

## **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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). 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.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. 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:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. 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.

- c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
- 2. 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.
  - 3. 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, JUNE 3, 2019

### 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 KATE BURKE

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for June 3, 2019:

User Name: **COS Guest**

Password: **5yvkr2NV**

Please note the space in user name.  
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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

## ADMINISTRATIVE SESSION

### CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

#### RECOMMENDATION

- |    |   |                        |                              |
|----|---|------------------------|------------------------------|
| 1. | Value Blankets for asphalt mixes for Street Maintenance, Sewer, Parks, and Water Departments from June 15, 2019, through June 1, 2024, with:  | Approve<br>All         |                              |
|    | a. Inland Asphalt (Spokane, WA).  |                        | OPR 2019-0383<br>BID 4520-19 |
|    | b. Shamrock Paving (Spokane, WA).   |                        |                              |
|    | Total estimated cost for both: Not to exceed \$1,925,000.   |                        | OPR 2019-0384<br>BID 4520-19 |
|    | <b>Clint Harris</b>   |                        |                              |
| 2. | Contract with lowest responsive bidder Big Sky Industrial (Spokane, WA) to clean Digester #3 at the Wastewater Treatment Facility—\$50,050, including a 10% contingency (plus tax).                         | Approve                | OPR 2019-0385                |
|    | <b>Mike Cannon</b>  |                        |                              |
| 3. | Multiple Family Housing Property Tax Exemption Agreement with Barnham Group, LLC for twenty-four new multi-family housing units located at 1405 / 1407 N. Wall St., Parcel Numbers 35182.0807 & 35182.0806. | Approve                | OPR 2019-0386                |
|    | <b>Ali Brast</b>  |                        |                              |
| 4. | Recommendations to list on the Spokane Register of Historic Places:   | Approve<br>All & Auth. |                              |

- |    |   |             |  |
|----|---|-------------|--|
|    | a. Franklin Elementary, 2627 E. 17th Avenue.  | Agmts.      | OPR 2019-0387  |
|    | b. Columbia Building, 107 S. Howard Street.   |             | OPR 2019-0388  |
|    | <b>Megan Duvall</b>   |             |  |
| 5. | Contract Extension and Amendment with Professional Account Management, LLC. a subsidiary of Duncan Solutions, Inc. (Milwaukee, WI) for parking citation processing software for Parking Services—\$150,000.                                     | Approve     | OPR 2013-0504  |
|    | <b>Michael Sloon</b>  |             |  |
| 6. | Sole Source Contract Renewals for annual maintenance and support with:  | Approve All |  |
|    | a. Mitchell Humphrey (St. Louis, MO) for the City's Financial Management System and authorizing staff to execute one-year contract, from July 1, 2019, through June 30, 2020—\$96,757.65 (incl. tax).   |             | OPR 2016-0396  |
|    |   |             | OPR 2016-0395  |
|    | b. Accela, Inc. (San Ramon, CA) for the City's Permitting & Licensing software and authorizing staff to execute two year contract. This is the second and third of three one-year renewal options—\$183,797.73 (incl. tax).                     |             |  |
|    | <b>Michael Sloon</b>  |             |  |
| 7. | Low Bid Agreement with Baldwin Sign Company (Spokane, WA) for CSO informational signage at five area CSO tank locations—\$60,719.40.  | Approve     | OPR 2019-0389<br>ENG 2018123                               |
|    | <b>Michele Vazquez</b>  |             |  |
| 8. | Low Bids of:  | Approve All |  |
|    | a. DW Excavating (Davenport, WA) for 33rd Avenue from Bernard to Lamonte Streets—\$899,563 (plus tax). An administrative reserve of \$89,956.30, which is 10% of the contract price will be set aside. Total Contract: \$989,519.13 (plus tax). |             | OPR 2019-0390<br>ENG 2017118                               |
|    | b. Bacon Concrete (Spokane, WA) for Cycle 7 (2017) Traffic Calming—\$1,082,959.25. An administrative reserve of \$108,295.93, which is 10% of the contract price will be set aside. Total Contract: \$1,191,255.18.                             |             | OPR 2019-0391<br>ENG 2017046<br>ENG 2017047<br>ENG 2017048 |
|    | <b>Dan Buller</b>   |             |  |
| 9. | Authorization to accept Department of Commerce Grant through the Local and Community Projects Program for the South Gorge Trail Construction Project—\$242,500.   |             | OPR 2019-0392<br>ENG 2016059                               |
|    | <b>Eric Lester</b>  |             |  |

- |  |                              |               |
|--|------------------------------|---------------|
| 10. Public Works Contract with Arrow Concrete and Asphalt Specialties, Inc. (Spokane, WA) for 2019 off-street parking lot repair and maintenance —\$200,000.<br><b>David Steele</b>  | Approve                      | OPR 2019-0393 |
| 11. Report of the Mayor of pending:  | Approve & Authorize Payments | CPR 2019-0002 |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 24, 2019, total \$23,050,633.21, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$19,087,074.01. |                              |               |
| b. Payroll claims of previously approved obligations through May 18, 2019: \$7,414,310.66.   |                              | CPR 2019-0003 |
| 12. City Council Meeting Minutes: May 13, May 20, and May 23, 2019.  | Approve All                  | CPR 2019-0013 |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE  
ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Arts Commission: Three Appointments

Approve

CPR 1981-0043

Bicycle Advisory Board: Four Appointments

Approve

CPR 1992-0059

## ADMINISTRATIVE REPORT

## COUNCIL COMMITTEE REPORTS

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

## OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35770

Combined Communications Building Fund  
FROM: Committed Fund Balance, \$455,000;  
TO: Building Improvements, same amount.

(This action makes changes in the appropriations of the Combined Communications Building Fund.)

**Jay Atwood**

**ORD C35777**      **Paths & Trails Fund**  
**FROM:** Undesignated Reserves, \$300,000;  
**TO:**      Construction of Fixed Assets, same amount.

(This action budgets for trail development in the Southgate Neighborhood as stipulated in the original KXLY property sale.)

**Brandon Blankenagel**

**ORD C35778**      **IT Fund**  
**FROM:** Various Accounts, \$41,585;  
**TO:**      Purchasing Services, same amount.

and

**Purchasing and Stores Fund**  
**FROM:** Purchasing Services, \$41,585;  
**TO:**      Various Accounts, same amount.

(This action allows for the hiring of an Assistant Procurement Specialist in the Purchasing & Stores Department to help the IT Department with their Purchasing needs.)

**Sally Stopher**

## **EMERGENCY ORDINANCES**

(Requires Five Affirmative, Recorded Roll Call Votes)

**Request for motion to suspend Council Rules to add the following item (ORD C35781):**

**ORD C35781**      Relating to Police and Fire dispatch services; amending sections 03.10.070 and 03.12.010 of the Spokane Municipal Code and declaring an emergency.

**Council President Stuckart**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2019-0036**      Declaring KGS Northwest, LLC (Bellevue, WA) a sole source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a 5-year period, from June 1, 2019 through May 31, 2024, without public bidding—estimated cost of \$500,000.

**Mike Cannon**

**RES 2019-0037**      Declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five-year period without public bidding—approximately \$400,000.

**Mike Cannon**

**RES 2019-0038**      Setting hearing before the City Council for July 1, 2019, for the vacation of the alley between 3rd & I-90, from Cedar to Adams and the west 20

feet of Adams between 3rd and I-90 as requested by owners having an interest in real estate abutting the above right-of-way.

**Eldon Brown**

ORD C35759 Reformulating the Northeast Public Development Authority and approving its charter and bylaws. (Deferred from April 22, 2019, Agenda.)

**Council President Stuckart**

ORD C35772 Vacation of portions of Denver and Erie Streets as part of a City of Spokane stormwater project.

**Eldon Brown**

ORD C35773 Vacation of a portion of Fiske Street right-of-way, as requested by Mikhaul Shevhenko.

**Eldon Brown**

ORD C35774 Relating to the use of City-Authorized Utility Vehicles on public property under the City's jurisdiction for health and safety purposes, and adopting a new Chapter 16A.65 of the Spokane Municipal Code.

**Council Member Kinnear**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35779 Updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

**Council Member Stratton**

ORD C35780 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

## 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. Hearing on the vacation of portions of Erie Street as part of the City's MLK Way Street Project, as requested by City staff.	Approve Subject to Conditions	
	b. First Reading Ordinance C35780 vacating portions of Erie Street (as part of the City's MLK Way Street Project).	Further Action Deferred	ORD C35780
	<b>Erik Johnson</b>		



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**Motion to Approve Current Agenda for June 3, 2019**  
(per Council Rule 2.1.2)

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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.E).

**ADJOURNMENT**

The June 3, 2019, Regular Legislative Session of the City Council is adjourned to June 10, 2019. The June 10, 2019, 3:30 p.m. Briefing Session will be held in City Council Chambers. The June 10, 2019, 6:00 p.m. Legislative Session will be a Town Hall meeting at West Central Community Center.

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**NOTES**

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0383
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	OPR 2019-0384
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	4520-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100 - ANNUAL PURCHASE OF ASPHALTIC MIXES		

Agenda Wording

A five (5) year Value Blanket Orders with Inland Asphalt and Shamrock Paving (Spokane, WA) for asphaltic mixes for use by Street Maintenance, Sewer, Parks and Water & Hydroelectric Services Depts - estimated annual expenditure \$1,925,000.00 incl tax

Summary (Background)

On April 15, 2019 sealed bids were opened to provide the City of Spokane with Asphaltic Mixes. Responses were received from Inland, Shamrock and POE Asphalt. POE Asphalt was slightly less expensive but they are located in Idaho and it is not cost effective to drive that far. Due to the volatility of this product, vendors will provide pricing on a monthly basis. The contract period will be June 15, 2019 through June 1, 2024.

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

Expense	\$ 1,925,000.00	# various
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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>	HARRIS, CLINT E.	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
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<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
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<u>Legal</u>	ODLE, MARI	TPRINCE
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<u>For the Mayor</u>	ORMSBY, MICHAEL	RHOWERTON
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Additional Approvals	
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<u>Purchasing</u>	PRINCE, THEA	
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BID 4520-19 ASPHALTIC MIXES		INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220  Perry Plant					INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220  Sullivan Plant					SHAMROCK MANUFACTURING 110 N HAYFORD RD SPOKANE WA 99224		
ITEM	DESCRIPTION	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER OIL	Commercial 70-28 Oil
I	ASPHALTIC MIXES													
	HMA Class 1/2 Inch	\$ 64.00	\$ 64.00	\$ 66.00	\$ 66.00	*	\$ 63.00	\$ 63.00	\$ 65.00	\$ 66.00	*	\$ 64.00	\$ 64.00	\$ 66.00
	HMA Class 3/4 Inch	\$ 67.00	\$ 67.00	\$ 69.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00
	Delivery Fees	\$ -					\$ -					\$ -		

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Asphalt Mixes
<b>Date:</b>	5/20/2019
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<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)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <i>This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids this year, 2019 (Bid # 4520-19) from the major asphalt producers in the region. Inland, Shamrock &amp; POE Asphalt. POE was slightly cheaper but they are located in Idaho and is not cost effective to drive that far. We use Inland and Shamrock whichever is closest time wise to our project. Also the price varies month to month depending on the current price of oil. This is a five year (5) VB with prices adjusted monthly with the price of oil. The estimated annual cost for all departments is \$1,925,000.</i>	
<b>Executive Summary:</b> <i>Impact</i> <ul style="list-style-type: none"> <li>The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets, along with patching sewer and water cuts for the City Utilities.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland and Shamrock Paving.</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2019 budget.</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 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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
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<u>Renews #</u>	

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A five (5) year Value Blanket Orders with Inland Asphalt and Shamrock Paving (Spokane, WA) for asphaltic mixes for use by Street Maintenance, Sewer, Parks and Water & Hydroelectric Services Depts - estimated annual expenditure \$1,925,000.00 incl tax

Summary (Background)

On April 15, 2019 sealed bids were opened to provide the City of Spokane with Asphaltic Mixes. Responses were received from Inland, Shamrock and POE Asphalt. POE Asphalt was slightly less expensive but they are located in Idaho and it is not cost effective to drive that far. Due to the volatility of this product, vendors will provide pricing on a monthly basis. The contract period will be June 15, 2019 through June 1, 2024.

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

Expense	\$ 1,925,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	TPRINCE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	RHOWERTON	

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	

BID 4520-19 ASPHALTIC MIXES		INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220  Perry Plant					INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220  Sullivan Plant					SHAMROCK MANUFACTURING 110 N HAYFORD RD SPOKANE WA 99224		
ITEM	DESCRIPTION	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER OIL	Commercial 70-28 Oil
I	ASPHALTIC MIXES													
	HMA Class 1/2 Inch	\$ 64.00	\$ 64.00	\$ 66.00	\$ 66.00	*	\$ 63.00	\$ 63.00	\$ 65.00	\$ 66.00	*	\$ 64.00	\$ 64.00	\$ 66.00
	HMA Class 3/4 Inch	\$ 67.00	\$ 67.00	\$ 69.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00
	Delivery Fees	\$ -					\$ -					\$ -		

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Asphalt Mixes
<b>Date:</b>	5/20/2019
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<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)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <i>This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids this year, 2019 (Bid # 4520-19) from the major asphalt producers in the region. Inland, Shamrock &amp; POE Asphalt. POE was slightly cheaper but they are located in Idaho and is not cost effective to drive that far. We use Inland and Shamrock whichever is closest time wise to our project. Also the price varies month to month depending on the current price of oil. This is a five year (5) VB with prices adjusted monthly with the price of oil. The estimated annual cost for all departments is \$1,925,000.</i>	
<b>Executive Summary:</b> <i>Impact</i> <ul style="list-style-type: none"> <li>The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets, along with patching sewer and water cuts for the City Utilities.</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland and Shamrock Paving.</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2019 budget.</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 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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/6/2019
<u>Clerk's File #</u>	OPR 2019-0385
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20530
Agenda Item Name	4320 - CONTRACT WITH BIG SKY INDUSTRIAL FOR DIGESTER #3 CLEANING		

Agenda Wording

Council approval to award contract with Big Sky Industrial, who is the lowest responsive bidder who met our requirements to clean Digester #3. The total cost which includes a 10% contingency is \$50,050.00 plus applicable sales tax.

Summary (Background)

Two firms (Big Sky Industrial and NRC) submitted quotes as these firms are the only two registered with MRSC.org., a third was requested, but the firm declined to bid. In order to continue without interruption or significant cost to the City, the digester needs to have sludge removed and cleaned so that we don't lose digester redundancy. In addition if cleaning is delayed, it will hold up our pending expansion joint project.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 50,050.00	# 4320.43230.35148.54802
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org
Additional Approvals		mhughes@spokanecity.org
<u>Purchasing</u>		cwahl@spokanecity.org
		Tax & Licenses



## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

### Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

### Fiscal Impact

Select \$

Select \$

### Budget Account

#

#

### Distribution List


## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract for Sludge Removal in Digester #3
<b>Date:</b>	May 20 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<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>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	May 1 <sup>st</sup> , 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract to Big Sky Industrial the lowest winning quote a contract for Digester #3 sludge removal and cleaning.
<p><u>Background/History:</u> The process leaves grit residue, which over time settles and requires us to clean it. If we don't clean it, it will fill with grit and we will be unable to use the digester.</p> <p>Two firms (Big Sky Industrial and NRC) submitted quotes as these two firms are the only two registered with MRSC.org. Award of Contract with Big Sky Industrial (Spokane, WA) who is the lowest responsive bidder who met our requirements to clean and remove sludge from Digester #3. The total cost of the contract, which includes a 10% contingency is \$50,050 plus applicable sales tax.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – In order to continue without interruption or significant cost the digester needs to have sludge removed and cleaned so that we don't lose digester redundancy. In addition if cleaning is delayed, it will hold up our pending expansion joint project.</li> <li><u>Action</u> – RPWRF is seeking Council approval to award Big Sky Industrial the contract to clean digester #3.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></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: Department</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 <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**  
**Preventative Maintenance  
AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Big Sky Industrial (BSI)**, whose address is 9711 West Euclid Road, Spokane, Washington 99224 as ("Contractor").

*WHEREAS, the purpose of this Agreement is to provide preventative maintenance for Digester #3 located at: Spokane Waste Water Treatment Facility; and*

*WHEREAS, the Contractor was selected from emailed quotes.*

*-- 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 AGREEMENT.**

The term of this Agreement begins on May 1, 2019, and ends on December 31, 2019, 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 Agreement 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 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 Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

**Digester #3 Cleaning and removal of sludge.**

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 Agreement shall be a maximum amount not to exceed **FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$45,500.00)**, plus tax, 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.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

#### **5. 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 Agreement. 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 Agreement shall be included in the project budgets.

#### **6. PREVENTATIVE MAINTENANCE.**

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

- A. The Contractor shall pay 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, 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.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

#### **7. 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.

## **8. 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 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 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.

## **9. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **10. INSURANCE.**

During the period of the Agreement, 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 agreement. 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 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. **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 Contractor or its insurer(s) to the City. As

evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **11. SUBCONTRACTOR RESPONSIBILITY.**

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

#### **12. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement 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 Agreement 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.

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor 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 Contractor shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

#### **14. TERMINATION.**

Either party may terminate this Agreement, 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.

#### **15. 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 Agreement are performed.

#### **16. 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 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.

#### **17. CONSTRUUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

#### **18. 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.

#### **19. 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 Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### **20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement 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 Agreement 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 Agreement 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 Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 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 Agreement 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 Agreement:**

Exhibit A – Contractor's quote and general scope of work dated April 24, 2019  
Attachment A – Debarment Certification  
Certification of Compliance with Wage Payment Statutes

U2019-130

**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.

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



## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date \_\_\_\_\_ 2019, 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.

Big Sky Industrial

Bidder’s Business Name

Signature of Authorized Official\*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

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

*\* 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.*

9711 W Euclid Road  
Spokane, WA 99224  
[bigsky@bigsky.pro](mailto:bigsky@bigsky.pro)



509-624-4949  
800-582-4949  
509-624-0099 (fax)

## ESTIMATE

Job Location	
Spokane, WA	
Phone:	509-625-4615
Fax:	509-625-4651

Customer		Date:
Spokane WWT		4/24/2019
4401 North A.L. White Parkway		Terms:
Spokane, WA.		Net 30
		PO:
Email:	<a href="mailto:jjones@spokanecity.org">jjones@spokanecity.org</a>	

## JOB DESCRIPTION

Clean Digester #3 at Spokane WWT.

Customer to provide to access, a water supply and disposal of all waste material.

Estimate is based on the removal of an estimated 171,500 gallons of liquid at 5000 gallons or more per day. Sludge removal is based on the removal 50 yards of sludge at 15 to 20 yards per day and includes a confined space crew and equipment.

Itemization	Hrs./Units	Description	Price
Equipment and Labor: Portal to Portal	132	Remove liquid from Digester#3	35,000.00
Equipment and Labor: Portal to Portal	16	Remove sludge from Digester#3	10,500.00
Equipment and Labor: Portal to Portal	6	Remove liquid from Digester #3 / Daily rate.	1,000.00
Equipment and Labor: Portal to Portal	8	Remove sludge from Digester #3/ Daily rate.	3,500.00
Safety Equipment:	Lot	Confined Space / PPE	Included
Supplies:	Lot	6" ADS Hose.	Included
Other:	Disposal of waste	Provided by customer	N/C
Total is estimated only. Price may vary for job completion.			
Total does not include sales tax			\$ 45,500.00

Estimate includes prevailing wage rates.

Labor regular time is based on work performed Monday thru Friday between 7:00 am and 3:00 pm.

Big Sky Industrial Acknowledgment:

Customer Acknowledgment: (Please sign and fax/email back)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

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

06/03/2019

<u>Date Rec'd</u>	5/14/2019
<u>Clerk's File #</u>	OPR 2019-0386
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ALI BRAST 625-6638	<u>Project #</u>	
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - MFTE FOR WALL STREET APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Barnham Group, LLC for twenty-four new multi-family housing units located at 1405/1407 N Wall St, Parcel Numbers 35182.0807 & 35182.0806.

Summary (Background)

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

<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>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience 4-8-19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	abrast@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tpalmquist@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		sbishop@spokanecity.org	
		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


# Briefing Paper

## Urban Experience Committee

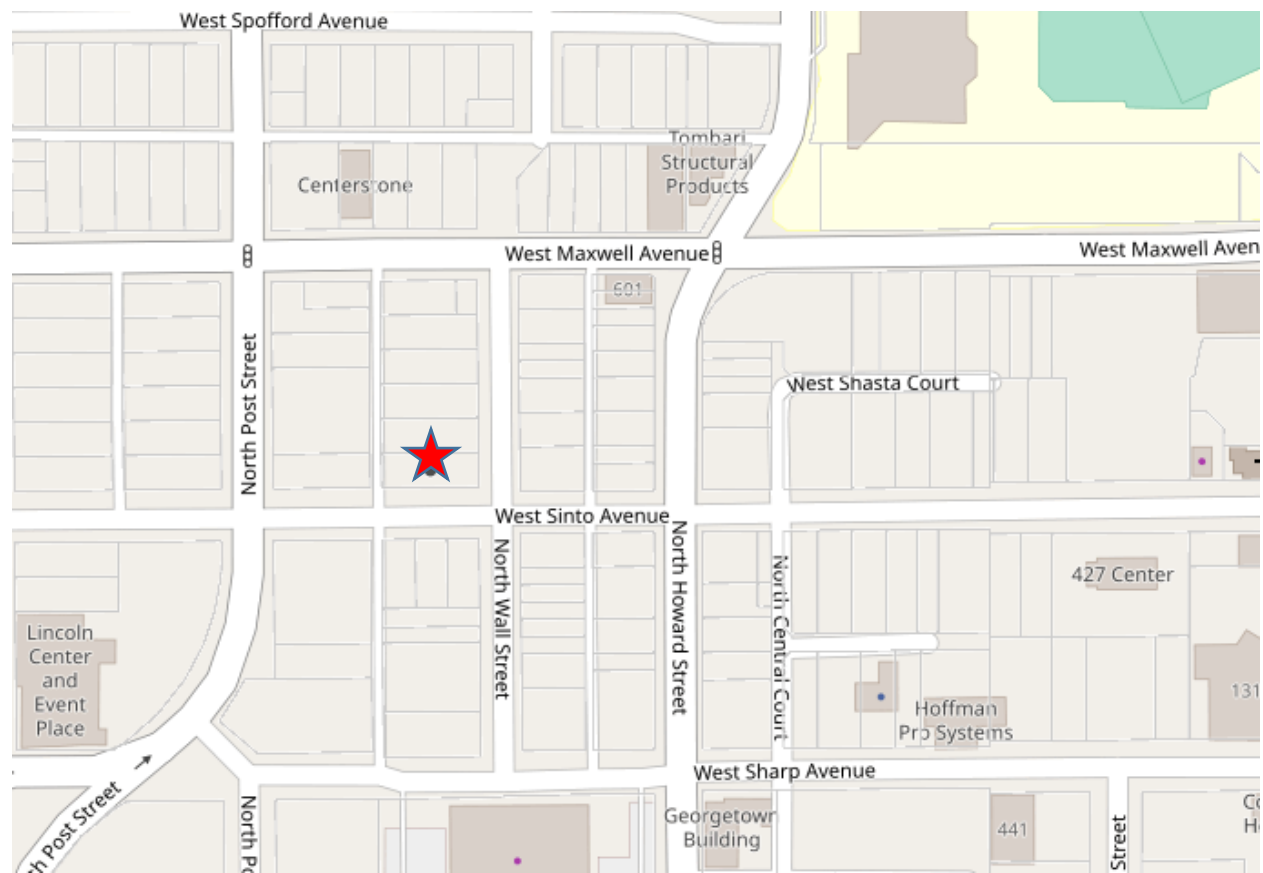
<b>Division &amp; Department:</b>	Development Services Center
<b>Subject:</b>	MFTE Conditional Contract
<b>Date:</b>	April 8 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Ali Brast ( <a href="mailto:abrast@spokanecity.org">abrast@spokanecity.org</a> , 625-6638)
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Teresa Sanders
<b>Committee(s) Impacted:</b>	Urban Experience
<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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p><u>Background/History:</u> Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Applicant applying for a conditional contract for a 24-unit apartment building at 1405 N Wall.</li> <li>• Property is zoned RHD-55, so use is allowed</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</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 <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>	



### Tax Abatement Information:

<b>2019 Multi-Family Tax Exemption MFTE Property Tax Forgone &amp; Savings Calculator</b>	
Project Name: Wall St Apartments	
Number of units in the project	12
<b>*Average Property Value Exempt per unit</b>	<b>\$121,094</b>
<b>Estimated City Property Tax forgone annually per unit</b>	<b>\$625</b>
Estimated Property Tax saved per project annually	\$19,763
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$237,151
<b>Estimated City Tax forgone during the term of exemption per unit</b>	<b>\$7,498</b>
<b>Estimated City Tax forgone during the term of exemption all units</b>	<b>\$89,978</b>
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

### Site Map:



**MULTIPLE FAMILY HOUSING PROPERTY  
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Barnham Group LLC, Nick Barnes & Aaron Cunningham, as "Owner" whose business address is 120 N Stevens St, Suite 300, Spokane, WA 99201.

