRAGUE AVE	Private Property	359900	14100	\$ 374,000.00	\$ 411.40
35184.2806	2	54	DIAMOND PLAZA LLC	421 W RIVERSIDE AVE PAULSEN BLDG	Private Property	1421200	7736600	\$ 9,157,800.00	\$ 10,073.58
35184.2903	4	62	ERLING EIDE REV TRUST	319 W RIVERSIDE AVE	Private Property	300830	1565900	\$ 1,866,730.00	\$ 1,306.71
35184.2904	4	62	MORIARTY, MARION	326 W SPRAGUE AVE	Private Property	300890	8100	\$ 308,990.00	\$ 216.29
35184.2905	4	62	331-335 W RIVERSIDE AVE LLC	331 W RIVERSIDE AVE	Private Property	151200	3200	\$ 154,400.00	\$ 108.08
35184.2906	4	62	JOEL & JON DIAMOND LLC	330 W SPRAGUE AVE	Private Property	149740	4900	\$ 154,640.00	\$ 108.25
35184.2907	4	62	DIAMOND PARK INC	4 N WASHINGTON ST	Private Property	360130	11500	\$ 371,630.00	\$ 260.14
35185.4901	5	22	MORCA INVESTMENTS CO	621 W MALLON AVE, #UNIT 101 FLOUR MILL CONDOS	Private Property	111180	332600	\$ 443,780.00	\$ 310.65
35185.4908	5	22	O'BRIEN, TIMOTHY & RANDI K	621 W MALLON AVE, #UNIT 503 FLOUR MILL CONDOS	Private Property	9050	35700	\$ 44,750.00	\$ 90.00
35185.4909	5	22	LKG PROPERTIES	621 W MALLON AVE, #UNIT 505 FLOUR MILL CONDOS	Private Property	11780	44800	\$ 56,580.00	\$ 90.00
35185.4910	5	22	MAYKEN SPOKANE LLC	621 W MALLON AVE, #UNIT 507 FLOUR MILL CONDOS	Private Property	8910	22400	\$ 31,310.00	\$ 90.00
35185.4911	5	22	WJL LLC	621 W MALLON AVE, #UNIT 509 FLOUR MILL CONDOS	Private Property	52430	157000	\$ 209,430.00	\$ 146.60
35185.4912	5	22	MAYKEN SPOKANE LLC	621 W MALLON AVE, #UNIT 515 FLOUR MILL CONDOS	Private Property	12650	31100	\$ 43,750.00	\$ 90.00
35185.4913	5	22	JACKSON, CASEY	621 W MALLON AVE, #UNIT 600 FLOUR MILL CONDOS	Private Property	83160	79700	\$ 162,860.00	\$ 114.00
35185.4914	5	22	HARLAND, BRADLEY D & JODI L	621 W MALLON AVE, #UNIT 601 FLOUR MILL CONDOS	Private Property	20970	72700	\$ 93,670.00	\$ 90.00
35185.4915	5	22	DOWNTOWNDIGS LLC	621 W MALLON AVE, #603 FLOUR MILL CONDOS	Private Property	26870	141500	\$ 168,370.00	\$ 117.86
35185.4916	5	22	HARLAND, BRADLEY D & JODI L	621 W MALLON AVE, #UNIT 606 FLOUR MILL CONDOS	Private Property	14940	54800	\$ 69,740.00	\$ 90.00
35185.4917	5	22	DON L KELLEY / JERYL PHILLIPS - JTWROS	621 W MALLON AVE, #UNIT 607 FLOUR MILL CONDOS	Private Property	25850	95700	\$ 121,550.00	\$ 90.00
35185.4918	5	22	MURRAY, SCOTT M & KAYCEE	621 W MALLON AVE, #UNIT 608 FLOUR MILL CONDOS	Private Property	22260	72900	\$ 95,160.00	\$ 90.00
35185.4919	5	22	MENA, PAUL A F	621 W MALLON AVE, #UNIT 609 FLOUR MILL CONDOS	Private Property	9920	37600	\$ 47,520.00	\$ 90.00
35185.4920	5	22	MENA, PAUL A F	621 W MALLON AVE, #UNIT 610 FLOUR MILL CONDOS	Private Property	9480	36600	\$ 46,080.00	\$ 90.00
35185.4921	5	22	FLOUR MILL BLDG CONDO ASSOC	621 W MALLON AVE, #UNIT 21 FLOUR MILL CONDOS	Private Property	0	27200	\$ 27,200.00	\$ 90.00

# Downtown Improvement District Property Assessment Roll



35185.4923	5	22	MORCA INVESTMENTS CO	621 W MALLON AVE, #UNIT 100 FLOUR MILL CONDOS	Private Property	10050	18200	\$ 28,250.00	\$ 90.00
35185.4924	5	22	OFFICE SPACE LLC	621 W MALLON AVE, #UNIT 501 FLOUR MILL CONDOS	Private Property	3890	16400	\$ 20,290.00	\$ 90.00
35185.4925	5	22	OFFICE SPACE LLC	621 W MALLON AVE, #UNIT 502 FLOUR MILL CONDOS	Private Property	5030	21700	\$ 26,730.00	\$ 90.00
35185.4926	5	22	MAYKEN SPOKANE LLC	621 W MALLON AVE, #UNIT 514 FLOUR MILL CONDOS	Private Property	10340	24000	\$ 34,340.00	\$ 90.00
35185.4927	5	22	MORCA INVESTMENTS CO	621 W MALLON AVE, #102 FLOUR MILL CONDOS	Private Property	0	51100	\$ 51,100.00	\$ 90.00
35185.4928	5	22	MORCA INVESTMENTS CO	621 W MALLON AVE, #UNIT 234 FLOUR MILL CONDOS	Private Property	987650	2647600	\$ 3,635,250.00	\$ 2,544.68
35191.0012	2	56	DIAMOND PARK INC	331 W 1ST AVE	Private Property	420260	60000	\$ 480,260.00	\$ 528.29
35191.0014	2	56	BNSF RAILROAD	UNKNOWN	Private Property	1603540	0	\$ 1,603,540.00	\$ 1,763.89
35191.0015	2	56	CITY OF SPOKANE	221 W 1ST AVE	Government	1584730	0	\$ 1,584,730.00	\$ 1,267.78
35191.0016	2	56	CITY OF SPOKANE	221 W 1ST AVE	Government	0	1592000	\$ 1,592,000.00	\$ 1,273.60
35191.1907	2	44	HOWSER, MARTIN/KENNETH	601 W SPRAGUE AVE	Private Property	221180	0	\$ 221,180.00	\$ 243.30
35191.2001	2	49	SYMONS BUILDING LLC	9 S HOWARD ST	Private Property	651000	723500	\$ 1,374,500.00	\$ 1,511.95
35191.2101	2	55	B & H ENTERPRISES LLC #1	425 W SPRAGUE AVE	Private Property	468940	215800	\$ 684,740.00	\$ 753.21
35191.2102	2	55	B & H ENTERPRISES LLC #1	415 W SPRAGUE AVE	Private Property	192000	172000	\$ 364,000.00	\$ 400.40
35191.2103	2	55	B & H ENTERPRISES LLC #1	418 W 1ST AVE	Private Property	60000	86300	\$ 146,300.00	\$ 160.93
35191.2104	2	55	DIAMOND PARKING INC	401 W SPRAGUE AVE	Private Property	616130	10100	\$ 626,230.00	\$ 688.85
35191.2202	4	64	SPOKANE TEACHERS CREDIT UNION	333 W SPRAGUE AVE	Private Property	333250	451400	\$ 784,650.00	\$ 549.26
35191.2203	4	64	SDS WENATCHEE, LLC	319 W SPRAGUE AVE	Private Property	71690	200900	\$ 272,590.00	\$ 190.81
35191.2205	4	64	SDS WENATCHEE LLC	315 W SPRAGUE AVE	Private Property	114480	258600	\$ 373,080.00	\$ 261.16
35191.2207	4	64	DIAMOND FAMILY INVESTMENT	309 W SPRAGUE AVE	Private Property	128000	5500	\$ 133,500.00	\$ 93.45
35191.2208	4	64	LORRAINE LLC	308 W 1ST AVE LORRAINE BLDG	Private Property	69380	920900	\$ 990,280.00	\$ 693.20
35191.2211	4	64	SPOKANE TEACHERS CREDIT UNION	314 W 1ST AVE	Private Property	172270	5500	\$ 177,770.00	\$ 124.44
35191.2212	4	64	SPOKANE PARKING LOT LLC	303 W SPRAGUE AVE	Private Property	289040	12600	\$ 301,640.00	\$ 211.15
35191.2301	2	56	STEWART BUILDING LLC	427 W 1ST AVE	Private Property	54590	352200	\$ 406,790.00	\$ 447.47
35191.2302	2	56	INLAND EMPIRE PROPERTIES LLC	101 S STEVENS ST	Private Property	55780	231900	\$ 287,680.00	\$ 316.45
35191.2305	2	56	CHALARDSOONTORNVALEE, R	411 W 1ST AVE	Private Property	94660	653500	\$ 748,160.00	\$ 822.98
35191.2401	2	50	BLACK ENTERPRISES	521 W 1ST AVE	Private Property	446300	1163200	\$ 1,609,500.00	\$ 1,770.45
35191.2403	2	49	WASHINGTON TRUST BANK	501 W 1ST AVE	Private Property	915460	1639900	\$ 2,555,360.00	\$ 2,810.90
35191.2505	2	45	INLAND NORTHWEST HEALTH SERVICES	UNKNOWN	Private Property	703010	3320700	\$ 4,023,710.00	\$ 4,426.08
35191.5511	2	56	EVERGREEN PARKING	119 S STEVENS ST	Private Property	273490	786700	\$ 1,060,190.00	\$ 1,166.21
35191.5517	2	45	KENNETH W BROOKS TRUST	121 S WALL ST ATRIUM BLDG	Private Property	42890	157400	\$ 200,290.00	\$ 220.32
35191.5518	2	45	BROOKS, KENNETH	123 S WALL ST ATRIUM BLDG	Private Property	250990	280400	\$ 531,390.00	\$ 584.53
35191.5521	2	50	KEMESA, LLC	119 S HOWARD ST	Private Property	361780	168000	\$ 529,780.00	\$ 582.76
35191.5523	2	50	WASHINGTON TRUST BANK	124 S STEVENS ST RIDPATH	Private Property	250730	13500	\$ 264,230.00	\$ 290.65
35191.5524	2	49	WASHINGTON TRUST BANK	118 S STEVENS ST	Private Property	186230	10000	\$ 196,230.00	\$ 215.85
35192.0101	3	82	BUENA VISTA SPOKANE LLC	5 S CEDAR ST	Private Property	49410	484400	\$ 533,810.00	\$ 373.67
35192.0102	3	82	BUENA VISTA SPOKANE LLC	11 S CEDAR ST BUENA VISTA	Private Property	49410	472500	\$ 521,910.00	\$ 365.34
35192.0103	3	82	STULC PROPERTY INVESTMENTS LLC	1318 W 1ST AVE	Private Property	98810	442100	\$ 540,910.00	\$ 378.64
35192.0104	3	82	STULC PROPERTY INVESTMENTS LLC	1312 W 1ST AVE	Private Property	98810	405000	\$ 503,810.00	\$ 352.67
35192.0107	3	82	CITY OF SPOKANE	10 S ADAMS ST	Private Property	472750	0	\$ 472,750.00	\$ 330.93
35192.0205	3	80	KHQ INC	1201 W SPRAGUE AVE	Private Property	0	4820300	\$ 4,820,300.00	\$ 3,374.21
35192.0206	3	81	COWLES PUBLISHING CO	1201 W SPRAGUE AVE	Private Property	592880	0	\$ 592,880.00	\$ 415.02
35192.0301	3	77	COWLES PUBLISHING CO	1125 W SPRAGUE AVE	Private Property	296440	77400	\$ 373,840.00	\$ 261.69
35192.0302	3	77	COWLES PUBLISHING CO	1103 W SPRAGUE AVE	Private Property	148220	195700	\$ 343,920.00	\$ 240.74
35192.0303	3	77	COWLES PUBLISHING CO	1108 W 1ST AVE	Private Property	148220	15900	\$ 164,120.00	\$ 114.88
35192.0401	2	8	NEW FOX THEATER LLC	ADDRESS UNKNOWN	Private Property	197630	9000	\$ 206,630.00	\$ 227.29
35192.0404	2	8	NEW FOX THEATER LLC	1001 W SPRAGUE AVE	Non-Profit	988130	3808400	\$ 4,796,530.00	\$ 5,276.18
35192.0507	2	18	GVD COMMERCIAL PROPERTIES INC	901 W SPRAGUE AVE THE MET	Private Property	259250	588000	\$ 847,250.00	\$ 931.98

# Downtown Improvement District Property Assessment Roll



35192.0508	2	18	WESTERN UNITED LIFE ASSURANCE	902 W 1ST AVE WESTERN CENTER	Private Property	213500	767700	\$ 981,200.00	\$ 1,079.32
35192.0509	2	18	WESTERN UNITED LIFE ASSURANCE	929 W SPRAGUE AVE WESTERN CENTER	Private Property	945500	3881200	\$ 4,826,700.00	\$ 5,309.37
35192.0708	2	37	WASHINGTON TRUST FINANCIAL CENTER	717 W SPRAGUE AVE	Private Property	1694700	16758300	\$ 18,453,000.00	\$ 20,298.30
35192.0803	2	38	PYROTEK INC	705 W 1ST AVE	Private Property	613510	3766600	\$ 4,380,110.00	\$ 4,818.12
35192.0901	2	30	SPS INN, L.P.	827 W 1ST AVE COURTYARD OFFICE CENTER	Private Property	354930	1426000	\$ 1,780,930.00	\$ 1,959.02
35192.0902	2	30	SPS INN, L.P.	819 W 1ST AVE	Private Property	118310	0	\$ 118,310.00	\$ 130.14
35192.0903	2	31	SPS INN LP	817 W 1ST AVE	Private Property	295670	11200	\$ 306,870.00	\$ 337.56
35192.1001	2	19	BARNETT PROPERTIES, INC.	927 W 1ST AVE	Private Property	159240	8900	\$ 168,140.00	\$ 184.95
35192.1002	2	19	BARNETT PROPERTIES, INC.	923 W 1ST AVE	Private Property	159220	21500	\$ 180,720.00	\$ 198.79
35192.1003	2	19	BARNETT PROPERTIES INC	917 W 1ST AVE	Private Property	159200	197600	\$ 356,800.00	\$ 392.48
35192.1004	2	19	BARNETT PROPERTIES, INC	911 W 1ST AVE	Private Property	159180	213800	\$ 372,980.00	\$ 410.28
35192.1005	2	19	GVD COMMERCIAL PROPERTIES, INC	909 W 1ST AVE	Private Property	98990	629900	\$ 728,890.00	\$ 801.78
35192.1101	2	9	NEW MADISON LLC	1021 W 1ST AVE MADISON APTS	Private Property	237230	3227100	\$ 3,464,330.00	\$ 3,810.76
35192.1102	2	9	GVD PARTNERS LP	1017 W 1ST AVE	Private Property	79700	575500	\$ 655,200.00	\$ 720.72
35192.1103	2	9	GVD PARTNERS LP	1011 W 1ST AVE RAILSIDE CENTER	Private Property	118570	528700	\$ 647,270.00	\$ 712.00
35192.1201	3	78	YELLOW DOOR PROPERTIES LLC	115 S JEFFERSON ST NORMAN HOTEL	Private Property	99280	588400	\$ 687,680.00	\$ 481.38
35192.1202	3	78	YELLOW DOOR PROPERTIES LLC	1121 W 1ST AVE NORMAN HOTEL	Private Property	99270	302900	\$ 402,170.00	\$ 281.52
35192.1204	3	78	110 S MADISON REALTY LLC	110 S MADISON ST	Private Property	237370	987900	\$ 1,225,270.00	\$ 857.69
35192.1209	3	78	DANTECH LLC	1111 W 1ST AVE COMMERCIAL BUILDING	Private Property	153000	1585800	\$ 1,738,800.00	\$ 1,217.16
35192.1210	3	78	110 S MADISON REALTY LLC	1118 W RAILROAD AVE	Private Property	24900	100	\$ 25,000.00	\$ 90.00
35192.1301	3	81	CGL PROPERTIES LLC	1229 W 1ST AVE	Private Property	99410	226900	\$ 326,310.00	\$ 228.42
35192.1302	3	81	MIKALSON, JOFREDA H	1223 W 1ST AVE	Private Property	99400	3200	\$ 102,600.00	\$ 90.00
35192.1303	3	81	MIKALSON, JOFREDA H	1217 W 1ST AVE	Private Property	99390	321600	\$ 420,990.00	\$ 294.69
35192.1304	3	81	LEGION INVESTMENTS LLC	1209 W 1ST AVE	Private Property	198720	516400	\$ 715,120.00	\$ 500.58
35192.1401	3	83	ELDRIDGE BUILDING LLC	1319 W 1ST AVE ELDRIDGE BLDG	Private Property	199050	763300	\$ 962,350.00	\$ 673.65
35192.1402	3	83	ELDRIDGE BUILDING LLC	1313 W 1ST AVE	Private Property	99500	6600	\$ 106,100.00	\$ 90.00
35192.1403	3	83	CGL PROPERTIES LLC	1307 W 1ST AVE	Private Property	198950	666700	\$ 865,650.00	\$ 605.96
35192.5322	2	19	CHANDLER, ROBERT K. & ANNA O.	118 S LINCOLN ST	Private Property	75020	156500	\$ 231,520.00	\$ 254.67
35192.5323	2	19	VIC B. LINDEN	122 S LINCOLN ST	Private Property	35780	56500	\$ 92,280.00	\$ 101.51
35192.5324	2	19	121 MONROE LLC	121 S MONROE ST	Private Property	465940	29300	\$ 495,240.00	\$ 544.76
35192.5327	3	81	PACIFIC PAK	124 S JEFFERSON ST	Private Property	39880	73800	\$ 113,680.00	\$ 90.00
35192.5328	3	81	PACIFIC PAK INC	1204 W RAILROAD AVE	Private Property	39880	53900	\$ 93,780.00	\$ 90.00
35192.5329	3	81	PACIFIC PAK INC	124 S JEFFERSON ST	Private Property	39880	56800	\$ 96,680.00	\$ 90.00
35192.5330	2	31	STEAM PLANT SQUARE	126 S POST ST	Private Property	203300	13400	\$ 216,700.00	\$ 238.37
35192.5331	2	31	STEAM PLANT SQUARE	121 S LINCOLN ST	Private Property	203870	13400	\$ 217,270.00	\$ 239.00
35192.5333	3	78	BARTON PROPERTIES, LLC	119 S JEFFERSON ST	Private Property	264500	436300	\$ 700,800.00	\$ 490.56
35192.5335	3	83	CGL PROPERTIES LLC	116 S ADAMS ST	Private Property	112010	28800	\$ 140,810.00	\$ 98.57
35192.5336	2	38	124 S WALL STREET PARTNERS LLC	124 S WALL ST	Private Property	179710	501200	\$ 680,910.00	\$ 749.00
35192.5337	3	83	ELDRIDGE BUILDING LLC	121 S CEDAR ST	Private Property	76130	5700	\$ 81,830.00	\$ 90.00
35192.5350	2	9	GVD PARTNERS LP	121 S MADISON ST	Private Property	65370	9800	\$ 75,170.00	\$ 90.00
35192.5354	2	9	EVESHAM LLC	122 S MONROE ST ELECTRIC BUILDING	Private Property	82120	589000	\$ 671,120.00	\$ 738.23
35192.5355	2	9	GVD PARTNERS LP	1020 W RAILROAD AVE RAILSIDE CENTER	Private Property	71940	11400	\$ 83,340.00	\$ 91.67
35192.5357	2	9	EVESHAM LLC	1012 W RAILROAD AVE RAILSIDE CENTER	Private Property	52970	478100	\$ 531,070.00	\$ 584.18
									<b>\$ 547,900.80</b>

# Downtown Improvement District Tenant Assessment Roll



Zone	Block	Business Name	Business/Property Address	Description	Units	Value	Total Assessment
2	51	ALSC Architects	203 N Washington, #400 Liberty Bldg	Office Upper	14,707	\$ 1,176.56	\$ 1,176.56
4	64	Jaime Johnson Events	335 W Sprague Ave, #121 Hutton Bldg	Retail Ground	340	\$ 90.00	\$ 90.00
5	24	Umpqua Bank	111 W North River Dr, #206 River's Edge Bldg	Office Upper	5,009	\$ 350.63	\$ 350.63
2	51	Ampco Parking	Spokane Falls Blvd & Stevens St	Commercial Parking	151	\$ 377.50	\$ 377.50
4	59	Diamond Parking	311 W Main Ave	Commercial Parking	101	\$ 202.00	\$ 202.00
2	54	Cadable	421 W Riverside Ave, #902 Paulsen Center	Office Upper	1,218	\$ 97.44	\$ 97.44
4	59	Express Employment Professionals	331 W Main Ave	Office Upper	276	\$ 19.32	
				Office Ground	1,200	\$ 108.00	\$ 127.32
2	51	Auntie's Bookstore	402 W Main Ave, #1st Fl Liberty Bldg	Retail Ground	8,159	\$ 979.08	\$ 979.08
3	85	Automotive Jobber Supply	125 S Walnut St	Retail Ground	900	\$ 90.00	
				Office Ground	16,000	\$ 1,440.00	\$ 1,530.00
2	50	Bozzi Media	107 S Howard St, #205 Tomlinson Black Building	Office Upper	2,688	\$ 215.04	\$ 215.04
2	43	BDO USA LLP	601 W Riverside Ave, #900 Bank Of America FC	Office Upper	9,446	\$ 755.68	\$ 755.68
1	34	Hi-Tek Nails	707 W Main Ave, #B7 Crescent Court	Retail Skywalk	1,921	\$ 422.62	\$ 422.62
2	29	Nudo	818 W Sprague Ave Mystery Bldg	Retail Ground	2,000	\$ 240.00	\$ 240.00
5	22	Queen of Sheba	621 W Mallon Ave, #426 Flour Mill	Retail Ground	1,009	\$ 100.90	\$ 100.90
1	26	Bloem- Chocolates, Flowers, Paperie	808 W Main Ave, #237 RPS	Retail Skywalk	1,843	\$ 405.46	\$ 405.46
5	22	Axtell & Briggs PLLC	621 W Mallon Ave, #509 Flour Mill	Office Upper	2,257	\$ 157.99	\$ 157.99
2	54	Daily Grind Downtown	421 W Riverside Ave, #207 Paulsen Center	Retail Skywalk	840	\$ 100.80	\$ 100.80
2	52	Nectar Catering and Events	120 N Stevens St	Retail Basement	600	\$ 48.00	
				Retail Ground	1,800	\$ 216.00	\$ 264.00
3	82	Buena Vista Apts	11 S Cedar St Buena Vista	Apartments	41	\$ 123.00	\$ 123.00
2	09	Studio Called Make	122 S Monroe St, #204 Railside Center	Office Upper	1,800	\$ 144.00	\$ 144.00
4	64	NW Investment Advisors	9 S Washington St, #210 Hutton Bldg	Office Upper	1,400	\$ 98.00	\$ 98.00
2	54	Steven A. Meek Architects	421 W Riverside Ave, #412 Paulsen Center	Office Upper	2,430	\$ 194.40	\$ 194.40
2	19	Carr Electric Sales	919 W 1st Ave	Retail Ground	2,723	\$ 326.76	
				Office Upper	1,000	\$ 80.00	\$ 406.76
2	54	The Levy Law Firm PLLC	421 W Riverside Ave, #381 Paulsen Center	Office Upper	305	\$ 90.00	\$ 90.00
2	44	Rainbow Connection Daycare	621 W Sprague Ave.	Office Ground	6,128	\$ 674.08	\$ 674.08
2	55	Satellite Diner and Lounge	425 W Sprague Ave	Retail Ground	4,400	\$ 528.00	\$ 528.00
2	55	Spokane City Ramp LLC	430 W 1st Ave	Commercial Parking	225	\$ 562.50	\$ 562.50
5	22	Clinkerdagger	621 W Mallon Ave, #404 Flour Mill	Retail Ground	8,262	\$ 826.20	\$ 826.20
1	46	Coeur d'Alene Plaza Apts.	228 N Howard St, #300	Apartments	64	\$ 256.00	\$ 256.00
1	41	Washington Trust Bank Home Loans	601 W Main Ave, #1400 Chase	Office Upper	10,556	\$ 950.04	\$ 950.04
4	72	Lions Lair	205 W Riverside Ave Havermale Park	Retail Ground	1,400	\$ 140.00	\$ 140.00
2	43	Merrill Lynch, Pierce, Fenner & Smith Inc	601 W Riverside Ave, #300 Bank Of America FC	Office Upper	18,477	\$ 1,478.16	\$ 1,478.16
2	36	USA Heart Inc	10 N Post St, #642 & 644 Peyton Bldg	Office Upper	1,104	\$ 90.00	\$ 90.00
2	45	Conrad C Lysiak PS	601 W 1st Ave, #903 Wells Fargo FC	Office Upper	1,727	\$ 138.16	\$ 138.16

# Downtown Improvement District Tenant Assessment Roll



Zone	Block	Business Name	Business/Property Address	Description	Units	Value	Total Assessment
2	51	ALSC Architects	203 N Washington, #400 Liberty Bldg	Office Upper	14,707	\$ 1,176.56	\$ 1,176.56
4	64	Jaime Johnson Events	335 W Sprague Ave, #121 Hutton Bldg	Retail Ground	340	\$ 90.00	\$ 90.00
5	24	Umpqua Bank	111 W North River Dr, #206 River's Edge Bldg	Office Upper	5,009	\$ 350.63	\$ 350.63
2	51	Ampco Parking	Spokane Falls Blvd & Stevens St	Commercial Parking	151	\$ 377.50	\$ 377.50
4	59	Diamond Parking	311 W Main Ave	Commercial Parking	101	\$ 202.00	\$ 202.00
2	54	Cadable	421 W Riverside Ave, #902 Paulsen Center	Office Upper	1,218	\$ 97.44	\$ 97.44
4	59	Express Employment Professionals	331 W Main Ave	Office Upper	276	\$ 19.32	
				Office Ground	1,200	\$ 108.00	\$ 127.32
2	51	Auntie's Bookstore	402 W Main Ave, #1st Fl Liberty Bldg	Retail Ground	8,159	\$ 979.08	\$ 979.08
3	85	Automotive Jobber Supply	125 S Walnut St	Retail Ground	900	\$ 90.00	
				Office Ground	16,000	\$ 1,440.00	\$ 1,530.00
2	50	Bozzi Media	107 S Howard St, #205 Tomlinson Black Building	Office Upper	2,688	\$ 215.04	\$ 215.04
2	43	BDO USA LLP	601 W Riverside Ave, #900 Bank Of America FC	Office Upper	9,446	\$ 755.68	\$ 755.68
1	34	Hi-Tek Nails	707 W Main Ave, #B7 Crescent Court	Retail Skywalk	1,921	\$ 422.62	\$ 422.62
2	29	Nudo	818 W Sprague Ave Mystery Bldg	Retail Ground	2,000	\$ 240.00	\$ 240.00
5	22	Queen of Sheba	621 W Mallon Ave, #426 Flour Mill	Retail Ground	1,009	\$ 100.90	\$ 100.90
1	26	Bloem- Chocolates, Flowers, Paperie	808 W Main Ave, #237 RPS	Retail Skywalk	1,843	\$ 405.46	\$ 405.46
5	22	Axtell & Briggs PLLC	621 W Mallon Ave, #509 Flour Mill	Office Upper	2,257	\$ 157.99	\$ 157.99
2	54	Daily Grind Downtown	421 W Riverside Ave, #207 Paulsen Center	Retail Skywalk	840	\$ 100.80	\$ 100.80
2	52	Nectar Catering and Events	120 N Stevens St	Retail Basement	600	\$ 48.00	
				Retail Ground	1,800	\$ 216.00	\$ 264.00
3	82	Buena Vista Apts	11 S Cedar St Buena Vista	Apartments	41	\$ 123.00	\$ 123.00
2	09	Studio Called Make	122 S Monroe St, #204 Railside Center	Office Upper	1,800	\$ 144.00	\$ 144.00
4	64	NW Investment Advisors	9 S Washington St, #210 Hutton Bldg	Office Upper	1,400	\$ 98.00	\$ 98.00
2	54	Steven A. Meek Architects	421 W Riverside Ave, #412 Paulsen Center	Office Upper	2,430	\$ 194.40	\$ 194.40
2	19	Carr Electric Sales	919 W 1st Ave	Retail Ground	2,723	\$ 326.76	
				Office Upper	1,000	\$ 80.00	\$ 406.76
2	54	The Levy Law Firm PLLC	421 W Riverside Ave, #381 Paulsen Center	Office Upper	305	\$ 90.00	\$ 90.00
2	44	Rainbow Connection Daycare	621 W Sprague Ave.	Office Ground	6,128	\$ 674.08	\$ 674.08
2	55	Satellite Diner and Lounge	425 W Sprague Ave	Retail Ground	4,400	\$ 528.00	\$ 528.00
2	55	Spokane City Ramp LLC	430 W 1st Ave	Commercial Parking	225	\$ 562.50	\$ 562.50
5	22	Clinkerdagger	621 W Mallon Ave, #404 Flour Mill	Retail Ground	8,262	\$ 826.20	\$ 826.20
1	46	Coeur d'Alene Plaza Apts.	228 N Howard St, #300	Apartments	64	\$ 256.00	\$ 256.00
1	41	Washington Trust Bank Home Loans	601 W Main Ave, #1400 Chase	Office Upper	10,556	\$ 950.04	\$ 950.04
4	72	Lions Lair	205 W Riverside Ave Havermale Park	Retail Ground	1,400	\$ 140.00	\$ 140.00
2	43	Merrill Lynch, Pierce, Fenner & Smith Inc	601 W Riverside Ave, #300 Bank Of America FC	Office Upper	18,477	\$ 1,478.16	\$ 1,478.16
2	36	USA Heart Inc	10 N Post St, #642 & 644 Peyton Bldg	Office Upper	1,104	\$ 90.00	\$ 90.00
2	45	Conrad C Lysiak PS	601 W 1st Ave, #903 Wells Fargo FC	Office Upper	1,727	\$ 138.16	\$ 138.16

# Downtown Improvement District Tenant Assessment Roll



2	43	New York Life Insurance	601 W Riverside Ave, #1600 Bank Of America FC	Office Upper	10,308	\$	824.64	\$	824.64
5	22	XS Wholesale Jewelers	621 W Mallon Ave, #422 Flour Mill	Retail Ground	600	\$	90.00	\$	90.00
2	17	CH2M Hill Inc	999 W Riverside Ave, #500	Office Upper	6,222	\$	497.76	\$	497.76
2	17	Terra Blanca Winery	926 W Sprague Ave, #101 Chronicle Bldg	Retail Ground	1,737	\$	208.44	\$	208.44
3	77	Cowles Publishing Co.	1103 W Sprague Ave.	Office Ground	9,715	\$	874.35	\$	874.35
2	7	Cowles Publishing Co.	1010 W Sprague Ave	Commercial Parking	276	\$	690.00	\$	690.00
5	22	American Fidelity Assurance	621 W Mallon Ave, #301 Flour Mill	Office Ground	1,279	\$	115.11	\$	115.11
2	54	Republic Services Regional Disposal	421 W Riverside Ave, #1040 Paulsen Center	Office Upper	645	\$	90.00	\$	90.00
5	22	Clinkerdagger	621 W Mallon Ave, #401 & #201 Flour Mill	Retail Ground	407	\$	40.70		
				Retail Ground	707	\$	70.70	\$	111.40
2	43	Crickets Deli	601 W Riverside Ave, #210 Bank Of America FC	Retail Skywalk	2,465	\$	295.80	\$	295.80
4	69	Cruz Custom Boots	209 W Main Ave	Retail Ground	120	\$	90.00	\$	90.00
1	28	Moloney & O'Neill / Corkery & Jones Benefits	818 W Riverside Ave, #650 Lincoln Plaza	Office Upper	4,536	\$	408.24	\$	408.24
1	41	RBC Capital Markets Corporation	601 W Main Ave, #1215 Chase	Office Upper	4,631	\$	416.79	\$	416.79
2	54	Action Coach	421 W Riverside Ave, #1015 Paulsen Center	Office Upper	714	\$	90.00	\$	90.00
4	62	Dania Furniture	319 W Riverside Ave	Retail Ground	12,800	\$	1,280.00		
				Retail Ground	42,200	\$	4,220.00	\$	5,500.00
1	39	Wheatland Bank	222 N Wall St, #308 Wheatland FC	Office Upper	11,714	\$	1,054.26	\$	1,054.26
2	53	Asset Planning & Management	422 W Riverside Ave, #722 USBank Bldg	Office Upper	2,397	\$	191.76	\$	191.76
1	34	Sweet Law Group LLC	707 W Main Ave, #B1 Crescent Court	Office Skywalk	2,754	\$	330.48	\$	330.48
5	24	WIPFLI LLP	201 W North River Dr, #400 RLH Bldg	Office Upper	1,089	\$	76.23		
				Office Upper	6,163	\$	431.41	\$	507.64
1	41	Delay, Curran, Thompson & Pontarolo	601 W Main Ave, #1212 Chase	Office Upper	3,295	\$	296.55	\$	296.55
2	19	GVD Commercial Properties	909 W 1st Ave, #B	Retail Upper	2,000	\$	160.00	\$	160.00
5	22	Republic Parking	620 W Mallon Ave	Commercial Parking	211	\$	422.00	\$	422.00
4	66	Diamond Parking 2220	235 W Spokane Falls Blvd	Commercial Parking	190	\$	380.00	\$	380.00
3	79	NAC Architecture	1208 W Sprague Ave	Commercial Parking	42	\$	90.00	\$	90.00
2	31	Diamond Parking 2235	126 S Post St	Commercial Parking	150	\$	375.00	\$	375.00
5	13	Diamond Parking	709-711 N Lincoln St	Commercial Parking	130	\$	260.00	\$	260.00
1	46	Chronic Tacos	524 W Main Ave Bennett Block	Retail Ground	2,048	\$	450.56	\$	450.56
1	34	Travelers Property Casulty	707 W Main Ave, #703 Crescent Court	Exempt	3,094	\$	-	\$	-
1	47	Dodson's Jewelers	516 W Riverside Ave	Retail Ground	3,400	\$	748.00	\$	748.00
2	37	Domini Sandwiches Inc	703 W Sprague Ave WTFC	Retail Ground	1,742	\$	209.04	\$	209.04
2	54	Gregory J Workland	421 W Riverside Ave, #673 Paulsen Center	Office Upper	451	\$	90.00	\$	90.00
2	45	Donald Trail Architect	123 S Wall St, Atrium Bldg	Office Ground	350	\$	90.00	\$	90.00
2	45	Roan Associates Inc	121 S Wall St, Atrium Bldg	Office Upper	1,250	\$	100.00		
				Office Ground	2,500	\$	275.00		
				Office Upper	3,090	\$	247.20	\$	622.20
2	53	Mike Wren / Chris Brandkamp	422 W Riverside Ave, #909 USBank Bldg	Office Upper	883	\$	90.00	\$	90.00
2	54	Murray, Smith & Associates	421 W Riverside Ave, #762 Paulsen Center	Office Upper	1,462	\$	116.96	\$	116.96



# Downtown Improvement District Tenant Assessment Roll



2	54	Parke Gordon, LLC	421 W Riverside Ave, #1050 Paulsen Center	Office Upper	340	\$ 90.00	\$ 90.00
2	29	Patit Creek Cellars	822 W Sprague Ave Michael Bldg	Retail Ground	1,543	\$ 185.16	\$ 185.16
2	54	Downtown Dental	421 W Riverside Ave, #810 Paulsen Center	Office Upper	1,725	\$ 138.00	
				Office Upper	295	\$ 23.60	\$ 161.60
2	54	JMK & Associates	421 W Riverside Ave, #524 Paulsen Center	Office Upper	2,311	\$ 184.88	\$ 184.88
2	54	Rushall, Reitol & Randall	421 W Riverside Ave, #864 Paulsen Center	Office Upper	378	\$ 90.00	\$ 90.00
5	3	Dresden Group LLC	707 N Monroe St	Apartments	28	\$ 90.00	\$ 90.00
2	54	Patrick Downey Attorney at Law	421 W Riverside Ave, #275B Paulsen Center	Office Upper	190	\$ 90.00	\$ 90.00
2	52	Madeleine's	415 W Main Ave, #103	Retail Ground	3,046	\$ 365.52	\$ 365.52
4	64	STCU - Investment Services	9 S Washington St, #105 Hutton Bldg	Exempt	900	\$ -	\$ -
3	79	Myrtle Apartments	1214 W Sprague Ave	Apartments	18	\$ 90.00	\$ 90.00
5	3	Cedar Coffee	701 N Monroe St Dresden Bldg	Retail Ground	1,100	\$ 110.00	\$ 110.00
1	32	John F Kapek	221 N Wall St, #438 Old City Hall	Office Upper	853	\$ 90.00	\$ 90.00
2	52	Hills' Restaurant and Lounge	401 W Main Ave	Retail Ground	5,400	\$ 648.00	\$ 648.00
4	64	Anastasi Moore & Martin LLC	9 S Washington St, #600 Hutton Bldg	Office Upper	8,600	\$ 602.00	\$ 602.00
1	28	Dorendorf & Associates PS	818 W Riverside Ave, #620 Lincoln Plaza	Office Upper	1,626	\$ 146.34	\$ 146.34
2	54	Nalco Chemical Company	421 W Riverside Ave, #770 Paulsen Center	Office Upper	459	\$ 36.72	
				Office Upper	1,316	\$ 105.28	\$ 142.00
2	54	Cameron Sutherland, PLLC	421 W Riverside Ave, #660 Paulsen Center	Office Upper	1,212	\$ 96.96	\$ 96.96
2	53	Erickson's Optical Labs Inc - Eye Clinic	422 W Riverside Ave, #730 USBank Bldg	Office Upper	1,369	\$ 109.52	\$ 109.52
2	54	Law Office of Charles V. Carroll	421 W Riverside Ave, #960 Paulsen Center	Office Upper	3,081	\$ 246.48	\$ 246.48
2	45	Europa Restaurant & Bakery	125 S Wall St Atrium Bldg	Retail Ground	4,006	\$ 480.72	\$ 480.72
1	28	Evans, Craven & Lackie PS	818 W Riverside Ave, #250 Lincoln Plaza	Office Upper	9,613	\$ 865.17	\$ 865.17
3	79	WS Property Management Parking	1218 W Sprague Ave	Commercial Parking	25	\$ 90.00	\$ 90.00
4	59	The Eye Care Team	126 N Washington St, #A Orsi Bldg	Retail Ground	4,500	\$ 450.00	\$ 450.00
4	61	Bohrnsen Smith Stocker Luciani PLLC	312 W Riverside Ave Morgan	Office Upper	1,675	\$ 117.25	\$ 117.25
1	28	Corkery & Jones Benefits, Inc	818 W Riverside Ave, #100 Lincoln Plaza	Office Ground	2,700	\$ 324.00	\$ 324.00
2	54	Paulsen Center Management / West & Wheeler	421 W Riverside Ave, #204 Paulsen Center	Office Skywalk	1,421	\$ 156.31	\$ 156.31
3	81	4 Degrees Realty	1209 W 1st Ave	Office Ground	3,600	\$ 324.00	\$ 324.00
2	54	Gobel Law Office PLLC	421 W Riverside Ave, #906 Paulsen Center	Exempt	380	\$ -	\$ -
2	54	Feltman, Gebhart & Greer PS	421 W Riverside Ave, #1600 Paulsen Center	Office Upper	400	\$ 32.00	
				Office Upper	4,855	\$ 388.40	\$ 420.40
2	48	Fernwell Executive Suites	505 W Riverside Ave, #500 Fernwell Bldg	Office Upper	9,058	\$ 724.64	\$ 724.64
1	41	Fireman's Fund Insurance Co	601 W Main Ave, #1010 Chase	Office Upper	6,107	\$ 549.63	
				Office Upper	1,069	\$ 96.21	
				Office Upper	748	\$ 67.32	\$ 713.16
1	47	WEB Properties	522 W Riverside Ave, #6th Floor Fidelity Bldg	Office Upper	2,580	\$ 232.20	\$ 232.20
5	24	McGann Corp (Arby's)	201 W North River Dr, #360 RLH Bldg	Office Upper	1,228	\$ 90.00	\$ 90.00
3	83	Rocket Bakery	1325 W 1st Ave, #101 Eldridge Bldg	Retail Ground	2,500	\$ 250.00	\$ 250.00
3	6	Dellwo Roberts & Scanlon PS	1124 W Riverside Ave, #310 North Coast Plaza Bldg	Office Upper	1,870	\$ 130.90	\$ 130.90

# Downtown Improvement District Tenant Assessment Roll



1	41	Loran Graham Company	601 W Main Ave, #1015 Chase	Office Upper	1,215	\$	109.35	\$	109.35
5	24	McLean Immigration Law PLLC	201 W North River Dr, #370 RLH Bldg	Office Upper	605	\$	90.00	\$	90.00
1	32	Northwest Loan Center	221 N Wall St, #615 Old City Hall	Office Upper	1,086	\$	97.74	\$	97.74
4	63	Glen Dow	311 W Riverside Ave	Retail Ground	1,400	\$	140.00	\$	140.00
4	62	Glen Dow Hair Academy	309 W Riverside Ave	Retail Ground	5,000	\$	500.00	\$	500.00
2	43	RW Baird	601 W Riverside Ave, #1940 Bank Of America FC	Office Upper	1,180	\$	94.40		
2				Office Upper	4,846	\$	387.68	\$	482.08
5	4	Golden Rule Brake Service	625 N Monroe St	Retail Ground	1,856	\$	185.60	\$	185.60
5	24	Turner, Stoeve & Gagliardi PS	201 W North River Dr, #190 RLH Bldg	Office Ground	2,431	\$	218.79	\$	218.79
5	24	RL Spokane LLC	303 W North River Dr	Hotels & Motels	402	\$	8,040.00	\$	8,040.00
2	54	Goodyear Shoe Repair	414 W Sprague Ave	Retail Ground	840	\$	100.80	\$	100.80
2	29	Fire Artisan Pizza	816 W Sprague Ave Mystery Bldg	Retail Ground	2,000	\$	240.00	\$	240.00
2	54	Terrence Dunne & Associates	421 W Riverside Ave, #610 Paulsen Center	Office Upper	1,279	\$	102.32	\$	102.32
1	28	Goodale & Barbieri Company	818 W Riverside Ave, #300 Lincoln Plaza	Office Upper	2,067	\$	186.03	\$	186.03
2	54	Chicken-N-Mo: Southern Style Cookin'	414 1/2 W Sprague Ave	Retail Ground	789	\$	94.68	\$	94.68
1	32	Holland McBurns, LLC	221 N Wall St, #624 Old City Hall	Exempt	5,241	\$	-	\$	-
3	83	Carnegie Nail Design	1317 W 1st Ave Eldridge Bldg	Retail Ground	501	\$	90.00	\$	90.00
2	54	Mikes Mobile Shoe Shine	421 W Riverside Ave, #203 Paulsen Center	Retail Skywalk	322	\$	90.00	\$	90.00
2	9	Echo Boutique	1033 W 1st Ave	Retail Ground	1,940	\$	232.80	\$	232.80
1	47	Heylman Martin Architects	100 N Parkade Plaza	Office Ground	928	\$	111.36	\$	111.36
1	34	Trinity Management Office	707 W Main Ave, #B6 Crescent Court	Office Skywalk	1,458	\$	174.96	\$	174.96
4	72	High Nooner	237 W Riverside Ave Albert Building	Retail Ground	2,500	\$	250.00	\$	250.00
5	22	The Chocolate Apothecary	621 W Mallon Ave, #419 Flour Mill	Retail Ground	1,088	\$	108.80	\$	108.80
3	85	Two Women Vintage Goods	112 S Cedar St Grand Coulee Bldg	Retail Ground	1,200	\$	120.00		
				Retail Ground	1,400	\$	140.00	\$	260.00
2	52	Johnston Engineering	120 N Stevens St, #200	Office Upper	3,000	\$	240.00	\$	240.00
2	54	Inland Northwest Bank	421 W Riverside Ave, #113, 772 Paulsen Center	Office Ground	16,672	\$	1,833.92		
				Office Upper	459	\$	36.72		
				Office Upper	1,795	\$	143.60	\$	2,014.24
3	84	Integrus Architecture	10 S Cedar St	Office Upper	7,510	\$	525.70		
				Office Ground	8,333	\$	749.97	\$	1,275.67
5	12	Interior Development East Ltd	921 W Broadway Ave, #100 Broadway Bldg	Retail Ground	150	\$	90.00	\$	90.00
2	53	Northwest Open Access Network	422 W Riverside Ave, #408 USBank Bldg	Office Upper	10,960	\$	876.80		
				Office Upper	720	\$	57.60	\$	934.40
2	54	Legacy Capital Management Inc	421 W Riverside Ave, #330 Paulsen Center	Office Upper	884	\$	90.00	\$	90.00
4	64	CMC Tire Inc	9 S Washington St, #301 Hutton Bldg	Office Upper	2,937	\$	205.59	\$	205.59
2	54	Daley Management	421 W Riverside Ave, #470 Paulsen Center	Office Upper	700	\$	90.00	\$	90.00
4	61	Jensen Distribution Services	314 W Riverside Ave	Office Ground	17,000	\$	1,530.00	\$	1,530.00
2	49	Jimmy Z's Gastropub & Red Room Lounge	521 W Sprague Ave Symons Bldg	Retail Ground	5,639	\$	676.68	\$	676.68
2	29	Hotel Lusso	808 W Sprague Ave	Hotels & Motels	48	\$	960.00	\$	960.00

# Downtown Improvement District Tenant Assessment Roll



5	24	Kelly Services Inc.	201 W North River Dr, #210 RLH Bldg	Office Upper	1,451	\$ 101.57	\$ 101.57
2	50	Kershaw's Inc.	119 S Howard St	Office Ground	10,000	\$ 1,100.00	
				Office Upper	10,000	\$ 800.00	\$ 1,900.00
1	41	Kiemle & Hagood Company	601 W Main Ave, #400 Chase	Office Upper	10,556	\$ 950.04	\$ 950.04
2	36	Fusion Business Finance, Inc	10 N Post St, #615 Peyton Bldg	Office Upper	1,259	\$ 100.72	\$ 100.72
2	54	Ameriprise Financial Services Inc	421 W Riverside Ave, #300 Paulsen Center	Office Upper	934	\$ 90.00	\$ 90.00
2	54	Charles T Conrad PS	421 W Riverside Ave, #725 Paulsen Center	Office Upper	927	\$ 90.00	\$ 90.00
2	54	Lucky's Irish Pub	408 W Sprague Ave	Retail Ground	1,250	\$ 150.00	\$ 150.00
3	6	Break Through Inc	1124 W Riverside Ave, #200 North Coast Plaza Bldg	Office Upper	1,462	\$ 102.34	\$ 102.34
3	85	Lee Frame Shop	1407 W 1st Ave Grand Coulee Bldg	Retail Ground	1,317	\$ 131.70	\$ 131.70
2	43	CliftonLarsonAllen LLP	601 W Riverside Ave, #700 Bank Of America FC	Office Upper	17,086	\$ 1,366.88	\$ 1,366.88
1	34	Studio Capelli	707 W Main Ave, #B9 Crescent Court	Retail Skywalk	1,280	\$ 281.60	\$ 281.60
2	54	State Rep. Marcus Ricelli	421 W Riverside Ave, #317 Paulsen Center	Exempt	370	\$ -	\$ -
4	61	Italian Kitchen	113 N Bernard St	Retail Ground	2,200	\$ 220.00	\$ 220.00
2	37	Lukis & Annis Law Offices	717 W Sprague Ave, #1600 WTFC	Office Upper	17,267	\$ 1,381.36	\$ 1,381.36
2	54	Pinnacle Northwest	412 W Sprague Ave	Retail Ground	840	\$ 100.80	\$ 100.80
1	33	Rocket Bakery	207 N Wall St Saad Bldg	Retail Ground	250	\$ 90.00	
				Retail Upper	250	\$ 90.00	\$ 90.00
2	29	Yuppy Puppy	830 W Sprague Ave Michael Bldg	Retail Ground	1,895	\$ 227.40	\$ 227.40
5	22	Marguerite's Nail Boutique	621 W Mallon Ave, #417 Flour Mill	Retail Ground	610	\$ 90.00	\$ 90.00
2	54	Essential Massage LLC	421 W Riverside Ave, #711 Paulsen Center	Office Upper	690	\$ 90.00	\$ 90.00
2	36	Joseph L Schmitz	10 N Post St, #610 Peyton Bldg	Office Upper	178	\$ 14.24	
				Office Upper	1,500	\$ 120.00	\$ 134.24
2	29	24 Taps	825 W Riverside Ave.	Retail Ground	4,775	\$ 573.00	\$ 573.00
2	43	Moss Adams LLP	601 W Riverside Ave, #1800 Bank Of America FC	Office Upper	15,132	\$ 1,210.56	
				Office Upper	7,600	\$ 608.00	\$ 1,818.56
5	24	Integra Telecom Inc	201 W North River Dr, #380 RLH Bldg	Office Upper	2,812	\$ 196.84	\$ 196.84
2	53	MCI Worldcom	422 W Riverside Ave, #1404 USBank Bldg	Exempt	335	\$ -	\$ -
1	47	Nystrom & Olson Architecture	502 W Riverside Ave, #200 Cutter Tower	Retail Skywalk	1,800	\$ 396.00	\$ 396.00
5	24	Mutual of Enumclaw	201 W North River Dr, #335 RLH Bldg	Office Upper	5,945	\$ 416.15	\$ 416.15
2	52	Millman Jewelers-E-Z Loan, Inc.	407 W Main Ave	Retail Ground	4,000	\$ 480.00	\$ 480.00
5	13	Metro Eclectic	604 N Monroe St	Retail Ground	9,000	\$ 900.00	\$ 900.00
1	34	Umpqua Bank	707 W Main Ave, #A2 Crescent Court	Retail Ground	2,856	\$ 628.32	\$ 628.32
5	22	Boom Creative	621 W Mallon Ave, #603 Flour Mill	Office Upper	1,156	\$ 90.00	\$ 90.00
3	85	Motion Auto Supply	120 S Cedar St	Retail Ground	1,500	\$ 150.00	\$ 150.00
2	9	Scratch	1007 W 1st Ave Montvale Block	Retail Ground	1,200	\$ 144.00	\$ 144.00
4	66	Azteca	245 W Spokane Falls Blvd	Office Upper	2,000	\$ 140.00	
				Retail Ground	7,200	\$ 720.00	\$ 860.00
1	40	MW Consulting Engineers	222 N Wall St, #200 & 416 Wheatland FC	Office Upper	7,023	\$ 632.07	
				Office Upper	1,020	\$ 91.80	\$ 723.87