**W I T N E S S E T H:**

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

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

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

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

**STRATTONS ADD L6 B20**

**Assessor's Parcel Number(s) 35182.0807 & 35182.0806, commonly known as  
1405/1407 N Wall, Wall St. Apts. .**

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

**The City and the Owner do mutually agree as follows:**

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

CITY OF SPOKANE

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

Mayor, David A. Condon

Attest:

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

Nick Barnes & Aaron Cunningham  
Barnham Group LLC

By: Nick Barnes

Its: Member Barnham Group

Approved as to form:

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 14<sup>th</sup> day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Nick Barnes, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14<sup>th</sup> day of May, 2019.



Emily Orellana  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires 8/7/2020

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

06/03/2019

<u>Date Rec'd</u>	5/20/2019
<u>Clerk's File #</u>	OPR 2019-0387
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - FRANKLIN ELEMENTARY NOMINATION TO SPOKANE REGISTER OF		

Agenda Wording

Recommendation to list Franklin Elementary, 2627 E 17th Avenue on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 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. Franklin Elementary 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>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
<u>Purchasing</u>		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Franklin Elementary – 2627 East 17th Avenue

#### **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."**

- Completed in 1909 with a wing addition in 1953 (demolished) and a new addition to the north and west of the original building, Franklin Elementary meets the 50-year age criteria established for listing in 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, E).**

- **Under Category A**, Franklin Elementary School is historically significant under Category A for its direct contribution to the broad pattern of educational development in Spokane. The nominated building represents a second phase of school construction in the city and was one of the structures built as part of a quarter-million dollar effort to modernize the school system just after the turn of the 20th century.
- A later addition in the early 1950s shows how the district adapted to the post-WWII baby boom and the changing needs of its students, teachers and administrators (wing demolished in 2018 and a new addition constructed).
- **Under Category C** as a resource that embodies the distinguishing characteristics of its type and period of construction. Stylistically the school represented a shift from the grand Romanesque Revival structures with bell towers of the 1880s, to the more restrained classical traditions of broken cornices, flat roofs and symmetry of the turn-of-the-century.
- The school is an outstanding example of early public school architecture in Spokane and is one of a few standing elementary school structures from a second wave of school construction in the city.
- The school also represents the work of noted Spokane architect, Loren L. Rand whose career spanned more than 30 years.

**3. SMC 17D.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."*

- Franklin Elementary retains good integrity in terms of its location, setting, design, workmanship, materials, feeling 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 Spokane Historic Landmarks Commission evaluated Franklin Elementary according to the appropriate criteria at a public hearing on 5/15/19 and recommends that Franklin Elementary be listed on the Spokane Register of Historic Places.



After Recording Return to:  
Clerk of the Board  
Spokane County Commissioner's Office  
1116 W. Broadway, Room 100  
Spokane, WA 99260

***NOTICE OF MANAGEMENT AGREEMENT***

*NOTICE IS HEREBY GIVEN that the property legally described as:*

28-25-43: RIVER VIEW (AFN# 3100098): E150FT OF S150FT L1 B2 EXC E27FT LYG S OF N42FT OF SAID PLAT; TOG W/ L5 B2 OF SAID PLAT EXC ANY PTN LYG WITHIN MT. VERNON ST; ALSO TOG W E100FT OF L6 B2 OF SAID PLAT; ALSO TOG W/ E125FT OF W150FT OF S1/2 OF S1/2 OF L6 B2 OF SAID PLAT

*Parcel Number(s) 35281.0242, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District #81, 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: \_\_\_\_\_*

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **15th** day of **May 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **2627 East 17th Avenue** commonly known as **Franklin Elementary School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 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.100 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 \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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: Franklin Elementary School  
And/Or Common Name:

## 2. Location

Street & Number: 2627 E. 17<sup>th</sup> Avenue  
City, State, Zip Code: Spokane, WA 99223  
Parcel Number: 35281.0242

## 3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" type="checkbox"/> public <input type="checkbox"/> both	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure			<input checked="" type="checkbox"/> educational	<input 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: Spokane School District #81  
Street & Number: 200 North Bernard Street  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

## 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: NRHP Nomination – Franklin Elementary School  
Date: 5/1/2017      ☒ Federal   ☐ State   ☐ County   ☐ Local  
Depository for Survey Records: NPS, DAHP



## 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 Categories and Statement of Significance

**Applicable Spokane Register of Historic Places category: 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.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

*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: 5.54 acres (241,200 square feet)

Verbal Boundary Description: RIVER VIEW (AFN# 3100098): E150FT OF S150FT L1 B2 EXC E27FT LYG S OF N42FT OF SAID PLAT; TOG W/ L5 B2 OF SAID PLAT EXC ANY PTN LYG WITHIN MT. VERNON ST; ALSO TOG W E100FT OF L6 B2 OF SAID PLAT; ALSO TOG W/ E125FT OF W150FT OF S1/2 OF S1/2 OF L6 B2 OF SAID PLAT

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201

Telephone Number: 509-458-5517

E-mail Address: jim@jimkolvaassociates.com

Date Final Nomination Heard: 5/15/19

## **12. Additional Documentation**

*Additional documentation is found on one or more continuation sheets.*

**13. Signature of Owner(s)**

\_\_\_\_\_  
\_\_\_\_\_

**14. For Official Use Only:**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

Landmarks Commission decision: \_\_\_\_\_

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

**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  
Third Floor – City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

\_\_\_\_\_  
**Date**

Attest:

Approved as to form:

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

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

## DESCRIPTION OF PROPERTY

### **Description -Summary**

Franklin Elementary School is in the southeast quadrant of the City of Spokane, within the Altamont Neighborhood, at the northwest corner of 17<sup>th</sup> Avenue and Mt. Vernon Street. The two-story 1909 red brick building and 2018 addition fronts on the north side of 17<sup>th</sup> Avenue and is set back behind several large pine trees. The site slopes down to the north and includes a couple of exposed basalt stacks north of the playfield. Single-family houses are adjacent to the west and north, and across the bounding streets. The surrounding single-family neighborhood consists of smaller bungalows and cottages built in the between 1900 and 1980, with the bulk built in the mid-1940s to mid-1950s. Two lots across 17<sup>th</sup> Avenue, opposite the school are owned by the District and used for parking. The total site size is about 5.54 acres, with about 2.3 acres on which the nominated school building is sited.

The 1909 classroom building is set back from 17<sup>th</sup> and from Mt. Vernon. The front entry is approached by a semi-circular concrete sidewalk that connects the sidewalk along 17<sup>th</sup> with the building's main entry. Three mature pine trees are in front of the building. An asphalt parking lot with 35 staff spaces is along the east side, between the building and Mt. Vernon Street. The parking lot extends north of the school building to a concrete curb and pedestrian ramp from Mt. Vernon Street down to the playground, an island, and an asphalt fire access lane. A concrete retaining wall extends west from the parking lot along the 1909 building into the 2018 addition. The two-story addition, which replaces a two-story addition constructed in 1953, attaches to and extends west and north of the 1909 building. The addition's front façade steps slightly forward of the façade plane of the historic building.

### **Building Description -1909 Building Exterior**

The 1909 two-story red brick classroom building is rectangular, symmetrical and fronts along 17<sup>th</sup> Avenue. The main entry is approached by a semi-circular concrete walkway. The rectangular building is 112 feet long (along 17<sup>th</sup> Avenue) and 68 feet wide (along Mt. Vernon Street). Three major bays, consisting of the projecting main entry portico and stepped pediment, a four-window bay group that flanks each side, and a double window bay group at each end, rise from the hewn granite basement wall and continue through the first and second floors.

Terminating the elevated granite basement wall is a horizontal band of red brick that includes the voussoired flat arches of the basement windows. Topping this band are two corbeled brick courses, each projecting slightly beyond the other, which run from the portico to the outside building corners. This belt course defines the first floor level.

Extending up from the corbel belt course at the outside edges of the four-bay group of basement windows is a slightly projecting brick panel that rises to the ends of the first floor terra cotta window sills (20-inch sections with ribbed joints). The sills are continuous beneath the four openings and extend 8 inches beyond the outside edges to terminate at the raised brick quoins that frame the first and second floor four-bay sections. The quoin pattern rises to wrap around both the second story window groups and further unites the window ensembles. Above the second floor windows and extending across the façade between the centered terra cotta

FRANKLIN panel and the outside corners is a slightly raised brick course along the top of the window heads.

The smaller paired windows of the end bays (about 3/4 size) are framed by the continuous terra cotta sills, the raised brick quoins along the jambs, and the brick voussoir arches. Unlike the four-bay ensemble, the paired windows are not united vertically by the continuation of the quoin pattern between the first and second floor windows. Also, the brick field between the paired windows is slightly wider, 24 inches rather than 16 inches, and contains three vertically aligned recessed panels. Connecting the four-bay and two-bay window groups across the voussoired window arches is a wide band of slightly projecting brick courses. The brick walls are laid in common bond with Flemish headers every eighth course.

Demarking the top of the second floor is a wide band composed of two raised stretcher courses, a brick dentil course, flush double brick course, and molded terra cotta cornice course (20-inch sections with ribbed joints). Above the cornice is the flat brick parapet wall that is topped by a slightly projecting terra cotta coping course that has the same section lengths as the sills.

The pronounced front entry (no longer used as an entry) is approached by a single granite step to a broad granite platform, with one low step through the double wood and glass panel doors to the interior entry landing. At the corners of the granite platform are square terra cotta bases that support two fluted Tuscan columns at the front, and two square fluted pilasters set against the façade. The columns support a relatively plain architrave and frieze with dentil band and projecting molded cornices. A broken segmental arch pediment completes the portico. Within the apex is a bulbous urn with leaf-clad side orbs and a closed rounded blossom at the top.

A triple-window bay, detailed similarly to the previously described window bays, is centered above the portico. These windows are narrower and slightly shorter than the flanking four-bay ensembles. Above the windows and extending across the top of the flat brick voussoir window arches is a raised terra cotta panel with flat frame extrados, egg and dart intrados, and flat field with the raised letters "FRANKLIN".

A single slightly projecting horizontal brick course extends from the midpoint of the panel, across the window heads of the flanking and end bays to the building corners. Also, extending in alignment with the top of the panel and stepping up and above to frame the panel is the cornice band that extends from corner to corner. The cornice band is composed of two slightly projecting brick courses, a brick dentil course, and projecting molded terra cotta belt course. A flat parapet wall capped with terra cotta coping extends above the cornice. Over the entry bay, the parapet rises one step to a segmental arch shoulder and one more step to the flat-top pediment to terminate the building.

### **East Façade**

The east façade is composed of granite rubble basement wall, and a flat red brick wall extending two stories to the sheet metal flashing topping the parapet. The brick is laid in common bond with Flemish headers every seventh course. The wall is essentially featureless except for a band

of window openings on each of the first and second floors and blind segmental arches (that form shallow niches) topped with brick voussoirs composed of triple vertical header courses. The wall is symmetrical with a large segmental arch niche rising from the basement wall to the top of the second floor in the center of the composition. Within the large niche on each of the first and second floors is an ensemble of three one-over-one metal clad wood sash windows resting atop cast concrete segmented sills. The sills are approximately twenty inches above the bottoms of the niche. Likewise, the single window bays flanking the large niche fill the upper portion of their respective niches leaving a twenty-inch gap at the bottom. This is the case of both the first and second floors.

Flanking on each side, with the second story aligned over the first story, are two different sized window niches, a blank field, and window niches near each of the corners. A corresponding pattern in the basement wall divides the wall into four sections: the corners which wrap around to the front and rear facades are granite, the wall segments beneath the featureless brick field are brick, and the central segment is granite. Within the central granite segment are two imbedded segmental brick arches with no corresponding niches. These arches are aligned between the two smaller bays flanking the central niche.

Prior to the 2018 renovation and addition, only two windows were in the wall, both modern metal sash and glazing. They occupied the first floor niches flanking the large central niche. The 2018 project added the triple window bands within the large niche and flanking second floor windows. It also appears from the color of the grout and bricks that the window niche next to the sash north of center had been filled in. This bay may have provided a connection to the auditorium that was at one time adjacent to the east side of the school building.

### **North Façade (Rear)**

Because the site grade slopes down from front to rear (down to the north) concrete retaining walls are used to form a level terrace on which the school building and east parking lot reside. The building rises from the concrete pedestal formed by an eight-foot high concrete retaining wall that extends from the east parking lot into the 2018 addition. A straight-run of concrete steps climbs to the centered entry bay ascending from an asphalt play area with ten steps to an intermediate landing, then eight steps to the terrace. Steel pipe railings run up the middle and sides of the steps. On the east side of the steps the retaining wall steps up from the asphalt play area in five broad steps (can be used for seating) to a concrete planter, then up to the terrace. Flanking the west side of the stairs is a three-section concrete structure that steps back from the front edge of the bottom step to the retaining wall. The structure is composed of a low concrete platform that can be used for seating, a lower planter box, and an upper planter box. The platform and planters angle back to the vertical retaining wall that forms the face of the broad terrace along the rear of the building. The terrace is approximately 26-feet wide.

The rear façade is nearly identical in configuration to the front façade with the following differences: the entry portico is shallower and less ornate, the single second story window opening over the portico is divided vertically into three columns and horizontally into two rows, and the panel above the window bay is a plain brick field. The center window section cuts down through the sill to the top of the portico roof and replaces the fire door that had been added in the

1950s. The flanking window openings, sash, sills, arches, quoin pattern, belt courses and sash are the same as the front. (The 2018 renovation also included the replacement of fire exit doors in the classrooms adjoining the central bay by double-hung windows to match the classroom window configuration of the second floor.)

The first floor central bay ensemble consists of a double-door entry with sidelights similar to the front. The landing, however, because of the lower site grade, is accessed by a straight run of eleven steps to the rear entry landing. Four stepped square brick buttresses capped with concrete slabs flank the final run of steps. Steel tube railings are along the outside edges and along the center of the stair run.

The steps are broad, the same width as the double doors and sidelights. The portico is supported by two square brick columns, one in each outside corner, and two square brick pilasters, one on each of the inside corners. The columns support a plain wood architrave and frieze with simple molded projecting cornice. Within the center bay are double-wood frame doors with two lower wood panels and upper glass panels. Similarly configured sidelights fill the remainder of the opening, above which is a flat brick field. The upper portion of the entry assembly contains three single-light windows framed by a slightly projecting brick header course sill (vertical), plain brick jambs, and flat vouissoired brick solidier arch.

### **West Façade**

The west façade is a blank brick wall with the same niche configurations as the east façade, but is mostly obscured by the 2018 addition. Portions of the west façade are visible within the new building.

### **2018 Classroom, Library, Gymnasium Addition**

Approved by Spokane School District Voters in 2015, a 27,600 square foot, 22-classroom addition with multi-purpose room, gymnasium, kitchen, stage, and other support spaces was constructed on the west end of the 1909 classroom building. The two-story red brick and glass panel addition extends about 250 feet west from the west wall of the original building. The project included demolition of the 1953 addition, and the rehabilitation of the 1909 building. The 1909 building was converted back to an eight-classroom plan with a new art room in the basement that replaced boy's and girl's restrooms and storage.

Set in slightly from the corner, a two-story dark-glass atrium abuts the west façade of the 1909 building and couples it to the new classroom addition. The southeast corner of the two-story red brick addition projects as an oblique angle forward of the recessed entry, and slightly forward of the front plane of the 1909 building. As the building extends west, the front façade is slightly modulated as it recesses in a shallow bay, returns to the base plane along a single classroom, projects forward along two classrooms, and returns to the base plane for two more classrooms.

The new classroom wing is asymmetrical and divided into five segments as it stretches west: an asymmetrical two-bay wall section, a recessed blank wall, a projecting single bay wall section, a projecting two-bay wall section, and a recessed two-bay wall section. The walls rise from a concrete foundation and terminate in a dark sheet metal cornice/coping to which the second floor

windows extend. The windows are fixed, framed with square anodized aluminum mullions, and are divided vertically into four equal sections. These sections are again divided into three horizontal sections by horizontal mullions, the lower sections equal in height to the upper two panels. The lower outside panels of each ensemble are casement sash and tilt open. The rows of upper panels are dark glass. Flat, slightly projecting cast concrete sills frame the bottoms of the window bays on both floors. On the first floor along the sill line, is a narrow square channel across the red brick field. The flat window arches are articulated by a 24-inch-wide band of vertically-aligned brick stretchers. Additional detailing is created by slightly recessing the brick fields between the concrete foundation wall and first floor sills and the first floor arches and the second floor sills. The brick wall segments between the window bays appear to project slightly as square piers. This detailing quietly alludes to the detailing of the historic 1909 building.

### **West Façade**

The west façade reveals the site's slope down to the north as the concrete foundation wall rises in height relative to the asphalt driveway as it intersects with the north façade. The west façade is divided into three segments that step back to the east. The southwest corner is a blank brick wall that rises from the concrete retaining wall that extends south beyond the west façade. The wall terminates in a black sheet metal cornice. The north wall of the southwest corner steps back into a black glass atrium that highlights the west entry to the central hallway of the addition. The atrium, in turn, steps back into the blank brick wall of the northwest corner.

### **Interior**

#### **First Floor of 1909 Classroom Building (After 2018 Renovation)**

Within the portico centered in the front façade, the double front doors open to an entry vestibule (no longer used as an entry), an approach landing, and a straight run of six shiplap linoleum steps to the first floor. The hall and stair configuration forms a cross with classrooms in each of the four quadrants (the reception and administrative offices in the southwest quadrant of the 1953 addition were converted back to a classroom). The central north-south spine includes the main entry vestibule and stairs, central foyer, and at the north end, the open interior staircase. The northerly staircase includes stairs up to the second floor with an intermediate landing and switchback, and stairs down to the rear exit landing, and either straight out the rear exit, or switchback, down to the basement. The perpendicular, east-west- crossing hall provides access to the classrooms, work rooms at the east end, and the 2018 addition on the west end.

The front entry (now locked) opens to a vestibule formed by an interior door and sidelight wall section that duplicates the exterior bay configuration. The exterior doors are wood frame with two-panel lower and one-light glass upper. Square wood mullions frame the doors, separate them from the sidelights, and extend through to divide the transom windows into three sections. The door head extends through the sidelights to frame the bottom of the transoms. The doors are secured by panic bars, which, along with the closers, have replaced the original hardware. Furthermore, the doors are used only for exiting and do not allow entry. The building's main entry is now via a secured doorway in the glass atrium that connects the historic and new buildings.



The interior wall of the entry vestibule is configured identically to the exterior entry bay, with double doors, sidelights and transoms. Additionally, above the three-section transom is an upper section of three glass panels matching the widths of the transom sections. The interior set of double doors that originally matched the exterior doors, has been removed. The vestibule floor is hardwood and the plaster walls rise to the original plaster ceiling.

Wood base moldings and handrail moldings are along the plaster walls flanking the steps. A one-inch round steel tube handrail is set on the wood molding flanking the steps. The steps are covered with black linoleum strips.

The first floor foyer and halls are 2-inch hardwood, the walls are plaster, and the ceiling inboard of the inner vestibule wall is acoustical tile attached to the plaster above. Milk glass schoolhouse globe light fixtures are suspended from the acoustical tile ceilings by a black metal rod. Inset into the tile-clad ceiling are flush fluorescent light panels.

At the top of the main entry stairs is the first floor, an open, square foyer that extends to the open stair well on the north and intersecting hallways to the west and to the east. Engaged compound piers, composed of a square pier and square pilaster articulate the corners of the foyer, and support the square beams that further define the space. Each of the four piers opens with two faces: the piers with plain flat shafts opening to the foyer, and the slightly projecting paneled pilasters opening to the hallways. The piers rest on square bases with plinth, scotia and torus, and terminate with a square Tuscan capital. The pilasters have a flat base, and are divided into two recessed-panel segments, representing the pedestal and the shaft. The base, separating the pedestal and shaft, is essentially a continuation of the chair rail molding. A Tuscan capital completes the pilaster. The ceiling of the foyer is a square grid of acoustical tiles framed by the intersecting beams that form a square. Fire detection and alarm devices and emergency lighting is affixed to the ceiling and four round light cans are recessed into the ceiling.

Adjacent to each of the corner pilasters within the hallways are the doors to the classrooms. The flat wood frames surround both the solid five panel wood door and transom window. The base and chair rail moldings of the pilaster continue to the doorframes and the other side to the wall. The doorframe moldings consist of flat plinths that extend slightly above the base moldings, flat pilasters, and simple entablatures with narrow necking, plain frieze, and narrow cornice moldings. The inside of the wide jambs are detailed by five recessed panels, corresponding to the five panels of the door slabs.

The easterly hallway provides access to Classrooms 139 on the south side and 138 on the north side. Banks of lockers are along both the north and south sides of the walls that terminate in "T" intersection in the breakout room at the east end of the building. A door to a small custodians room is on the north side, and in the north end (northeast corner of the building) is an office. Likewise, an office is at the south end (southeast corner).

The westerly hallway provides access to Classrooms 134 and 135 and to the new addition. Banks of lockers are near the west end on both walls of the hallway. At the west end is a landing that provides access to an elevator on the north side and stairs down straight ahead to the 2018

addition. In the northwest corner of the 1909 building, opposite the elevator is a staff restroom, and on the north is a conference room. In the southwest corner is a staff break room.