# Downtown Improvement District Tenant Assessment Roll



3	79	Myrtle Apartments	1227 W Riverside Dr.	Apartments	15	\$ 90.00	\$ 90.00
2	56	Scout Real Estate	429 W 1st Ave	Retail Ground	800	\$ 96.00	\$ 96.00
2	17	Neuroeducation	905 W Riverside Ave, #208 Great Western Bldg	Office Upper	2,410	\$ 192.80	\$ 192.80
4	72	West Riverside Apartments	221 W Riverside Ave	Apartments	24	\$ 90.00	\$ 90.00
2	9	Madison Apartments	1029 W 1st Ave Madison	Apartments	68	\$ 238.00	\$ 238.00
1	28	Hill International	818 W Riverside Ave, #400 Lincoln Plaza	Office Upper	3,680	\$ 331.20	\$ 331.20
2	36	Cochinito Taqueria	14 N Post St Peyton Bldg	Retail Ground	4,780	\$ 573.60	\$ 573.60
1	26	Nordstrom	828 W Main Ave RPS	Retail Ground	43,000	\$ 9,460.00	
				Retail Upper	43,000	\$ 3,870.00	
				Retail Skywalk	43,000	\$ 9,460.00	\$ 22,790.00
2	49	John O'Neil	7 S Howard St, #424 Symons Bldg	Office Upper	384	\$ 90.00	\$ 90.00
3	6	North Coast Life Insurance	1116 W Riverside Ave	Office Upper	11,488	\$ 804.16	\$ 804.16
2	49	Michelle Lobdell, Personal Training	7 S Howard St, #200 Symons Bldg	Retail Upper	3,393	\$ 271.44	\$ 271.44
3	79	NAC Architecture	1203 W Riverside Dr	Office Ground	2,685	\$ 241.65	
				Office Upper	6,704	\$ 469.28	\$ 710.93
2	54	Noel Communications Inc	421 W Riverside Ave, #1001 Paulsen Center	Office Upper	419	\$ 90.00	\$ 90.00
1	46	O'Doherty's Irish Grille	525 W Spokane Falls Blvd	Retail Ground	4,000	\$ 880.00	\$ 880.00
2	54	Situs Realty Group	421 W Riverside Ave, #416A Paulsen Center	Office Upper	350	\$ 90.00	\$ 90.00
1	41	CWH Capital Management Inc	601 W Main Ave, #1213 Chase	Exempt	748	\$ -	\$ -
4	64	Spokane Comedy Club	315 W Sprague Ave	Retail Ground	6,000	\$ 600.00	\$ 600.00
2	54	Crave	401 W Riverside Ave, #101 Paulsen Center	Retail Ground	1,965	\$ 235.80	\$ 235.80
5	22	IFIOC	621 W Mallon Ave, #700 Flour Mill	Office Upper	3,578	\$ 250.46	\$ 250.46
2	43	Ignitium	601 W Riverside Ave, #1700 Bank Of America FC	Office Upper	3,686	\$ 294.88	\$ 294.88
2	37	Paine Hamblen LLP	717 W Sprague Ave, #1200 & 1400 WTFC	Office Upper	7,042	\$ 563.36	
				Office Upper	11,130	\$ 890.40	\$ 1,453.76
4	66	Park Tower Apts.	217 W Spokane Falls Blvd	Apartments	185	\$ 129.50	\$ 129.50
1	47	Parkade, Inc	202 Parkade Plz Parkade	Commercial Parking	944	\$ 2,832.00	\$ 2,832.00
1	46	Parkrite #1	Main & Stevens	Commercial Parking	144	\$ 432.00	\$ 432.00
3	83	Pass Word Inc	1303 W 1st Ave, #200	Office Upper	3,000	\$ 210.00	\$ 210.00
1	47	Rite-Aid Drugs, Inc.	112 N Howard St, #115 Parkade Plaza	Retail Ground	18,821	\$ 4,140.62	\$ 4,140.62
1	34	Premier Business Centers	707 W Main Ave, #2nd Flr Crescent Court	Office Skywalk	13,326	\$ 1,599.12	\$ 1,599.12
2	17	Payne Properties & Development	905 W Riverside Ave, #406 Great Western Bldg	Office Upper	752	\$ 90.00	\$ 90.00
5	22	Evergreen Elder Law	621 W Mallon Ave, #306 Flour Mill	Office Upper	664	\$ 46.48	
				Office Upper	1,833	\$ 128.31	\$ 174.79
1	34	T-Mobile	707 W Main Ave, #A4 Crescent Court	Retail Ground	2,070	\$ 455.40	\$ 455.40
2	48	Nicholas Knapton PS	505 W Riverside Ave, #605 Fernwell Bldg	Office Upper	1,845	\$ 147.60	
				Office Upper	1,573	\$ 125.84	\$ 273.44
1	32	Womer & Associates	221 N Wall St, #600 Old City Hall	Office Upper	8,272	\$ 744.48	\$ 744.48
2	53	Schoedel & Schoedel CPA's LLC	422 W Riverside Ave, #514 USBank Bldg	Exempt	521	\$ -	\$ -
2	36	Johnson's Custom Jewelry Inc.	10 N Post St, #110 Peyton Bldg	Retail Ground	600	\$ 90.00	\$ 90.00

# Downtown Improvement District Tenant Assessment Roll



2	53	Farmers Insurance Agency	239 W Main Ave, #100	Office Ground	2,700	\$ 297.00	\$ 297.00
2	54	Northwest Pain Care	421 W Riverside Ave, #900 Paulsen Center	Office Upper	7,184	\$ 574.72	\$ 574.72
5	24	Pier One Import Mart	101 W North River Dr, #001 River's Edge Bldg	Retail Ground	9,234	\$ 923.40	\$ 923.40
2	43	UBS	601 W Riverside Ave, #1200 Bank Of America FC	Office Upper	9,681	\$ 774.48	\$ 774.48
2	54	PM Jacoy	402 W Sprague Ave	Retail Ground	2,000	\$ 240.00	\$ 240.00
4	64	Thinking Cap Communications and Design	9 S Washington St, #201 Hutton Bldg	Office Upper	2,600	\$ 182.00	\$ 182.00
5	22	The Kitchen Engine	621 W Mallon Ave, #416 Flour Mill	Retail Ground	3,046	\$ 304.60	\$ 304.60
2	43	Lee & Hayes PLLC	601 W Riverside Ave, #1400 Bank Of America FC	Office Upper	11,275	\$ 902.00	
				Office Upper	15,855	\$ 1,268.40	\$ 2,170.40
2	17	Ellen M. Hendrick PLLC	905 W Riverside Ave, #601 Great Western Bldg	Office Upper	1,131	\$ 90.48	\$ 90.48
2	43	Randall & Danskin PS	601 W Riverside Ave, #1500 Bank Of America FC	Office Upper	13,287	\$ 1,062.96	\$ 1,062.96
2	53	Richards, Merrill & Peterson Inc	422 W Riverside Ave, #101, 1314 USBank Bldg	Office Upper	906	\$ 72.48	
				Office Ground	4,433	\$ 487.63	\$ 560.11
2	52	Rick Singer Photography	415 1/2 W Main Ave	Retail Upper	5,600	\$ 448.00	\$ 448.00
5	03	Giant Nerd Books	709 N Monroe St	Retail Ground	1,254	\$ 125.40	\$ 125.40
3	6	Riverfalls Tower Apartments	1224 W Riverside Ave	Apartments	99	\$ 297.00	\$ 297.00
1	26	Riverpark Square-Parking Garage	814 W Main Ave, RPS	Commercial Parking	1,350	\$ 4,050.00	\$ 4,050.00
2	54	Anchored Art	421 W Riverside Ave, #108A Paulsen Center	Retail Ground	1,846	\$ 221.52	\$ 221.52
5	24	Spokane Attorneys at Law LLC	201 W North River Dr, #305 RLH Bldg	Office Upper	2,711	\$ 189.77	\$ 189.77
2	54	Sharp Real Estate	421 W Riverside Ave, #1009 Paulsen Center	Office Skywalk	721	\$ 79.31	
				Office Upper	390	\$ 31.20	\$ 110.51
2	17	Bay Docs LLC	905 W Riverside Ave, #505 Great Western Bldg	Office Upper	248	\$ 90.00	\$ 90.00
1	28	Moloney & O'Neill	818 W Riverside Ave, #700 Lincoln Plaza	Office Upper	11,064	\$ 995.76	\$ 995.76
1	46	Rocky Rococo	520 W Main Ave Bennett Block	Retail Ground	4,711	\$ 1,036.42	\$ 1,036.42
2	30	Neato Burrito	827 W 1st Ave, #100 Courtyard Office Center	Retail Ground	2,271	\$ 272.52	\$ 272.52
5	12	Law Offices of D.C. Cronin	724 N Monroe St	Office Ground	2,000	\$ 180.00	\$ 180.00
2	53	David Crouse	422 W Riverside Ave, #820 USBank Bldg	Exempt	2,438	\$ -	\$ -
3	79	San Marco Apts.	1229 W Riverside Dr	Apartments	40	\$ 120.00	\$ 120.00
2	54	Macauley & Associates	421 W Riverside Ave, #1030 Paulsen Center	Office Upper	1,325	\$ 106.00	\$ 106.00
2	54	Washington Capital Management - Compass Group	421 W Riverside Ave, #812 Paulsen Center	Office Upper	1,029	\$ 90.00	\$ 90.00
2	43	Bank of America	601 W Riverside Ave, #Lobby Bank Of America FC	Office Ground	48,404	\$ 5,324.44	\$ 5,324.44
3	85	Grand Coulee Apartments	106 S Cedar St	Apartments	20	\$ 90.00	\$ 90.00
1	47	312 Productions	510 W Riverside Ave, #206 Cutter Tower	Office Upper	2,007	\$ 180.63	\$ 180.63
2	54	The Monterey Café	9 N Washington St	Retail Ground	800	\$ 96.00	\$ 96.00
2	54	Estate Strategies Inc	421 W Riverside Ave, #972 Paulsen Center	Office Upper	1,291	\$ 103.28	\$ 103.28
2	17	Chair Six Financial Planning PLLC	905 W Riverside Ave, #201 Great Western Bldg	Office Upper	563	\$ 90.00	\$ 90.00
2	54	Spokane Reporting Service	421 W Riverside Ave, #1010 Paulsen Center	Office Upper	940	\$ 90.00	\$ 90.00
2	49	All You Can Ink Tattoo	9 S Howard St Symons Bldg	Retail Ground	600	\$ 90.00	\$ 90.00
2	56	Prime Real Estate Group	417 W 1st Ave.	Office Ground	1,300	\$ 143.00	\$ 143.00
3	83	Regeneration Point	1319 W 1st Ave, Eldridge Bldg	Retail Ground	1,900	\$ 190.00	\$ 190.00

# Downtown Improvement District Tenant Assessment Roll



1	46	Poplawski Law LLC	530 W Main Ave, #201 Bennett Block	Office Upper	3,000	\$ 270.00	\$ 270.00
4	60	Metropolitan Apartments	111 N Bernard St	Apartments	31	\$ 90.00	\$ 90.00
4	70	Standard Digital Print Co., Inc.	256 W Riverside Ave	Office Ground	5,000	\$ 450.00	\$ 450.00
2	56	Pure Salon & Spa	423 W 1st Ave, #100 Minnesota Bldg	Office Ground	790	\$ 90.00	\$ 90.00
1	28	Homestreet Bank	818 W Riverside Ave, #120 Lincoln Plaza	Retail Ground	3,400	\$ 748.00	\$ 748.00
1	41	Soulful Soups and Spirits	117 N Howard St, #100	Retail Ground	1,200	\$ 264.00	\$ 264.00
4	60	Suki Yaki Inn Japanese Restaurant	119 N Bernard St	Retail Ground	4,400	\$ 440.00	\$ 440.00
1	26	The Walking Company	808 W Main Ave, #209, RPS	Retail Skywalk	1,458	\$ 320.76	\$ 320.76
2	38	Ruby2	123 S Post St.	Hotels & Motels	44	\$ 880.00	\$ 880.00
4	72	Hale Apartments	227 W Riverside Ave Havermale Park	Apartments	12	\$ 90.00	\$ 90.00
1	33	Jos. A. Bank	706 W Main Ave, #125 RPS	Retail Ground	4,482	\$ 986.04	\$ 986.04
3	83	Bird's Eye Tattoo	1325 W 1st Ave, #316 Eldridge Bldg	Office Upper	235	\$ 90.00	\$ 90.00
2	54	The Missing Piece Tattoo Lounge	410 W Sprague Ave. Spokane, WA 99201	Retail Ground	1,250	\$ 150.00	\$ 150.00
4	61	The Onion Bar & Grill	302 W Riverside Ave	Retail Ground	4,500	\$ 450.00	\$ 450.00
2	54	Conlin, Maloney & Miller	421 W Riverside Ave, #911 Paulsen Center	Office Upper	156	\$ 12.48	
				Office Upper	996	\$ 79.68	\$ 92.16
5	22	Tobacco World	621 W Mallon Ave, #406 Flour Mill	Retail Ground	757	\$ 90.00	\$ 90.00
2	19	Hotel Ruby	901 W 1st Ave Hotel Ruby	Hotels & Motels	36	\$ 720.00	\$ 720.00
1	47	GenPrime	502 W Riverside Ave, #102 Cutter Tower	Office Ground	1,628	\$ 195.36	\$ 195.36
2	29	Michael Building Apartments	826 W Sprague Ave Michael Bldg	Apartments	18	\$ 90.00	\$ 90.00
1	47	QBSI	510 W Riverside Ave, #100 Sherwood Bldg	Retail Skywalk	3,451	\$ 759.22	\$ 759.22
2	36	Brews Brothers Espresso Lounge	734 W Sprague Ave Peyton Bldg	Retail Ground	1,026	\$ 123.12	\$ 123.12
3	82	Studio One Hair & Body Salon	1311 W Sprague Ave	Retail Ground	1,500	\$ 150.00	\$ 150.00
2	53	US Bank of Washington	422 W Riverside Ave, #100 USBank Bldg	Office Upper	14,940	\$ 1,195.20	
				Office Upper	11,973	\$ 957.84	
				Office Ground	17,717	\$ 1,948.87	
				Office Ground	6,294	\$ 692.34	\$ 4,794.25
5	24	iMortgage	111 W North River Dr, #100 River's Edge Bldg	Office Ground	3,224	\$ 290.16	\$ 290.16
1	41	Level 3 Communications	601 W Main Ave, #500 Chase	Office Upper	4,505	\$ 405.45	\$ 405.45
1	41	Wells St. John	601 W Main Ave, #600 Chase	Office Upper	10,106	\$ 909.54	\$ 909.54
5	22	Varela & Associates	601 W Mallon Ave, #A Flour Mill	Office Ground	1,350	\$ 121.50	\$ 121.50
2	19	Vic B. Linden & Sons Sign Advertising, Inc.	122 S Lincoln St	Manufacturing	3,201	\$ 256.08	\$ 256.08
2	53	Mullin Cronin Casey & Blair PS	115 N Washington St, #2nd Fl Jockey Club Bldg	Office Upper	710	\$ 56.80	
				Office Upper	3,042	\$ 243.36	\$ 300.16
1	41	JP Morgan Chase Bank	601 W Main Ave, #1,105,300 Chase	Office Ground	5,610	\$ 673.20	
				Office Ground	6,104	\$ 732.48	\$ 1,405.68
2	54	Physicians Insurance Group	421 W Riverside Ave, #1400 Paulsen Center	Office Upper	3,000	\$ 240.00	\$ 240.00
2	37	Washington Trust Bank	717 W Sprague Ave, #100+ WTFC	Office Ground	84,969	\$ 9,346.59	\$ 9,346.59
4	64	Coils Tattoo Studio and Gallery	310 W 1st Ave Lorraine Bldg	Retail Ground	1,000	\$ 100.00	\$ 100.00
3	83	WS Property Management	1325 W 1st Ave, #300 Eldridge Bldg	Office Upper	300	\$ 90.00	\$ 90.00

# Downtown Improvement District Tenant Assessment Roll



1	47	RenCorp Realty	502 W Riverside Ave, #103	Office Ground	1,600	\$ 192.00	\$ 192.00
2	48	Home Debut / Tour Factory	505 W Riverside Ave, #300 Fernwell Bldg	Office Upper	1,364	\$ 109.12	
				Office Upper	5,046	\$ 403.68	\$ 512.80
2	43	Winston & Cashatt PS	601 W Riverside Ave, #1900 Bank Of America FC	Office Upper	6,631	\$ 530.48	
				Office Upper	12,814	\$ 1,025.12	\$ 1,555.60
2	53	Witherspoon Kelley	422 W Riverside Ave, #1100 USBank Bldg	Office Upper	10,967	\$ 877.36	
				Office Upper	519	\$ 41.52	
				Office Upper	3,053	\$ 244.24	
				Office Upper	296	\$ 23.68	
				Office Upper	10,967	\$ 877.36	\$ 2,064.16
5	22	Wonders of the World	621 W Mallon Ave, #412/414 Flour Mill	Retail Ground	2,291	\$ 229.10	
				Retail Ground	744	\$ 74.40	\$ 303.50
1	41	Witherspoon, Brajcich & McPhee	601 W Main Ave, #714 Chase	Office Upper	815	\$ 73.35	
				Office Upper	6,679	\$ 601.11	\$ 674.46
2	49	The Observatory Bar	15 S Howard St Symons Bldg	Retail Ground	3,508	\$ 420.96	\$ 420.96
4	25	SPOKANE PUBLIC FACILITIES DISTRICT	332 N SPOKANE FALLS CT	Public Facilities District	1,623	\$ 503.17	\$ 503.17
2	31	DAVENPORT 2000 LLC	813 W 1ST AVE	Exempt	3,229	\$ -	\$ -
2	9	GVD HOSPITALITY MANAGEMENT SERVICES	1001 W 1ST AVE MONTVALE HOTEL	Exempt	1,076,400	\$ -	\$ -
1	34	State Farm	707 W Main Ave, #B8 Crescent Court	Retail Skywalk	857	\$ 188.54	\$ 188.54
1	39	Wheatland Bank	222 N Wall St, #101 Wheatland FC	Office Ground	2,743	\$ 329.16	\$ 329.16
1	35	Spokane Transit Authority	701 W Riverside Ave, #2nd Flr STA Plaza	Retail Skywalk	2,300	\$ 506.00	\$ 506.00
2	53	Diamond Parking	420 W Riverside Ave	Commercial Parking	33	\$ 90.00	\$ 90.00
2	53	Diamond Parking	331 W Riverside Ave	Commercial Parking	119	\$ 297.50	\$ 297.50
2	55	Diamond Parking	428 W Sprague Ave.	Commercial Parking	25	\$ 90.00	\$ 90.00
2	54	Mootsy's Tavern	406 W Sprague Ave	Retail Ground	1,436	\$ 172.32	\$ 172.32
1	28	Dunn & Black PS	111 N Post St, #300 Banner Bank Bldg	Office Upper	7,474	\$ 672.66	\$ 672.66
1	33	Made in Washington	808 W Main Ave, #223 RPS	Retail Skywalk	946	\$ 208.12	\$ 208.12
1	46	Mizuna Restaurant & Wine Bar	214 N Howard St Bennett Block	Retail Ground	2,650	\$ 583.00	\$ 583.00
4	59	Decorum	126 N Washington St, #B Orsi Bldg	Retail Ground	3,500	\$ 350.00	\$ 350.00
1	35	Joe's Mini Market	701 W Riverside Ave, #D STA Plaza	Retail Ground	772	\$ 169.84	\$ 169.84
1	47	Nystrom & Lalone Travel	502 W Riverside Ave, #206 Cutter Tower	Retail Skywalk	956	\$ 210.32	\$ 210.32
1	46	Carhartt	530 W Main Ave Bennett Block	Retail Ground	3,600	\$ 792.00	\$ 792.00
3	85	The Bike Hub	1403 W 1st Ave	Retail Upper	2,600	\$ 182.00	\$ 182.00
1	47	Sport Town	511 W Main Ave	Retail Ground	8,800	\$ 1,936.00	\$ 1,936.00
1	35	Subway	701 W Riverside Ave, #A1 STA Plaza	Retail Ground	820	\$ 180.40	\$ 180.40
1	41	Henryk's	601 W Main Ave, #207 Chase	Retail Skywalk	661	\$ 145.42	\$ 145.42
2	45	Wells Fargo Corporate Properties	601 W 1st Ave, #100 Wells Fargo FC	Office Ground	5,666	\$ 623.26	
				Office Upper	21,942	\$ 1,755.36	
				Office Upper	5,635	\$ 450.80	\$ 2,829.42
5	13	Antique Gallery	620 N Monroe St	Retail Ground	3,750	\$ 375.00	\$ 375.00