Back to the middle of the building, the open staircase at the north side of the entry foyer services both the second floor and basement levels with a landing that provides access to the rear (north) exit doors and stairs. At this landing the stairs switch back and descend to the basement. Above this run and forming a ceiling is the lower run to the second floor. An intermediate landing and switchback continues the run to the second floor classrooms. The steps are clad with shiplap linoleum surfacing the treads. Wood base and rail moldings abut the plaster wall. Simple newel posts, with recessed vertical panels, beveled corners and flat flared tops anchor the balusters at the ends of the runs. Flat sawn board balusters joined to form a simple cutout pattern with trefoils and orbs run on the open sides of the stairs and landings. Bottom and top rails join the balusters to the newel posts.

### **First Floor Classrooms**

The classrooms are rectangular, 34-feet along the east-west axis and 26 feet across. Ceilings are 13 feet from floor to original plaster, but they have been lowered by installation of a grid of acoustical tiles and light panels. The outside walls each contain four double-hung wood sash windows joined by a continuous sill rail. The opposite wall, along the central hallway, has two high glass panel windows. Note that the dropped ceiling is configured to leave an open gap that wraps around the windows leaving them fully exposed. At one end of the room is a centered large white board. A smaller white board is centered in the opposite wall. This board is flanked by a vertical tall wardrobe closet with full length wood doors on one half and the other half divided horizontally into an upper and a lower section. The doors are hinged and open at the center. On the other side of the white board is a base cabinet with sink and a corresponding row of upper cabinets with flat wood panel doors, similar to the wardrobe closet. The white board, and cabinets terminate below the ceiling at the same height. (The original cloak closets and built-in cabinets have been eliminated with the space added to the classrooms.) Original floors are hardwood strip that have been covered with carpet. Walls are plaster as are the original ceilings that are now covered by dropped acoustical tile ceilings and recessed fluorescent light fixtures.

### **Second Floor Plan and Description**

The central stairs run from the first floor north to a broad landing, then switchback to run south to provide access to the second floor hallway and classrooms. The stair run lands in a short alcove that opens to an east-west hallway. Similarly to the first floor, the hall and room arrangement forms a cross with classrooms in each of the quadrants and, at the east end, a breakout room, and west end, a portal to the new addition. Within the stair alcove and adjacent to the east side of the upper run and over the top of the lower stair run is an office for itinerants (original principal's office). Classroom 238 is in the northeast corner, Classroom 234 in the northwest corner, Classroom 235 is in the southwest corner, Classroom 239 in the southeast corner, and the Parent Volunteer room (originally a teacher's room) in the center. Like the first floor, the hallways contain banks of lockers, and at the east end is a breakout room, with a custodian's room, and offices at the north and south ends. The interiors of the classrooms are configured similarly to those of the first floor. At the west end, similarly to the first floor, is an

elevator and stair landing that connects with the new 2018 addition. Flanking the landing are staff restrooms and a girl's restroom on the north side, and boy's restroom on the south site.

### **Basement Plan and Description**

The main interior stair system provides access to the basement from the rear exit landing, with stairs ascending from outside, and stairs descending from the first floor. The run from the landing to the basement descends to the south, landing on the concrete floor. The stairs are in the north alcove, the top of the cross, with a floor plan similar to the first and second levels. A long east-west corridor runs from a door in the west end that provides access to the 2018 addition (cut in during the 1953 addition and remodel).

Flanking the stair well along the north side of the corridor is an unfinished room and a utility room on the east side, and the furnace/boiler room on the west side. The furnace/boiler rooms have granite and brick walls and concrete ceilings, and concrete floors. On the south side of the hall, across from the stair alcove are two doors, both providing access to the art room that includes sinks, cabinets and a kiln room (originally boys' and girls' restrooms). Along the east end of the building, north of the kiln room are mechanical rooms. A long and narrow book room is along the corridor between the mechanical rooms and the end of the central hallway that extends west to connect with the 2018 addition. At the west end of the hallway, just before the juncture with the new addition, are doors on the north and south sides that provide access the mechanical rooms, electrical on the south, and finance on the north.

### **Alterations to 1909 Building and 1953 Addition- Exterior**

As mentioned, an addition was built on the west side of the 1909 building in 1953. The demolished 1953 addition was designed by Spokane architects, Funk, Molander, and Johnson, and William C. James, Associate Architect, and consisted of a two-level structure (classrooms at street grade along 17<sup>th</sup> Avenue) that attached to the west wall and extended to the west of the original 1909 building. The new building contained four classrooms, a library, music room, and gymnasium/multi-purpose room.

The narrative in the National Register of Historic Places nomination (2017) for Franklin School included a description and photos of the 1953 addition that was subsequently removed and replaced by a new addition in 2018.

The 1909 plans for the rear (north) façade show three fire exits on the second floor, one in the center room over the entry portico, and one in the interior bay of each of the adjacent classrooms. The flat roof of the portico provided a platform for the center fire door and the two classroom fire escapes. Steel pipe rails and chainlink fencing wrapped around the platform and fire escape stairs. The original drawing for the 1906 building shows a single fire exit stair on the east side, but a second emergency stair was added to the west side of the portico, possibly during the 1953 addition and remodel. In the 2018 renovation, the emergency exit doors and fire escapes were removed. The center door was replaced by a horizontally-divided three-section glass panel window. The flanking emergency exits were replaced by double-hung metal clad one-over-over wood sash windows that match the rest of the windows in the façade. The wall sections beneath

the new double-hung sash were filled-in with matching brick; and sills matching the existing were inserted to fill the tops of the gaps.

East Façade - Prior to the 2018 renovation and addition, only two windows were in the wall, both modern metal sash and glazing. They occupied the first floor niches flanking the large central niche. It is assumed that the original sash was double-hung one-over-one wood. A first floor niche next to the northerly window opening was open at one time, but is now filled with brick. No photos or drawings are available that depict this opening, but it was likely a solid brick niche that was opened when the auditorium was added circa 1931, and filled again after removal of the auditorium sometime after 1957. The parking lot now occupies the space once occupied by the auditorium. The 2018 project added the triple window bands within the large niche and flanking second floor windows.

The square brick chimney formerly in the northwest corner and rising about ten feet above the top of the parapet wall was removed in the 2018 remodel and addition.

### **1909 Classroom Building - Original Floor Plans-ca. 1907-1909**

Floor plans and elevations of the original 1909 building reveal alterations in the floor plans resulting from the 1953 addition and the 2018 addition.

Floor plans and elevations of the original 1909 building depict a larger building than was actually constructed. Architect LL Rand had been commissioned by the Spokane School District to draw plans for a group of schools in the first decade of the 1900s. The available plans have a heavy blank line in front of "School Building," with "L.L. Rand, Architect." Thus it is possible that the plans had been drawn and were sitting on the shelf before the Board actually approved the school building. Based on the exterior details, and interior room configurations, the existing building was constructed from a pared down version of these plans. The full plans include wings on both the west and east ends that were not constructed. Within these wings were classrooms, support rooms, stairwells, and centered porticos over entries on the east and west. Landing platforms were outside of the doors and portico roof with a stairway east of the portico. These wings were never constructed, but the placement of the building on the site and the blank west and east facades suggest that they would be built in future years. The front façade is unaltered from its original construction.

The building that was actually constructed included four classrooms on each of the first and second floors, one in each quadrant arranged on a cross hallway configuration. On the first floor, the front entry, vestibule, foyer, stairwell to basement and second floors, and landing to the rear exit were built in the current configuration. Likewise the cross, east-west hallway provided access to the four classrooms. Each classroom had a cloak closet. The wings that were not built contained classrooms with the cloakrooms located in the main building backing to the four extant classrooms.

The same hallway and classroom configuration occupied the second floor; but with the addition of a teacher's room and teacher's toilet placed in the spaces overlying the first floor entry

vestibules and landings. Student restrooms, heating plant and storage were on the basement floor.

The basement exhibits the same cross hallway configuration with a storage room in the south side opposite the stairwell. Boys' and girls' restrooms flanked the storeroom. The boiler and mechanical rooms occupied the northwest corner on the north side of the hallway.

Drawings of the basement, first floor, and second floor are included on a set of the 1953 addition drawings and depict the floor layouts with some alterations to the original plans. The basic layout of the 1909 plans is retained in the reconfigured room arrangements. Reception and administrative offices and support rooms occupied what was originally a classroom in the southwest corner of the school.

### **Alterations to 1909 Building 1953 Addition – Interior**

During the 1953 addition, some remodeling was done to the first and second floors. The configurations of hallways and rooms were modified in two areas. Ceilings throughout were lowered by installation of acoustical tile panels and florescent light fixtures. The wood floors in the classrooms were covered by carpet. The glass in the high windows in the walls between the classrooms and hallway had been replaced with plywood panels. In most cases, green and white boards replaced slate blackboards. Most original base and wall moldings had been retained, with addition of vinyl base moldings in classrooms.

The primary alteration to the first floor was the reconfiguration of the southwest classroom into a reception, secretarial, and principal's office. Additionally, the hallway to the teacher's workroom at the east end was truncated by a new wall and doorway. The doorway and wall were placed just east of the classroom doorways so that the hall was included in the teacher's room. At the west end of the building, a doorway was cut in the west wall to connect the 1909 building and the 1953 addition.

On the second floor, minor changes were made to the second floor hallway configurations, with the classroom and end room layouts remaining about the same. The 1909 plan shows the hallways with open ends and continuing to the stairwells of the west and east wings that were not constructed. In the 1953 addition and remodel, the west end of the west hallway was terminated with a new door that provided access to a library. At the east end, the hall was terminated by a new door at the west end of the hallway, just east of the doors to the northeast and southeast classrooms. Also, the wall of the room to the original teachers toilet room at the north alcove over the stairs was reconfigured to increase the width of that room.

The basement restrooms were updated in the 1953 remodel, and eliminated and replaced by art rooms in the 2018 remodel.

**Areas of Significance –**

**Category A - Broad Patterns of Spokane History, Education**

**Category C – Architecture**

**Significant Dates – 1909, 1953 Completion of Construction (period of significance 1889 -1953), replacement of 1953 addition with new addition and remodel of 1909 building, 2018**

**Architect – Loren L. Rand**

**Builder: Spokane School District No. 81**

**Summary**

Franklin Elementary School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture.

**History of the continuum of education in Spokane**

Two Franklin Elementary schools have existed in Spokane. The first, constructed in 1889-1890 at the corner of Front (now Spokane Falls Boulevard) and Oak streets, was demolished in 1910 after its grounds were gobbled up by the neighboring railroads. But before being demolished, a new school was built on the South Hill of Spokane.

Constructed in 1909, the school is one of the few remaining elementary schools in Spokane from the first decade of the Twentieth Century. This represents the second phase of school construction in the city and was one of the structures built as part of a quarter-million dollar effort to modernize the school system just after the turn of the 20<sup>th</sup> Century. The school is an example of public school layout and the progression of public education in Spokane. An addition in 1953, since demolished and replaced by a 2018 addition, shows how the district adapted to the post-WWII baby boom and recent trends in educational policy and school design.

**Architecture**

Loren L. Rand was one of Spokane's master architects, and even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools. Essentially unaltered, the 1909 Franklin School is symmetrical, well balanced, and detailed with elements pulled from the Classical vernacular, an evolution from the grand Romanesque Revival structures of the late 19<sup>th</sup> Century. A classical portico, brick quoin patterns, terra cotta details and pronounced pediment distinguish the neighborhood school building. The interior floor plan retains good integrity showing entry and stairway details, classroom configuration, and day-lighting concepts. Originally planned to have an additional wing at each end, the east and west facades were essentially blank, awaiting perhaps completion of the plans.

Funk, Molander and Johnson were commissioned to design a classroom and gymnasium wing that was constructed to the west side in 1953. The two-story addition, a one-story classroom section and two-story gymnasium/multipurpose room represented contemporary design for the post WWII period.

This 1953 addition was demolished in 2017 in order to modernize the 1909 classroom building, and expand the school with the design work of ALSC Architecture of Spokane. Approved by Spokane School District voters in 2015, a 27,600 square foot, 22-classroom addition with multi-purpose room, gymnasium, kitchen, stage, and other support spaces was constructed to the west of the 1909 classroom building.

### **HISTORICAL CONTEXT**

The following narrative about the development of the Spokane school system is adapted primarily from three sources: Emerson (2008), HistoryLink.org Essay 8723, "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942. Spokane School District No. 81;" and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokane Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1897 shows eleven children in the district between the ages of 4 and 21 and that there was an average daily attendance of four children. The first dedicated public school building in Spokane, a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street, was built in 1878.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 which had organized in 1872 its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokane River, thence down Spokane to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In the year 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school, and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

The new high school was built in 1891 and rapidly increasing enrollment required the construction of a north side high school, North Central, in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane. In 1910, fire again struck and destroyed the South Central High School. Voters approved a bond for a new school, and Lewis and Clark High School was opened in 1912. (Emerson, 2008)

As reported in “First Class for 100 Years,” by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes. Eighteen elementary schools were built between 1900 and 1910, the heyday of school. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989) Rockwood’s span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

It is notable that L.L. Rand, in the span between 1907 and 1910, in addition to Franklin, designed Adams (1910), Audubon (1908), Cooper (1909), Jefferson (1910), Roosevelt (1907), and Stevens (1908). Rand also designed McKinley School that was constructed in 1902.

Several of the original buildings in addition to Franklin remain from the early years. They include Adams, Hutton, Finch, Jefferson, and Wilson that continue to serve the children of District 81. While Hutton School was undergoing expansion and rehabilitation (2014-15), Hutton students attended Jefferson Elementary on 37<sup>th</sup> and Grand Boulevard (which was replaced by a new Jefferson nearby). Hutton’s completion in the fall of 2015, again left the old Jefferson School vacated and awaiting its next chapter, that of housing Franklin students during the expansion and remodel that was completed in 2018. Extant former, but privately-owned, elementary schools include Cowley, Lowell, and McKinley. Cowley (1918) is currently listed on the Spokane Register and has been converted to housing. Lowell (1917) is being redeveloped as a restaurant. McKinley (1902) was listed in the Spokane Register in 2017 and the National Register in 2018, and is also undergoing an adaptive reuse project.

In addition to Franklin, the following schools are listed in the National Register of Historic Places: Lewis and Clark High School (11/30/2001), Rogers High School (12/21/2010), Finch Elementary School (1/8/2014), and Hutton Elementary School (Rockwood District, 2/18/1997), and McKinley School (12/7/2018).

### **The Approval and Building of Franklin School**

The following history is derived from the Record Books of the Spokane School Board meeting minutes, *Spokane Daily Chronicle*, and city of Spokane Building Permits.



**Spokane School Board Record Book F – 8/11/1904 – 5/18/1908**

**Site Proposed for New School**

The story of Franklin School continues at an August 24, 1908 meeting of the District 81 Board of Directors. Communication from the F. B. Grinnell Company was received in reference to a site in the Altamont Addition. An appointment would be made to visit the site.

At the September 14, 1908 meeting (P63) Mr. Murphy Addressed the Board in reference to a school site at or near Altamont Addition and communication was received from Altamont Height Improvement Association on the same matter. The subject was referred to Building and Grounds Committee.

On January 16, 1909 (P105) the Board of Directors met at 10 AM in the office of Mr. Stone at the call of President [Dr. Allen] to consider the matter of selling part of the Franklin school grounds. "The Spokane and Inland Railroad Com. presented an offer to purchase 19 feet of north end of said grounds for the sum of \$1900.00." On a motion by Mr. Stone, the board voted to accept the offer. Board members included Dr. H.W. Allen, G. Steward, W.C. Stone, W.S. Gilbert and A.W. Davis.

The February 8, 1909 (P108) meeting concluded with the purchase of a new school site. "On a motion of Mr. Steward it was voted to purchase for school site block 250 x 295 feet situated at the corner of 17<sup>th</sup> Ave and Mt. Vernon Street as per offer submitted by Mr. Corbaley, for \$3150.00 and the Secretary was authorized to issue warrants for same ..." Motion approved. The Board action was reported by the *Spokane Daily Chronicle* the following day (3:4) Within an article headed: "**NEW SCHOOL IS NOW CROWDED**" ... "The board purchased a school site on the northwest corner of Seventeenth avenue and Mount Vernon street for \$3150." [Note that the reference to "Crowded" was to North Central High School.]

Also at the February 8<sup>th</sup> meeting (P110), the Inland Empire System accepted the offer of \$1900 for the Franklin site (Lot 7 Block 4 Resurvey of 2<sup>nd</sup> Add to 3<sup>rd</sup> Add to RR Add).

On February 25<sup>th</sup> (P113) the Board discussed putting a \$400,000 bond issue for purchase of sites, erection of buildings, and equipment on the ballot.

In the March 8<sup>th</sup> meeting (P117) a communication presented from Altamont Heights Improvement Club thanking the Board for action in securing a site in that district was placed in the file. Additionally, an application was received from Inland Empire System to purchase 12 feet additional from Franklin school site (P118). On motion of Mr. Stewart, the Secretary was instructed to reply that the Board does not consider it advisable to sell more of said site at present.

The board in its meeting of April 19<sup>th</sup> (P130) instructed the Secretary to advertise for bids on the following buildings: eight-room building at Riverview [the Altamont site, which

would later replace the original and become the new Franklin School]; four-room addition to Sheridan; four-room addition to Audubon as per plans and specifications.

On May 10<sup>th</sup> (P135) bids on proposed new school projects were received as follows: “Building in Riverview, for the General Contract,” nine bids ranging from \$33,533 to \$48,260 were received. On a motion of Mr. Gilbert, the Board voted to award the contract to F.E. Peterson as per bid for \$44,533.00; contract to be completed by September 1<sup>st</sup> 1909. The plumbing contract was awarded to M. Isbister Heating and Plumbing for \$3450.00.

At the same meeting (P 140), Franklin School was slated to be abandoned: “On the motion of Mr. Davis it was voted it is the sense of the Board that the Franklin and Field schools should be abandoned for school purposes and that the question of selling said sites and buildings be submitted to a vote of the electors of the school district as a special election to be called sometime during the summer.

The next day, May 11<sup>th</sup>, the *Spokane Daily Chronicle* (9:1) would report: **“SELL TWO SCHOOLS” “Field and Franklin Buildings and Grounds to Be Disposed Of.”**

At a meeting of the school board last night it was decided that the buildings and grounds of the Franklin and Field schools will be sold by school district No. 81. The question will be submitted to a vote of the people...

The Field school, which includes 10 rooms, is between the Great Northern Railroad tracks and College Avenue west of Madison street. The Franklin school is on Front avenue between the Northern Pacific shops and the Spokane & Inland yards. It is calculated that the sale of both properties will raise a substantial sum which will help towards paying off the \$250,000 worth of bonds which will become due in December.” ...

#### **Proposed School at Altamont is Named Franklin School**

The board, on May 31<sup>st</sup> (P155) on a motion of Mr. Stone, voted to discontinue the use of the present Franklin school at the end of the school year and that the name of Franklin be given to the new school building being erected on the S1/2 and E 168 feet of the N1/2 of Lot 5, Block 2, Riverview.

*The Spokesman-Review* reported that action the next day, June 1, 1909. **“FRANKLIN, NEW SCHOOL”** (p6:1) **“BOARD GIVES NAME TO NEW ALTAMONT BUILDING”**

To retain the name of the Franklin school, which is now borne by the building near Schade’s brewery and the Northern Pacific shops, the new building in Altamont Heights will be christened “The Franklin” on its completion this fall.

This was the result of action taken last evening by the school board which passed a resolution last month declaring its intention to abandon the present Franklin school and sell the building and grounds after this school year.

On August 30, 1909 (p15:1) The *Spokane Daily Chronicle* reported: **“THEIR WORK WILL SOON COMMENCE”**

**“Supt. Watson Assigns Teachers for the School Year”**

**Franklin School**

M. B. Tower, principal; Caroline Schick, 5; Margaret Guinan, 4; Myrtle Baire, 2-3; Floy Sullivan, 1-2; Lura Green, 1. The article listed Supervisors, Manual Training, two high schools, and thirty [elementary] schools.

The *Spokane Daily Chronicle* revealed on September 4, 1909 (p7:3) that the District: **“HAVE NO POWER TO SELL SITE” “School Board Can Not Sell the Franklin, Says Dr. Allen”**

“If E.D. Sanders or any other man were to offer us \$1,000,000, \$1, or any other sum, we could not accept it for the reason that we are bound in such a manner that we have no power whatsoever to sell the Franklin school property or any other school property.”

In the above words, Dr. H.W. Allen, president of the board of education, replied to the reports that have been circulated charging the school board with incompetency in trying to get rid of this property at the figure of \$100, 000.”

“All this talk looks absolutely foolish when one knows the facts connected with the proposition,” continued Dr. Allen. “If anyone will take the trouble to look up the laws under which this board of education is working, he will find that we have no power to sell any property valued at more than \$2000 unless we first call an election of all the voters in the school district and receive their sanction. We have not called for such election and do not intend to do so.

**No Authority to Sell.**

We have no more authority to sell the Franklin school property to the Milwaukee railroad than we have to sell Riverside avenue. This board of education nor any member of it has been guilty of any wrong in this Franklin School proposition. The matter will be disposed of in this way and I want the taxpayers to be set straight on it: The Milwaukee railroad, if it wants this property for its right of way will institute condemnation proceedings in the courts. The court will then appoint appraisers to arrive at a just and equitable valuation to place upon the property. ... Article continues.

At the Board meeting of September 13, 1909 (P196): On motion of Mr. Davis, the Finance Committee was instructed to consult attorney C.P. Lund in reference to representing the District in the condemnation suit filed on Franklin school grounds and if satisfactory terms can be agreed upon to employ Mr. Lund.

*The Biennial Report of the Public Schools of Spokane, Washington For the Two Years Ending June 30, 1910* summarized the state of Spokane schools. The statistical report for Franklin indicated 6 teachers, 144 registered students, with an average daily attendance of 148 students. The table "General Information Relating to Buildings" showed the following: 2 high schools, 33 grade schools, and 2 other buildings. These buildings were constructed between 1890 and 1910. The following facts were provided for Franklin: erected date – 1909; No. of Stories -2; Size of Grounds – 238 x 300; Valuation of Grounds – \$5,000, and of Building -\$45,000; Number of Rooms – Session - 8, and part of 16-room building. The report also includes a photo of the new Franklin School.

On December 14, 1925 (P343) a request was made to the Board. A "Committee From Franklin" presented a petition for the addition of an auditorium and gymnasium. At the same meeting the board approved the contract for the Franklin sewer connection.

On December 28, 1925 (P379) "Matter of Auditorium" was discussed by the board.

In 1931 a framed multi-purpose auditorium/gym was added to the east side of the campus—Two narrow, arched, brick entries connected it to the main building. The building was removed in the 1950s, and those arches today are filled in with bricks. (First Class for 100 years)

In 1941 the PTA raised money to help purchase a house and land behind it on Mt. Vernon at 16<sup>th</sup> Avenue. The parents turned the house into a school for kindergarten. This house remained until the late 1960s. (First Class for 100 years)

Post WWII lead to the Baby Boom in the early 1950s that initiated a wave of classroom additions to keep up with the growth of the grade school population.

Don Walter illustrated the growth spurt that would be felt by Spokane Schools for the *Inland Empire Magazine* "**New Life For 6-Year-Olds.**" (*The Spokesman-Review*. 9/9/1950. 2:1.)

... This year's crop of first graders will set a new record in both the public and parochial schools when enrollment statistics are tabulated. Miss Leila Lavin, assistant superintendent of city school in charge of elementary education, said the public school expected between 2400 and 2500 first graders this year. This represents an increase of 300 from last year.

This year, however, is only the beginning of the school housing problem. The peak year for babies in Spokane was 1946 and the birth rate has been

sticking close to that all-time high ever since. School authorities expect the influx of first graders to be at its greatest by next year or the year after. ...

...

The total enrollment in Spokane public and parochial grade and high school probably will reach 27,000 or 700 more than last year. The increase may be greater, though. Last year the schools were ready for an increase enrollment of 500 or 600. Instead, the enrollment in public schools increased by 1200 and in the parochial schools by more than 200.

...

Likewise, new portables this fall are going into use at the Browne, Madison, Columbia, Longfellow, Pratt, Franklin and Jefferson schools. This brings the total number of portables in use at city schools to 76.

The rapid growth of the "Baby Boom" student population provided the impetus for passage of a \$2,000,000 bond issue in September 1950. The expansion of Franklin was one of the projects included in that bond vote.

### **Addition Built in 1953**

*The Spokane Daily Chronicle* reported on April 21, 1952 (p3:1) that: "**Franklin School Building Job Gets 'Go-Ahead' Sign**"

School officials and contractors today were given the "go-ahead" on construction of the new Franklin school, the last permanent project of the Spokane public schools present bond program.

Superintendent John A. Shaw said he has received final approval from the state department of public instruction for \$61,841 in matching funds on the \$276,116 addition.

He said the general contractor, Hazen & Clark, has been instructed to go ahead with the job of building four classrooms and library on the Seventeenth avenue level.

A multi-purpose unit, kitchen, showers, dressing room and utility room will adjoin on the playground level north of Seventeenth.

Arnold & Jeffers and Country Home Electric will do the plumbing and electrical work on the addition designed by Funk, Molander & Johnson and William James.

*The Spokesman-Review* would report on March 24, 1953: **“SPOKANE GETS EDUCATOR’S NOD.” “Support Praised by Mrs. Wanamaker at Franklin Rite”**

Spokanites were praised last night by Mrs. Pearl Wanamaker, state superintendent of public instruction, for their support of public education.

Mrs. Wanamaker spoke at dedication ceremonies for Franklin school’s new \$277,000 classroom and multipurpose unit. The new addition includes four classrooms, a library, combination auditorium-gymnasium-lunchroom and utility rooms. A large audience of parents, patrons, and civic officials filled the auditorium.

“Spokane has been one of the communities where people believe in education to the point where you’re willing to put your money on the line,” the superintendent emphasized. “You’ve gone out and voted your levies to prove your point.”

#### **Parents Thanked**

“I want to thank you,” she told the Franklin school parents, “for the work you’ve done to make it possible to carry out his kind of educational program for your children. I want, too, to thank John Shaw and his administrative staff, the school board, and your pre-school and PTA members.”

Mrs. Wanamaker emphasized repeatedly that “education is the responsibility of the state.” She commented: “The state of Washington has had one of the finest programs of educational support. When we go back to supporting schools on the local level, we must realize that unequal distribution of educational facilities will result. Rich districts will have good schools, and poor districts will see their children in poor schools.” (Article continues.)

It was not long before the growth in students again outpaced the new classrooms. In 1955 two portable classroom units added.

James Smith would write the “Saga of The Franklin School” in *The Spokesman-Review* edition of March 22, 1953. (The article included photos of the original Franklin School, built sometime around 1889; the 1909 building, and the 1953 addition.) Smith begins his story:

Benjamin Franklin died in 1790, but he is reborn with every generation of Americans that reads his autobiography, ponders Poor Richard’s almanac or marvels at his scientific ingenuity.

Sometimes his memory is preserved in masonry as by a Franklin school

Spokane has two Franklin schools in its history. The first was an investment in educational property that would have pleased the thrifty-minded patriot.

It was built in 1890 during the centennial of the death of its namesake. It went up in the first year of the statehood of Washington during Spokane's vigorous young cityhood.

...

An early report of the superintendent of school issued in the 1890s suggests the situation [a seating capacity of 600, with 2000 students of school age] may have been even worse. It lists Spokane's total population in 1889-90 at 23,602 with 3283 of school age and 2784 enrolled in school. That year Spokane had but 26 teachers.

Faced with such statistics, the pioneers went to work on the problem. Like their descendants 63 years later, they arrive at a solution—they approved a bond issue. It was, however, roughly one-tenth as much as the 1952 bond issue in so far as figures go at any rate. It was for \$250,000.

It would seem that Benjamin Franklin himself handled the building projects, judging by what came out of the quarter-million investment—a central high school building and six ward school buildings, according to Edwards' account. The latter structures were built for \$29,000 each.

One of the six, the Franklin school, went up at a location not found on modern maps of the city. Earliest records list it as being at Front and Oak. Later its address was Front and Grant. ... Spokane's growing ways which produced the school also destroyed it and all absolute evidence of exactly where it was.

...

In September, 1909, for the first time in nearly 20 years the old Franklin school was devoid of whispering children and their teachers. But the name Franklin was not dead in Spokane school circles. It had been born again at Seventeenth and Mount Vernon.

The new structure costing \$45,00 was in a more thinly populated part of the city. It had just 144 pupils whereas the old Franklin even in its declining years listed no fewer than 312.

Perhaps the pioneers thought the new Franklin was large enough for all time. But they knew Spokane and believed in its future. It isn't likely they would be surprised to learn that in the fall of 1952 nearly 500 youngsters were again going to a Franklin school.

It broke into the news columns as the only public school in the city with a double shifting problem.

This time the solution to growing pains was not “tear down the school” but to add to it. Tomorrow night an addition of four classrooms and a library together with a multi-purpose unit will be dedicated at the school. The cost this time may be out of line with its namesake though in tune with the times—about \$280,000.

What the future holds for the name of Franklin in Spokane’s public school system no one can tell in 1953. One thing is certain, some things will ever be the same. The youngsters who enter the portals of the school will be very much the same.

Thirty-five years later, Doug Clark, a columnist for *The Spokesman-Review* would return to his alma mater, Franklin School, and write about school lunches for National School Lunch Week. **“School lunches leave bad taste in kid’s mouths”**

This week in case you forgot to mark it on your calendar, is National School Lunch Week.

What better time for concerned parents and snoopy columnists to buy some Tums and sample the cuisine available every single day to young students all across America?

We all know the sad, smelly hot lunch saga. Since 1946, the year the lunch program started, school food has been almost universally badmouthed by those of us who remember it as being, well, bad in your mouth. But all that has supposedly changed. According to Spokane School District 81 officials, school lunch has now become a Harvest of Health, a bona fide “wholesome and nutritious” cornucopia of goodness.

...

Glancing over the menus, I figured Monday for a much better time to learn the gastric truth of school lunch. The offerings on Monday appeared to be what my kids are always complaining about. Yes, I’m talking about “Hot Diggity (burp) Dogs” and the dreaded mystery “Cheese Cubes.”

“If you want a tip, stay away from those cheese cubes,” advised my old pal Nathan Traylor, a first grader who could well become the next Galloping Gourmet.

Actually, I met Nathan for the first time while standing in the lunch line at Franklin Elementary School on Spokane’s South Hill. I chose Franklin as a hot lunch testing site because it is my old alma mater. Many a hot lunch passed through me back when I attended school there more than 25 years ago.



On this day, however, it was my 7-year old daughter, Emily's hand I was holding as we filed into the old brick gymnasium to dine. Déjà vu. Above the noise of chattering kids I could almost make out the familiar voice of one Miss Tully, my fearsome former principal who used to appreciate me like an epidemic of head lice.

Clark's lunch story continues with quotes from students about the food –“Barf, or other derivatives thereof, seem to be favorite words Franklin students use when discussing their school lunches.” In closing it seems like lunches from home also drew complaints. “Yeah,” said the precocious Ficus as he headed for the garbage bin with a sack in hand, “my mom packed me a salami sandwich and it wasn't very good, either.”

### **Loren L. Rand (1851 – 1935)**

Loren Rand was born in Amesbury, MA in 1851, the son of William H. and Mary Ann Bartlet Rand. His father was a manufacturer of carriages, and his mother, a descendant of Josiah Bartlet, a signer of the Declaration of Independence. Educated at MIT, Rand opened an architect's office in Grand Rapids, MI, moved to Minneapolis, and settled in Spokane in 1888. According to Durham (1912), Rand “has been one of the leading architects of the city throughout all the intervening years.” Among some of his earlier residences which he designed were those of former Territorial Judge Nash, E.L. Powell, former Spokane Mayor, Spokane businessman and civic leader, H.F. Belt, and S. Heath, founder of what would become John W. Graham and Company.

Rand, with J.K. Dow, designed the first four-story building erected in Spokane after the fire, known as the Tidball block. Also with J.K. Dow, he designed the Masonic Temple, Bump Block/Carlyle Hotel, and Bennett Block. According to Durham: “...some of the more recent business buildings which stand as monuments to his skill and ability are the Riverside avenue and Main street additions to the Crescent store, all of the buildings for the Spokane Dry Goods Realty Company, the Marble Bank building, now occupied by the Union Trust & Savings Bank, and others.” “He has also erected twelve or fifteen school buildings, including the new Lewis and Clarke [sic] high school, which has but recently been completed and which is the finest school building in the northwest; also the Roosevelt, Longfellow, Stevens, Cooper, New Franklin, Audubon, Frances Willard, Hayes Park, Adams and Jefferson school buildings. He likewise designed the First Presbyterian church, which has been built only a few years and which is perhaps the finest in the Inland Empire.” .... “He entered a profession in which only merit and ability win advancement and his thorough preliminary training and long experience have qualified him for important duties in this direction.”

In 1926, Lucy Robinson wrote in *The Spokane Woman* about architect Rand:

The architect more than any other man builds his own monuments. In wood or stone he raises memorials to his own personality, his own dream made permanent. The builder of schools leaves an influence that affects the lives of thousands, in his own time and in many years to come.

Loren L. Rand has designed many buildings in Spokane but Lewis and Clark high school is probably his finest achievement. In the desire to pass the credit for his successful piece of work to other people, Mr. Rand says that the cooperation and personal interest of the teachers in his plans made his success possible. He talked over every detail of the building. They knew the results they needed and he translated their ideas into a structure of permanent beauty and usefulness. He has designed many schools. The unit plan used by the Spokane School Board for several fine buildings is his work, adaptable to many conditions and to easy changes as a school grows. The Hawthorne, McKinley and Columbia buildings are also his work. Prominent in the downtown district, the Main Avenue building of the Crescent store is one of the business blocks designed by Mr. Rand.

Rand was known for his prolific work in designing Spokane schools, but most have been razed. His extant buildings, in addition to Franklin, include Lewis and Clark High School, Adams Elementary School, Jefferson Elementary School, Wilson Elementary School, and McKinley School.

Rand's other major buildings include: the Crescent Building #2 (1919), 707 W. Main Avenue; Dry Goods Realty Company Building (1909), 170 South Lincoln; Crescent Service Building (1908), 152 South Lincoln; Hotel Grand Coulee (1910), 106 S. Cedar Street; and Masonic Temple (1905), 1108 West Riverside Avenue.

Rand was a member of the Masonic lodge, the Oriental lodge and the Shrine. Also a member and a past president of the Sons of the American Revolution, his mother being a descendant of Josiah Bartlet, one of the signers of the Declaration of Independence.

### **Funk, Molander and Johnson, Architects**

#### **Albert Harvey Funk, Architect**

Albert Funk was born in Spokane in 1904 and died in Spokane in 1986 at the age of 82. Funk was the son of Leonard Funk, Spokane pioneer, city commissioner, and mayor.

According to the death notice in the Spokane Daily Chronicle (9/26/1986), Albert Funk attended the old South Central High School and received his degree in architecture from Washington State College in 1925. He later took graduate studies and was licensed in 1931—one of the first architects in Spokane to be licensed by examination. Funk apprenticed with Whitehouse & Price Architects and then spent 1-1/2 years in Washington, D.C. with the U.S. Treasury Department [The Treasury Department housed the Office of Supervising Architect that designed or supervised the design of all federal buildings.] He was in New York City when the market crashed in 1929 and after the crash returned to Spokane.

In 1935 and 1936, Polk lists Albert H. Funk as a draftsman with the State Highway Department. An October 8, 1936 display ad in the Spokane Daily Chronicle for Monroe Street Lumber Co. advised that if one was "Planning a New Home," that "licensed

architect and specialist in small home design and planning,” Albert H. Funk was providing “home planning services.” In 1937 Funk is listed, with wife Ruby L., as an architect with the Monroe Street Lumber Company.

A Spokane Daily Chronicle article of May 9, 1937 reported that Funk had opened an architecture office in the Columbia Building (a photo was included). Albert H. Funk first listing in Polk as an architect was in the following year, 1938. His office was in the Hutton Building. He maintained a solo practice until 1945 when he co-founded the partnership Funk, Molander & Johnson Architects. The partnership reorganized in 1956 as Funk, Murray & Johnson.

Among his notable projects were St. Charles Roman Catholic Church (4515 N. Alberta, ca. 1959), Mater Cleri Seminary, Immaculate Heart Retreat House (6910 S Ben Burr Rd, ca. 1958), and the Garland Theater (924 W. Garland, 1945). Funk also designed churches in Clarkston (1964), the Senile Ward for Eastern Washington State Hospital (1948), Fire Stations in Spokane (1946), and Rosalia (1946), the Food Service building (Tawanka Hall) at Eastern Washington State College (1963), several campus buildings at Whitworth College (women’s dorm-1952, Student Union Center-1949, and Auditorium/Administrative Building-1951), and the Grinnell Warehouse at 909 East Sprague).

Funk was president of the Spokane AIA in 1947. He also served on the city of Spokane Zoning Board of Adjustment from 1958 to 1970. Mr. Funk passed away on Wednesday 26 September 1986 in Spokane.

**Edwin W. Molander** was a partner in Funk, Molander and Johnson from 1946 to 1956. He was born on October 27, 1901 in Marinette, Wisconsin, and passed away in July 1983. He held a degree in architecture from University of Minnesota, 1925, and practiced in North Dakota before moving to Spokane. Molander is considered by Whitworth University to be a pivotal figure in building the first impression and providing the space needed for campus growth in the 1950s and 1960s. Molander was hired by President Frank Warren to design six new campus buildings, including Dixon and McEachran halls and Cowles Auditorium

**Carl H. Johnson** was born in Sheridan, Wyoming on January 24, 1913 and passed away on June 18, 2002 in La Conner, WA. He had a bachelor of science degree in architecture in 1935 from the University of Minnesota. After graduation Johnson worked as a draftsman for several firms including architects J. van Teylingen and Angus Vaughn McIver between 1935 and 1941 in Great Falls, Montana. Moving to Spokane, he worked for Whitehouse and Price in 1943-1944. Johnson was a licensed engineer and used his expertise to design structural forms and construction techniques. He was also a member of the American Institute of Architects, serving as Spokane chapter president from 1957-1958.

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Spokane School District No. 81. Floor Plans for Franklin Elementary School

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--. "Franklin School Building Job Get 'Go-Ahead' sign." 4/21/1952. p3:1-2.

--. Death Claims Albert Funk, architect, 82. 9/25/1986. p13:1.

The Spokesman Review

--. "L.R. Rand, 83, Architect, Dies." [sic] 10/7/1935. p3:2.

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--. "State Approves Cash for Franklin School. 4/29/1952. p5:1.

--. "State School Head to Speak." 3/23/1953. p6:5.

--. "Spokane Gets Educator's Nod." 3/25/1953. p5:1.

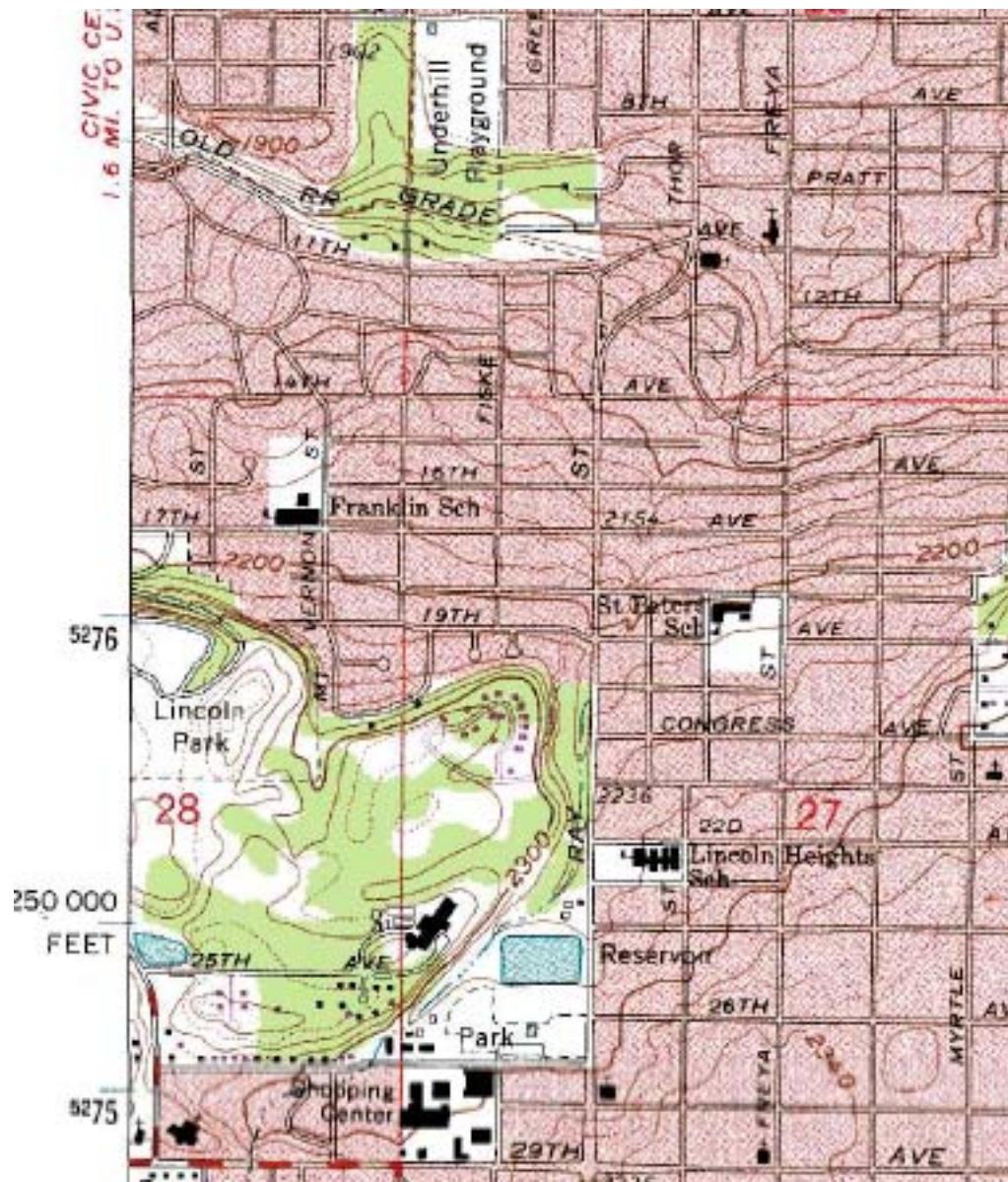
--. "Spokane School youngsters Get in Christmas Mood With Gala Plays." 12/16/1953. P26.

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## **MAPS, PHOTOS, DRAWINGS**