# Downtown Improvement District Tenant Assessment Roll



5	13	The Senator - A Music Store	618 N Monroe St	Retail Ground	1,100	\$ 110.00	\$ 110.00
1	33	Urban Outfitters	702 W Main Ave Saad Bldg	Retail Ground	6,909	\$ 1,519.98	\$ 1,519.98
2	29	Bruttles Gourmet Candy	828 W Sprague Ave Michael Bldg	Retail Ground	1,362	\$ 163.44	\$ 163.44
1	46	Smith	530 W Main Ave, #202 Bennett Block	Office Upper	1,900	\$ 171.00	\$ 171.00
1	46	Atticus Coffee and Gifts	222 N Howard St 220 Bldg	Retail Ground	2,950	\$ 649.00	\$ 649.00
3	85	Andy's Bar	1401 W 1st Ave Grand Coulee Bldg	Retail Ground	1,100	\$ 110.00	\$ 110.00
3	85	The Bike Hub	1405 W 1st Ave Grand Coulee Bldg	Retail Ground	4,077	\$ 407.70	\$ 407.70
1	47	Pho City	112 N Howard St Parkade Plaza	Retail Ground	1,008	\$ 221.76	\$ 221.76
5	22	Stantec	621 W Mallon Ave, #308 Flour Mill	Office Ground	740	\$ 90.00	\$ 90.00
2	53	Argia North America / Group Argia	422 W Riverside Ave, #324 USBank Bldg	Office Upper	702	\$ 90.00	\$ 90.00
2	53	XO Communications	422 W Riverside Ave, #615 USBank Bldg	Office Upper	1,234	\$ 98.72	\$ 98.72
2	53	Tierpoint	422 W Riverside Ave, #816 USBank Bldg	Office Upper	429	\$ 90.00	\$ 90.00
2	53	Neutron LLC	422 W Riverside Ave, #1401 USBank Bldg	Office Upper	988	\$ 90.00	\$ 90.00
2	53	Level 3 Telecommunications	422 W Riverside Ave, #1503 USBank Bldg	Office Upper	662	\$ 90.00	\$ 90.00
2	53	Light Speed Networks	422 W Riverside Ave, #328 USBank Bldg	Office Upper	435	\$ 90.00	\$ 90.00
2	53	Verizon Wireless Corp Office	422 W Riverside Ave, #1513 USBank Bldg	Office Upper	564	\$ 90.00	\$ 90.00
2	54	The Cascade Team Real Estate	421 W Riverside Ave, #1555 Paulsen Center	Office Upper	1,561	\$ 124.88	\$ 124.88
2	54	Postal Unit #101 / Sub Station	421 W Riverside Ave, #103 Paulsen Center	Office Ground	653	\$ 90.00	\$ 90.00
2	54	Teneff Jewellery	421 W Riverside Ave, #280 Paulsen Center	Office Skywalk	2,635	\$ 289.85	\$ 289.85
2	54	Peterson Investment Management	421 W Riverside Ave, #315 Paulsen Center	Office Upper	1,241	\$ 99.28	\$ 99.28
2	54	John Guin Law Office	421 W Riverside Ave, #461 Paulsen Center	Office Upper	1,382	\$ 110.56	\$ 110.56
2	54	HSSA of Spokane County	421 W Riverside Ave, #661 Paulsen Center	Office Upper	610	\$ 90.00	\$ 90.00
2	54	Humphries, Patterson & Lewis PS	421 W Riverside Ave, #704 Paulsen Center	Office Upper	1,064	\$ 90.00	\$ 90.00
2	54	Law Office of Jacqueline Porter	421 W Riverside Ave, #707 Paulsen Center	Office Upper	746	\$ 90.00	\$ 90.00
2	54	Kayleen Islam-Zwart & Jonathan W Anderson	421 W Riverside Ave, #670 Paulsen Center	Office Upper	637	\$ 90.00	\$ 90.00
2	54	Patrick Kirby Attorney at Law PS	421 W Riverside Ave, #802 Paulsen Center	Office Upper	1,057	\$ 90.00	\$ 90.00
2	54	Mann Mortgage LLC	421 W Riverside Ave, #450 Paulsen Center	Office Upper	2,622	\$ 209.76	\$ 209.76
2	54	Miller and Prothero	421 W Riverside Ave, #868 Paulsen Center	Office Upper	1,290	\$ 103.20	\$ 103.20
2	54	Gobel Law Office PLLC	421 W Riverside Ave, #908 Paulsen Center	Office Upper	1,059	\$ 90.00	\$ 90.00
2	54	Stevens Clay PS	421 W Riverside Ave, #1575, 469A Paulsen Center	Office Upper	3,104	\$ 248.32	
				Office Upper	166	\$ 13.28	\$ 261.60
2	54	Finer & Winn, Attorneys at Law	421 W Riverside Ave, #1081 Paulsen Center	Office Upper	725	\$ 90.00	\$ 90.00
2	54	Johnson Law Firm	421 W Riverside Ave, #407 Paulsen Center	Office Upper	467	\$ 90.00	\$ 90.00
2	54	Normandeau CPA	421 W Riverside Ave, #460 Paulsen Center	Office Upper	497	\$ 90.00	\$ 90.00
2	54	Reed National Consulting	421 W Riverside Ave, #468 Paulsen Center	Office Upper	708	\$ 90.00	\$ 90.00
2	54	System Six Bookkeeping	421 W Riverside Ave, #512 Paulsen Center	Office Upper	658	\$ 90.00	\$ 90.00
2	54	Diverse Bookkeeping	421 W Riverside Ave, #516 Paulsen Center	Office Upper	964	\$ 90.00	\$ 90.00
2	54	Cynthia Schwartz PS	421 W Riverside Ave, #720 Paulsen Center	Office Upper	1,246	\$ 99.68	\$ 99.68
2	54	Cascades Job Corps	421 W Riverside Ave, #763 Paulsen Center	Office Upper	867	\$ 90.00	\$ 90.00
2	54	Casey Law Office PS	421 W Riverside Ave, #308 Paulsen Center	Office Upper	1,035	\$ 90.00	\$ 90.00



# Downtown Improvement District Tenant Assessment Roll



2	54	Elizabeth Ziegler PhD	421 W Riverside Ave, #515 Paulsen Center	Office Upper	1,012	\$ 90.00	\$ 90.00
2	54	Sharp Real Estate	421 W Riverside Ave, #1002 Paulsen Center	Exempt	390	\$ -	\$ -
2	54	Rey-Bear McLaughlin	421 W Riverside Ave, #1004 Paulsen Center	Office Upper	638	\$ 90.00	\$ 90.00
2	54	Vorpahl Wing Securities	421 W Riverside Ave, #1020 Paulsen Center	Office Upper	4,373	\$ 349.84	\$ 349.84
2	49	Desert Streams Counseling	7 S Howard St, #216 Symons Bldg	Office Upper	359	\$ 90.00	\$ 90.00
2	54	RR Donnelley	421 W Riverside Ave, #602 Paulsen Center	Office Upper	639	\$ 90.00	\$ 90.00
2	49	Kindnss	522 W 1st Ave Symons Bldg	Office Upper	1,219	\$ 97.52	\$ 97.52
1	47	Department of Services for the Blind	502 W Riverside Ave, #209 Cutter Tower	Exempt	1,791	\$ -	\$ -
2	54	Inland Northwest Bank	421 W Riverside Ave, #220 Paulsen Center	Office Skywalk	6,299	\$ 692.89	\$ 692.89
5	22	Comcast Spotlight	621 W Mallon Ave, #200 Flour Mill	Office Upper	5,743	\$ 402.01	\$ 402.01
5	22	Loran Graham	621 W Mallon Ave, #505 Flour Mill	Office Upper	504	\$ 90.00	\$ 90.00
5	22	Chateau Rive	621 W Mallon Ave, #606 Flour Mill	Retail Upper	776	\$ 90.00	\$ 90.00
5	22	Stantec	621 W Mallon Ave, #309 Flour Mill	Office Ground	6,162	\$ 554.58	\$ 554.58
1	41	CWH Capital Management Inc	601 W Main Ave, #1214 Chase	Office Upper	748	\$ 67.32	
				Office Upper	2,161	\$ 194.49	\$ 261.81
2	53	James Spurgetis	422 W Riverside Ave, #620 USBank Bldg	Office Upper	3,425	\$ 274.00	\$ 274.00
2	53	Richter Wimberley PS	422 W Riverside Ave, #1300, 308 USBank Bldg	Office Upper	382	\$ 30.56	
				Office Upper	4,204	\$ 336.32	\$ 366.88
2	53	Schoedel & Schoedel CPA's PLLC	422 W Riverside Ave, #1420 USBank Bldg	Office Upper	1,012	\$ 80.96	
				Office Upper	521	\$ 41.68	
				Office Upper	4,752	\$ 380.16	\$ 502.80
2	43	Clearwater Paper Corp	601 W Riverside Ave, #1000 Bank Of America FC	Exempt	0	\$ -	\$ -
1	47	Kutak Rock LLP	510 W Riverside Ave, #800 Sherwood Bldg	Office Upper	4,536	\$ 408.24	\$ 408.24
2	17	Next Door Espresso	903 W Riverside Ave, #102 Great Western Bldg	Retail Ground	978	\$ 117.36	\$ 117.36
2	17	Chemical Specialties Limited	905 W Riverside Ave, #202 Great Western Bldg	Office Upper	483	\$ 90.00	\$ 90.00
2	17	PayNorthwest LLC	905 W Riverside Ave, #401 Great Western Bldg	Office Upper	590	\$ 90.00	\$ 90.00
2	17	Dependable Facility Services	905 W Riverside Ave, #416 Great Western Bldg	Office Upper	892	\$ 90.00	\$ 90.00
2	17	Best Law, PLLC	905 W Riverside Ave, #409 Great Western Bldg	Office Upper	1,592	\$ 127.36	\$ 127.36
2	17	Montgomery, Anderson & Price	905 W Riverside Ave, #501-503 Great Western Bldg	Office Upper	1,291	\$ 103.28	\$ 103.28
2	17	OAC Services	905 W Riverside Ave, #510 Great Western Bldg	Office Upper	2,655	\$ 212.40	\$ 212.40
1	28	Robert E Kovacevick PLLC	818 W Riverside Ave, #525 Lincoln Plaza	Office Upper	1,074	\$ 96.66	\$ 96.66
1	28	Stephen Dashiell PS	818 W Riverside Ave, #560 Lincoln Plaza	Exempt	384	\$ -	\$ -
1	28	Clifford Enterprises	818 W Riverside Ave, #660 Lincoln Plaza	Office Upper	550	\$ 90.00	\$ 90.00
1	28	Academy Mortgage Corporation	818 W Riverside Ave, #475 Lincoln Plaza	Office Upper	3,344	\$ 300.96	\$ 300.96
5	24	HomeStreet Bank	201 W North River Dr, #600 RLH Bldg	Office Upper	14,625	\$ 1,023.75	
				Office Upper	1,576	\$ 110.32	\$ 1,134.07
5	24	Corvel Healthcare Corp	201 W North River Dr, #375 RLH Bldg	Office Upper	923	\$ 90.00	\$ 90.00
5	24	Parkside Physical Therapy	201 W North River Dr, #510 RLH Bldg	Office Upper	2,146	\$ 150.22	\$ 150.22
2	50	The Wave Island Sports Grill & Sushi Bar	525 W 1st Ave Tomlinson Black Building	Office Ground	4,872	\$ 535.92	\$ 535.92
3	76	CATHEDRAL OF OUR LADY OF LOURDES	1115 W RIVERSIDE AVE	Exempt	3,983,900	\$ -	\$ -

# Downtown Improvement District Tenant Assessment Roll



3	76	CATHEDRAL PLAZA	1120 W SPRAGUE AVE, #B1	Exempt	4,237	\$	-	\$	-
5	22	CITY OF SPOKANE	507 N HOWARD ST	Public Parks	1	\$	123.00	\$	123.00
2	49	RIDPATH CLUB APARTMENTS LLC	502 W 1ST AVE, #UNIT 1 RIDPATH	Residential	96			\$	90.00
5	22	CITY OF SPOKANE	730 N POST ST	Public Parks	0	\$	90.00	\$	90.00
6	13	CITY OF SPOKANE	519 N LINCOLN ST	Public Parks	1	\$	148.50	\$	148.50
4	63	WELLS, RONALD & JULIE	308 W SPRAGUE AVE	Exempt	0	\$	-	\$	-
2	17	Tamarack Public House	912 W Sprague Ave	Office Ground	3,800	\$	418.00	\$	418.00
2	9	The Woodshop LLC	122 S Monroe St, #C	Office Ground	1,714	\$	188.54	\$	188.54
2	48	Columbia State Bank	505 W Riverside Ave, #450 Fernwell Bldg	Exempt	4,144	\$	-	\$	-
2	52	Inland Northwest Group LLC	120 N Stevens St, #3rd Fl	Office Ground	1,000	\$	110.00		
				Office Upper	1,000	\$	80.00	\$	190.00
2	54	Ahrend Albrecht, PLLC	421 W Riverside Ave, #614 Paulsen Center	Retail Upper	1,312	\$	104.96	\$	104.96
2	48	Rainier Patents PS	505 W Riverside Ave, #440 Fernwell Bldg	Office Upper	1,366	\$	109.28	\$	109.28
2	43	DA Davidson	601 W Riverside Ave, #800 Bank Of America FC	Office Upper	11,356	\$	908.48	\$	908.48
2	51	Uncle's Inc.	404 W Main Ave Liberty Bldg	Retail Ground	1,802	\$	216.24	\$	216.24
2	51	Sante Restaurant & Charcuterie	404 W Main Ave, #104, Liberty Bldg	Retail Ground	2,762	\$	331.44	\$	331.44
2	51	Liberty Building Office	203 N Washington St, #202 Liberty Bldg	Office Upper	485	\$	90.00	\$	90.00
2	51	Pottery Place Plus	203 N Washington St, #1st Fl Liberty Bldg	Retail Ground	1,490	\$	178.80	\$	178.80
2	50	Black Commercial Inc	107 S Howard St, #500 Tomlinson Black Building	Office Upper	6,250	\$	500.00	\$	500.00
1	41	Jimmy John's Gourmet Sandwiches	601 W Main Ave, #102 Chase	Retail Ground	1,357	\$	298.54	\$	298.54
1	32	Brian P Knopf PC	221 N Wall St, #224 Old City Hall	Office Skywalk	1,804	\$	216.48	\$	216.48
1	32	Intermountain Consulting	221 N Wall St, #611 Old City Hall	Office Upper	330	\$	90.00	\$	90.00
2	54	Cozza Optical	421 W Riverside Ave, #102 Paulsen Center	Retail Ground	1,331	\$	159.72	\$	159.72
2	54	Daily Grind Downtown	421 W Riverside Ave, #260 Paulsen Center	Retail Upper	423	\$	90.00	\$	90.00
2	54	Gilbert Law Firm PS	421 W Riverside Ave, #353 Paulsen Center	Office Upper	1,892	\$	151.36	\$	151.36
2	54	Eclipse Engineering	421 W Riverside Ave, #421 Paulsen Center	Office Upper	2,797	\$	223.76	\$	223.76
2	54	Evergreen Business Capital	421 W Riverside Ave, #866 Paulsen Center	Office Upper	762	\$	90.00	\$	90.00
2	54	ReachBio Research Labs	421 W Riverside Ave, #1005 Paulsen Center	Office Upper	688	\$	90.00	\$	90.00
1	47	Numerica Credit Union	502 W Riverside Ave Numerica Building	Office Ground	3,018	\$	362.16	\$	362.16
1	33	Apple Inc	710 W Main Ave, #123 RPS	Retail Ground	7,059	\$	1,552.98	\$	1,552.98
1	34	Umpqua Bank	707 W Main Ave, #502 Crescent Court	Office Upper	2,687	\$	241.83	\$	241.83
2	38	Northwest Vital Records Center Inc	124 S Wall St	Office Upper	13,000	\$	1,040.00	\$	1,040.00
4	64	Medical Consultants Network	9 S Washington St, #315 Hutton Bldg	Office Upper	2,800	\$	196.00	\$	196.00
1	46	Boo Radley's	232 N Howard St	Retail Ground	1,673	\$	368.06	\$	368.06
1	46	Steelhead Bar & Grille	218 N Howard St 220 Bldg	Retail Ground	2,800	\$	616.00	\$	616.00
2	54	Penthouse at the Paulsen	421 W Riverside Ave, #1700 Paulsen Center	Office Upper	2,320	\$	185.60	\$	185.60
2	48	Pistole Lifestyle & Skate	523 W Sprague Ave Symons Bldg	Retail Ground	1,090	\$	130.80	\$	130.80
2	17	Chronicle Building Apartments	926 W Sprague Ave Chronicle Bldg	Apartments	32	\$	112.00	\$	112.00
3	83	Parks Medical Corporation	1325 W 1st Ave, #306 Eldridge Bldg	Office Upper	408	\$	90.00	\$	90.00

# Downtown Improvement District Tenant Assessment Roll



5	22	Mayken	621 W Mallon Ave, #507 Flour Mill	Office Upper	984	\$ 68.88	
				Office Upper	1,366	\$ 95.62	\$ 164.50
1	46	Salon Nouveau	224 N Howard St	Retail Ground	2,200	\$ 484.00	\$ 484.00
3	83	Masonry Industry Promotion Group	1325 W 1st Ave, #310 Eldridge Bldg	Office Upper	631	\$ 90.00	\$ 90.00
3	83	Powers Stromberg Pension Consulting Inc	1325 W 1st Ave, #304 Eldridge Bldg	Office Upper	1,210	\$ 90.00	\$ 90.00
5	24	Red Lion Hotels Corporation	201 W North River Dr, #130 RLH Bldg	Office Ground	2,876	\$ 258.84	\$ 258.84
5	24	180 Chiropractic Wellness LLC	201 W North River Dr, #170 RLH Bldg	Retail Ground	949	\$ 94.90	\$ 94.90
2	17	Railbox Consulting LLC	905 W Riverside Ave, #204 Great Western Bldg	Office Upper	442	\$ 90.00	\$ 90.00
2	17	Dr Scott Mabree	905 W Riverside Ave, #610 Great Western Bldg	Office Upper	2,087	\$ 166.96	\$ 166.96
5	12	Gregory S Morrison Attorney	921 W Broadway Ave, #302 Broadway Bldg	Office Upper	350	\$ 90.00	\$ 90.00
5	12	Thomas R McGarry	921 W Broadway Ave, #205B Broadway Bldg	Office Upper	350	\$ 90.00	\$ 90.00
5	12	Law Offices of Christian J Phelps	921 W Broadway Ave, #201 Broadway Bldg	Office Upper	498	\$ 90.00	\$ 90.00
4	62	Gamers Arcade Bar	321 W Sprague Ave	Office Ground	1,094	\$ 98.46	\$ 98.46
5	12	Mark R Iverson PS	921 W Broadway Ave, #305 Broadway Bldg	Office Upper	1,150	\$ 90.00	\$ 90.00
5	22	Mayken	621 W Mallon Ave, #515 Flour Mill	Exempt	984	\$ -	\$ -
5	24	USA - Army Recruiting Office	111 W North River Dr, #202 River's Edge Bldg	Exempt	1,748	\$ -	\$ -
1	41	Brian Gosline	601 W Main Ave, #813 Chase	Office Upper	704	\$ 90.00	\$ 90.00
1	41	RiskLens	601 W Main Ave, #917 Chase	Office Upper	3,058	\$ 275.22	\$ 275.22
2	43	Accountemps and Officeteam	601 W Riverside Ave, #960 Bank Of America FC	Office Upper	2,336	\$ 186.88	\$ 186.88
2	36	Coffman Engineers	10 N Post St, #500 Peyton Bldg	Office Upper	14,296	\$ 1,143.68	\$ 1,143.68
2	36	R E J Designs	10 N Post St, #646 Peyton Bldg	Office Upper	180	\$ 90.00	\$ 90.00
4	64	STCU Branch	9 S Washington St, #101 Hutton Bldg	Retail Ground	2,300	\$ 230.00	\$ 230.00
5	13	Terry Snow PLLC	711 N Lincoln St, #A-1 Lincoln Court Bldg	Office Ground	1,120	\$ 100.80	\$ 100.80
1	47	Davis' Watch-Clock-Jewelry Repair	511 W Main Ave, #203 Parkade Plaza	Retail Skywalk	545	\$ 119.90	\$ 119.90
2	29	BECU	801 W Riverside Ave, #510 SRBC Bldg	Office Upper	1,909	\$ 152.72	\$ 152.72
4	61	David J. Groesbeck P.S.	313 W Riverside Ave Morgan	Office Ground	1,700	\$ 153.00	\$ 153.00
2	51	Sushi.com	430 W Main Ave	Retail Ground	4,700	\$ 564.00	\$ 564.00
1	34	Travelers Property Casualty	707 W Main Ave, #300 Crescent Court	Office Upper	40,000	\$ 3,600.00	
				Office Upper	17,160	\$ 1,544.40	\$ 5,144.40
5	24	Red Lion Hotels Corporation	201 W North River Dr, #100 RLH Bldg	Office Ground	9,308	\$ 837.72	\$ 837.72
3	81	Bonded Adjustment Co.	1229 W 1st Ave	Retail Ground	4,306	\$ 430.60	\$ 430.60
2	54	Markam Group Inc PS	421 W Riverside Ave, #1060 Paulsen Center	Office Upper	2,791	\$ 223.28	\$ 223.28
2	37	Morgan Stanley Smith Barney	717 W Sprague Ave, #500 WTFC	Office Upper	8,839	\$ 707.12	\$ 707.12
1	39	Orlison Brewing	1017 W 1st Ave, #A Railside Center	Retail Upper	650	\$ 90.00	\$ 90.00
4	25	Doubletree by Hilton Hotel	322 N Spokane Falls Ct	Hotels & Motels	367	\$ 7,340.00	\$ 7,340.00
2	56	Thai On First	411 W 1st Ave	Retail Ground	2,250	\$ 270.00	\$ 270.00
2	53	Yoder, Medina, Campbell	422 W Riverside Ave, #500 USBank Bldg	Office Upper	1,270	\$ 101.60	
				Office Upper	2,029	\$ 162.32	\$ 263.92
1	41	Digatron LLC	120 N Wall St, #300 The One Twenty	Office Upper	3,400	\$ 306.00	\$ 306.00
1	41	Fireman's Fund Insurance Co.	601 W Main Ave, #1011 Chase	Exempt	748	\$ -	\$ -

# Downtown Improvement District Tenant Assessment Roll



1	41	Fireman's Fund Insurance Co.	601 W Main Ave, #1012 Chase	Exempt	1,069	\$	-	\$	-
5	12	On Broadway Salon & Spa	915 W Broadway AveSpokane, WA 99201	Retail Ground	3,000	\$	300.00	\$	300.00
5	13	Alexander York - The Salon & Barbershop	628 N Monroe St Holmes Bldg	Retail Ground	1,000	\$	100.00	\$	100.00
2	19	Litho Art Printers, Inc.	118 S Lincoln St	Manufacturing	7,000	\$	560.00	\$	560.00
2	52	Visionary Communications Inc	118 N Stevens St 118 Building	Office Ground	647	\$	71.17		
				Office Basement	2,007	\$	160.56		
				Office Upper	4,027	\$	322.16	\$	553.89
4	22	SPOKANE PUBLIC FACILITIES DISTRICT	ADDRESS UNKNOWN	Public Facilities District	256	\$	90.00	\$	90.00
6	22	CITY OF SPOKANE	809 N WASHINGTON ST	Public Parks	5	\$	682.50	\$	682.50
2	54	Bliss Hair Salon	421 W Riverside Ave, #106 Paulsen Center	Retail Ground	1,139	\$	136.68	\$	136.68
2	36	Landau Associates Inc	10 N Post St, #218 Peyton Bldg	Office Upper	1,519	\$	121.52	\$	121.52
1	34	Ridler Piano Bar	718 W Riverside Ave 718 Bldg	Retail Ground	3,152	\$	693.44	\$	693.44
5	2	Milford's Fish House	719 N Monroe St	Retail Ground	8,000	\$	800.00	\$	800.00
1	34	Bruchi's	707 W Main Ave, #A1 Crescent Court	Retail Ground	1,803	\$	396.66	\$	396.66
1	32	Scott Kine	221 N Wall St, #320 Old City Hall	Office Upper	5,068	\$	456.12	\$	456.12
2	49	Downtown Hair Salon	11 S Howard St Symons Bldg	Retail Ground	1,208	\$	144.96	\$	144.96
2	54	Tony Roslund Photography + Motion	421 W Riverside Ave, #105 Paulsen Center	Office Upper	1,600	\$	128.00	\$	128.00
1	34	Starbuck's Coffee	721 W Main Ave Crescent Court	Retail Ground	1,680	\$	369.60	\$	369.60
1	32	Runner's Soul	221 N Wall St, #127 Old City Hall	Retail Ground	2,705	\$	595.10	\$	595.10
2	36	Washington Trust Bank	10 N Post St, #325 Peyton Bldg	Office Upper	3,882	\$	310.56	\$	310.56
5	12	North by Northwest Productions	903 W Broadway Ave	Office Ground	3,000	\$	270.00	\$	270.00
5	22	Spokane Federal Credit Union	601 W Mallon Ave	Office Ground	12,828	\$	1,154.52	\$	1,154.52
2	53	Wiley's Downtown Café	115 N Washington St, #1st Fl Jockey Club Bldg	Retail Ground	1,933	\$	231.96	\$	231.96
1	26	Chico's - Store #207	808 W Main Ave, #101, RPS	Retail Ground	3,712	\$	816.64	\$	816.64
1	26	Ben Bridge Jeweler	808 W Main Ave, #103, RPS	Retail Ground	1,475	\$	324.50	\$	324.50
1	26	Tomato Street	808 W Main Ave, #106 RPS	Retail Ground	7,088	\$	1,559.36	\$	1,559.36
1	26	Tortilla Union	808 W Main Ave, #109 RPS	Retail Ground	4,091	\$	900.02	\$	900.02
1	26	Williams-Sonoma	818 W Main Ave, #110, RPS	Retail Ground	4,699	\$	1,033.78	\$	1,033.78
1	26	Rocky Mountain Chocolate Factory	808 W Main Ave, #147, RPS	Retail Ground	345	\$	90.00	\$	90.00
1	26	Bath & Body Works	808 W Main Ave, #203, RPS	Retail Skywalk	2,400	\$	528.00	\$	528.00
1	26	GAP/Gap Kids	808 W Main Ave, #231, RPS	Retail Skywalk	8,790	\$	1,933.80	\$	1,933.80
1	26	AMC Theatres Riverpark Square 20	808 W Main Ave, #334, RPS	Theaters	1,586	\$	3,965.00	\$	3,965.00
1	26	Anderson & Emami	814 W Main Ave, #111, RPS	Retail Ground	3,835	\$	843.70	\$	843.70
2	17	Inland Mortgage	910 W Sprague Ave	Office Ground	4,000	\$	440.00	\$	440.00
2	17	Griffiths, Dreher & Evans PS CPAs	906 W Sprague Ave	Office Ground	4,000	\$	440.00	\$	440.00
2	7	Chronicle Production Facility	1 N Monroe St	Manufacturing	140,000	\$	11,200.00	\$	11,200.00
1	34	Red Robin International Inc	725 W Main Ave Crescent Court	Retail Ground	8,632	\$	1,899.04	\$	1,899.04
1	34	Umpqua Bank	707 W Main Ave, #500 Crescent Court	Office Upper	12,738	\$	1,146.42	\$	1,146.42
1	34	Umpqua Bank	707 W Main Ave, #600 Crescent Court	Office Upper	24,140	\$	2,172.60	\$	2,172.60
2	54	Steve Cote & Scot Pyle	421 W Riverside Ave, #904 Paulsen Center	Office Upper	704	\$	90.00	\$	90.00