# FRANKLIN ELEMENTARY SCHOOL SITE LOCATION

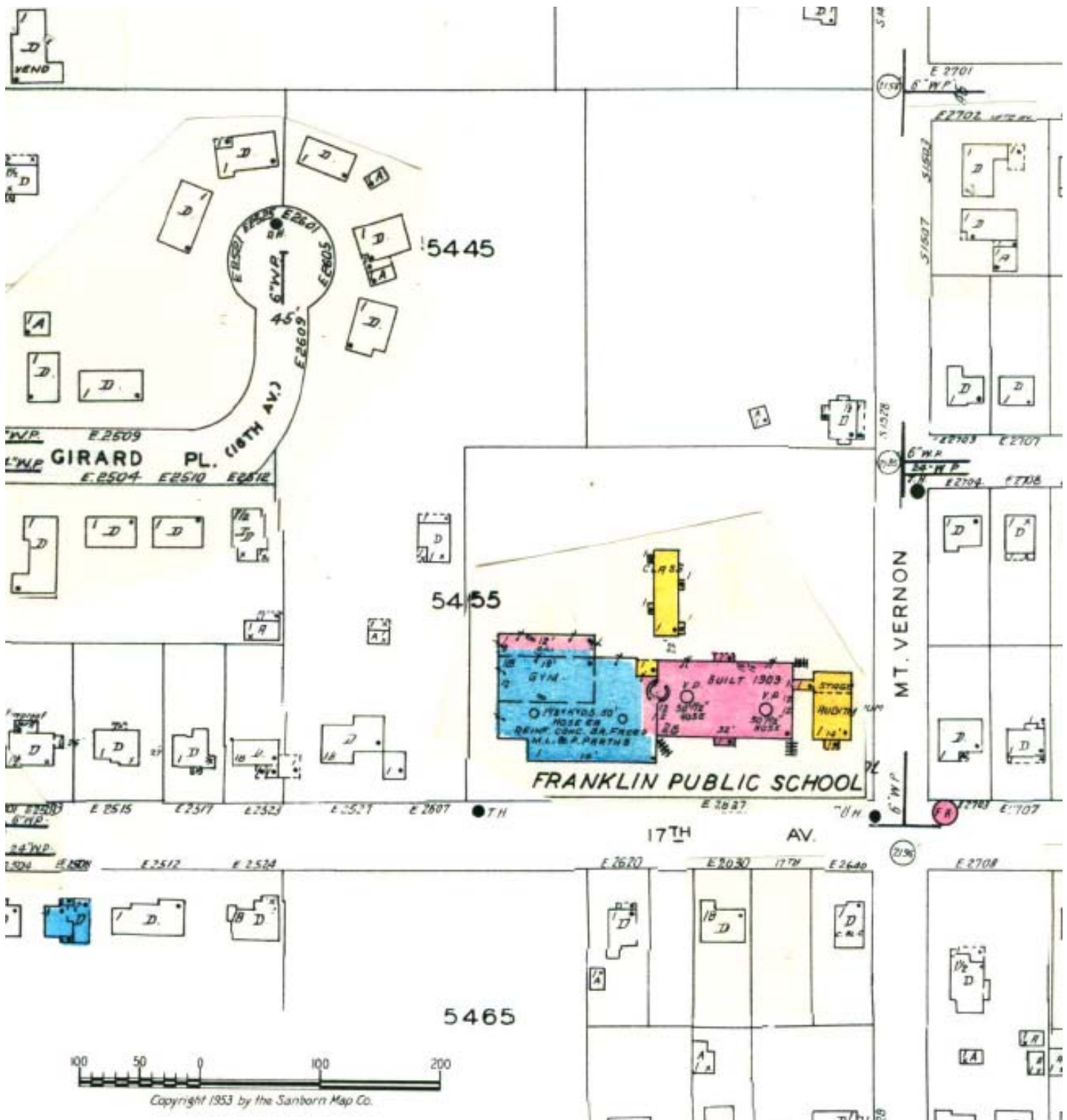




**FRANKLIN ELEMENTARY SCHOOL  
AERIAL PHOTO**

↑  
N  
no scale

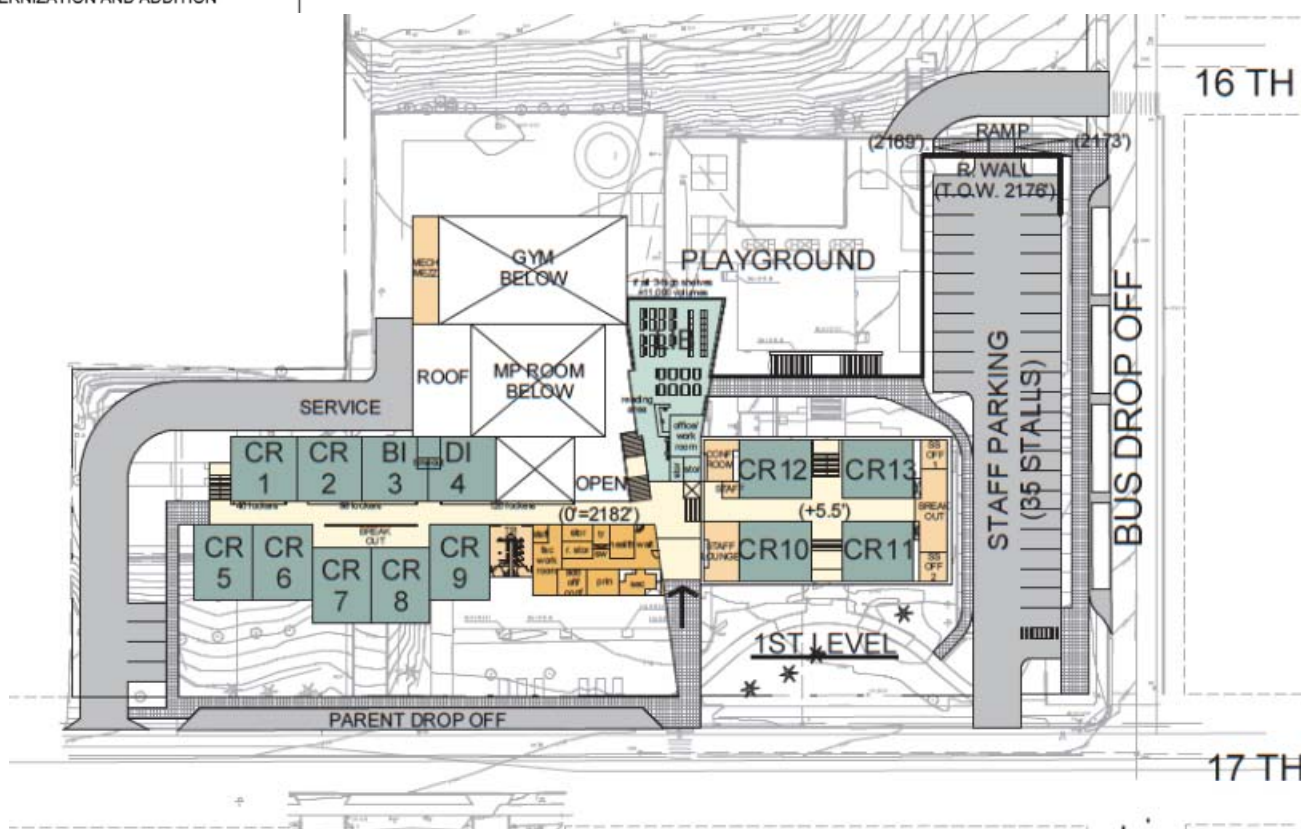


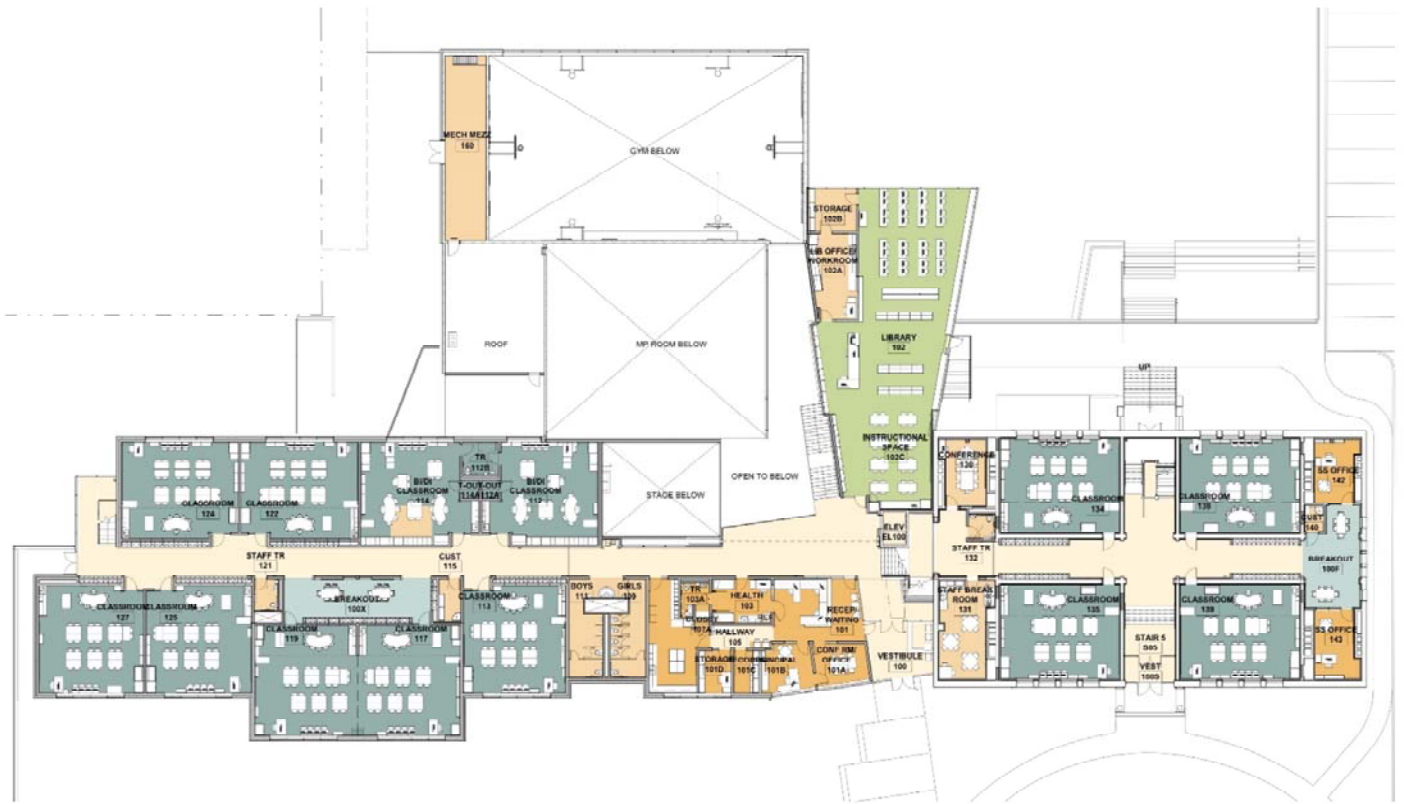


Sanborn Insurance Rate Map  
 1957, Volume 4, Page 810



ALSC

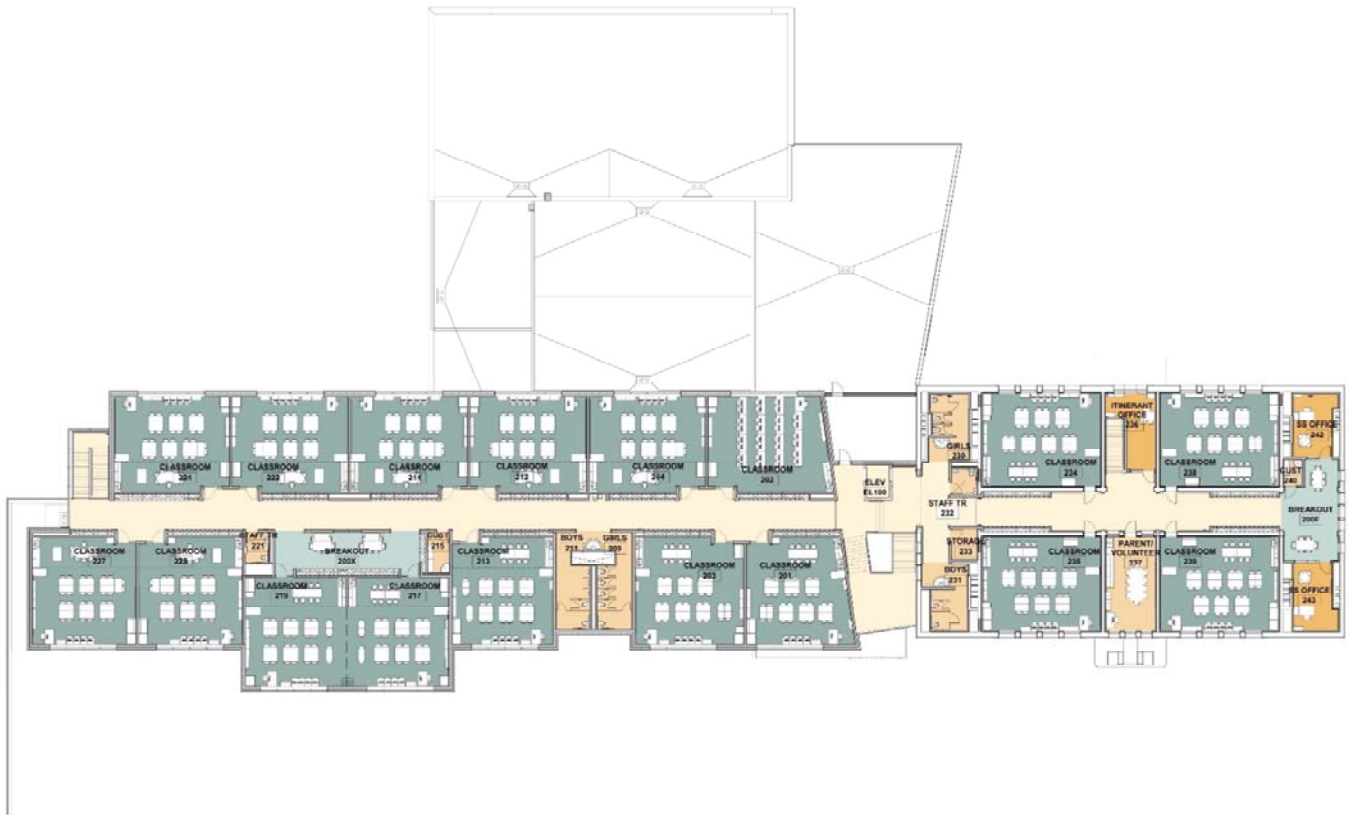




**SPOKANE PUBLIC SCHOOLS**  
 FRANKLIN ELEMENTARY SCHOOL  
 MODERNIZATION AND ADDITION

1ST LEVEL PLAN

**ALSC**  
 ARCHITECTS







Northwest corner, looking east along North Side of Classrooms toward West Side of Gymnasium



Juncture of 2018 Addition and 1909 classroom building, looking northeast





Front Facade of 1909 classroom building, looking north



Southeast corner of 1909 classroom building with 2018 addition to west, looking northwest





East Facade of 1909 classroom building, looking west



Northeast corner of 1909 classroom building and east facade of 2018 addition, looking southwest

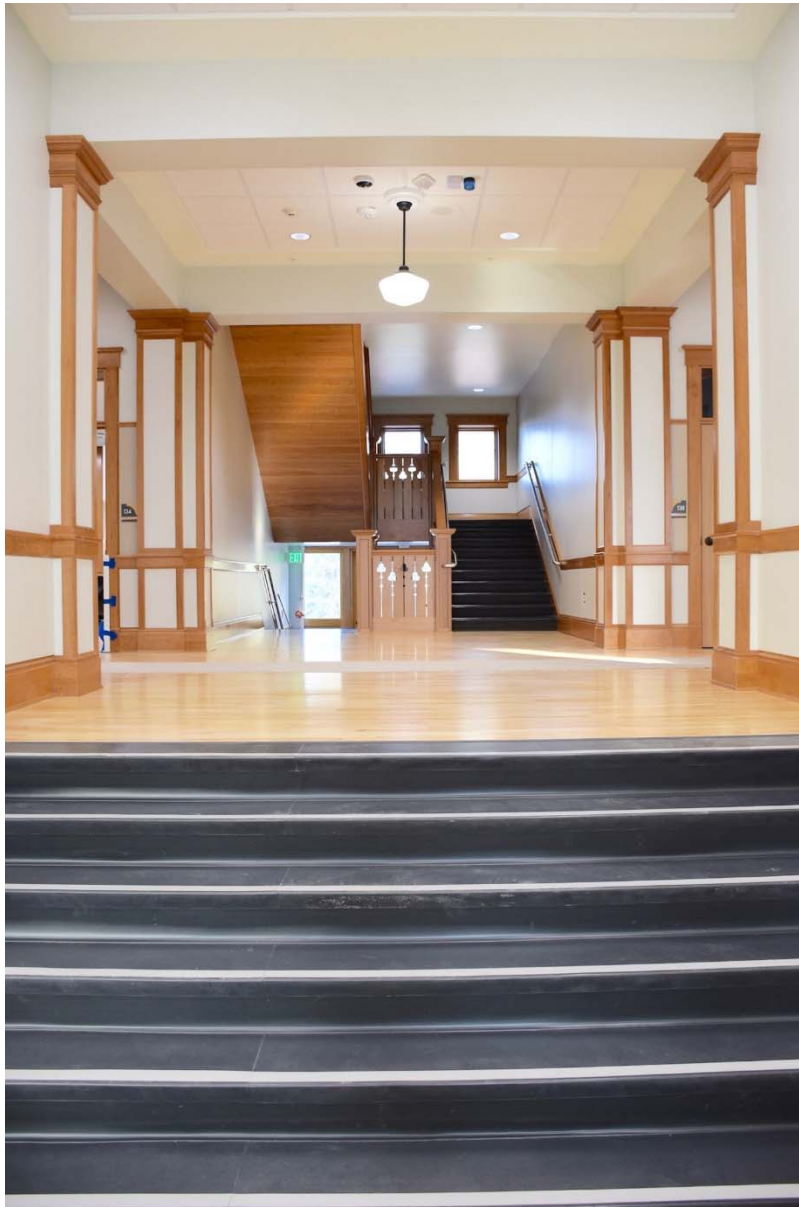


Rear Facade of 1909 classroom building, 2018 addition (library) to west, looking south



Front entry to 1909 classroom building, looking north





Original main entry stairs in 1909 building, entry landing looking north



Original main entry vestibule looking south toward front



Entry foyer of 1909 building, looking northwest toward stairs and classroom



Central east-west hallway, from foyer looking west toward addition



Central east-west hallway, from foyer looking east





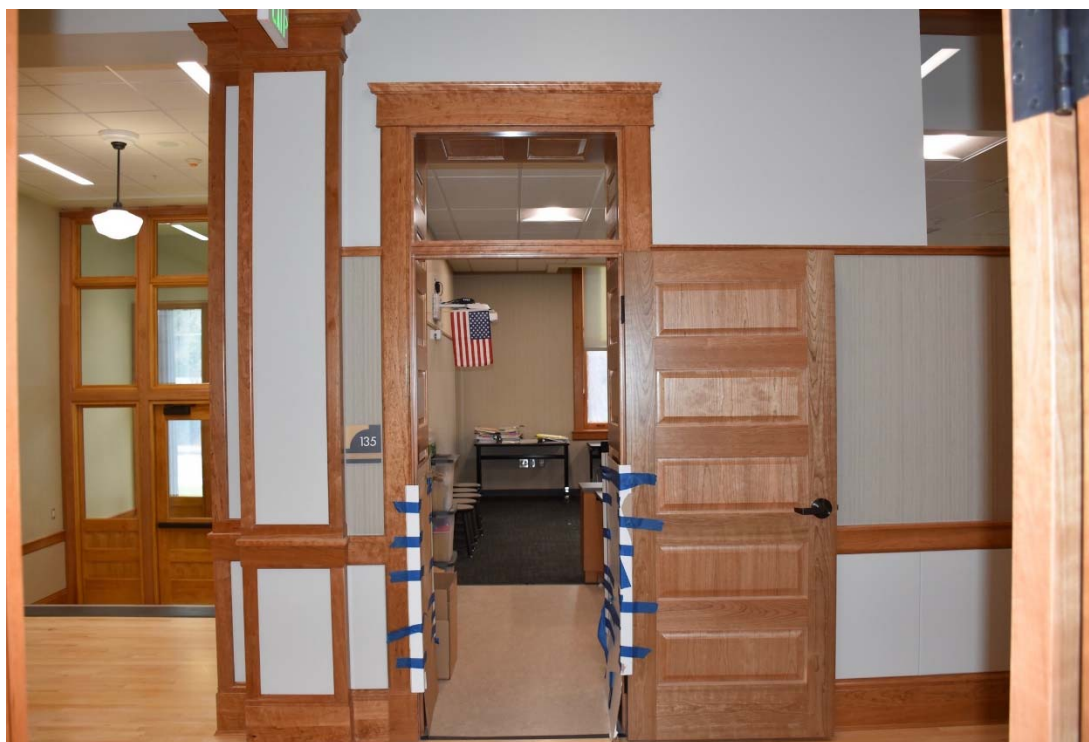
Breakout room at east end of building, looking east



Breakout room, looking north toward custodian room and office



East end of central hall, looking west toward addition



Classroom 135 in southwest quadrant of 1909 building, looking south

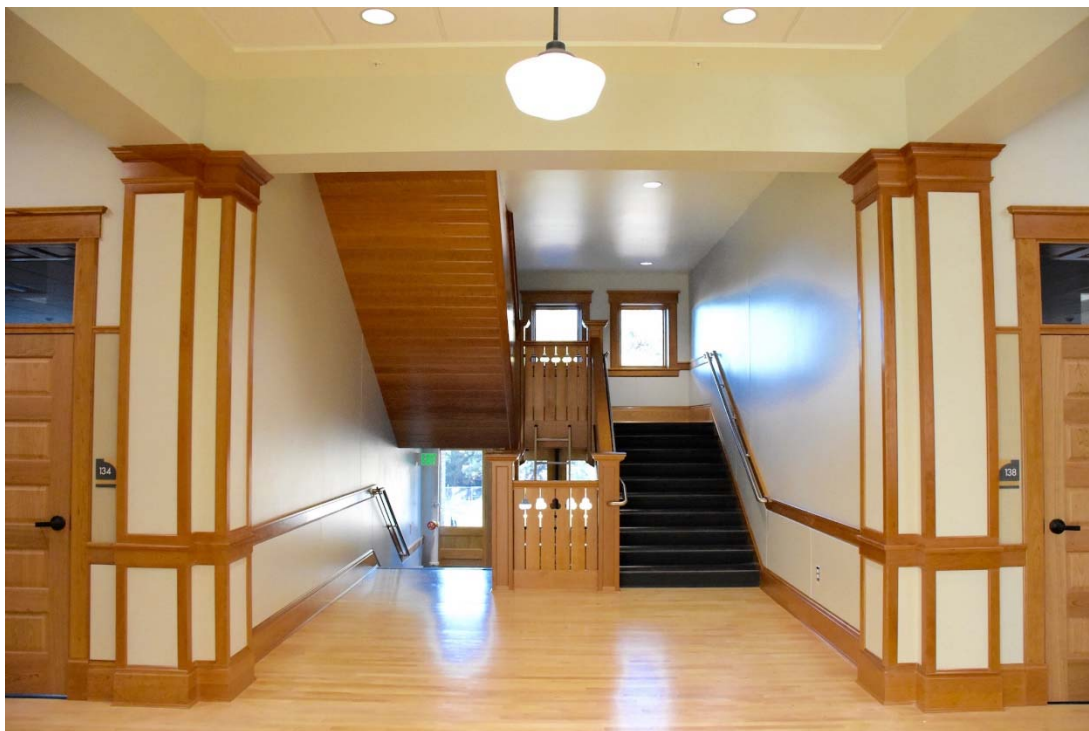




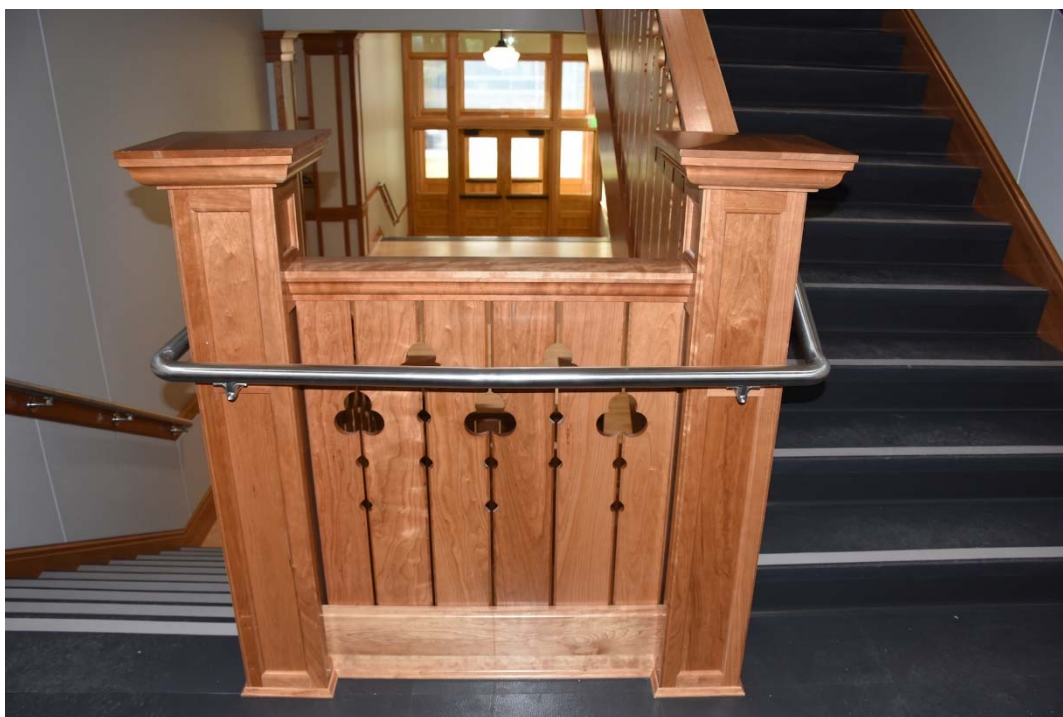
Classroom 135 (typical), looking southwest



Classroom 134 (typical), looking southwest toward hallway



First Floor foyer looking north at stairs to second floor, north exit, and basement



Central stairwell 1909 building, detail looking south from intermediate landing



Stairs to second floor from intermediate landing, looking south





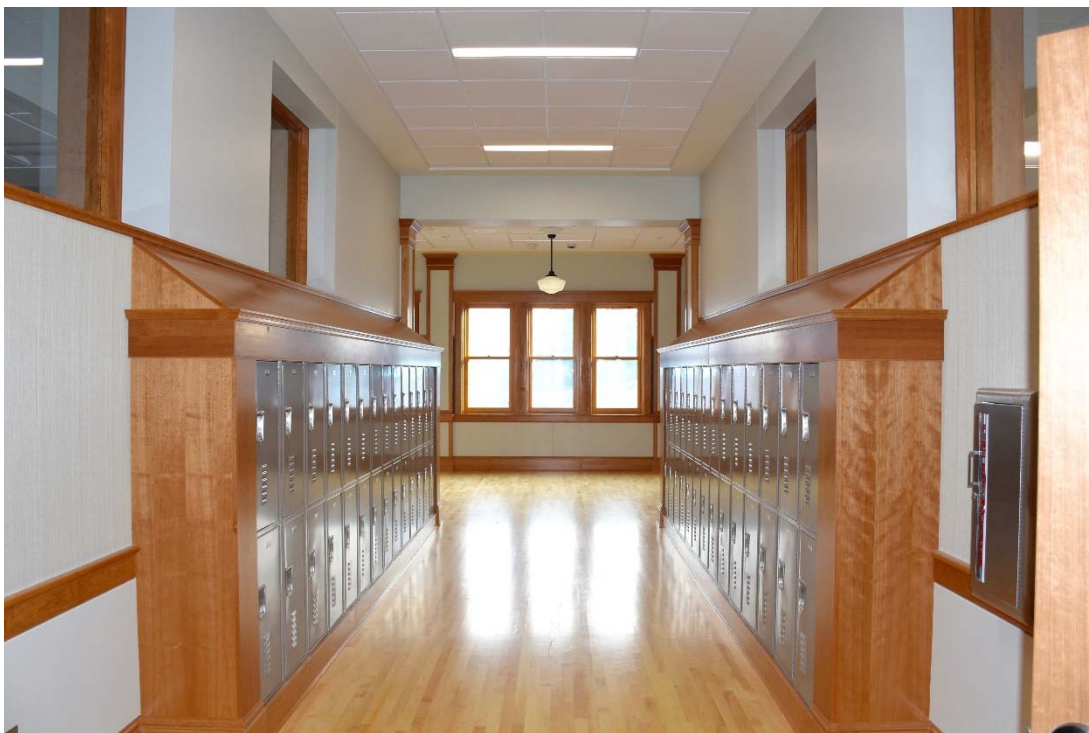
Second floor - parent/volunteer room, looking south



Looking north at itinerant office and stairs down to first floor



Second floor hallway, looking west toward addition from stair landing



Second floor hallway, looking east toward east end of 1909 building



Second floor breakout room at east end, looking south toward office



Second floor central hallway looking west from breakroom





Second floor classroom 234 (typical), looking east



Second floor classroom 234 (typical), looking west



Second floor classroom 234 (typical), looking north



Second floor classroom 234 (typical), looking south toward wall along central hallway





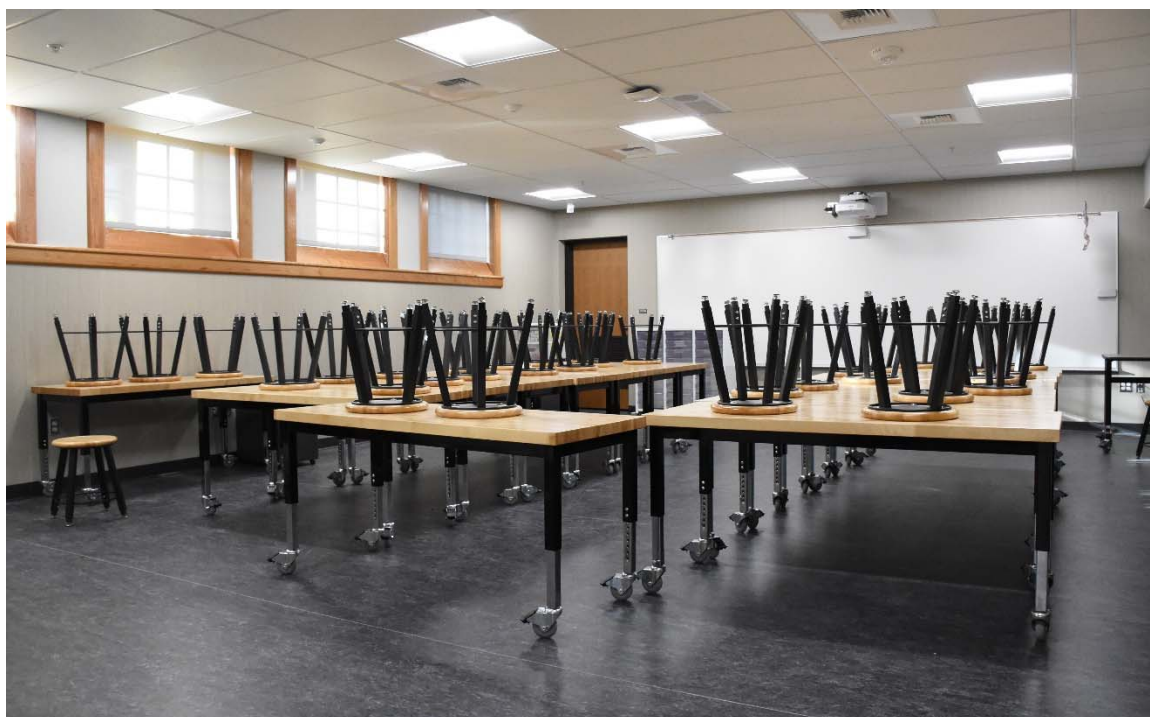
Basement - furnace room in 1909 building



Basement - bookroom, looking west



Basement, looking south at entry to art room from central hallway



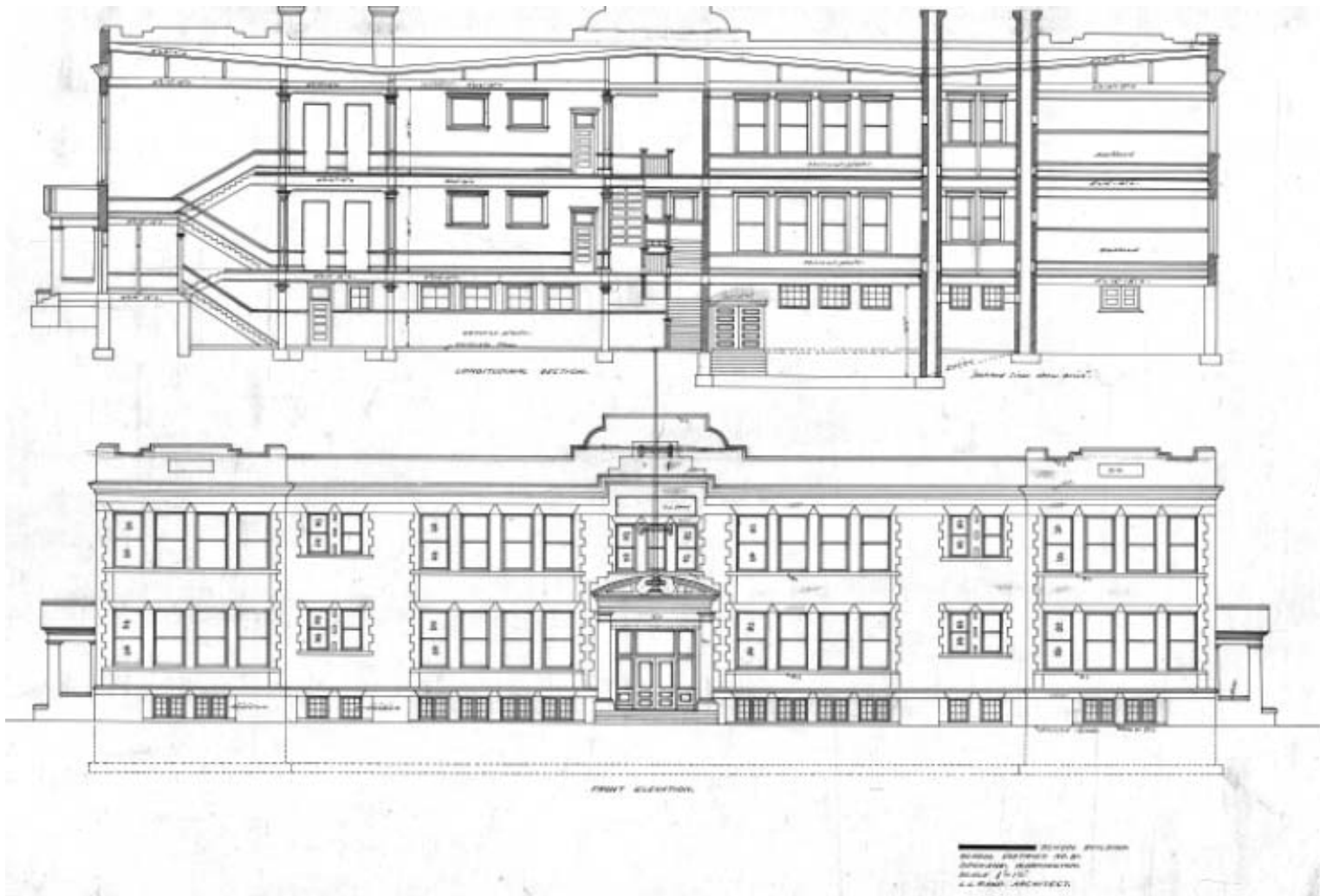
Basement, looking south at entry to art room from central hallway

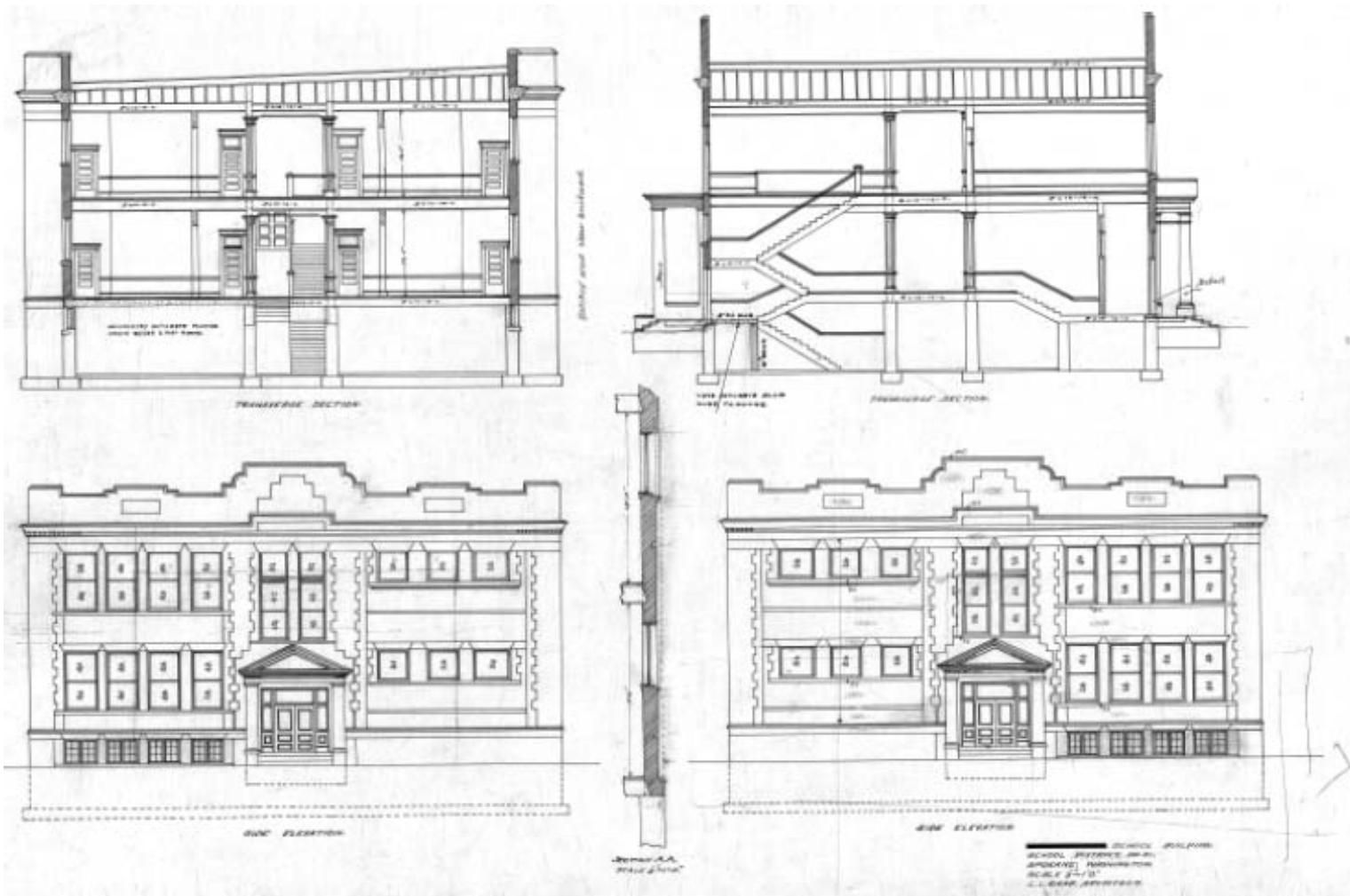


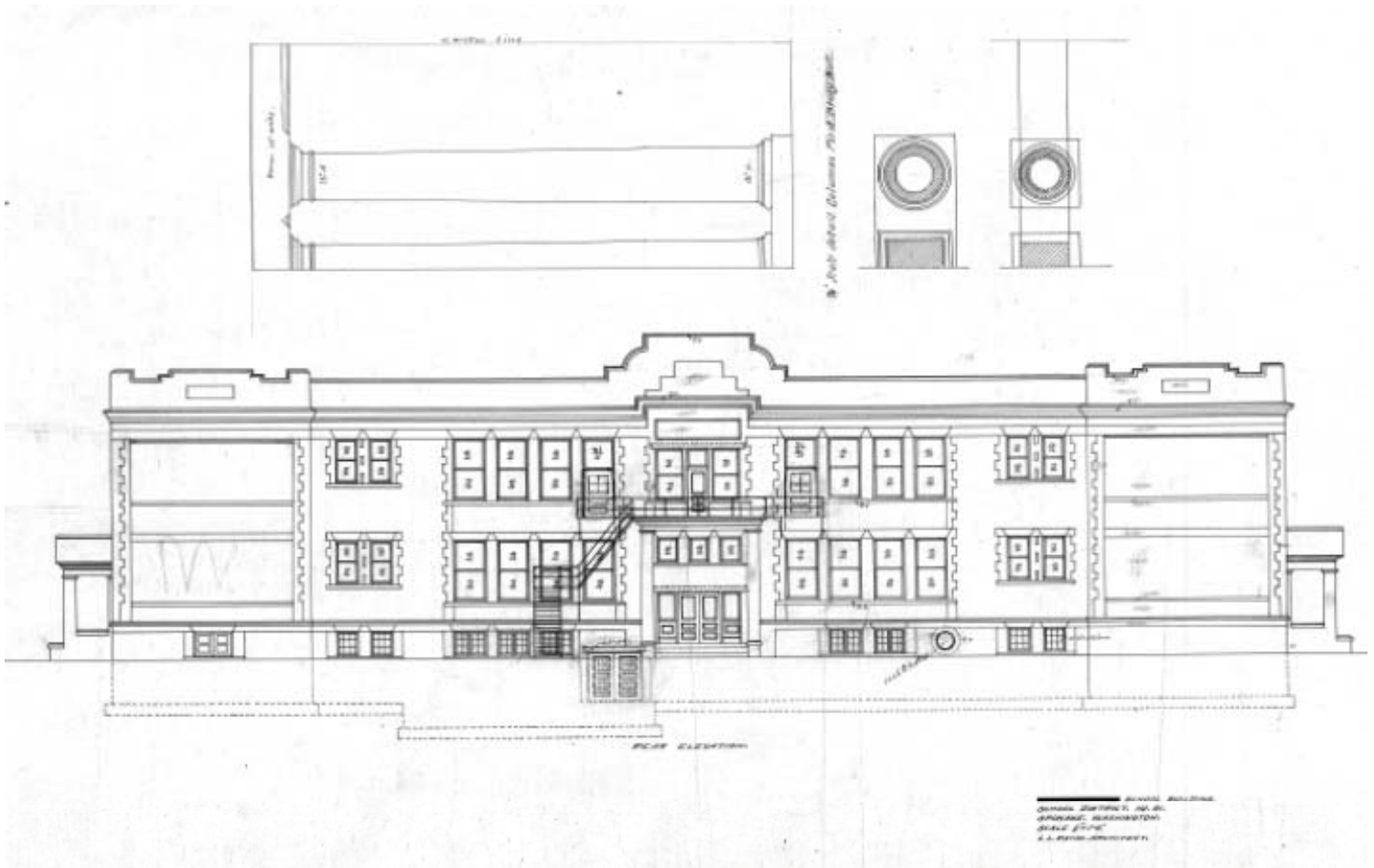
Basement, looking south at entry to art room from central hallway

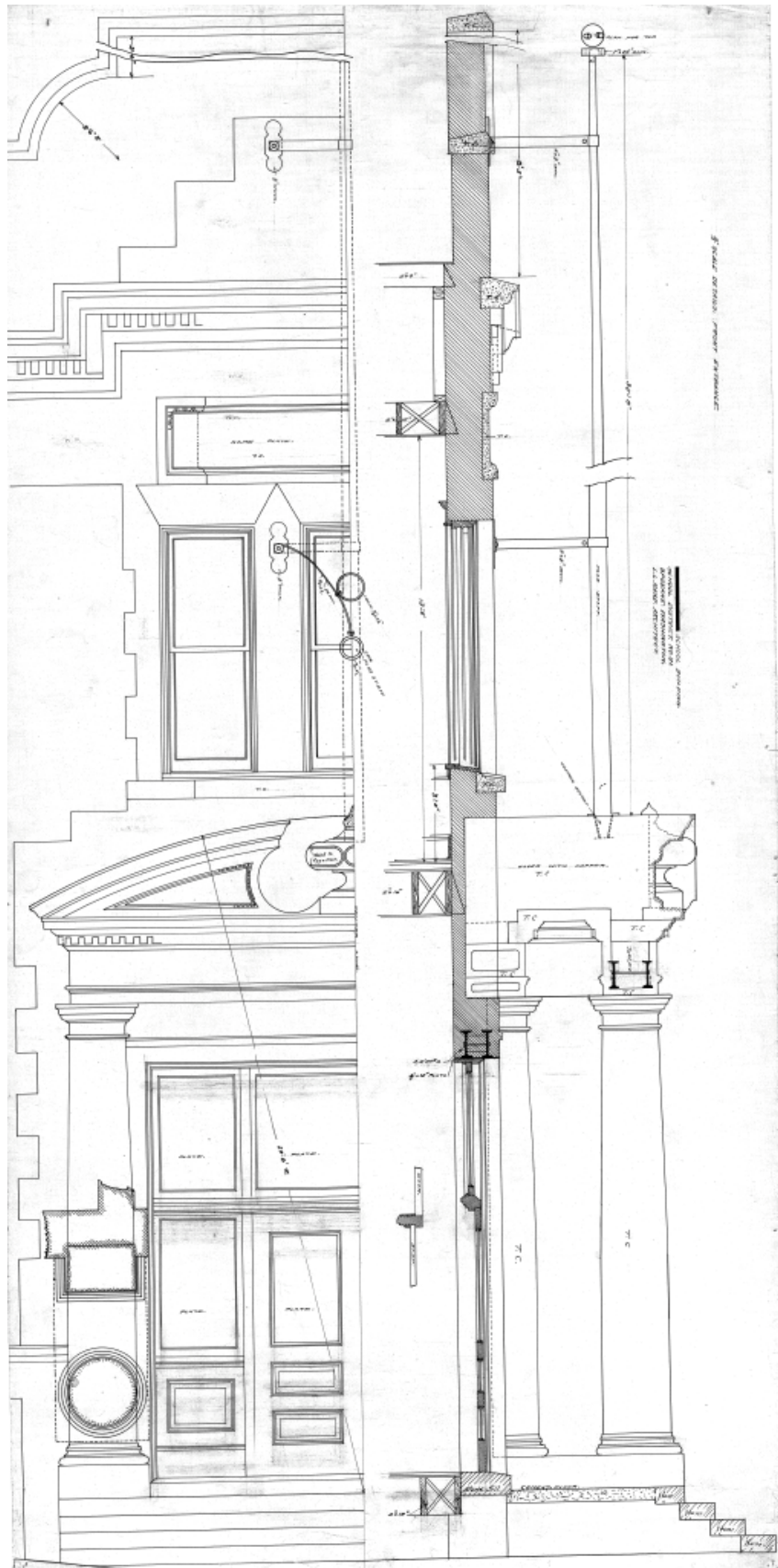


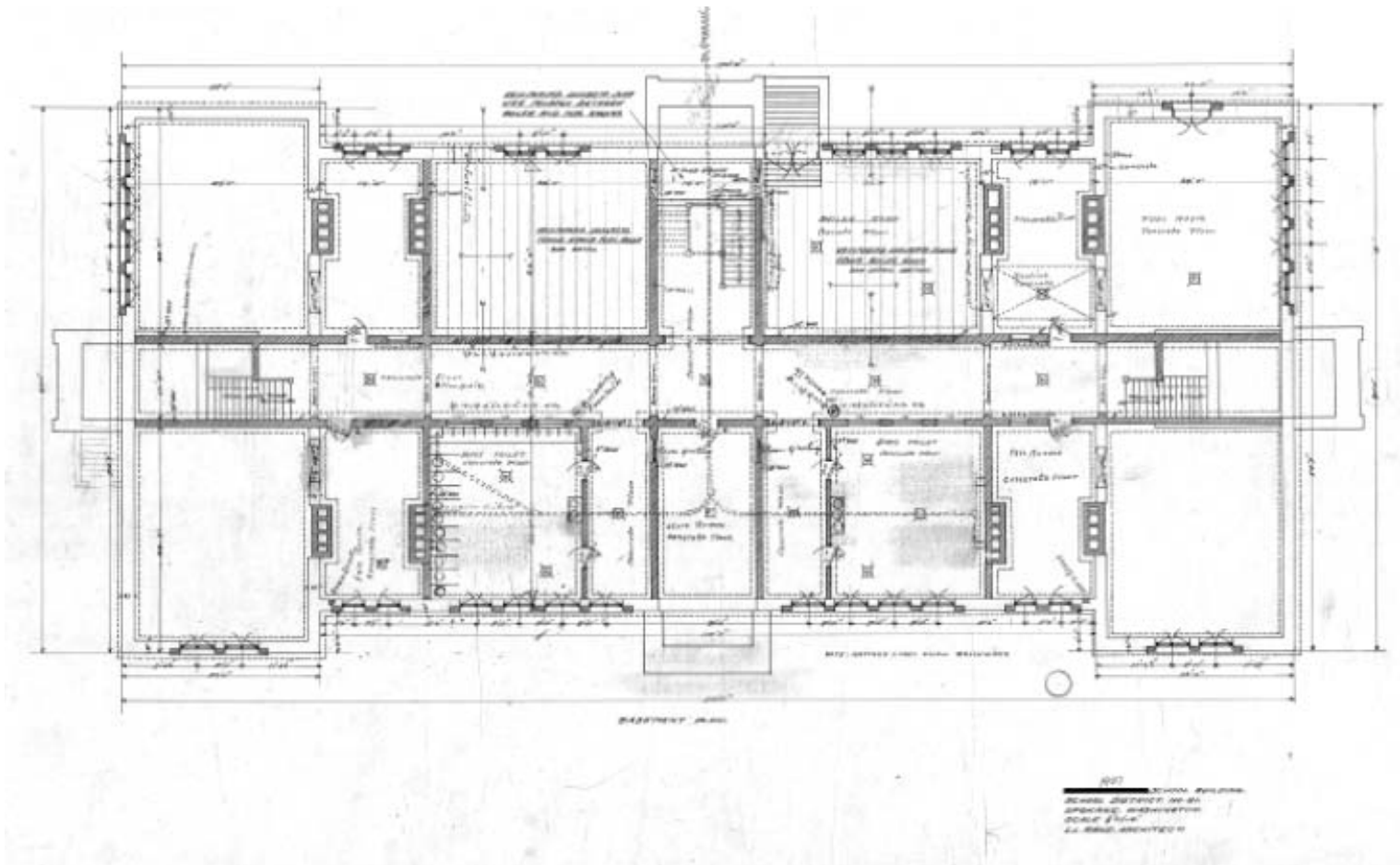
## 1909 BUILDING - ELEVATIONS AND FLOOR PLANS