# Downtown Improvement District Tenant Assessment Roll



2	54	Spokane Regional Transportation Council	421 W Riverside Ave, #500 Paulsen Center	Office Upper	4,200	\$	336.00	\$	<b>336.00</b>
2	53	Zayo Bandwidth	422 W Riverside Ave, #317 USBank Bldg	Exempt	396	\$	-	\$	-
2	53	Cutting Edge Communications	422 W Riverside Ave, #516 USBank Bldg	Retail Upper	221	\$	17.68		
				Office Upper	266	\$	21.28		
				Office Upper	1,380	\$	110.40	\$	<b>149.36</b>
1	41	John K. Weigand P.S.	601 W Main Ave, #812 Chase	Office Upper	980	\$	90.00	\$	<b>90.00</b>
1	41	James J. Workland	601 W Main Ave, #814 Chase	Office Upper	927	\$	90.00	\$	<b>90.00</b>
1	28	Lincoln Parking Garage	818 W Riverside Ave, #300 Lincoln Plaza	Commercial Parking	260	\$	780.00	\$	<b>780.00</b>
2	9	Brooklyn Deli & Lounge	1001 W 1st Ave Montvale Block	Retail Ground	3,900	\$	468.00	\$	<b>468.00</b>
1	26	Sephora	808 W Main Ave, #233 RPS	Retail Skywalk	3,788	\$	833.36	\$	<b>833.36</b>
1	26	Sushi Maru	808 W Main Ave, #105 RPS	Retail Ground	5,600	\$	1,232.00	\$	<b>1,232.00</b>
1	26	Verizon Wireless	808 W Main Ave, #212 RPS	Retail Skywalk	1,891	\$	416.02	\$	<b>416.02</b>
1	33	Banana Republic	722 W Main Ave, #115 RPS	Retail Ground	6,519	\$	1,434.18	\$	<b>1,434.18</b>
1	26	Twigs Bistro & Martini Bar	808 W Main Ave, #322 RPS	Retail Skywalk	7,672	\$	1,687.84	\$	<b>1,687.84</b>
1	33	Pottery Barn	718 W Main Ave, #119 RPS	Retail Ground	9,625	\$	2,117.50	\$	<b>2,117.50</b>
1	33	The North Face	714 W Main Ave, #121 RPS	Retail Ground	7,381	\$	1,623.82	\$	<b>1,623.82</b>
4	58	Central Parking	220 W Main Ave	Commercial Parking	52	\$	104.00	\$	<b>104.00</b>
4	68	Luigi's Restaurant	225 W Main Ave	Commercial Parking	70	\$	140.00	\$	<b>140.00</b>
4	68	Diamond Parking	Main & Bernard	Commercial Parking	48	\$	96.00	\$	<b>96.00</b>
2	51	Ampco Parking	400 W Main Ave	Commercial Parking	60	\$	150.00	\$	<b>150.00</b>
2	55	Diamond Parking	Sprague & Washington	Commercial Parking	121	\$	302.50	\$	<b>302.50</b>
4	64	Spokane Teachers Credit Union	333 W Sprague Ave	Commercial Parking	100	\$	200.00	\$	<b>200.00</b>
2	19	Barnett Properties	923 W 1st Ave	Commercial Parking	50	\$	125.00	\$	<b>125.00</b>
4	66	Chili's Bar & Grill	207 W Spokane Falls Blvd	Commercial Parking	50	\$	100.00		
				Retail Ground	5,417	\$	541.70	\$	<b>641.70</b>
2	48	HartCrowser	505 W Riverside Ave, #205 Fernwell Bldg	Office Upper	1,449	\$	115.92	\$	<b>115.92</b>
3	85	Rogue Salon	108 S Cedar St Grand Coulee Bldg	Retail Ground	523	\$	90.00	\$	<b>90.00</b>
2	51	Allied Training Systems	203 N Washington St, #M100 Liberty Bldg	Office Upper	1,320	\$	105.60	\$	<b>105.60</b>
4	68	Luigi's Italian Restaurant and Deli	245 W Main Ave	Retail Ground	5,700	\$	570.00	\$	<b>570.00</b>
2	43	Konica Minolta Business Solutions USA	601 W Riverside Ave, #431 Bank Of America FC	Office Upper	1,938	\$	155.04	\$	<b>155.04</b>
2	53	Century Link	422 W Riverside Ave, #1510 USBank Bldg	Office Upper	215	\$	90.00	\$	<b>90.00</b>
2	53	Zayo Bandwidth NW	422 W Riverside Ave, #325 USBank Bldg	Office Upper	781	\$	62.48		
				Office Upper	506	\$	40.48		
				Office Upper	396	\$	31.68		
				Office Upper	1,565	\$	125.20		
				Office Upper	975	\$	78.00	\$	<b>337.84</b>
2	53	MCI Worldcom	422 W Riverside Ave, #1415 USBank Bldg	Office Upper	335	\$	26.80		
				Office Upper	1,334	\$	106.72	\$	<b>133.52</b>
4	66	FedEx Office Print & Ship Center	259 W Spokane Falls Blvd Fruci	Retail Ground	4,953	\$	495.30	\$	<b>495.30</b>
2	17	Greg Thomas Consulting	905 W Riverside Ave, #407 Great Western Bldg	Office Upper	434	\$	90.00	\$	<b>90.00</b>

# Downtown Improvement District Tenant Assessment Roll



2	36	Craft3	10 N Post St, #220 Peyton Bldg	Office Upper	1,500	\$ 120.00	\$ 120.00
2	36	Michael J Delay PS	10 N Post St, #301 Peyton Bldg	Office Upper	811	\$ 90.00	\$ 90.00
2	36	Standard Insurance Co	10 N Post St, #309 Peyton Bldg	Office Upper	1,590	\$ 127.20	\$ 127.20
3	79	DOTY, MICHAEL / JONES, VALERIE	1219 W RIVERSIDE AVE	Residential	940	\$ 376.20	\$ 376.20
3	79	SHEA, GARRY T	1221 W RIVERSIDE AVE	Residential	523	\$ 209.40	\$ 209.40
3	79	ANDERSON, RONALD	1223 W RIVERSIDE AVE	Residential	777	\$ 311.00	\$ 311.00
2	52	Pettigrew's Spokane Exercise Equipment Sales	421 W Main Ave, #100	Retail Ground	3,500	\$ 420.00	\$ 420.00
1	47	Osprey Investors LLC	518 W Riverside Ave	Office Ground	11,300	\$ 1,356.00	\$ 1,356.00
3	79	FLEMING, KARL N & SUZANNE W	1225 W RIVERSIDE AVE	Residential	667	\$ 266.92	\$ 266.92
1	41	Jigsaw	601 W Main Ave, #103 Chase	Retail Ground	2,102	\$ 462.44	\$ 462.44
4	69	The Riff	215 W Main Ave	Retail Ground	300	\$ 90.00	\$ 90.00
1	34	Travelers Property Casualty	707 W Main Ave, #700 Crescent Court	Office Upper	3,094	\$ 278.46	
				Office Upper	20,424	\$ 1,838.16	\$ 2,116.62
1	26	Fan Suite	808 W Main Ave, #301 RPS	Retail Upper	1,060	\$ 95.40	\$ 95.40
1	26	Panda Express	808 W Main Ave, #FC-4 RPS	Retail Upper	798	\$ 90.00	\$ 90.00
1	26	Aveda Environmental Lifestyle Store	808 W Main Ave, #211 RPS	Retail Skywalk	1,000	\$ 220.00	\$ 220.00
1	26	Red Fox Sports	808 W Main Ave, #108 RPS	Retail Ground	2,452	\$ 539.44	\$ 539.44
2	9	Whistle Punk	122 S Monroe St, #A Railside Center	Retail Ground	1,226	\$ 147.12	\$ 147.12
3	81	J. Mikalson Antiques & Decorative Arts	1219 W 1st Ave	Office Ground	1,000	\$ 90.00	\$ 90.00
2	43	Clearwater Paper Corp	601 W Riverside Ave, #1100 Bank Of America FC	Office Upper	15,856	\$ 1,268.48	
				Office Upper	15,856	\$ 1,268.48	\$ 2,536.96
2	43	Theodora Saltee	601 W Riverside Ave, #215 Bank Of America FC	Office Upper	300	\$ 90.00	\$ 90.00
2	48	Home Debut / Tour Factory	505 W Riverside Ave, #305 Fernwell Bldg	Exempt	1,364	\$ -	\$ -
1	28	Moloney & O'Neill	818 W Riverside Ave, #800 Lincoln Plaza	Office Upper	11,064	\$ 995.76	\$ 995.76
1	26	White House Black Market - Store #3277	808 W Main Ave, #104 RPS	Retail Ground	3,200	\$ 704.00	\$ 704.00
1	41	Thomas Hammer Coffee	601 W Main Ave, #101 Chase	Retail Ground	1,167	\$ 256.74	\$ 256.74
2	29	Helix Tasting Room	824 W Sprague Ave Michael Bldg	Retail Ground	800	\$ 96.00	\$ 96.00
4	69	Roloff Digital Forensics LLC	225 W Main Ave, #100 Edwards Bldg	Office Ground	3,000	\$ 270.00	\$ 270.00
4	69	Hawkins Edwards	225 W Main Ave, #200 Edwards Bldg	Office Upper	3,000	\$ 210.00	\$ 210.00
4	69	Design Spike	221 W Main Ave, #100 Edwards Bldg	Retail Ground	3,000	\$ 300.00	\$ 300.00
4	69	Financial Management Inc	221 W Main Ave, #200 Edwards Bldg	Office Upper	3,000	\$ 210.00	\$ 210.00
2	49	Downtown Groceries	525 W Sprague Ave Symons Bldg	Retail Ground	3,130	\$ 375.60	\$ 375.60
2	50	Black Realty Management	107 S Howard St, #600 Tomlinson Black Building	Office Upper	6,250	\$ 500.00	\$ 500.00
3	79	ADAMS ST LOFTS CONDO OWNERS ASSOCIATION	115 S ADAMS ST Adams Street Lofts	Exempt	0	\$ -	\$ -
3	80	KHQ Inc	1201 W Sprague Ave	Office Upper	21,329	\$ 1,493.03	
				Commercial Parking	78	\$ 156.00	
				Office Ground	34,245	\$ 3,082.05	\$ 4,731.08
2	54	Wilderness Medical Staffing	421 W Riverside Ave, #304 Paulsen Center	Exempt	791	\$ -	\$ -
3	76	Cowles Publishing Parking Garage	1102 W Sprague Ave	Commercial Parking	210	\$ 420.00	\$ 420.00
5	24	Oxford Suites Downtown	115 W North River Dr	Hotels & Motels	125	\$ 2,500.00	\$ 2,500.00

# Downtown Improvement District Tenant Assessment Roll



3	85	Two Women Vintage Goods	110 S Cedar St Grand Coulee Bldg	Exempt	1,200	\$	-	\$	-
2	55	Galactic Dungeon Studios LLC	7 S Stevens St	Retail Ground	1,645	\$	197.40	\$	197.40
2	30	Strata SalonSpa	827 W 1st Ave, #101 Courtyard Office Center	Retail Ground	1,200	\$	144.00	\$	144.00
2	31	Davenport Historic Hotel	10 S Post St Davenport Hotel	Hotels & Motels	284	\$	5,680.00	\$	5,680.00
2	55	Gemelli Coffee Roastery	418 W 1st Ave	Office Upper	1,401	\$	112.08		
				Retail Ground	1,401	\$	168.12	\$	280.20
2	9	Gilded Unicorn	110 S Monroe St Montvale Block	Retail Ground	2,100	\$	252.00	\$	252.00
2	31	LPL Financial	111 S Post St, #2295 Davenport Tower	Office Upper	560	\$	90.00	\$	90.00
1	26	Leland's	808 W Main Ave, #243 RPS	Retail Upper	680	\$	90.00	\$	90.00
5	24	Red Lion Hotels Corporation	201 W North River Dr, #332 RLH Bldg	Office Upper	520	\$	90.00	\$	90.00
3	83	Fringe & Fray	1325 W 1st Ave, #102 Eldridge Bldg	Retail Ground	1,800	\$	180.00	\$	180.00
2	30	AHBL Engineers	827 W 1st Ave, #201 Courtyard Office Center	Office Upper	1,800	\$	144.00	\$	144.00
2	30	Worldwide Express	827 W 1st Ave, #308 Courtyard Office Center	Office Upper	783	\$	90.00	\$	90.00
2	30	Big Show Mobile	827 W 1st Ave, #309 Courtyard Office Center	Office Upper	261	\$	90.00	\$	90.00
1	26	Connect Wireless	808 W Main Ave, #307 RPS	Retail Upper	1,327	\$	119.43	\$	119.43
2	54	Law Office of Robert Crick LLC	421 W Riverside Ave, #1560 Paulsen Center	Office Upper	466	\$	90.00	\$	90.00
2	17	Svennungsen Law Office	905 W Riverside Ave, #504 Great Western Bldg	Office Upper	450	\$	90.00	\$	90.00
2	17	ACE Wholesale	905 W Riverside Ave, #203 Great Western Bldg	Office Upper	195	\$	90.00	\$	90.00
5	24	Stearns Lending	111 W North River Dr, #205 River's Edge Bldg	Office Upper	2,272	\$	159.04	\$	159.04
2	36	Shop Around the Corner	10 N Post St, #102 Peyton Bldg	Retail Ground	1,353	\$	162.36	\$	162.36
2	31	Davenport Spa-Salon	10 S Post St Davenport Hotel	Exempt	5,000	\$	-	\$	-
1	35	Pizza Rita	701 W Riverside Ave, #B STA Plaza	Retail Skywalk	907	\$	199.54	\$	199.54
6	22	CITY OF SPOKANE	832 N HOWARD ST	Public Parks	3	\$	400.50	\$	400.50
6	22	CITY OF SPOKANE	507 W CATALDO AVE	Public Parks	1	\$	94.50	\$	94.50
2	54	Specialty Training	421 W Riverside Ave, #252 Paulsen Center	Office Upper	4,578	\$	366.24	\$	366.24
2	54	Fairway Independent Mortgage	421 W Riverside Ave, #319 Paulsen Center	Office Upper	2,300	\$	184.00	\$	184.00
2	54	The Decal Factory	421 W Riverside Ave, #400 Paulsen Center	Office Upper	1,861	\$	148.88	\$	148.88
2	36	Cougar Crest Estate Winery	8 N Post St, #6 Peyton Bldg	Retail Ground	1,260	\$	151.20	\$	151.20
1	34	Scottrade Investments	707 W Main Ave, #A3 Crescent Court	Office Ground	1,654	\$	198.48	\$	198.48
5	22	Cashmere	621 W Mallon Ave, #303/304 Flour Mill	Retail Upper	816	\$	57.12		
				Retail Upper	1,035	\$	72.45	\$	129.57
5	22	Chateau Rive	621 W Mallon Ave, #100 Flour Mill	Retail Ground	5,200	\$	520.00	\$	520.00
2	54	Owen Law Group	421 W Riverside Ave, #416B Paulsen Center	Office Upper	351	\$	90.00	\$	90.00
2	54	Bohrnsen SSL&A PLLC	421 W Riverside Ave, #503 Paulsen Center	Office Upper	872	\$	90.00	\$	90.00
2	54	Law Office of Jacqueline Porter	421 W Riverside Ave, #709 Paulsen Center	Exempt	398	\$	-	\$	-
1	26	Taco Del Mar	808 W Main Ave, #FC-8 RPS	Retail Upper	802	\$	90.00	\$	90.00
5	3	T's Lounge	703 N Monroe St, #A Dresden Bldg	Office Ground	1,000	\$	90.00	\$	90.00
1	28	Banner Bank	802 W Riverside Ave, #100 Banner Bank Bldg	Office Ground	12,724	\$	1,526.88	\$	1,526.88
1	26	Subway	808 W Main Ave, #FC-2 RPS	Retail Upper	636	\$	90.00	\$	90.00
1	26	J Jill	808 W Main Ave, #107 RPS	Retail Ground	2,898	\$	637.56	\$	637.56

# Downtown Improvement District Tenant Assessment Roll



1	47	Advanced Aesthetics	522 W Riverside Ave, #202 Fidelity Bldg	Retail Upper	2,045	\$	184.05	\$	184.05
1	41	Lincoln Barber Shop	601 W Main Ave, #209 Chase	Retail Skywalk	580	\$	127.60	\$	127.60
2	30	White Line Designs	827 W 1st Ave, #320 Courtyard Office Center	Office Upper	246	\$	90.00	\$	90.00
2	30	Lucent Law	827 W 1st Ave, #425 Courtyard Office Center	Office Upper	1,640	\$	131.20	\$	131.20
3	83	Belsby Engineering LLC	1325 W 1st Ave, #204 Eldridge Bldg	Office Upper	2,783	\$	194.81	\$	194.81
3	83	DMC Properties	1325 W 1st Ave, #210 Eldridge Bldg	Office Upper	894	\$	90.00	\$	90.00
2	31	Va Piano Winery	10 S Post St Davenport Hotel	Retail Ground	250	\$	90.00	\$	90.00
5	24	WIPFLI LLP	201 W North River Dr, #430 RLH Bldg	Exempt	1,089	\$	-	\$	-
5	24	Sayre & Sayre	201 W North River Dr, #460 RLH Bldg	Office Upper	2,989	\$	209.23	\$	209.23
5	24	Farmers Insurance Exchange	201 W North River Dr, #450 RLH Bldg	Office Upper	3,286	\$	230.02		
				Office Upper	2,613	\$	182.91	\$	412.93
2	9	Hallett's Chocolates	1029 W 1st Ave New Madison	Retail Ground	710	\$	90.00	\$	90.00
1	26	Oil & Vinegar	808 W Main Ave, #201 RPS	Retail Upper	1,193	\$	107.37	\$	107.37
2	9	Satori Dance	122 S Monroe St, #D Railside Center	Retail Ground	1,685	\$	202.20	\$	202.20
1	29	Global CU Home Loan Center	726 W Riverside Ave Global Credit Union	Office Ground	4,176	\$	501.12	\$	501.12
1	29	Wholesale Floors, LLC	722 W Riverside Ave Global Credit Union	Office Ground	3,000	\$	360.00	\$	360.00
1	29	Bistango Martini Lounge	108 N Post St Global Credit Union	Retail Ground	1,000	\$	220.00	\$	220.00
2	9	Montvale Hotel	1005 W 1st Ave Montvale Block	Hotels & Motels	36	\$	720.00	\$	720.00
1	26	Ben & Jerry's Scoop Shop	808 W Main Ave, #FC-10 RPS	Retail Upper	326	\$	90.00	\$	90.00
3	79	Trackside Studio Ceramic Art Gallery	115 S Adams St Adams Street Lofts	Retail Ground	800	\$	90.00	\$	90.00
3	79	Julie Elaine	115 S Adams St, #4 Adams Street Lofts	Retail Ground	750	\$	90.00	\$	90.00
1	26	Anemone Paper Flowers	808 W Main Ave, 1st Flr	Retail Ground	300	\$	90.00	\$	90.00
4	64	Sweet Frostings	9 S Washington St, #111/115 Hutton Bldg	Retail Ground	3,674	\$	367.40	\$	367.40
4	61	Spokane Coin Exchange	108 N Washington St, #103 Legion Bldg	Retail Ground	732	\$	90.00	\$	90.00
4	61	Paige Numata PhD	108 N Washington St, #421 - 422 Legion Bldg	Office Upper	537	\$	90.00	\$	90.00
1	32	STCU	207 N Wall St, #101 Saad Bldg	Retail Skywalk	750	\$	165.00		
				Office Upper	1,650	\$	148.50	\$	313.50
4	71	Garageland	230 W Riverside Ave	Retail Ground	3,234	\$	323.40	\$	323.40
4	72	The House of Pop	227 W Riverside Ave, #B/C Hale Bldg	Exempt	800	\$	-	\$	-
2	18	The District Bar	916 W 1st Ave Western Center	Retail Ground	5,775	\$	693.00	\$	693.00
4	60	Sherwood Apartments	123 N Bernard St	Apartments	33	\$	90.00	\$	90.00
1	26	Pendelton	808 W Main Ave, #218 RPS	Retail Skywalk	3,150	\$	693.00	\$	693.00
5	21	Anthony's Homeport at Spokane Falls	510 N Lincoln St	Retail Upper	2,038	\$	142.66		
				Retail Ground	8,632	\$	863.20	\$	1,005.86
2	53	Coffee Cup Café	422 W Riverside Ave, #102 USBank Bldg	Retail Skywalk	294	\$	90.00	\$	90.00
2	30	Strategy Lab	827 W 1st Ave, #414 Courtyard Office Center	Retail Upper	252	\$	90.00	\$	90.00
1	26	Polka Dot Pottery	808 W Main Ave, #225/227 RPS	Retail Skywalk	1,828	\$	402.16	\$	402.16
1	26	Classic Burger	808 W Main Ave, #FC-5 RPS	Retail Upper	784	\$	90.00	\$	90.00
1	26	Auntie Anne's Pretzels	808 W Main Ave, #222 RPS	Retail Skywalk	344	\$	90.00	\$	90.00
2	36	Douglas & Eden	10 N Post St, #316 Peyton Bldg	Office Upper	851	\$	90.00	\$	90.00



# Downtown Improvement District Tenant Assessment Roll



2	36	Coffman Engineers	10 N Post St, #439/440/450 Peyton Bldg	Office Upper	937	\$ 90.00	\$ 90.00
1	26	Miso Fresh Asian	808 W Main Ave, #FC-6 RPS	Retail Upper	571	\$ 90.00	\$ 90.00
5	24	Assured Home Health	111 W North River Dr, #204 River's Edge Bldg	Office Upper	2,218	\$ 155.26	\$ 155.26
3	80	KOOK, TERI & DAVID	1221 W RAILROAD ALLEY, #UNIT 1 BLUE CHIP LOFT	Residential	295	\$ 118.02	\$ 118.02
3	80	DARRIN T. BLUME	1221 W RAILROAD ALLEY, #UNIT 2 BLUE CHIP LOFT	Residential	206	\$ 90.00	\$ 90.00
3	80	TOBBY W. HATLEY	1221 W RAILROAD ALLEY, #UNIT 3 BLUE CHIP LOFT	Residential	215	\$ 90.00	\$ 90.00
3	80	ELIGSEN, RICHARD & MICHELLE	1221 W RAILROAD ALLEY, #UNIT 4 BLUE CHIP LOFT	Residential	476	\$ 190.30	\$ 190.30
3	80	SKOINE, MARK & DEBRA	1221 W RAILROAD ALLEY, #UNIT 5 BLUE CHIP LOFT	Residential	259	\$ 103.66	\$ 103.66
3	80	CASSIDA, BRENDAN W	1221 W RAILROAD ALLEY, #UNIT 6 BLUE CHIP LOFT	Residential	211	\$ 90.00	\$ 90.00
3	80	MARY LYNN BOARDMAN	1221 W RAILROAD ALLEY, #UNIT 7 BLUE CHIP LOFT	Residential	165	\$ 90.00	\$ 90.00
3		BRADLEY WATERBURY	1221 W RAILROAD ALLEY, #UNIT 8 BLUE CHIP LOFT	Residential	263	\$ 105.10	\$ 105.10
3	80	NGS TRUST	1221 W RAILROAD ALLEY, #UNIT 9 BLUE CHIP LOFT	Residential	364	\$ 145.42	\$ 145.42
3	80	LISK LIVING TRUST	1221 W RAILROAD ALLEY, #UNIT 10 BLUE CHIP LOFT	Residential	514	\$ 205.58	\$ 205.58
3	80	BRYAN & MICHELLE DEARDEN	1221 W RAILROAD ALLEY, #UNIT 11 BLUE CHIP LOFT	Residential	184	\$ 90.00	\$ 90.00
3	80	BLUE CHIP LOFTS CONDOMINIUMS OWNERS ASSOCIATION	1221 W RAILROAD ALLEY BLUE CHIP LOFT	Exempt	100	\$ -	\$ -
2	53	Noel Communications Inc	422 W Riverside Ave, #1504 USBank Bldg	Office Upper	1,088	\$ 90.00	\$ 90.00
2	53	Zayo Bandwidth NW	422 W Riverside Ave, #616 USBank Bldg	Exempt	506	\$ -	\$ -
4	61	Airpol LLC / KOA Ventures LLC	108 N Washington St, #305 Legion Bldg	Office Upper	2,550	\$ 178.50	\$ 178.50
4	61	VickerMan & Driscoll Financial Advisors	108 N Washington St, #300 Legion Bldg	Office Upper	1,756	\$ 122.92	\$ 122.92
2		Memories By Design	827 W 1st Ave, #401, 418 Courtyard Office Center	Office Upper	5,107	\$ 408.56	\$ 408.56
2	30	Global Distribution	827 W 1st Ave, #418 Courtyard Office Center	Retail Upper	851	\$ 90.00	\$ 90.00
2	30	Franklin Loan Center	827 W 1st Ave, #121 Courtyard Office Center	Retail Ground	485	\$ 90.00	\$ 90.00
3	83	7 Storms Advertising	1325 W 1st Ave, #206 Eldridge Bldg	Office Upper	607	\$ 90.00	\$ 90.00
3	83	Chris Bradley	1325 W 1st Ave, #216 Eldridge Bldg	Office Upper	270	\$ 90.00	\$ 90.00
3	83	Erika Klossner Counseling	1325 W 1st Ave, #218 Eldridge Bldg	Office Upper	245	\$ 90.00	\$ 90.00
4	63	Upper Glen Café	309 W Riverside Ave Glen Dow Bldg	Retail Ground	751	\$ 90.00	\$ 90.00
1	34	Lululemon	707 W Main Ave Crescent Court	Retail Ground	3,812	\$ 838.64	\$ 838.64
5	24	Imperial PFS	201 W North River Dr, #301 RLH Bldg	Office Upper	2,396	\$ 167.72	\$ 167.72
5	24	Trans Canada	201 W North River Dr, #505 RLH Bldg	Office Upper	6,822	\$ 477.54	\$ 477.54
2	54	Purpose Financial Advisors	421 W Riverside Ave, #256 Paulsen Center	Office Ground	800	\$ 90.00	\$ 90.00
3	79	HAL R & VICKI M DIXON	1209 W RIVERSIDE AVE	Residential	441	\$ 176.40	\$ 176.40
3	79	JANS, DONALD & MARILYN	1211 W RIVERSIDE AVE	Residential	369	\$ 147.80	\$ 147.80
4	64	Assisted Life Solutions LLC	308 W 1st Ave, #205 Lorraine Bldg	Office Upper	150	\$ 90.00	\$ 90.00
4	64	Waypoint Professional Group	308 W 1st Ave, #209 Lorraine Bldg	Office Upper	100	\$ 90.00	\$ 90.00
4	64	Aurora Natural Resources Group Inc	308 W 1st Ave, #203 Lorraine Bldg	Office Upper	100	\$ 90.00	\$ 90.00
2	17	Philip Murphy - PLM Investment Advisors	421 W Riverside Ave, #1046 Paulsen Center	Office Upper	299	\$ 90.00	\$ 90.00
2	45	Roen Associates Inc	121 S Wall St Atrium Bldg	Exempt	1,250	\$ -	\$ -
3	80	BLUE CHIP LOFT CONDOMINIUMS	1221 W RAILROAD ALLEY BLUE CHIP LOFT	Exempt	2,370	\$ -	\$ -
3	79	RIVERSIDE COURT TOWNHOUSES	1220 W RIVERSIDE AVE	Exempt	2,920	\$ -	\$ -
2	19	Maud Artistry	920 W 1st Ave Western Center	Retail Ground	980	\$ 117.60	\$ 117.60

# Downtown Improvement District Tenant Assessment Roll



2	17	JT Tech Inc.	905 W Riverside Ave, #408 Great Western Bldg	Office Upper	505	\$ 90.00	\$ 90.00
5	13	Cutler Law Offices	711 N Lincoln St, #B Lincoln Court Bldg	Office Basement	870	\$ 90.00	\$ 90.00
1	67	Brennan Law PLLC	220 W Main Ave	Office Ground	1,531	\$ 183.72	\$ 183.72
4	61	The Unforgiven Lounge	108 N Washington St, #101-103 Legion Bldg	Retail Upper	1,348	\$ 94.36	
				Retail Ground	2,317	\$ 231.70	\$ 326.06
4	61	Leftbank Wine Bar	108 N Washington St, #105 Legion Bldg	Retail Ground	1,113	\$ 111.30	\$ 111.30
5	13	Christy Branson, Artist	626 N Monroe	Retail Ground	1,225	\$ 122.50	\$ 122.50
4	61	SDS Realty	108 N Washington St, #500 Legion Bldg	Office Upper	3,048	\$ 213.36	\$ 213.36
4	61	Eowen S Rosentrater Law Office	108 N Washington St, #302 Legion Bldg	Office Upper	1,776	\$ 124.32	\$ 124.32
5	12	John Rovtar Design Studio	921 W Broadway Ave, #203 Broadway Bldg	Office Upper	750	\$ 90.00	\$ 90.00
5	12	Cindy Jordan	921 W Broadway Ave, #205A Broadway Bldg	Office Upper	500	\$ 90.00	\$ 90.00
5	12	Law Offices of Peter March	921 W Broadway Ave, #201 Broadway Bldg	Office Upper	498	\$ 90.00	\$ 90.00
1	26	Francesca's Collections, Inc	808 W Main Ave, #245 RPS	Retail Skywalk	1,099	\$ 241.78	\$ 241.78
4	61	MSI Engineers Inc	108 N Washington St, #505 Legion Bldg	Office Upper	3,240	\$ 226.80	\$ 226.80
4	61	Amanda Kern Integrated Balance	108 N Washington St, #407 - 408 Legion Bldg	Office Upper	434	\$ 90.00	\$ 90.00
2	18	The Knitting Factory	919 W Sprague Ave Western Center	Retail Ground	6,573	\$ 788.76	\$ 788.76
2	18	Metropolitan Apartments	908 W 1st Ave Western Center	Apartments	18	\$ 90.00	\$ 90.00
2	18	Western United Life Assurance Company	926 W 1st Ave Western Center	Commercial Parking	60	\$ 150.00	\$ 150.00
1	34	Choice Holdings LLC	110 N Post St	Office Ground	1,083	\$ 129.96	\$ 129.96
2	29	Office of Chapter 13 Trustee	801 W Riverside Ave, #515 SRBC Bldg	Office Upper	6,291	\$ 503.28	\$ 503.28
2	54	Wood Insurance Network Group	421 W Riverside Ave, #668 Paulsen Center	Office Upper	338	\$ 90.00	\$ 90.00
2	54	ZBA Architecture P.S.	421 W Riverside Ave, #860 Paulsen Center	Office Upper	2,611	\$ 208.88	\$ 208.88
2	49	Law Offices of Maris Baltin's	7 S Howard St, #220, S200B Symons Bldg	Office Upper	423	\$ 33.84	
				Office Upper	1,382	\$ 110.56	\$ 144.40
2	49	House of Healing PLLC	7 S Howard St, #210 Symons Bldg	Retail Upper	2,228	\$ 178.24	\$ 178.24
2	49	Robert Rowley	7 S Howard St, #218 Symons Bldg	Office Upper	697	\$ 90.00	\$ 90.00
2	49	Spokane Copy Legal	7 S Howard St, #224 Symons Bldg	Office Upper	1,700	\$ 136.00	\$ 136.00
2	49	Paul DiNenna Jr	7 S Howard St, #425 Symons Bldg	Office Upper	1,318	\$ 105.44	\$ 105.44
2	49	Full Moon Integrative Therapy	7 S Howard St, #428 Symons Bldg	Office Upper	698	\$ 90.00	\$ 90.00
2	49	KSBN Radio	7 S Howard St, #430 Symons Bldg	Office Upper	484	\$ 90.00	\$ 90.00
4	72	Ten Salon Inc	15 N Browne St Havermale Park	Retail Ground	500	\$ 90.00	\$ 90.00
4	25	CITY OF SPOKANE	310 N POST ST	Public Parks	43	\$ 6,405.00	\$ 6,405.00
2	53	Star Touch Broadband Services	422 W Riverside Ave, #1521 USBank Bldg	Office Upper	317	\$ 90.00	\$ 90.00
2	53	Northwest Access Services	422 W Riverside Ave, #1520 USBank Bldg	Office Upper	285	\$ 90.00	\$ 90.00
2	53	Yoder, Medina, Campbell	422 W Riverside Ave, #501 USBank Bldg	Exempt	2,029	\$ -	\$ -
2	30	Gore Electric	827 W 1st Ave, #314 Courtyard Office Center	Office Upper	252	\$ 90.00	\$ 90.00
2	36	Tempus Cellars	8 N Post St, #8 Peyton Bldg	Retail Ground	1,344	\$ 161.28	\$ 161.28
4	72	Mountain Lakes Brewing Company	201 W Riverside Ave Havermale Park	Retail Ground	1,400	\$ 140.00	\$ 140.00
4	72	The Bartlett	228 W Sprague Ave Havermale Park	Retail Ground	3,000	\$ 300.00	\$ 300.00
4	72	nyne Bar & Bistro	232 W Sprague Ave Havermale Park	Retail Ground	4,300	\$ 430.00	\$ 430.00

# Downtown Improvement District Tenant Assessment Roll



1	26	Manny's Pizza	808 W Main Ave, #FC-3 RPS	Retail Upper	868	\$ 90.00	\$ 90.00
1	34	Umpqua Bank	707 W Main Ave, #450/550 Crescent Court	Office Upper	12,395	\$ 1,115.55	
				Office Upper	21,227	\$ 1,910.43	\$ 3,025.98
2	48	Felice Law Offices PS	505 W Riverside Ave, #210 Fernwell Bldg	Office Upper	2,031	\$ 162.48	\$ 162.48
1	26	Gaslamp	808 W Main Ave, #FC-1 RPS	Retail Upper	996	\$ 90.00	\$ 90.00
1	27	MUV Fitness	809 W Main Ave, #212 W 809 Bldg	Retail Skywalk	20,390	\$ 4,485.80	\$ 4,485.80
3	78	Weathers & Associates	105 S Madison St Otis Hotel	Office Ground	1,976	\$ 177.84	\$ 177.84
5	22	Evergreen Elder Law	621 W Mallon Ave, #300 Flour Mill	Office Ground	577	\$ 90.00	\$ 90.00
5	22	HoHo Teriyaki Chicken	621 W Mallon Ave, #305 Flour Mill	Retail Ground	678	\$ 90.00	\$ 90.00
5	22	Stantec	621 W Mallon Ave, #307 Flour Mill	Office Ground	1,252	\$ 112.68	\$ 112.68
5	22	Armstrong and O'Brien Therapy	621 W Mallon Ave, #503 Flour Mill	Office Upper	389	\$ 90.00	\$ 90.00
2	56	Hormel Law Office LLC	421 W 1st Ave, #110 Minnesota Bldg	Office Ground	1,300	\$ 143.00	\$ 143.00
4	61	Desautel Hege Communications	315 W Riverside Ave, #200 Morgan	Office Upper	5,484	\$ 383.88	\$ 383.88
1	27	P.F. Chang's China Bistro	801 W Main Ave W 809 Bldg	Retail Ground	8,133	\$ 1,789.26	\$ 1,789.26
2	54	Sodemann Documents Services Inc	421 W Riverside Ave, #975 Paulsen Center	Office Upper	1,178	\$ 94.24	
				Office Upper	306	\$ 24.48	\$ 118.72
1	40	Selkirk Investments Inc	222 N Wall St, #402 Wheatland FC	Office Upper	1,671	\$ 150.39	\$ 150.39
4	61	Dermatherapie Skin Spa	108 N Washington St, #415 - 419 Legion Bldg	Retail Upper	1,185	\$ 90.00	\$ 90.00
1	26	To Market	808 W Main Ave, #229 RPS	Retail Skywalk	920	\$ 202.40	\$ 202.40
1	46	Rover	530 W Main Ave, #204 Bennett Block	Office Skywalk	3,440	\$ 412.80	\$ 412.80
2	43	Delta Dental of Washington	601 W Riverside Ave, #1720 Bank Of America FC	Office Upper	1,031	\$ 90.00	\$ 90.00
1	46	Fusion Media	530 W Main Ave, #230 Bennett Block	Retail Skywalk	720	\$ 158.40	\$ 158.40
2	17	Primum Healthcare Solutions LLC	905 W Riverside Ave, #506 Great Western Bldg	Office Upper	508	\$ 90.00	\$ 90.00
5	13	Northwest Business Finance	711 N Lincoln St, #C Lincoln Court Bldg	Office Ground	580	\$ 90.00	\$ 90.00
1	41	Level 3 Communications	601 W Main Ave, #200 Chase	Office Upper	4,655	\$ 418.95	\$ 418.95
1	41	Thomas M Patrick CPA PS	601 W Main Ave, #320 Chase	Office Upper	2,621	\$ 235.89	\$ 235.89
5	22	Don Kelley	621 W Mallon Ave, #607 Flour Mill	Office Upper	1,110	\$ 90.00	\$ 90.00
1	42	Reflections Kaffee Haus	618 W Riverside Ave, #200 Bank of Whitman FC	Retail Skywalk	2,427	\$ 533.94	\$ 533.94
4	62	MORGAN BUILDING LLC	315 W RIVERSIDE AVE, #001 MORGAN	Exempt	28	\$ -	\$ -
4	62	OWLSTONE LLC	315 W RIVERSIDE AVE, #100 MORGAN	Residential	543	\$ 217.14	\$ 217.14
4	62	BDH MORGAN PARTNERS LLC	315 W RIVERSIDE AVE, #200 MORGAN	Residential	506	\$ 202.57	\$ 202.57
4	62	312 MORGAN BUILDING LLC	315 W RIVERSIDE AVE, #2-312 MORGAN	Residential	215	\$ 90.00	\$ 90.00
4	62	HATTIE MAE LLC	314 W RIVERSIDE AVE, #2-316 MORGAN	Residential	131	\$ 90.00	\$ 90.00
4	62	PIGOTT, JOHN & RENEE	315 W RIVERSIDE AVE, #406 MORGAN	Residential	243	\$ 97.35	\$ 97.35
4	62	ENGSTROM, KARIN	315 W RIVERSIDE AVE, #407 MORGAN	Residential	252	\$ 100.80	\$ 100.80
4	62	BARBARA J HINZMAN	315 W RIVERSIDE AVE, #501 MORGAN	Residential	179	\$ 90.00	\$ 90.00
4	62	OVERYBAY, SHANNON R DARRELL M	315 W RIVERSIDE AVE, #502 MORGAN	Residential	253	\$ 101.02	\$ 101.02
4	62	KOESTER, JESSE R	315 W RIVERSIDE AVE, #503 MORGAN	Residential	205	\$ 90.00	\$ 90.00
4	62	NINE MILE INC	315 W RIVERSIDE AVE, #504 MORGAN	Residential	199	\$ 90.00	\$ 90.00
4	62	RE 360 HOLDINGS LLC	315 W RIVERSIDE AVE, #505 MORGAN	Residential	177	\$ 90.00	\$ 90.00

# Downtown Improvement District Tenant Assessment Roll



4	62	HEMINGWAY, LYLE & LINDA	315 W RIVERSIDE AVE, #506 MORGAN	Residential	252	\$ 100.99	\$ 100.99
4	62	CONNIE EMRY	315 W RIVERSIDE AVE, #507 MORGAN	Residential	194	\$ 90.00	\$ 90.00
4	62	BRUCE G & TAMA A JORDAN	315 W RIVERSIDE AVE, #601 MORGAN	Residential	361	\$ 144.26	\$ 144.26
4	62	MATTOON, SYLVIA & HADEN, GRAIG	315 W RIVERSIDE AVE, #602 MORGAN	Residential	158	\$ 90.00	\$ 90.00
4	62	SALLY ANN MCNAIR	315 W RIVERSIDE AVE, #603 MORGAN	Residential	194	\$ 90.00	\$ 90.00
4	62	JONES LIVING TRUST	315 W RIVERSIDE AVE, #604 MORGAN	Residential	233	\$ 93.20	\$ 93.20
4	62	KLAMPER, ERIC	315 W RIVERSIDE AVE, #605 MORGAN	Residential	241	\$ 96.37	\$ 96.37
4	62	LYLE R & KATHLEEN A WENDLING	315 W RIVERSIDE AVE, #606 MORGAN	Residential	223	\$ 90.00	\$ 90.00
4	62	DANISH, DANIAL / DAHL, MICHELLE	315 W RIVERSIDE AVE, #607 MORGAN	Residential	197	\$ 90.00	\$ 90.00
4	62	THE LOFTS AT THE MORGAN BLDG OWNRS ASSOC	315 W RIVERSIDE AVE MORGAN	Exempt	7,177	\$ -	\$ -
2	56	BULLOCK PROPERTY MANAGEMENT LLC	423 W 1ST AVE, #100 MINNESOTA BLDG	Residential	161	\$ 96.48	\$ 96.48
2	56	EPIC PROPERTIES LLC	423 W 1ST AVE, #110 MINNESOTA BLDG	Residential	159	\$ 95.40	\$ 95.40
2	56	MOUND HARDWARE	423 W 1ST AVE, #210 MINNESOTA BLDG	Residential	52	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	423 W 1ST AVE, #220 MINNESOTA BLDG	Residential	108	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	423 W 1ST AVE, #230 MINNESOTA BLDG	Residential	51	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	423 W 1ST AVE, #240 MINNESOTA BLDG	Residential	91	\$ 90.00	\$ 90.00
2	56	DAVIES, APRIL	423 W 1ST AVE, #B1 MINNESOTA BLDG	Residential	28	\$ 90.00	\$ 90.00
2	56	DAVIES, APRIL	423 W 1ST AVE, #B2 MINNESOTA BLDG	Residential	22	\$ 90.00	\$ 90.00
2	56	417 W FIRST LLC	417 W 1ST AVE, #1A MINNESOTA BLDG	Residential	135	\$ 90.00	\$ 90.00
2	56	ADORBEHI, FARHAD & CHARITY	417 W 1ST AVE, #1B MINNESOTA BLDG	Residential	206	\$ 123.78	\$ 123.78
2	56	REYKDAL, ZACHARY V	417 W 1ST AVE, #1C MINNESOTA BLDG	Residential	233	\$ 139.92	\$ 139.92
2	56	OLSON, CHRISTOPHER	417 W 1ST AVE, #1D MINNESOTA BLDG	Residential	193	\$ 115.50	\$ 115.50
2	56	417 W FIRST LLC	417 W 1ST AVE, #250 MINNESOTA BLDG	Residential	182	\$ 109.20	\$ 109.20
2	56	MOUND HARDWARE	417 W 1ST AVE, #2A MINNESOTA BLDG	Residential	89	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	417 W 1ST AVE, #2B MINNESOTA BLDG	Residential	61	\$ 90.00	\$ 90.00
2	56	ATCHISON, RON & JANET	417 W 1ST AVE, #3A MINNESOTA BLDG	Residential	146	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	417 W 1ST AVE, #3B MINNESOTA BLDG	Residential	66	\$ 90.00	\$ 90.00
2	56	WOLFE, ANDREW C	417 W 1ST AVE, #3C MINNESOTA BLDG	Residential	159	\$ 95.58	\$ 95.58
2	56	MOUND HARDWARE	417 W 1ST AVE, #3D MINNESOTA BLDG	Residential	73	\$ 90.00	\$ 90.00
2	56	MOUND HARDWARE	417 W 1ST AVE, #3E MINNESOTA BLDG	Residential	70	\$ 90.00	\$ 90.00
2	56	MINNESOTA/OAKLEY CONDO OWNERS ASSOC	417 W 1ST AVE MINNESOTA BLDG	Exempt	2,241	\$ -	\$ -
3	79	KOLVA, HARRY & PATRICIA	115 S ADAMS ST, #201 Adams Street Lofts	Residential	226	\$ 90.23	\$ 90.23
3	79	KOLVA-SULLIVAN LLC	115 S ADAMS ST, #202 Adams Street Lofts	Residential	102	\$ 90.00	\$ 90.00
3	79	BETSINGER, TANNER & ALISON	115 S ADAMS ST, #203 ADAMS STREET LOFTS	Residential	357	\$ 142.63	\$ 142.63
3	79	KOLVA-SULLIVAN LLC	115 S ADAMS ST, #204 Adams Street Lofts	Residential	157	\$ 90.00	\$ 90.00
3	79	ARCHIE BRAY FOUNDATION	115 S ADAMS ST, #5 Adams Street Lofts	Residential	123	\$ 90.00	\$ 90.00
3	79	KOLVA-SULLIVAN LLC	115 S ADAMS ST, #6 Adams Street Lofts	Residential	98	\$ 90.00	\$ 90.00
3	79	KOLVA-SULLIVAN LLC	115 S ADAMS ST, #A Adams Street Lofts	Residential	41	\$ 90.00	\$ 90.00
3	79	KOLVA-SULLIVAN LLC	115 S ADAMS ST, #B Adams Street Lofts	Residential	51	\$ 90.00	\$ 90.00
3	79	ADAMS ST LOFT CONDO OWNERS ASSOC	115 S ADAMS ST Adams Street Lofts	Exempt	690	\$ -	\$ -

# Downtown Improvement District Tenant Assessment Roll



2	50	Spokane Fusion LLC	107 S Howard St, #103 Tomlinson Black Building	Retail Ground	800	\$ 96.00	\$ 96.00
1	47	Piskel Yahne Kovarik PLLC	522 W Riverside Ave, #700 Fidelity Bldg	Office Upper	4,525	\$ 407.25	\$ 407.25
2	43	ABM Parking	601 W Riverside Ave, #420 Bank Of America FC	Office Upper	1,267	\$ 101.36	\$ 101.36
2	48	Columbia State Bank	505 W Riverside Ave, #100 Fernwell Bldg	Office Ground	6,888	\$ 757.68	
				Office Upper	4,144	\$ 331.52	\$ 1,089.20
2	17	Oxalis Group	905 W Riverside Ave, #212 Great Western Bldg	Office Upper	646	\$ 90.00	\$ 90.00
2	17	AT&T	905 W Riverside Ave, #214B Great Western Bldg	Office Upper	342	\$ 90.00	\$ 90.00
2	17	Samantha Chandler	905 W Riverside Ave, #302 Great Western Bldg	Office Upper	488	\$ 90.00	\$ 90.00
2	17	Tina Weaver MA LMHC	905 W Riverside Ave, #303 Great Western Bldg	Office Upper	195	\$ 90.00	\$ 90.00
2	17	Michael Love Law Firm PLLC	905 W Riverside Ave, #404 Great Western Bldg	Office Upper	450	\$ 36.00	
				Office Upper	701	\$ 56.08	\$ 92.08
2	17	Millianna Jewelry	905 W Riverside Ave, #608 Great Western Bldg	Office Upper	713	\$ 90.00	\$ 90.00
4	61	cues	108 N Washington St, #104 Legion Bldg	Office Ground	880	\$ 90.00	\$ 90.00
4	61	Threshold Fitness	108 N Washington St, #B10 GYM Legion Bldg	Office Basement	1,300	\$ 91.00	\$ 91.00
1	28	Empirical Wealth Management	818 W Riverside Ave, #450 Lincoln Plaza	Office Upper	1,604	\$ 144.36	\$ 144.36
1	28	Sushi Sakai	818 W Riverside Ave, #A Lincoln Plaza	Retail Ground	4,040	\$ 888.80	\$ 888.80
1	28	Longbow Financial	818 W Riverside Ave, #200 Lincoln Plaza	Office Upper	1,181	\$ 106.29	\$ 106.29
1	32	KSB Litigations PS	221 N Wall St, #210 Old City Hall	Office Upper	3,321	\$ 298.89	\$ 298.89
1	32	The Bozzi Collection	221 N Wall St, #226 Old City Hall	Retail Skywalk	1,702	\$ 374.44	\$ 374.44
4	72	The House of Pop	227 W Riverside Ave, #C Havermale Park	Retail Ground	1,200	\$ 120.00	
				Retail Ground	800	\$ 80.00	\$ 200.00
2	30	Clearwater Seed LLC	827 W 1st Ave, #325 Courtyard Office Center	Office Upper	1,609	\$ 128.72	\$ 128.72
2	9	Rain Lounge	1009 W 1st Ave Montvale Block	Retail Ground	2,280	\$ 273.60	\$ 273.60
2	9	Hanson Carlen Construction	112 S Monroe St Montvale Block	Office Ground	636	\$ 90.00	\$ 90.00
4	62	BLANCHAT, KEVIN	315 W RIVERSIDE AVE, #303 MORGAN LOFTS	Residential	222	\$ 90.00	\$ 90.00
4	62	MURPHY FAMILY TRUST	315 W RIVERSIDE AVE, #403 MORGAN LOFTS	Residential	216	\$ 90.00	\$ 90.00
4	62	ROBERT M AHERN & PAULA J ROBINSON	315 W RIVERSIDE AVE, #405 MORGAN LOFTS	Residential	192	\$ 90.00	\$ 90.00
4	62	LARRY & PATRICIA BISHOP	315 W RIVERSIDE AVE, #404 MORGAN LOFTS	Residential	250	\$ 100.04	\$ 100.04
4	62	JAMES W HARPER	315 W RIVERSIDE AVE, #401 MORGAN LOFTS	Residential	187	\$ 90.00	\$ 90.00
4	62	RICHARD & SHARON PAULL	315 W RIVERSIDE AVE, #307 MORGAN LOFTS	Residential	169	\$ 90.00	\$ 90.00
4	62	TAPLIN FAMILY TRUST	315 W RIVERSIDE AVE, #306 MORGAN LOFTS	Residential	254	\$ 101.78	\$ 101.78
4	62	SANDERS, STEVE & MARY KAY	315 W RIVERSIDE AVE, #301 MORGAN LOFTS	Residential	169	\$ 90.00	\$ 90.00
4	62	LYNDA ZAPPONE	315 W RIVERSIDE AVE, #304 MORGAN LOFTS	Residential	251	\$ 100.24	\$ 100.24
2	62	RE 360 HOLDINGS LLC	315 W RIVERSIDE AVE, #305 MORGAN LOFTS	Residential	186	\$ 111.80	\$ 111.80
4	62	MATTHEW J JANKOWSKI	315 W RIVERSIDE AVE, #302 MORGAN LOFTS	Residential	265	\$ 105.97	\$ 105.97
4	62	HIRAI, JESSE	315 W RIVERSIDE AVE, #402 MORGAN LOFTS	Residential	264	\$ 105.67	\$ 105.67
2	49	MADDY, MICHAEL	501 W SPRAGUE AVE HALLIDAY CONDO	Exempt	0	\$ -	\$ -
2	49	MADDY, MICHAEL R	501 W SPRAGUE AVE, #UNIT A HALLIDAY CONDO	Residential	93	\$ 90.00	\$ 90.00
2	49	MADDY, MICHAEL	501 W SPRAGUE AVE, #UNIT B HALLIDAY CONDO	Residential	113	\$ 90.00	\$ 90.00
2	49	MADDY, MICHAEL	501 W SPRAGUE AVE, #UNIT C HALLIDAY CONDO	Residential	115	\$ 90.00	\$ 90.00