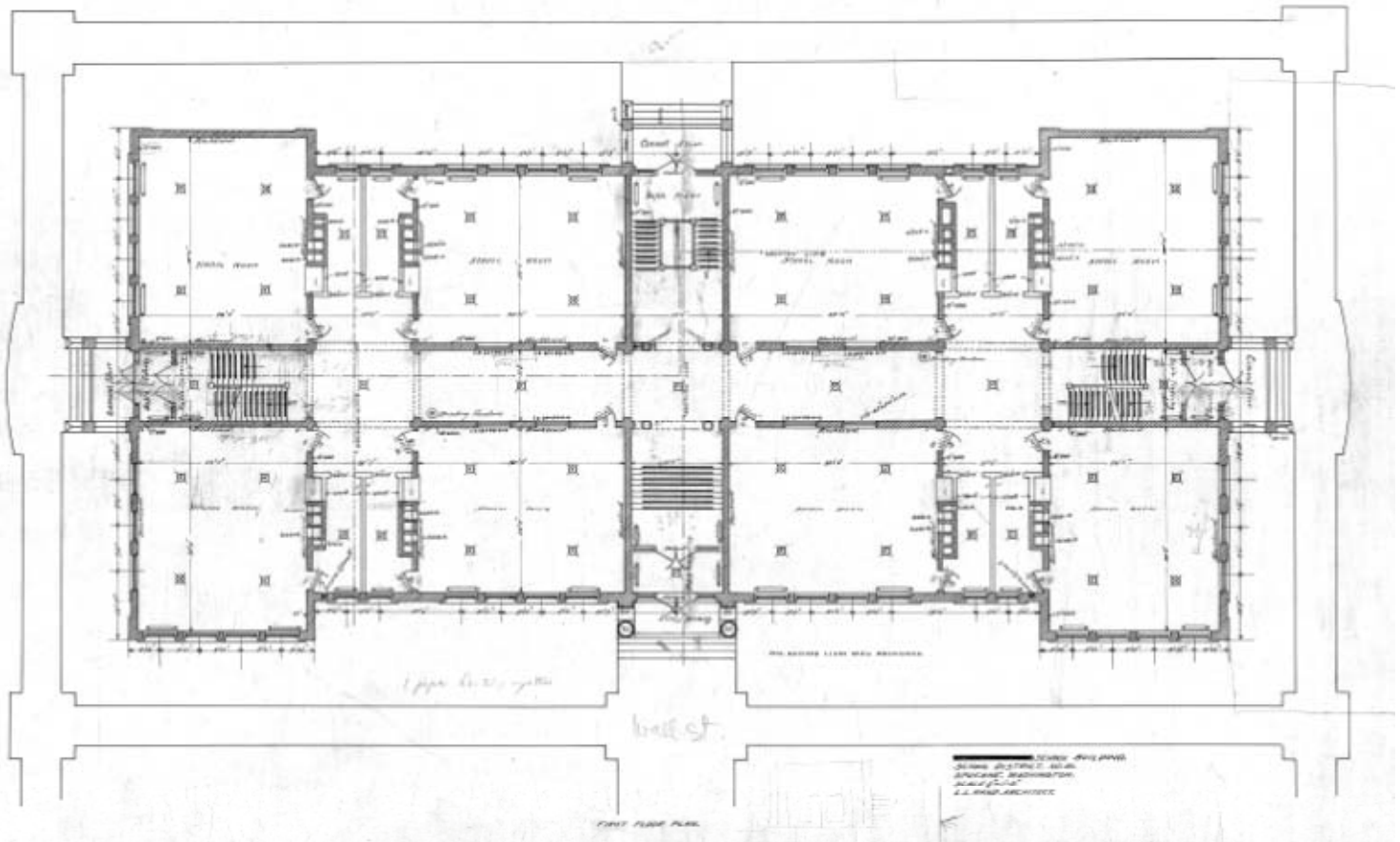












**FRANKLIN ELEMENTARY SCHOOL  
2018 ADDITION  
PHOTOS**





2018 Addition, south facade, looking north



2018 addition and 1909 building, looking northeast along 17th Avenue at south facade

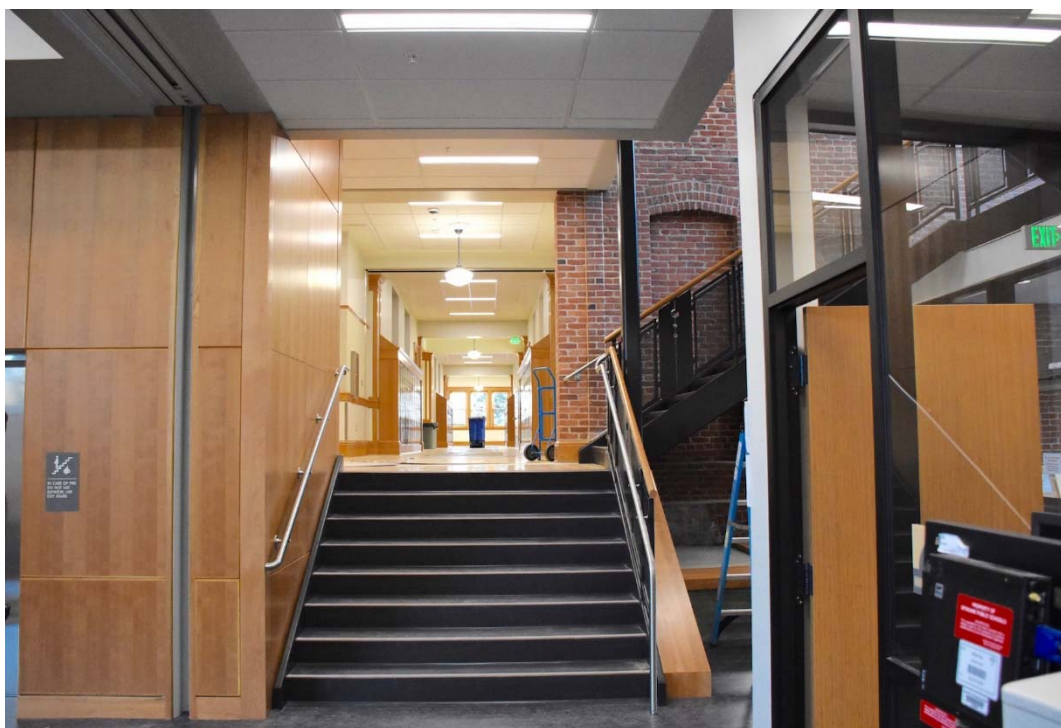


Franklin Elementary School 2018 addition, northwest corner, looking southeast



First Floor Administrative Offices, looking south

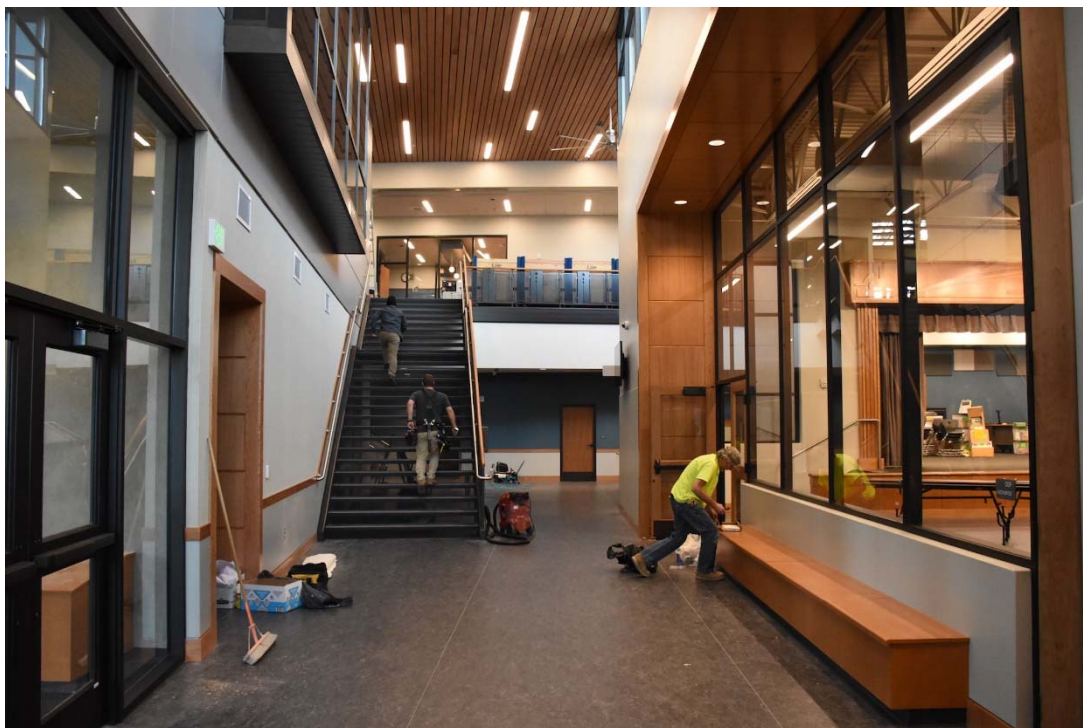




Entry Lobby looking east at stairs to 1909 building



Atrium Stairway from first floor to basement level, looking north

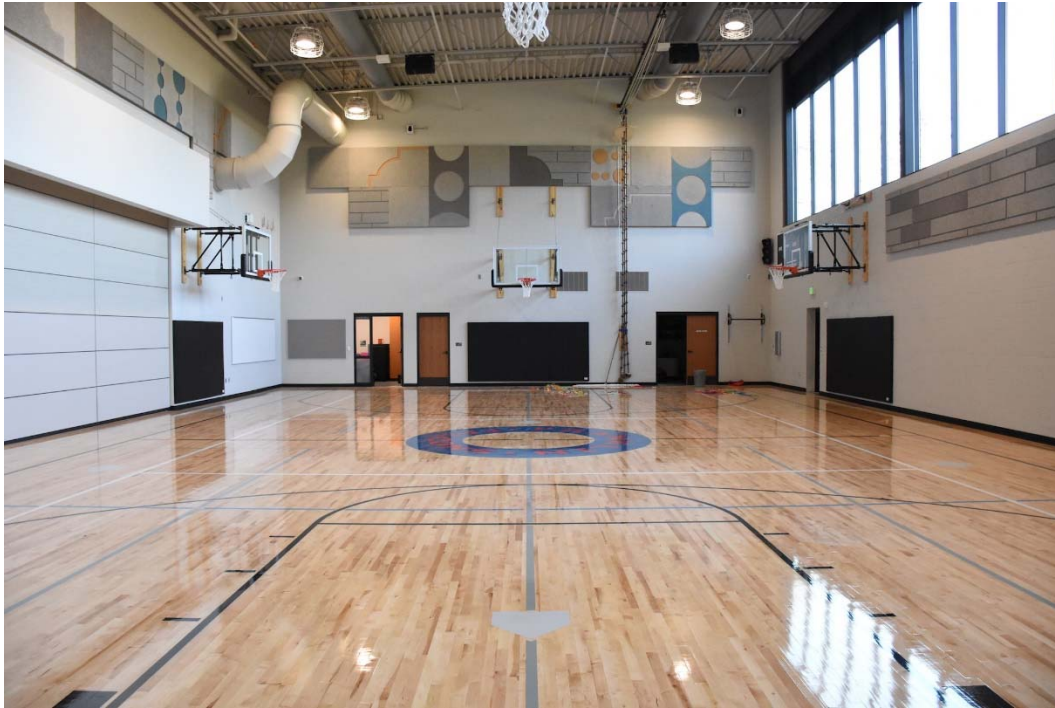


Atrium Stairs - basement to first floor, looking south - multi-purpose room to west, music room to east

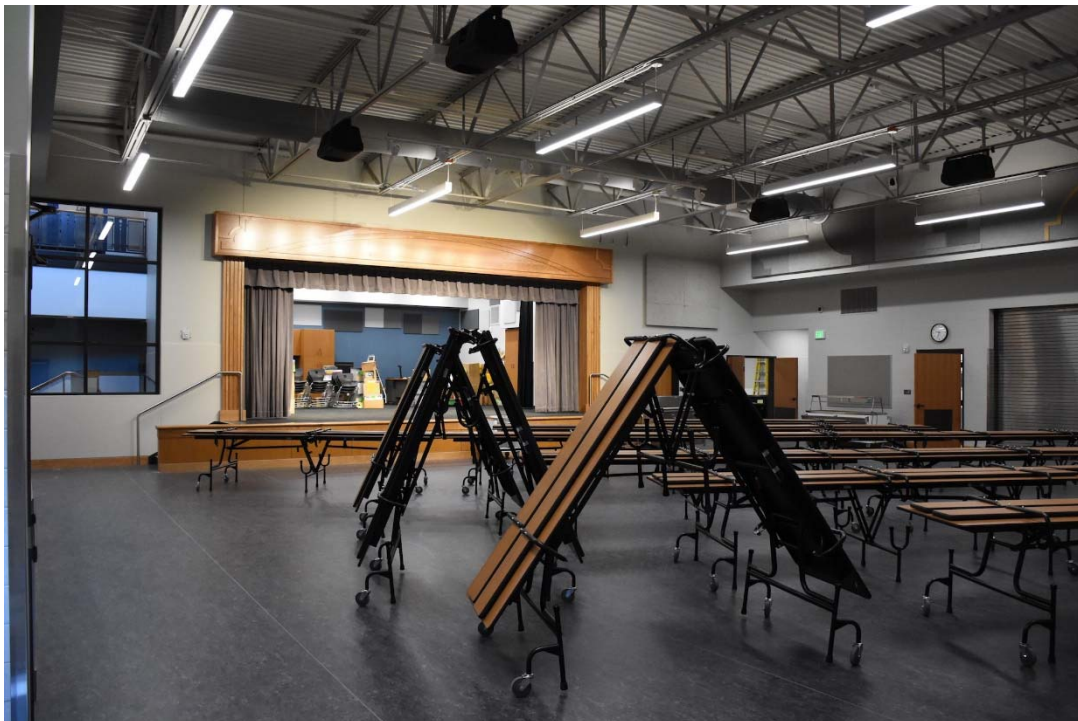


Basement Level - kitchen





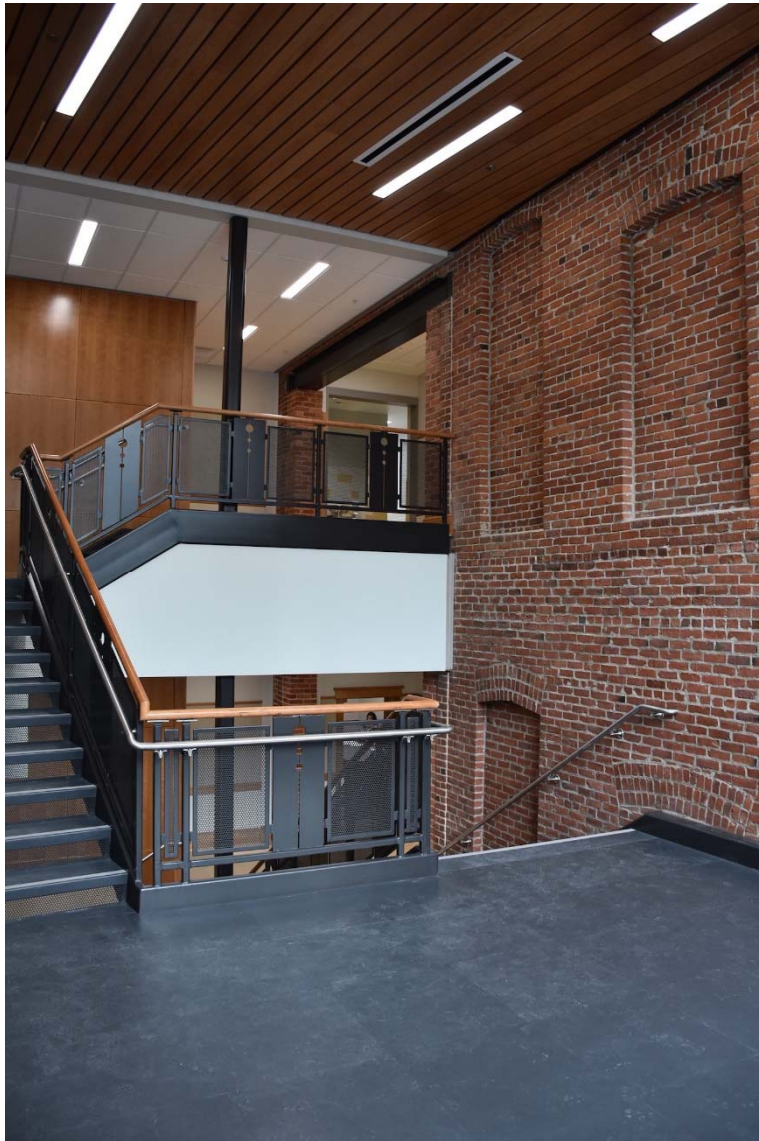
Basement Level - gymnasium, looking west



Basement Level - multi-purpose room/stage, looking south

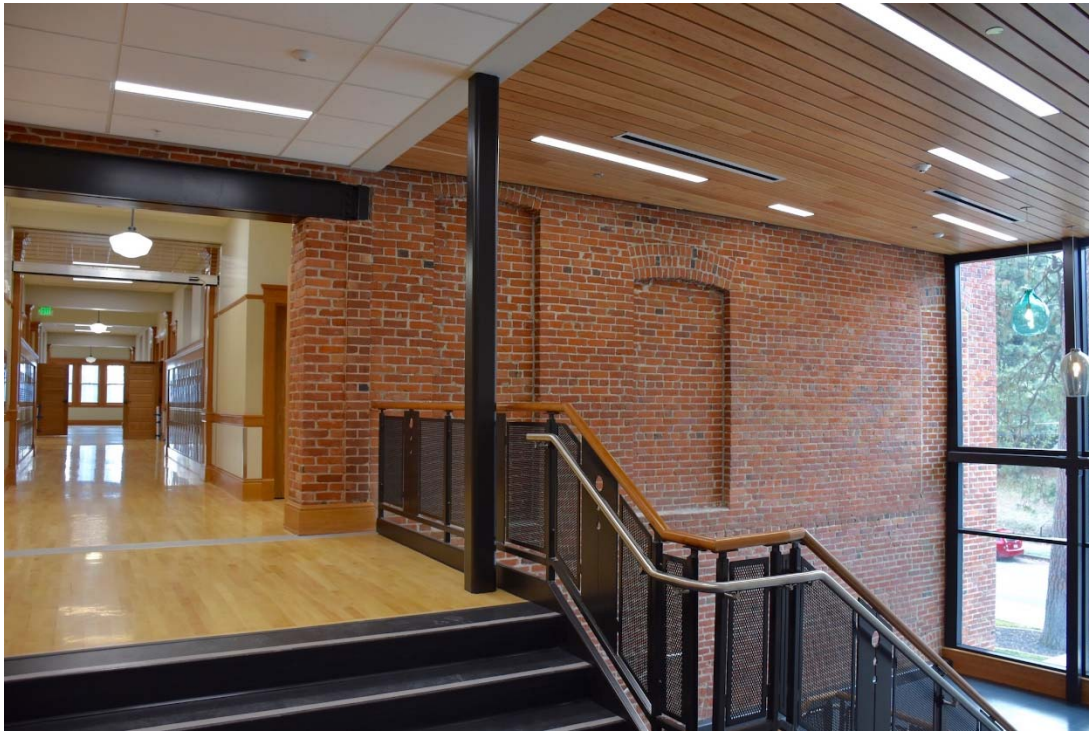


First Floor - 2018 library, looking north



Intermediate Landing between first and second floors - looking northeast at 1909 building





Second Floor Entry/Stair Lobby at juncture of 1909 and 2018 buildings, looking southeast



Second Floor Central Hall and Classrooms, looking southwest





Second Floor Hall and Breakout Alcove, looking southwest



Alcove to Girls and Boys Restrooms, looking southwest



Second Floor, looking west at new addition, elevator and stairs down to central corridor



Second Floor Classroom, looking north toward central hall



Second Floor Classroom - typical, looking southwest



Second Floor Classroom - typical, looking southwest





Second Floor Classroom, looking west

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

06/03/2019

<u>Date Rec'd</u>	5/20/2019
<u>Clerk's File #</u>	OPR 2019-0388
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - COLUMBIA BUILDING NOMINATION TO SPOKANE REGISTER OF		

Agenda Wording

Recommendation to list the Columbia Building, 107 S Howard Street on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 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 Columbia Building 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>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
<u>Purchasing</u>		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Columbia Building – 107 South Howard Street

#### **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."

- Completed in 1907; the Columbia Building 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, E).

- The Columbia Building is further architecturally significant under Category C as a fine representation of the multi-story commercial office building type embellished with restrained Classical Revival and Italianate-style influence. In excellent condition, the Columbia Building represents the work of Spokane master architects Herman Preusse and Julius Zittel.
- Built in 1907, the Columbia Building was erected for property owner and prominent Spokane pioneer, Judge George Turner. The Columbia Building is historically significant under Category B for its 25-year association with Judge Turner's career as one of Spokane's most celebrated and successful lawyers, and "one of Eastern Washington's most eminent political figures." Judge Turner kept his law offices in the Columbia Building from 1914 until his death in 1932.

**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 six-story Columbia Building is a tall, commercial business block in excellent condition. The building is designed in three parts with a two-story base; a main shaft containing floors three, four, five and six; and an elaborate projecting cornice.
- In 1972, the north and west facades of the ground floor at street-level were refaced with new tan-colored pressed face bricks. Original ground-floor display windows at street-level were replaced at the same time with contemporary storefront designs, featuring dark brown-colored metal-sash and metal-frame tall display windows between tall vertical expanses of brick cladding. Canted entrances were replaced at storefronts with walls and entrances that were flush with the exterior planar wall surface of the building.
- The Columbia Building retains a high degree of integrity in original location, design, setting, materials, workmanship, feeling, 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 Spokane Historic Landmarks Commission evaluated the Columbia Building according to the appropriate criteria at a public hearing on 5/15/19 and recommends that the Columbia Building be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Clerk of the Board  
Spokane County Commissioner's Office  
1116 W. Broadway, Room 100  
Spokane, WA 99260

**NOTICE OF MANAGEMENT AGREEMENT**

*NOTICE IS HEREBY GIVEN that the property legally described as:*

RAILROAD ADD L1-2 B13

*Parcel Number(s) 35191, is governed by a Management Agreement between the City of Spokane and the Owner(s), Black Enterprises, 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: \_\_\_\_\_*

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

*Historic Preservation Officer*



### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **15th** day of **May 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Black Enterprises** (hereinafter "Owner(s)"), the owner of the property located at **107 South Howard Street** commonly known as the **Columbia Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 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.100 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.