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2	49	MADDY, MICHAEL	501 W SPRAGUE AVE, #UNIT D HALLIDAY CONDO	Residential	92	\$ 90.00	\$ 90.00
2	49	MADDY, MICHAEL	501 W SPRAGUE AVE, #UNIT E HALLIDAY CONDO	Exempt	5	\$ -	\$ -
1	47	Healing Solutions	522 W Riverside Ave, #201 Fidelity Bldg	Retail Upper	452	\$ 90.00	\$ 90.00
2	49	HALLIDAY CONDO ASSOCIATION	501 W SPRAGUE AVE HALLIDAY CONDO	Exempt	418	\$ -	\$ -
1	47	Paukert and Troppmann	522 W Riverside Ave, #560 Fidelity Bldg	Office Upper	2,733	\$ 245.97	\$ 245.97
2	31	DAVENPORT TOWER LLC	111 S POST ST DAVENPORT TOWER	Exempt	0	\$ -	\$ -
1	27	W 809 CONDOMINIUM ASSOCIATION	825 W MAIN AVE W 809 CONDOS	Exempt	0	\$ -	\$ -
1	27	ROSS, JACQUELINE	809 W MAIN AVE, #UNIT 315 W 809 CONDOS	Residential	1,900	\$ 1,140.00	\$ 1,140.00
1	27	JOHN & RITA SANTILLANES LLC	809 W MAIN AVE, #UNIT 314 W 809 CONDOS	Residential	693	\$ 415.80	\$ 415.80
1	27	JOHNSON, JACK	809 W MAIN AVE, #UNIT 313 W 809 CONDOS	Residential	694	\$ 416.40	\$ 416.40
1	27	THOMAS JR, TED & NOREEN	809 W MAIN AVE, #UNIT 312 W 809 CONDOS	Residential	553	\$ 332.04	\$ 332.04
1	27	809 LOFTS LLC	809 W MAIN AVE, #UNIT 311 W 809 CONDOS	Residential	445	\$ 267.12	\$ 267.12
1	27	METTLACH, THOMAS / FLEGAL, THERESA	809 W MAIN AVE, #UNIT 310 W 809 CONDOS	Residential	432	\$ 259.44	\$ 259.44
1	27	KOEGEN, ROY	809 W MAIN AVE, #UNIT 309 W 809 CONDOS	Residential	560	\$ 336.24	\$ 336.24
1	27	CAMERON, JIM & SUSAN	809 W MAIN AVE, #308 W 809 CONDOS	Residential	550	\$ 329.70	\$ 329.70
1	27	THOMAS, JEFFREY P & REGINA K	809 W MAIN AVE, #UNIT 307 W 809 CONDOS	Residential	528	\$ 316.80	\$ 316.80
1	27	REDMOND, PAUL & BARBARA	809 W MAIN AVE, #UNIT 305-6 W 809 CONDOS	Residential	1,256	\$ 753.54	\$ 753.54
1	27	SELECT CREDIT AND LEASING LLC	809 W MAIN AVE, #UNIT 304 W 809 CONDOS	Residential	646	\$ 387.60	\$ 387.60
1	27	PRUSSACK, CHARLES & SUSAN	809 W MAIN AVE, #UNIT 302 W 809 CONDOS	Residential	648	\$ 388.62	\$ 388.62
1	27	NGS TRUST	809 W MAIN AVE, #UNIT 301 W 809 CONDOS	Residential	660	\$ 396.00	\$ 396.00
1	27	KAVAKLI, SIMON & SUHA	809 W MAIN AVE, #UNIT 206 W 809 CONDOS	Residential	821	\$ 492.48	\$ 492.48
1	27	LEE, JOHN & JANELLE L	809 W MAIN AVE, #UNIT 205 W 809 CONDOS	Residential	700	\$ 420.06	\$ 420.06
1	27	JEFFREY & TONI BRANNON	809 W MAIN AVE, #UNIT 204 W 809 CONDOS	Residential	1,092	\$ 655.02	\$ 655.02
1	27	TOMMY & LESLIE ROSSER	809 W MAIN AVE, #UNIT 203 W 809 CONDOS	Residential	620	\$ 371.94	\$ 371.94
1	27	RAPACKI, CHRISTOPHER & STEPHANE	809 W MAIN AVE, #UNIT 202 W 809 CONDOS	Residential	745	\$ 446.88	\$ 446.88
1	27	RONALD & DEBORAH MICIAK	809 W MAIN AVE, #UNIT 201 W 809 CONDOS	Residential	807	\$ 484.14	\$ 484.14
1	42	Etter, McMahon, Lamberson, Van Wert & Oreskovich P	618 W Riverside Ave, #210 Bank of Whitman FC	Office Upper	6,740	\$ 606.60	\$ 606.60
1	42	Foster Pepper PLLC	618 W Riverside Ave, #300 Bank of Whitman FC	Office Upper	15,370	\$ 1,383.30	\$ 1,383.30
4	22	SPOKANE PUBLIC FACILITIES DISTRICT	334 W SPOKANE FALLS BLVD	Public Facilities District	16,886	\$ 5,234.57	\$ 5,234.57
4	22	SPOKANE PUBLIC FACILITIES DISTRICT	UNKNOWN	Public Facilities District	607	\$ 188.21	\$ 188.21
4	22	SPOKANE PUBLIC FACILITIES DISTRICT	UNKNOWN	Public Facilities District	3,961	\$ 1,227.97	\$ 1,227.97
4	22	DR SPOKANE CITY CENTER LLC	UNKNOWN	Public Facilities District	4,500	\$ 1,395.00	\$ 1,395.00
4	22	SPOKANE PUBLIC FACILITIES DISTRICT	40 W SPOKANE FALLS BLVD	Public Facilities District	50,449	\$ 15,639.13	\$ 15,639.13
2	22	SPO CONVENTION CENTER CONDO ASSOC	334 W SPOKANE FALLS BLVD	Exempt	0	\$ -	\$ -
5	22	WAYSON REVOCABLE LIVING TRUST	820 N POST ST, #UNIT 306 UPPER FALLS CONDOS	Residential	770	\$ 307.82	\$ 307.82
5	22	CYRUS & JANET VAUGHN	820 N POST ST, #UNIT 202 UPPER FALLS CONDOS	Residential	1,474	\$ 589.50	\$ 589.50
5	22	BLOOM, HELGA	820 N POST ST, #UNIT 401 UPPER FALLS CONDOS	Residential	668	\$ 267.30	\$ 267.30
5	22	FRANK & ANITA HALBICH	820 N POST ST, #UNIT 406 UPPER FALLS CONDOS	Residential	770	\$ 307.82	\$ 307.82
5	22	DAVEY, THOMAS & DENISE	820 N POST ST, #UNIT 302 UPPER FALLS CONDOS	Residential	760	\$ 304.02	\$ 304.02
5	22	LILLIE, GERALD & REGINA	820 N POST ST, #UNIT 201 UPPER FALLS CONDOS	Residential	666	\$ 266.26	\$ 266.26

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5	22	MICHAEL & CATHRYN HENNEBERRY	820 N POST ST, #UNIT 303 UPPER FALLS CONDOS	Residential	777	\$	310.84	\$	310.84
5	22	LILL, DAVID J & NANCY M	820 N POST ST, #UNIT 503 UPPER FALLS CONDOS	Residential	985	\$	393.98	\$	393.98
5	22	MURPHY FAMILY TRUST	820 N POST ST, #UNIT 504 UPPER FALLS CONDOS	Residential	1,149	\$	459.74	\$	459.74
5	22	SWARTZ, LARRY & DEBRA	820 N POST ST, #UNIT 103 UPPER FALLS CONDOS	Residential	914	\$	365.72	\$	365.72
5	22	MARK EDWARDS/DARCY CUNNINGHAM	820 N POST ST, #UNIT 204 UPPER FALLS CONDOS	Residential	619	\$	247.78	\$	247.78
5	22	RICHARD & BARBARA UMBDENSTOCK	820 N POST ST, #UNIT 206 UPPER FALLS CONDOS	Residential	770	\$	307.82	\$	307.82
5	22	JOHN & PATRICIA NUGENT	820 N POST ST, #UNIT 403 UPPER FALLS CONDOS	Residential	777	\$	310.84	\$	310.84
5	22	GOLDMAN, JEFFERY/GABRIEL, PEGGY	820 N POST ST, #UNIT 405 UPPER FALLS CONDOS	Residential	792	\$	316.96	\$	316.96
5	22	UPPER FALLS CONDO OWNERS' ASSOCIATION	UNKNOWN UPPER FALLS CONDOS	Exempt	25,535	\$	-	\$	-
5	22	SHEEHAN, JAMES L / ALBERTS, MARY A	820 N POST ST, #UNIT 304 UPPER FALLS CONDOS	Residential	619	\$	247.78	\$	247.78
5	22	HARRINGTON MICHAEL L & LINDA	820 N POST ST, #UNIT 601 UPPER FALLS CONDOS	Residential	1,179	\$	471.60	\$	471.60
5	22	JONES, WILLIAM G & ANN T	820 N POST ST, #UNIT 101 UPPER FALLS CONDOS	Residential	683	\$	273.36	\$	273.36
5	22	BRETT 1989 REV TRUST, ROBERT & CATHLEEN	820 N POST ST, #UNIT 602 UPPER FALLS CONDOS	Residential	1,191	\$	476.20	\$	476.20
5	22	ROBINSON III, FREDERICK D	820 N POST ST, #UNIT 604 (6d) UPPER FALLS CONDOS	Residential	1,317	\$	526.68	\$	526.68
5	22	EHRENBERG, LINDA L	820 N POST ST, #UNIT 105 UPPER FALLS CONDOS	Residential	792	\$	316.96	\$	316.96
5	22	LAWSON WILLIAM J & CAROL K	820 N POST ST, #UNIT 501 UPPER FALLS CONDOS	Residential	1,083	\$	433.16	\$	433.16
5	22	BRETT, ROBERT A & CATHLEEN	820 N POST ST, #UNIT 104 UPPER FALLS CONDOS	Residential	619	\$	247.78	\$	247.78
5	22	MONSON, DONALD & DEANNA M	820 N POST ST, #UNIT 106 UPPER FALLS CONDOS	Residential	778	\$	311.04	\$	311.04
5	22	KROETCH, PATRICIA	820 N POST ST, #UNIT 301 UPPER FALLS CONDOS	Residential	668	\$	267.30	\$	267.30
5	22	PUGEL, MATTHEW S & DELIGHT E	820 N POST ST, #UNIT 402 UPPER FALLS CONDOS	Residential	770	\$	308.02	\$	308.02
5	22	GUMP, TIMOTHY K & REBECCA L	820 N POST ST, #UNIT 502 UPPER FALLS CONDOS	Residential	979	\$	391.60	\$	391.60
5	22	MUNCH, W & VICTORIA	820 N POST ST, #UNIT 102 UPPER FALLS CONDOS	Residential	770	\$	308.02	\$	308.02
5	22	STONE, BRYAN & CHERYL	820 N POST ST, #UNIT 205 UPPER FALLS CONDOS	Residential	792	\$	316.96	\$	316.96
5	22	SHERIDAN DON J & CAROL A	820 N POST ST, #UNIT 305 (3E) UPPER FALLS CONDOS	Residential	792	\$	316.96	\$	316.96
5	22	HOWARD L & DORIS G WILLIAM	820 N POST ST, #UNIT 404 UPPER FALLS CONDOS	Residential	619	\$	247.78	\$	247.78
5	22	BARBIERI, DONALD/SMITH, SHARON	820 N POST ST, #UNIT 603 UPPER FALLS CONDOS	Residential	1,200	\$	479.80	\$	479.80
1	34	Mod Pizza	707 W Main Ave, #A12 Crescent Court	Retail Ground	2,376	\$	522.72	\$	522.72
2	18	Western United Life Assurance Company	929 W Sprague Ave Western Center	Office Basement	4,950	\$	396.00		
				Office Ground	8,824	\$	970.64		
				Office Upper	10,878	\$	870.24	\$	2,236.88
2	54	Law Offices of Kenneth Coleman PS	421 W Riverside Ave, #618 Paulsen Center	Office Upper	1,050	\$	90.00	\$	90.00
2	45	Potlatch Corporation	601 W 1st Ave, #901, 1500, 1600 Wells Fargo FC	Office Upper	13,699	\$	1,095.92	\$	1,095.92
4	64	Tobby Hatley and Associates	308 W 1st Ave, #310 Lorraine Bldg	Office Upper	100	\$	90.00	\$	90.00
1	34	The Melting Pot	707 W Main Ave, #C1 Crescent Court	Retail Skywalk	5,610	\$	1,234.20	\$	1,234.20
2	37	Lakeside Capital Group	717 W Sprague Ave, #800 WTFC	Office Upper	7,062	\$	564.96	\$	564.96
1	42	Opes Advisors	618 W Riverside Ave, #302 Bank of Whitman FC	Office Upper	4,294	\$	386.46	\$	386.46
4	72	Shasta Hankins Makeup Artist	201 W Riverside Ave, #301 National Bldg	Retail Upper	1,053	\$	90.00	\$	90.00
4	64	Marit Fischer	308 W 1st Ave, #308 Lorraine Bldg	Office Upper	120	\$	90.00	\$	90.00
4	64	Benton Rock Real Estate	308 W 1st Ave, #308 Lorraine Bldg	Office Upper	120	\$	90.00	\$	90.00
4	64	Berenson LLP	308 W 1st Ave, #303 Lorraine Bldg	Office Upper	100	\$	90.00	\$	90.00

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4	64	Grant W. Riva Attorney at Law PS	308 W 1st Ave, #211 Lorraine Bldg	Office Upper	200	\$	90.00	\$	90.00
2	31	Merriman Wealth Management	111 S Post St, #2250 Davenport Tower	Office Upper	1,326	\$	106.08	\$	106.08
2	31	Brock Law Firm	111 S Post St, #2275 & 2280 Davenport Tower	Office Upper	543	\$	43.44		
				Office Upper	1,340	\$	107.20	\$	150.64
2	31	Forster Financial	111 S Post St, #2285 Davenport Tower	Office Upper	1,066	\$	90.00	\$	90.00
2	31	Altmeyer Financial Group	111 S Post St, #2240 Davenport Tower	Office Upper	1,240	\$	99.20	\$	99.20
2	31	The Safari Room Fresh Grill & Bar	111 S Post St Davenport Tower	Exempt	2,000	\$	-	\$	-
2	43	Davidson, Backman, Medeiros PLLC & Resolvency LLC	601 W Riverside Ave, #1550 Bank Of America FC	Office Upper	2,565	\$	205.20	\$	205.20
3	6	Kavadias CPA	1124 W Riverside Ave, #215 North Coast Plaza Bldg	Office Upper	1,050	\$	90.00	\$	90.00
5	22	Merry Armstrong	621 W Mallon Ave, #501 Flour Mill	Office Upper	381	\$	90.00	\$	90.00
5	22	Aspen Personnel	621 W Mallon Ave, #601 Flour Mill	Office Upper	1,546	\$	108.22	\$	108.22
5	24	ProPartners Financial	201 W North River Dr, #502 RLH Bldg	Office Upper	1,031	\$	90.00	\$	90.00
5	24	Psychiatric Clinic of Spokane PS	201 W North River Dr, #520 RLH Bldg	Office Upper	3,518	\$	246.26	\$	246.26
2	9	GREG W & CARA EVE KOZBINSKI	1016 W RAILROAD AVE, #203 RAILSIDE CENTER	Residential	197	\$	118.48	\$	118.48
2	9	WILLIAMS, GARRET D'ARIENZO, LAUREN	1016 W RAILROAD AVE, #204 RAILSIDE CENTER	Residential	285	\$	171.22	\$	171.22
2	9	5D HOLDINGS, LLC	1016 W RAILROAD AVE, #301 RAILSIDE CENTER	Residential	152	\$	91.36	\$	91.36
2	9	ELLIOTT, LESLIE Q	1016 W RAILROAD AVE, #302 RAILSIDE CENTER	Residential	226	\$	135.64	\$	135.64
2	9	EVANS III, HENRY & DIANE	1016 W RAILROAD AVE, #303 RAILSIDE CENTER	Residential	178	\$	106.66	\$	106.66
2	0	LOCKETT, MACK	1016 W RAILROAD AVE, #401 RAILSIDE CENTER	Residential	179	\$	107.32	\$	107.32
2	9	STEELE, JEFF & CAROLINE	1016 W RAILROAD AVE, #402 RAILSIDE CENTER	Residential	227	\$	136.48	\$	136.48
2	9	HANNIGAN, SARA (HORNOR)	1016 W RAILROAD AVE, #403 RAILSIDE CENTER	Residential	179	\$	107.56	\$	107.56
2	9	BAFUS, DARRELL & MARILYN	1016 W RAILROAD AVE, #404 RAILSIDE CENTER	Residential	229	\$	137.26	\$	137.26
2	9	PROF-2013-S3 LEGAL TITLE TRUST IV	1016 W RAILROAD AVE, #501 RAILSIDE CENTER	Residential	487	\$	291.94	\$	291.94
2	P	HILLENBRAND, CATHERINE	1019 W RAILROAD AVE, #502 RAILSIDE CENTER	Residential	488	\$	292.84	\$	292.84
1	27	LOFTS AT RIVER PARK SQUARE CONDO ASSOC	825 W MAIN AVE W 809 CONDOS	Exempt	11,595	\$	-	\$	-
2	9	RAILSIDE CENTER CONDO ASSOCIATION	1016 W RAILROAD AVE RAILSIDE CENTER	Exempt	3,225	\$	-	\$	-
2	43	Unico Properties	601 W Riverside Ave, #260 Bank Of America FC	Office Upper	2,364	\$	189.12	\$	189.12
2	43	Reidt Pharmacy Corporation	601 W Riverside Ave, #140 Bank Of America FC	Retail Ground	1,355	\$	162.60	\$	162.60
2	43	Eric Pepper	601 W Riverside Ave, #B-20 Bank Of America FC	Retail Basement	4,109	\$	328.72	\$	328.72
1	28	SRM Development LLC	111 N Post St, #200 Banner Bank Bldg	Office Upper	9,425	\$	848.25	\$	848.25
2	49	RIDPATH CLUB APARTMENTS LLC	502 W 1ST AVE, #UNIT 2	Residential	705	\$	422.70	\$	422.70
2	49	RIDPATH CLUB APARTMENTS LLC	502 W 1ST AVE, #UNIT 5	Exempt	0	\$	-	\$	-
2	49	RIDPATH CLUB APARTMENTS LLC	502 W 1ST AVE, #UNIT 3	Residential	131	\$	90.00	\$	90.00
2	49	RIDPATH CLUB APARTMENTS LLC	502 W 1ST AVE, #UNIT 4	Residential	15	\$	90.00	\$	90.00
2	49	Y CONDOMINIUM ASSOCIATION	502 W 1ST AVE	Exempt	0	\$	-	\$	-
2	49	Y CONDOMINIUM ASSOCIATION	502 W 1ST AVE	Exempt	947	\$	-	\$	-
2	49	RIDPATH TOWER CONDOMINIUM ASSOCIATION	514 W 1ST AVE	Exempt	2,640	\$	-	\$	-
2	09	Lush Salon	122 S Monroe St, #201 Railside Center	Retail Upper	1,470	\$	117.60	\$	117.60
2	53	David Crouse	422 W Riverside Ave, #920 USBank Bldg	Office Upper	2,438	\$	195.04		
				Office Upper	3,082	\$	246.56	\$	441.60



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1	47	Thomas Hammer	502 W Riverside Ave, #204 Sherwood Bldg	Office Skywalk	356	\$	90.00	\$	90.00
2	43	International Raw Materials Ltd	601 W Riverside Ave, #258 Bank Of America FC	Office Upper	4,078	\$	326.24	\$	326.24
4	66	Make-Up Studio	216 N Bernard St Fruci	Retail Ground	1,789	\$	178.90	\$	178.90
4	66	Edward Jones	218 N Bernard St, #100 Fruci	Office Ground	1,554	\$	139.86	\$	139.86
4	66	Securitas	218 N Bernard St, #400 Fruci	Office Upper	4,670	\$	326.90	\$	326.90
2	56	FIRST @ WASHINGTON CONDO OWNERS ASSOC	401 W 1ST AVE FIRST @ WASHINGTON	Exempt	1,724	\$	-	\$	-
3	6	John T McCarthy LLC	1124 W Riverside Ave, #305 North Coast Plaza Bldg	Office Upper	520	\$	90.00	\$	90.00
1	47	BHW1	522 W Riverside Ave, #300 Fidelity Bldg	Office Upper	4,524	\$	407.16	\$	407.16
2	31	Perof, Elzey & Starry	111 S Post St, #2270 Davenport Tower	Office Upper	1,172	\$	93.76	\$	93.76
2	53	J-U-B Engineers Inc.	422 W Riverside Ave, #304 USBank Bldg	Office Upper	3,997	\$	319.76	\$	319.76
6	22	Boulevard Bistro	612 W Spokane Falls Blvd	Exempt	600	\$	-	\$	-
3	78	Lucky Leaf Co	1111 W 1st Ave Commercial Building	Retail Ground	1,844	\$	184.40	\$	184.40
1	41	Network Design & Management	601 W Main Ave, #1104 Chase	Office Upper	2,668	\$	240.12	\$	240.12
2	31	Viren and Associates Inc	111 S Post St, #2260 Davenport Tower	Office Upper	1,974	\$	157.92	\$	157.92
1	41	The House of Soul	120 N Wall St, #100 The One Twenty	Office Ground	3,400	\$	408.00	\$	408.00
1	29	Method Juice Café	718 W Riverside Ave, #A 718 Bldg	Retail Ground	796	\$	175.12	\$	175.12
2	9	Spokane Bicycle Shop	1011 W Railroad Alley, #101 Railside Center	Retail Ground	1,629	\$	195.48	\$	195.48
2	56	LEVERNIER, PAUL & SUSAN	401 W 1ST AVE, #UNIT 3 FIRST @ WASHINGTON	Residential	477	\$	286.20	\$	286.20
1	47	HMA CPA, PS	510 W Riverside Ave, #400 Sherwood Bldg	Office Upper	4,536	\$	408.24	\$	408.24
2	69	601 SPOKANE OFFICE CONDO OWNERS ASSOC	601 W 1ST AVE WELLS FARGO FC	Exempt	18,031	\$	-	\$	-
2	49	RIDPATH CLUB APARTMENTS LLC	514 W 1ST AVE, #19 RIDPATH TOWER	Residential	467	\$	280.23	\$	280.23
1	41	Umpqua Bank	111 N Wall St Sterling Savings	Office Skywalk	12,281	\$	1,473.72	\$	1,473.72
2	56	LOMBARD LIVING LLC	401 W 1ST AVE, #UNIT 2 FIRST @ WASHINGTON	Residential	304	\$	182.58	\$	182.58
2	56	POTTER, JUDITH	401 W 1ST AVE, #UNIT 4 FIRST @ WASHINGTON	Residential	333	\$	199.50	\$	199.50
2	56	MCANALLY, PAUL & KATHRYN	401 W 1ST AVE, #UNIT 7 FIRST @ WASHINGTON	Residential	192	\$	114.96	\$	114.96
2	56	PLAN B OFFICE LLC	401 W 1ST AVE, #UNIT A FIRST @ WASHINGTON	Residential	363	\$	217.78	\$	217.78
2	56	PLAN B OFFICE LLC	401 W 1ST AVE, #UNIT B FIRST @ WASHINGTON	Residential	374	\$	224.56	\$	224.56
2	56	LOMBARD LIVING LLC	401 W 1ST AVE, #UNIT 5 FIRST @ WASHINGTON	Residential	360	\$	216.18	\$	216.18
2	56	LOMBARD LIVING LLC	401 W 1ST AVE, #UNIT 1 FIRST @ WASHINGTON	Residential	300	\$	179.70	\$	179.70
2	56	WESTERHAUS, TIMOTHY P	401 W 1ST AVE, #UNIT 6 FIRST @ WASHINGTON	Residential	307	\$	184.20	\$	184.20
1	28	Chapter & Verse	111 N Post St, #400 Banner Bank Bldg	Office Upper	2,530	\$	227.70	\$	227.70
1	28	Chapter & Verse	111 N Post St, #301 Banner Bank Bldg	Office Upper	2,094	\$	188.46		
				Office Upper	2,226	\$	200.34	\$	388.80
4	68	Egnyte Inc	245 W Main Ave	Office Upper	13,000	\$	910.00	\$	910.00
4	66	Sweet Tasty Ice Cream	217 W Spokane Falls Blvd	Exempt	0	\$	-	\$	-
1	33	Sunglass Hut & Watch Station #4606	808 W Main Ave, #2F RPS	Retail Skywalk	50	\$	90.00	\$	90.00
1	41	Mercer Health & Benefits	601 W Main Ave, #810 Chase	Office Upper	3,080	\$	277.20	\$	277.20
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 5	Residential	21	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 11	Residential	28	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 16	Residential	32	\$	90.00	\$	90.00

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2	49	RIDPATH CLUB APARTMENTS LLC	514 W 1ST AVE, #UNIT 3	Residential	11	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 4	Residential	47	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 6	Residential	20	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 13	Residential	18	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 14	Residential	21	\$	90.00	\$	90.00
2	49	MACKIN, MARK & PATRICIA	514 W 1ST AVE, #UNIT 2	Residential	43	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 9	Residential	15	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 10	Residential	15	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 15	Residential	47	\$	90.00	\$	90.00
2	49	MACKIN, MARK & PATRICIA	514 W 1ST AVE, #UNIT 1	Residential	48	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 7	Residential	28	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 8	Residential	28	\$	90.00	\$	90.00
2	49	RIDPATH PENTHOUSE LLC	514 W 1ST AVE, #UNIT 12	Residential	28	\$	90.00	\$	90.00
2	49	RIDPATH CLUB APARTMENTS LLC	514 W 1ST AVE, #UNIT 17	Exempt	2	\$	-	\$	-
2	56	FIRST @ WASHINGTON CONDO OWNERS ASSOC	401 W 1ST AVE	Exempt	0	\$	-	\$	-
1	47	Willamette Valley Bank	522 W Riverside Ave, #101 Fidelity Bldg	Office Ground	3,488	\$	418.56	\$	418.56
3	6	Lee Law Office, PS	1124 W Riverside Ave, #300 North Coast Plaza Bldg	Office Upper	1,181	\$	90.00	\$	90.00
4	64	Josefine's Salon Concepts LLC	312 W 1st Ave Lorraine Bldg	Retail Ground	1,100	\$	110.00	\$	110.00
2	45	Shell Energy North America - Oil Company	601 W 1st Ave, #1700 Wells Fargo	Office Upper	10,374	\$	829.92	\$	829.92
2	50	NI Consulting	107 S Howard St, #401 Tomlinson Black Bldg	Office Upper	1,314	\$	105.12	\$	105.12
4	61	SmartRecruiters	108 N Washington St, #203 Legion Bldg	Office Upper	3,256	\$	227.92	\$	227.92
3	83	Billeter Wealth Management	1325 W 1st Ave, #314 Eldridge Bldg	Office Upper	295	\$	90.00	\$	90.00
3	83	Chmura Economics & Analytics	1325 W 1st Ave, #200 Eldridge Bldg	Office Upper	1,094	\$	90.00	\$	90.00
3	83	Heather Henriksen Therapy	1325 W 1st Ave, #201A Eldridge Bldg	Office Upper	250	\$	90.00	\$	90.00
2	36	Law Office of Brandon West	10 N Post St, #647 Peyton Bldg	Office Upper	243	\$	90.00	\$	90.00
2	29	Charles Schwab	818 W Riverside Ave, #150 Lincoln Plaza	Office Upper	3,718	\$	297.44	\$	297.44
2	56	SAM & FRANCES ELSOM	423 W 1ST AVE, #120 Minnesota Bldg	Residential	250	\$	149.70	\$	149.70
2	9	1016 RAILSIDE CENTER LLC	1016 W RAILROAD AVE, #304 RAILSIDE CENTER	Residential	226	\$	135.64	\$	135.64
2	49	RIDPATH REVIVAL LLC	514 W 1ST AVE, #UNIT 21 RIDPATH TOWER	Exempt	14	\$	-	\$	-
2	49	RIDPATH REVIVAL LLC	514 W 1ST AVE, #20 RIDPATH TOWER	Exempt	17	\$	-	\$	-
2	49	RIDPATH CLUB APARTMENTS LLC	514 W 1ST AVE, #18 RIDPATH TOWER	Residential	1,887	\$	1,132.20	\$	1,132.20
1	47	Wild Dawgs	102 N Howard St	Retail Ground	550	\$	121.00	\$	121.00
2	37	Douglas, Eden, Phillips, DeRuyter & Stanyer PS	717 W Sprague Ave, #1500 WTFC	Office Upper	3,133	\$	250.64	\$	250.64
1	47	Ewing Anderson PS	522 W Riverside Ave, #800	Office Upper	5,000	\$	450.00	\$	450.00
5	3	Ace's Bail Bonds	703 N Monroe St, #B	Office Ground	450	\$	90.00	\$	90.00
2	54	Anchored Art	421 W Riverside Ave, #108B Paulsen Center	Exempt	911	\$	-	\$	-
2	53	Northwest Open Access Network	422 W Riverside Ave, #503 USBank Bldg	Exempt	720	\$	-	\$	-
4	62	EMERSON, PAUL & BERNADETTE	315 W RIVERSIDE AVE, #101 MORGAN	Residential	61	\$	90.00	\$	90.00
4	62	EMERSON, PAUL & BERNADETTE	315 W RIVERSIDE AVE, #102 MORGAN	Residential	23	\$	90.00	\$	90.00
3	83	Michelle Phay	1325 W 1st Ave, #202 Eldridge Bldg	Office Upper	535	\$	90.00	\$	90.00

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2	54	Labar Architecture	421 W Riverside Ave, #312 Paulsen Center	Office Upper	624	\$ 90.00	\$ 90.00
2	56	Commodities Plus Inc	427 W 1st Ave Minnesota Bldg	Office Ground	2,951	\$ 324.61	\$ 324.61
1	41	Ten Capital Investment Advisors	601 W Main Ave, #210 Chase	Office Upper	4,957	\$ 446.13	\$ 446.13
4	72	Zuri Skin Spa	201 W Riverside Ave, #202 National Bldg	Retail Upper	1,200	\$ 90.00	\$ 90.00
1	41	ICM Asset Management	601 W Main Ave, #900 Chase	Office Upper	4,046	\$ 364.14	\$ 364.14
5	22	Spokane Kendo Club	829 W Broadway Ave	Retail Ground	5,000	\$ 500.00	\$ 500.00
1	41	Graham, Lundberg, Peschel	601 W Main Ave, #305 Chase	Office Upper	2,180	\$ 196.20	\$ 196.20
1	41	Witherspoon, Brajcich & McPhee	601 W Main Ave, #712 Chase	Exempt	815	\$ -	\$ -
1	41	Karel Capital Inc	601 W Main Ave, #818 Chase	Office Upper	1,358	\$ 122.22	\$ 122.22
1	41	Capital Insurance Group	601 W Main Ave, #501 Chase	Office Upper	5,468	\$ 492.12	\$ 492.12
2	18	Mr. Tux	904 W 1st Ave Western Center	Retail Ground	700	\$ 84.00	
				Retail Ground	2,868	\$ 344.16	\$ 428.16
2	31	Davenport Tower	110 S Post St Davenport Tower	Hotels & Motels	328	\$ 6,560.00	\$ 6,560.00
4	64	Dan Murphy Advisors	9 S Washington St, #211 Hutton Bldg	Office Upper	700	\$ 90.00	\$ 90.00
4	64	GLR Engineers PLLC	9 S Washington St, #213 Hutton Bldg	Office Upper	1,926	\$ 134.82	\$ 134.82
4	64	STCU Commercial Lending	9 S Washington St, #700 Hutton Bldg	Office Upper	8,600	\$ 602.00	\$ 602.00
3	83	Lil Bit Kreations Photography	1325 W 1st Ave, #201B Eldridge Bldg	Office Upper	314	\$ 90.00	\$ 90.00
3	83	Roche Accounting	1325 W 1st Ave, #201C Eldridge Bldg	Office Upper	214	\$ 90.00	\$ 90.00
2	43	Clearwater Paper Corp	601 W Riverside Ave, #1210 Bank Of America FC	Office Upper	6,175	\$ 494.00	\$ 494.00
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1 WELLS FARGO	Residential	727	\$ 436.08	\$ 436.08
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #2 WELLS FARGO	Residential	290	\$ 174.06	\$ 174.06
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #3 WELLS FARGO	Residential	577	\$ 346.14	\$ 346.14
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #204 WELLS FARGO	Residential	240	\$ 144.12	\$ 144.12
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #102 WELLS FARGO	Residential	274	\$ 164.52	\$ 164.52
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #201 WELLS FARGO	Residential	240	\$ 144.12	\$ 144.12
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #202 WELLS FARGO	Residential	240	\$ 144.12	\$ 144.12
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #203 WELLS FARGO	Residential	240	\$ 144.12	\$ 144.12
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #301 WELLS FARGO	Residential	1,013	\$ 607.50	\$ 607.50
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #401 WELLS FARGO	Residential	384	\$ 230.46	\$ 230.46
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #403 WELLS FARGO	Residential	384	\$ 230.46	\$ 230.46
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #404 WELLS FARGO	Residential	241	\$ 144.36	\$ 144.36
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #501 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #502 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #601 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #101 WELLS FARGO	Residential	663	\$ 397.56	\$ 397.56
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #402 WELLS FARGO	Residential	241	\$ 144.36	\$ 144.36
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #602 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #603 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #604 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #701 WELLS FARGO	Residential	1,105	\$ 663.06	\$ 663.06

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2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #801 WELLS FARGO	Residential	1,181	\$ 708.66	\$ 708.66
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #901 WELLS FARGO	Residential	1,023	\$ 614.04	\$ 614.04
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1001 WELLS FARGO	Residential	1,146	\$ 687.54	\$ 687.54
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1101 WELLS FARGO	Residential	1,023	\$ 614.04	\$ 614.04
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1201 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1202 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #503 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #504 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1203 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1204 WELLS FARGO	Residential	289	\$ 173.16	\$ 173.16
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1301 WELLS FARGO	Residential	1,023	\$ 614.04	\$ 614.04
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1401 WELLS FARGO	Residential	1,023	\$ 614.04	\$ 614.04
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1501 WELLS FARGO	Residential	1,023	\$ 614.04	\$ 614.04
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1601 WELLS FARGO	Residential	1,087	\$ 652.32	\$ 652.32
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE, #1701 WELLS FARGO	Residential	1,033	\$ 619.68	\$ 619.68
2	45	INLAND NORTHWEST HEALTH SERVICES	601 W 1ST AVE WELLS FARGO	Exempt	0	\$ -	\$ -
2	54	Lilac City Law PLLC	421 W Riverside Ave, #665 Paulsen Center	Office Upper	1,965	\$ 157.20	\$ 157.20
2	51	Liberty Business Center	203 N Washington St, #200 Liberty Bldg	Office Upper	3,222	\$ 257.76	\$ 257.76
4	61	Jakava LLC	108 N Washington St, #403 Legion Bldg	Retail Ground	500	\$ 90.00	\$ 90.00
2	36	Shop Around the Other Corner	721 W Riverside Ave, #16 Peyton Bldg	Retail Ground	1,824	\$ 218.88	\$ 218.88
2	37	Thomas Hammer	717 W Sprague Ave, #100+	Office Ground	270	\$ 90.00	\$ 90.00
1	26	Athleta	808 W Main Ave, #235 RPS	Retail Skywalk	4,400	\$ 968.00	\$ 968.00
4	72	Albert Building Apartments	237 W Riverside Ave Albert Bldg	Apartments	4	\$ 90.00	\$ 90.00
2	56	Atabelo's Tile & Stone	423 W 1st Ave, #220 Minnesota Bldg	Retail Upper	1,300	\$ 104.00	\$ 104.00
2	54	Night Fox Digital	421 W Riverside Ave, #820 Paulsen Center	Office Upper	1,360	\$ 108.80	\$ 108.80
2	54	Arnold Financial Group	421 W Riverside Ave, #970 Paulsen Center	Office Upper	892	\$ 90.00	\$ 90.00
5	24	Epic Land Solutions	111 W North River Dr, #201 River's Edge Bldg	Office Ground	1,544	\$ 138.96	\$ 138.96
2	51	The Fix	404 W Main Ave, #M101 Liberty Bldg	Retail Upper	380	\$ 90.00	\$ 90.00
2	7	MMEC	1 N Monroe St, #200	Office Ground	3,639	\$ 400.29	\$ 400.29
4	71	THE DELANEY CONDOMINIUM ASSOCIATION	242 W RIVERSIDE AVE	Exempt	2,535	\$ -	\$ -
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 111 HUTTON BLDG	Residential	104	\$ 90.00	\$ 90.00
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT B1 HUTTON BLDG	Residential	73	\$ 90.00	\$ 90.00
4	64	2B PROPERTIES	9 S WASHINGTON AVE, #UNIT 101 HUTTON BLDG	Residential	300	\$ 120.02	\$ 120.02
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 105 HUTTON BLDG	Residential	57	\$ 90.00	\$ 90.00
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 107 HUTTON BLDG	Residential	35	\$ 90.00	\$ 90.00
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 115 HUTTON BLDG	Residential	153	\$ 90.00	\$ 90.00
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 120 HUTTON BLDG	Residential	34	\$ 90.00	\$ 90.00
4	64	2B PROPERTIES LLC	9 S WASHINGTON AVE, #UNIT 121 HUTTON BLDG	Residential	27	\$ 90.00	\$ 90.00
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 200 HUTTON BLDG	Residential	758	\$ 303.07	\$ 303.07
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 300 HUTTON BLDG	Residential	758	\$ 303.07	\$ 303.07

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4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 400 HUTTON BLDG	Residential	661	\$ 264.47	\$ 264.47
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 500 HUTTON BLDG	Residential	661	\$ 264.47	\$ 264.47
4	64	AM & M HOLDING CO, LLC	9 S WASHINGTON AVE, #UNIT600 HUTTON BLDG	Residential	833	\$ 333.11	\$ 333.11
4	64	SPOKANE TEACHERS CREDIT UNION	9 S WASHINGTON AVE, #UNIT 700 HUTTON BLDG	Residential	822	\$ 328.79	\$ 328.79
4	64	HUTTON BUILDING OWNERS ASSOCIATION	9 S WASHINGTON AVE	Exempt	4,171	\$ -	\$ -
1	47	Chris Wright, PLLC	522 W Riverside Ave, #611 Fidelity Bldg	Office Upper	115	\$ 90.00	\$ 90.00
3	6	Riverside Place	1110 W Riverside Ave	Retail Upper	21,200	\$ 1,484.00	
				Retail Upper	21,200	\$ 1,484.00	
				Retail Ground	21,200	\$ 2,120.00	\$ 5,088.00
2	52	Jaazz Salon	421 W Main Ave, #102	Retail Ground	2,639	\$ 316.68	\$ 316.68
2	52	Wollnick's	421 W Main Ave, #103 & 104	Retail Ground	5,989	\$ 718.68	\$ 718.68
1	26	Whiz Kids	808 W Main Ave, #320 RPS	Retail Upper	4,375	\$ 393.75	\$ 393.75
2	36	Coffman Engineers	10 N Post St, #422 Peyton Bldg	Office Upper	2,462	\$ 196.96	\$ 196.96
1	42	WSU Connections / WSU Athletics	618 W Riverside Ave, #102	Retail Ground	5,635	\$ 1,239.70	\$ 1,239.70
2	53	Palindrome Capital Management	422 W Riverside Ave, #330 USBank Bldg	Office Upper	240	\$ 90.00	\$ 90.00
2	45	Regus	601 W 1st Ave, #1400 Wells Fargo FC	Office Upper	12,000	\$ 960.00	\$ 960.00
1	46	Indaba Coffee	210 N Howard St Bennett Block	Retail Ground	800	\$ 176.00	\$ 176.00
1	27	&Kloth	875 W Main Ave W 809 Bldg	Retail Ground	2,000	\$ 440.00	\$ 440.00
4	57	Davenport Grand Hotel	333 W Spokane Falls Blvd	Hotels & Motels	716	\$ 14,320.00	\$ 14,320.00
2	54	Wilderness Medical Staffing	421 W Riverside Ave, #340 Paulsen Center	Office Upper	791	\$ 63.28	
				Office Upper	1,003	\$ 80.24	\$ 143.52
2	51	Barrister Winery Tasting Room	203 N Washington St, #100 Liberty Bldg	Retail Ground	480	\$ 90.00	\$ 90.00
2	9	Lavish Salon	1021 W 1st Ave New Madison	Retail Ground	1,857	\$ 222.84	\$ 222.84
2	38	Pyrotek Inc	705 W 1st Ave	Office Ground	13,402	\$ 1,474.22	
				Office Upper	40,206	\$ 3,216.48	\$ 4,690.70
2	36	The Volstead Act	12 N Post St Peyton Bldg	Retail Ground	750	\$ 90.00	\$ 90.00
2	37	The Wolff Company	717 W Sprague Ave, #802 WTFC	Office Upper	3,816	\$ 305.28	\$ 305.28
3	83	Roberts Freebourn PLLC	1325 W 1st Ave, #303 Eldridge Bldg	Office Upper	2,490	\$ 174.30	\$ 174.30
2	19	Incrediburger	909 W 1st Ave, #A	Retail Ground	3,000	\$ 360.00	\$ 360.00
2	52	Tide & Tonic	415 W Main Ave, #101	Retail Ground	1,052	\$ 126.24	\$ 126.24
4	72	Spaceman Coffee	228 W Sprague Ave, #A	Retail Ground	500	\$ 90.00	\$ 90.00
2	17	Eide Bailly LLP	999 W Riverside Ave, #200	Office Upper	17,326	\$ 1,386.08	\$ 1,386.08
2	17	Cowles Publishing Company	999 W Riverside Ave	Office Upper	58,204	\$ 4,656.32	\$ 4,656.32
1	39	Montvale Event Center	1017 W 1st Ave Railside Center	Retail Upper	5,878	\$ 529.02	
				Retail Ground	5,241	\$ 1,153.02	
				Retail Upper	5,878	\$ 529.02	\$ 2,211.06
4	64	Pinot's Palette	319 W Sprague Ave	Retail Ground	3,750	\$ 375.00	\$ 375.00
2	52	Launched IT	120 N Stevens St, #300	Office Upper	700	\$ 90.00	\$ 90.00
5	12	Workpointe	921 W Broadway Ave, #101 Broadway Bldg	Office Upper	2,500	\$ 175.00	\$ 175.00
5	12	Farrell Law Office	921 W Broadway Ave, #301 Broadway Bldg	Office Upper	850	\$ 90.00	\$ 90.00

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2	31	Personal Wealth Attorneys PLLC	111 S Post St, #2282 Davenport Tower	Office Upper	1,066	\$ 90.00	\$ 90.00
2	7	Northwest Planning Inc	1 N Monroe St, #202	Office Upper	1,467	\$ 117.36	\$ 117.36
2	17	Cowles Company - Corporate	999 W Riverside Ave, #600	Office Upper	9,538	\$ 763.04	\$ 763.04
2	17	BK-JET Group LLC	999 W Riverside Ave, #510	Office Upper	4,500	\$ 360.00	\$ 360.00
2	17	Northwest Farmers Stockman	999 W Riverside Ave, #6th Flr	Office Upper	6,444	\$ 515.52	\$ 515.52
2	17	Centennial Real Estate Investments	999 W Riverside Ave, #6th Floor	Office Upper	7,394	\$ 591.52	\$ 591.52
2	54	Commerce Architects	421 W Riverside Ave, #519 Paulsen Center	Office Upper	3,127	\$ 250.16	\$ 250.16
1	42	Intermountain Community Bank	618 W Riverside Ave, #101	Retail Ground	7,592	\$ 1,670.24	\$ 1,670.24
1	27	Free People	865 W Main Ave W 809 Bldg	Retail Ground	4,500	\$ 990.00	\$ 990.00
3	78	One Tree Hard Cider	111 S Madison St	Retail Ground	1,600	\$ 160.00	\$ 160.00
2	9	Joyce Studios	1024 W Railroad Alley Railside Center	Retail Ground	1,810	\$ 217.20	\$ 217.20
2	52	Durkin's Liquor Bar	415 W Main Ave, #102	Retail Ground	3,818	\$ 458.16	\$ 458.16
2	9	1016 RAILSIDE CENTER LLC	1016 W RAILROAD AVE, #202 RAILSIDE CENTER	Residential	286	\$ 171.82	\$ 171.82
2	9	RAILSIDE CENTER LLC	1016 W RAILROAD AVE, #201 RAILSIDE CENTER	Residential	262	\$ 157.06	\$ 157.06
2	9	RAILSIDE CENTER LLC	1016 W RAILROAD AVE, #201	Residential	67	\$ 90.00	\$ 90.00
3	79	NOSBAUM, LEROY & BRENDA	1215 W RIVERSIDE AVE	Residential	672	\$ 268.96	\$ 268.96
1	27	&KLOTH, INC	809 W MAIN AVE, #UNIT 303 W 809 CONDOS	Residential	514	\$ 308.46	\$ 308.46
2	54	Impact Strategies	421 W Riverside Ave, #507 Paulsen Center	Office Upper	364	\$ 90.00	\$ 90.00
2	54	Encore Events LLC	421 W Riverside Ave, #511 Paulsen Center	Office Upper	376	\$ 90.00	\$ 90.00
2	54	STUDIO H creative	421 W Riverside Ave, #511	Office Upper	376	\$ 90.00	\$ 90.00
2	52	THE 415 MAIN PROJECT LLC	415 W MAIN AVE, #UNIT CU B	Residential	113	\$ 90.00	\$ 90.00
2	52	THE 415 MAIN PROJECT LLC	415 W MAIN AVE, #UNIT CU 100	Residential	105	\$ 90.00	\$ 90.00
2	52	THE 415 MAIN PROJECT LLC	415 W MAIN AVE, #UNIT CU 101	Residential	269	\$ 161.58	\$ 161.58
2	52	THE 415 MAIN PROJECT LLC	415 W MAIN AVE, #UNIT CU 102	Residential	324	\$ 194.16	\$ 194.16
2	52	415 LOFTS LLC	415 W MAIN AVE, #UNIT CU 200	Residential	198	\$ 118.86	\$ 118.86
2	52	415 LOFTS LLC	415 W MAIN AVE, #UNIT CU 300	Residential	219	\$ 131.22	\$ 131.22
1	34	FPA CRESCENT ASSOCIATES	719 W MAIN AVE, #UNIT 1 CRESCENT COURT	Residential	2,496	\$ 1,497.31	\$ 1,497.31
1	34	FPA CRESCENT ASSOCIATES	719 W MAIN AVE, #UNIT 3 CRESCENT COURT	Residential	32,632	\$ 19,579.14	\$ 19,579.14
1	34	FPA CRESCENT ASSOCIATES	719 W MAIN AVE, #UNIT 2 CRESCENT COURT	Residential	2,787	\$ 1,672.09	\$ 1,672.09
4	72	Don & Julia Photography	228 W Sprague Ave, #B	Retail Ground	500	\$ 90.00	\$ 90.00
3	78	Art Seed Spokane	1115 W 1st Ave Commercial Building	Retail Ground	1,844	\$ 184.40	\$ 184.40
3	78	EVR	1119 W 1st Ave Commercial Building	Retail Ground	1,000	\$ 100.00	\$ 100.00
3	83	Spokane Ballet Studio	112 S Adams St	Retail Ground	3,000	\$ 300.00	\$ 300.00
3	6	Summerfield Management	1124 W Riverside Ave, #325 North Coast Plaza Bldg	Office Upper	1,000	\$ 90.00	\$ 90.00
						<b>\$ 536,785.80</b>	<b>\$ 536,785.80</b>