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Owner

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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 \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

### **1. HISTORIC NAME**

Historic Name	<b>COLUMBIA BUILDING</b>
Common Name	Turner Building, James S. Black Building

### **2. LOCATION**

Street & Number	107 S. Howard Street
City, State, Zip Code	Spokane, WA 99201
Parcel Number	35191.2401

### **3. CLASSIFICATION**

<b>Category</b>	<b>Ownership</b>	<b>Status</b>	<b>Present Use</b>	
<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 checked="" 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 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	Black Enterprises
Street & Number	811 W. Riverside Avenue
City, State, Zip Code	Spokane, WA 99201
Telephone Number/E-mail	<a href="mailto:daveblack@naiblack.com">daveblack@naiblack.com</a> , 509-623-1000

### **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 <u>1979</u>
Location of Survey Records	Spokane Historic Preservation Office



**Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING**

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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.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

**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 1 acre.

Verbal Boundary Description

Railroad Addition, Lots 1-2, Block 13.

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](mailto:lindayeomans@comcast.net)

Date Final Nomination Heard

May 15, 2019

**Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING**

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**13. SIGNATURE(S) OF OWNER(S)**

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**14. FOR OFFICIAL USE ONLY**

Date nomination application filed: \_\_\_\_\_

Date of Landmarks Commission Hearing: \_\_\_\_\_

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.**

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**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor—City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney

Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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*The Columbia Building in circa 1910*



*The Columbia Building in 2019*

*draft submitted April 27, 2019*

## ***DESCRIPTION OF PROPERTY***

### ***Summary Statement***

Built in 1907, the Columbia Building is a six-story commercial office tower sited on the corner of First Avenue and Howard Street, a busy intersection in Spokane, Washington's downtown core. With restrained Classical Revival-style detail, the building is constructed of original steel frame, reinforced masonry/concrete, flat roof, basalt stone foundation, rusticated tan-colored face brick cladding, and symmetrical fenestration patterns featured in original windows. Terra cotta ornamentation includes decorative cartouches, window sills with molded drip lines, egg-and-dart detail, and a front-entrance paneled name plate, which spells COLUMBIA. At the west and north primary facades, the building's flat roof is accentuated with a massive projecting cornice and decorative bracket pairs—a prominent façade focal point. The Columbia Building retains a high degree of integrity in original location, design, setting, materials, workmanship, feeling, and association.

## ***CURRENT APPEARANCE & CONDITION***

### ***Site***

Sited on nearly level grade with a slight north-facing slope, the Columbia Building is located on Lots 1 and 2, Block 13 in the Railroad Addition to Spokane Falls in southwest downtown. The building occupies the north half of Lots 1 and 2 for a width of 77 feet along South Howard Street and a depth of 100 feet along West First Avenue.<sup>1</sup> The formal front entrance to the Columbia Building is located at the southern end of the west façade with a postal address of 107 S. Howard Street. Measuring 71 feet wide and 100 feet deep, the southern half of Lots 1 and 2 next to the Columbia Building constitutes a paved parking lot. A public alley abuts the south border of the property at the parking lot. A 1963 one-story commercial structure and underground parking garage are located adjacent to the east elevation of the Columbia Building. The area surrounding the Columbia Building reflects commercial development, and includes a directionally correct grid work of paved city streets, paved city alleys, and a collection of side-by-side, mostly brick two-to-thirteen-story commercial office and hotel buildings erected from the early 1900s through the 1960s. Contemporary commercial infill constructed after 1970 exists as a few tall, multi-story, high-rise office towers and paved parking areas throughout the downtown neighborhood.

### ***Exterior of the Columbia Building***

The six-story Columbia Building is a tall, commercial business block in excellent condition. The building's exterior vertical design reveals three parts with a two-story base; a main shaft containing floors three, four, five and six; and an elaborate projecting cornice. The property's two primary facades are the west and north elevations of the building, which together look northwest from the southeast intersection corner at First Avenue and Howard Street. The building's west and north facades are prominently embellished with a projecting cornice of deeply overhanging eaves, massive scroll-sawn brackets, and modillion and dentil courses. The west façade supports five symmetrically

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<sup>1</sup> Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA

aligned eave bracket pairs, and the north façade supports seven eave bracket pairs. The massive decorative brackets are colored a deep, dark green hue and reveal strong design influence from the Italianate style. Horizontal modillion and dentil courses are located in the space between each massive bracket pair. Floors three, four, and five are clad with tan-colored pressed face bricks laid in stretcher bond with a rusticated pattern and feature symmetrical fenestration patterns with windows arranged in groups of two and three across the west and north facades of the building. Rather than rusticated brick, floor six is clad in a continuation of tan-colored pressed face bricks designed as inset panels positioned between window groups. Two wide, horizontal stringcourses made of terra cotta function as window sills under windows on the third floor and sixth floor while windows at the fourth and fifth floors reveal individual terra cotta window sills. The terra cotta window sills feature egg-and-dart ornamentation, which are located at the bottom edge of each individual and stringcourse window sill.

In 1972, the north and west facades of the ground floor at street-level were refaced with new tan-colored pressed face bricks that closely match the original 1907 pressed face brick cladding laid in stretcher bond preserved on upper floors two through six. All windows on the third, fourth, fifth and sixth floors remain preserved as original 1/1 units with wood sash and wood frames. Second-floor windows at the west façade and north facade remain preserved as tripartite units with one center fixed-pane picture window flanked by two 1/1 double-hung wood-sash units. All window sashes and frames above street-level are colored dark green to match the building's prominent massive eave brackets. Original ground-floor display windows at street-level were replaced in 1972 with contemporary storefront designs, featuring dark brown-colored metal-sash and metal-frame tall display windows between tall vertical expanses of brick cladding. The Columbia Building's formal front entrance at 107 S. Howard Street was remodeled with contemporary doors and materials made of dark brown-colored glazing, metal sash, and metal frames. Street-level entrances along the north and west facades of the building are flush with the planar wall surface of the property. The northwest corner of the building is recessed at street-level and is supported by a large brick post.

The south and east elevations of the Columbia Building are exposed and clad with crème-colored textured stucco. The south rear elevation of the building features a six-story center light well with original 1/1 wood-sash windows, a west wing and an east wing. The east wing features a full-height exterior metal staircase. The roof on the Columbia Building is flat with a brick parapet that encircles the roof's perimeter. The roof's flat surface is covered and protected with layers of built-up tar and a thick vinyl membrane. HVAC appurtenances, vents, chillers, and other structures are anchored to the roof but cannot be seen from a public right-of-way (street or alley).

### ***Interior of the Columbia Building***

The interior of the Columbia Building has a total of 51,840 square feet of space from the basement through the sixth (top) floor.<sup>2</sup> A formal front entrance opens to the building's

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<sup>2</sup> Spokane County Tax Assessor public records. Spokane County Courthouse, Spokane, WA

lobby from street-level at the southern end of the west façade. The interior of the building features a lobby with an original black cast-iron staircase and marble treads. The staircase rises from the first floor, turns and climbs to the second, third, fourth, fifth, and sixth floors (the staircase also descends to the basement). The lobby features a contemporary ceramic tile floor, original five-foot-high marble wainscoting, an antique brass-framed and glass-covered directory of building businesses, and a wall-mounted brass-and-glass U.S. Post Office mail box with a vertical mail chute that passes through all six floors. Two elevators are located in the southeast corner of the lobby. A glass-and-metal-frame contemporary interior pedestrian door on the north wall opens to a commercial bay (currently a juice bar) north of the lobby.

The Columbia Building reveals contemporary styling in all interior street-level commercial bays and in all interior upper floors in the building (floors two through six). All ceilings are lowered with indirect lighting panels and acoustical tiles. Floors are covered with a mixture of ceramic tile and carpet. Original perimeter walls are covered with painted drywall. Interior partition walls are temporary and are differently positioned throughout each floor as they continually change to serve requirements of various tenants. In addition to the original cast-iron and marble staircases that rise to each floor from the building's first-floor lobby, hallways exist in the southeast corner of each floor and lead to restrooms and to useable original steel vaults.

#### ***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

Shown in 1910-1955 black-and-white historic photographs and in an architects' sketch of the building in Raymer's 1906 *Complete Encyclopedic Dictionary of Spokane and the Inland Empire*, the original exterior design of the property remains remarkably intact in 2019 with the exception of street-level storefronts.<sup>3</sup> The original exterior design for floors two through six feature original 1/1 working windows, face brick cladding, decorative terra cotta articulation, and the property's massive projecting cornice with Italianate-style roof eave brackets on the west and north facades of the building. As originally built, entrances to the Columbia Building's street-level storefronts were canted and addressed as 101, 103, 105, and 107 S. Howard Street, and 521, 523, 525 and 527 W. First Avenue. The northwest corner of the building was not recessed as it is in 2019. Large display windows extended across the north and west facades of the building, and featured wood sash and wood frames. Display windows flanked canted entrances, and horizontal rows of multi-paned transom windows capped the entrances and display windows.

As originally designed, horizontal pressed brick spandrels designed for storefront advertisement signage were located just above storefront transom windows. Preserved on the building, a permanent name plate on a brick spandrel over the building's front entrance at 107 S. Howard Street was constructed in 1906, and reads COLUMBIA in molded terra cotta. Up to the 1950s, tenants who leased street-level storefront bays used the brick space reserved for signage above the transom windows for their respective

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<sup>3</sup> Raymer, 1906



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**COLUMBIA BUILDING**

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signs. Modifications began in the 1950s-1960s when transom windows above the canted entrances were covered with metal and/or wood panels, and storefront tenants mounted signage on the metal or wood panels instead of on the brick spandrels designed for signage.

The interior of the Columbia Building was originally finished in 1907 with what was then considered the “newest recommendations for a ‘fireproof’ building.”<sup>4</sup> “Fireproof” was defined as “non-combustible and fire-protected structural frame” by Spokane structural and architectural engineer Robert B. Hyslop in his 1983 book, *Spokane’s Building Blocks*. He described the following fireproof interior of the Columbia Building:

*The windows and frames, and the corridor doors and frames of the many openings to the corridors, were of ‘Kalamein’ construction (wood covered with sheet metal) although the glass throughout was ordinary plate (the office entrance doors had beveled plate, no less). The one staircase [in the building], a cast-iron stair frame with marble treads, was open to all the floors, and the elevator hatchway had open grillwork in its fronts.*<sup>5</sup>

Ceilings were 10 to 12 feet in height, and floors were covered with a combination of oak plank and mosaic stone.

In 1906, the east elevation of the Columbia Building was erected adjacent to the west side of an 1890 five-story brick building, which was in 1908 raised to six stories (Hotel Spokane). In 1963, the hotel was demolished and replaced by a four-story motor hotel (motel) and underground garage. In 2018, the 1963 building was reduced to a single story. The east elevation of the Columbia Building was then finished with stucco and crème-colored paint.

In 1906, a 4-story steel and reinforced concrete building was built in the south half of Lots 1 and 2 on Block 13 just before the Columbia Building was erected. The 1906 structure operated as the Columbia Theater and later at different times as the Orpheum Theater, the Hippodrome Theater, and the Avalon Theater. In 1933, it was demolished, and the site was developed as a paved parking lot owned by the Columbia Building. When the theater was razed, the south rear face of the Columbia Building was exposed, revealing an original full-story light well. The building’s south rear face was finished with stucco and crème-colored paint.

From the time construction of the property was completed in 1907 to 1970, many alterations and modifications were made to the Columbia Building’s exterior and interior street-level storefronts and commercial bays, and to all of the building’s interior spaces on floors one through six. During this time, over 50 permits were issued and recorded by the City of Spokane for various electrical, plumbing/heating/air conditioning, and construction work projects for different professional business owners and tenants who

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<sup>4</sup> Hyslop, 1983

<sup>5</sup> Ibid

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leased space in the Columbia Building at different times.<sup>6</sup> The only original interior elements retained in the building include the cast-iron-and-marble-tread staircase from the basement to the sixth floor, and a hallway in the southwest corner of the building from floors two through six that features steel vaults and some marble-clad restrooms.

The largest one-time, building-wide remodeling effort to the property was completed in 1972. The local *Spokane Daily Chronicle* newspaper on May 25, 1972 announced “plans for major remodeling of the Columbia Building.” Decisions were made to completely air condition the building, remodel the hallways, and install a new elevator system. “The remodeling also will include a new lobby, new carpeting, drop ceilings with indirect lighting, and all new modern décor” throughout the building.<sup>7</sup> At the exterior of the building, a contemporary street-level design was developed and included removal of original pressed face bricks and original commercial storefront designs with canted entrances, wood-sash and frame display windows, and multi-paned transom windows. The 1972 contemporary street-level storefront remodel included the installation of tan-colored face bricks that were used to clad the new storefronts, a near match to the original bricks. Canted entrances were replaced at storefronts with walls and entrances that were flush with the exterior planar wall surface of the building. Original transom windows and signage spandrels were replaced by tall vertical display windows with metal sash/frames. The northwest corner of the building at street-level was recessed with a single large square brick post, supporting the overhang of the second floor. At the building’s south rear, a metal exterior stair tower was installed on the east wing of the light well.

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<sup>6</sup> City of Spokane archive building permits

<sup>7</sup> *Spokane Daily Chronicle*, 25 May 1972.

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*Areas of Significance*  
*Period of Significance*  
*Built Date*  
*Architect*

*Architecture, Law*  
*1907-1932*  
*1907*  
*1906: Preusse & Zittel, Architects*  
*1972: Warren Heylman, Architect*

## **STATEMENT OF SIGNIFICANCE**

### ***Summary Statement***

Built in 1907, the Columbia Building (also called the Turner Building) was erected for property owner and prominent Spokane pioneer, Judge George Turner. The building is eligible for listing on the Spokane Register of Historic Places for its historical and architectural significance, and reflects a period of significance identified as 1907 to 1932 from completion of the building's construction to the year Turner died. The Columbia Building is historically significant under Category B for its 25-year association with Judge Turner's career as one of Spokane's most celebrated and successful lawyers, and "one of Eastern Washington's most eminent political figures."<sup>8</sup> As reported in a 1932 obituary in the *Spokesman-Review* newspaper, "sincere tribute" was paid by "bench, bar and laymen to late Judge Turner" at the time of his death at age 81.<sup>9</sup> More than 50 honorary pallbearers from the ranks of Spokane's pioneer businessmen, lawyers, judges, and legislators attended his funeral service. His law partner, Frank Graves, eulogized Turner as a "distinguished, honest, honorable, patriotic citizen and most loyal friend."<sup>10</sup> A phenomenal jurist and statesman, Turner served as an associate Washington State Supreme Court Justice (1885-1888), a leader in drafting the Washington State Constitution (1889), a United States Senator from 1897 to 1903, a skillful orator with numerous congressional speeches, and an international arbitrator from 1910 to 1914 under various federal government appointments associated with United States Presidents Roosevelt, Taft, and Wilson.<sup>11</sup> At different times in Spokane, Turner practiced law with various partnerships, including Turner Foster & Turner (his brother), Turner Graves & McKinstry, and in his Columbia Building offices with Turner & Geraghty followed by Turner Nuzum & Nuzum.<sup>12</sup> In recognition of his brilliant career, a *Seattle Times* newspaper article applauded Judge George Turner at the time of death as "unfailingly helpful to counsel and advice for the welfare of the commonwealth and its people," and exacted that "on all accounts he must hold a foremost place in state history."<sup>13</sup>

The Columbia Building is further architecturally significant under Category C as a fine representation of the multi-story commercial office building type embellished with restrained Classical Revival and Italianate-style influence. In excellent condition, the Columbia Building represents the work of Spokane master architects Herman Preusse and Julius Zittel. An anticipatory article in the February 14, 1906 issue of the

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<sup>8</sup> Reynolds, Yeomans, Mandyke, 2003

<sup>9</sup> *Spokesman-Review*, 21 February 1932

<sup>10</sup> Ibid.

<sup>11</sup> *Tacoma Herald*. 28 January 1932

<sup>12</sup> *Spokesman-Review*, 27 January 1932

<sup>13</sup> *Seattle Times*, 26 January 1932

*Spokesman-Review* newspaper shared the architects' predictions of the Columbia Building when they exclaimed, "This will be the best office building in the city. It will be fireproof construction throughout with metal finish, marble halls, and tile floor. The cost will be \$300,000."<sup>14</sup> On October 28, 1906, a photograph of the nearly completed six-story Columbia Building was featured on the front page of the real estate section in the *Spokesman-Review* with a descriptive caption that applauded the property as "perhaps the most modern office building in the city" at that time.<sup>15</sup>

### ***HISTORIC CONTEXT***

In 1872, Spokane was a small Eastern Washington town centered at Spokane Falls, a natural topographic feature and an important source of hydro-electric power. The town grew quickly and became nationally recognized as a distribution center for mining, lumber, agriculture, and railroad transportation in the western United States. As was popular in the late 1880s and 1890s, Spokane's downtown business core was built with mostly wood-frame commercial business blocks, warehouse buildings, and lodging houses. In 1889, a fire started in the heart of the town's business core and quickly grew to huge proportions, engulfing the city and destroying more than 30 city blocks in the town's central business district. After the fire, building codes were changed and fire retardant building materials and practices were mandated to prevent the possibility of damage from future fires. Brick and stone were the fire-retardant construction materials of choice, and one- to five-story brick and stone buildings were erected, some with steel reinforcing.

Fireproof or not, frenetic downtown re-building efforts boomed in Spokane during the 25 years following the 1889 fire. More than 100 single-room-occupancy hotels (SROs) with plain, no-frills brick masonry construction were quickly erected side-by-side along downtown streets to house the influx of people, workers, and immigrants who flocked to Spokane to find jobs. In contrast, other brick and stone buildings were designed and built as prominent high-rise, high-style commercial business blocks that included both fire-retardant materials and steel/concrete reinforcing.

The first fireproof business block erected in Spokane's downtown business center is reputed to be the six-story Holley Mason Hardware Building on South Howard Street, built in 1906 of reinforced concrete construction.<sup>16</sup> Other more modern buildings, some quite tall, were erected with steel frame and reinforced concrete construction as fireproof business blocks, including the Realty Building (W. Riverside Avenue in 1910 with eight stories), the Old National Bank Building (W. Riverside Avenue in 1910 with 15 stories), the Sherwood Building (W. Riverside Avenue in 1916 with eight stories), the Symons Building (S. Howard Street in 1917 with four stories), the Paulsen Medical & Dental Building (W. Riverside Avenue in 1928 with 15 stories), and the then-new Rookery Building (W. Riverside Avenue in 1933 with three stories). The Columbia Building was

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<sup>14</sup> *Spokesman-Review*, 14 February 1906

<sup>15</sup> *Spokesman-Review*, 28 October 1906

<sup>16</sup> Hyslop, R.B. 1983

erected in 1907 with six stories, and was recognized as one of the first fireproof buildings in Spokane with fire-retardant materials and steel and concrete frame reinforcement.<sup>17</sup>

### ***The Columbia Building***

In 1904, Judge George Turner purchased Lots 1 and 2, Block 13 in Spokane's Railroad Addition to Spokane Falls for \$6,000.<sup>18</sup> He then commissioned the Spokane architectural team of Herman Preusse & Julius Zittel in 1905, to design a fireproof structure called the Columbia Building on the southwest intersection corner of West First Avenue and South Howard Street. It was originally planned as a four-story building with 63 hotel rooms on the top three floors to be leased by the adjacent next-east Hotel Spokane. In addition to the Columbia Building, Judge Turner commissioned the construction of a four-story theater next to the south face of the Columbia Building. The theater was called the Columbia Theater with the molded terra cotta appellation COLUMBIA positioned across the front of the property's fourth floor.<sup>19</sup> The theater was proposed to cost a total of \$50,000 and was to "be completed and ready for business by January 1, 1906."<sup>20</sup> The Columbia Theater was completed later in 1906 before the Columbia Building was erected in 1907. Originally called the Columbia Theater, the structure was also known at different times as the Orpheum Theater, the Hippodrome Theater, and the Avalon Theater. Attracting fewer and fewer patrons after the 1920s, the theater was razed in 1933, and the property was developed as a paved parking lot.

By December 1905, Judge Turner changed his mind for his proposed Columbia Building. He increased the building's height from four stories to five stories, and discontinued plans for an interior corridor connection to the adjacent Hotel Spokane (Hotel Spokane had initially planned to lease upper-story rooms in the Columbia Building).

Less than three months later, Judge Turner made a final change to the Columbia Building as reported in the following February 14, 1906 *Spokesman-Review* announcement:

### ***BEGIN WORK ON COLUMBIA***

*Work on the Columbia Building, which Senator George Turner will build at Howard Street and First Avenue, is well underway. It has definitely been decided the building will be six stories high instead of four as originally contemplated. It will be 75 x 100 feet, fronting on Howard Street. The first floor will contain seven [merchandise bay] storerooms and an entrance, and the upper stories will be converted to offices. Preusse and Zittel are the architects. Mr. Zittel said yesterday, "This will be the best office building in the city. It will be fireproof construction throughout with metal finish, marble halls, and tile floor. The cost will be \$300,000. No office building in the city is fireproof."<sup>21</sup>*

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<sup>17</sup> Ibid

<sup>18</sup> Spokane County Warranty Deed #116866, 10 Nov 1904, Spokane County Courthouse

<sup>19</sup> *Spokesman-Review*, 1 July 1905

<sup>20</sup> *Spokesman-Review*, 9 September 1905

<sup>21</sup> *Spokesman-Review*, 14 February 1906

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When completion of the building's construction was only a few months away, a prominent photograph of the Columbia Building was featured with a descriptive caption on the front page of the real estate section in the October 28, 1906 edition of the *Spokesman-Review*:

*TURNER BUILDING*  
*FIRST AVENUE AND HOWARD STREET*

*Judge George Turner's new building, which is nearing completion at the southeast corner of First Avenue and Howard Street, will be perhaps the most modern office building in the city when it is finished. Constructed of steel frame reinforced concrete and metal, it will be absolutely fireproof. There are six stories and a full basement. The cost of the building will be about \$250,000. The dimensions are 100 feet on First Avenue and 75 feet on Howard Street. The walls are of buff brick and terra cotta trimmings. The [interior] walls will be of native marble, and there will be marble wainscoting in the hallways and all of the floors, and in the toilet rooms. Mosaic tiling will be used in the floors of the hallways. Vault space for each tenant will be reserved, and there will be toilets for men and women on each floor. The interior trim and doors of the building will be metal-covered, no wood being exposed. The...entire building is being wired for electric lights, telephone service, and for messenger call boxes. Gas is also being piped to the different [office] rooms. The building will be completed about the first of the coming year [in 1907].<sup>22</sup>*

The next month in November 1906, a stop-work action occurred when the Spokane Structural Building Trades Alliance, consisting of plasterers, electricians, and building laborers, were called off work. The action was "in sympathy with the plumbers' local, which refused to allow its members to install certain fixtures in the new building." The local carpenters and structural iron workers, however, "refused to take the stand with the Alliance, and remained at work in the building."<sup>23</sup> The strike ended, and work quickly resumed.

***Columbia Building Tenants***

By early 1907, construction of Judge George Turner's Columbia Building—also known as the Turner Building—was complete. Various tenants leased space at different times in first-floor merchandise bays along First Avenue and Howard Street, and in upper-story professional offices on floors two through six. Street-level commercial bays located on the building's north and west facades and the building's prominent northwest corner at First Avenue and Howard Street represented a typical kaleidoscope of American businesses and merchants who occupied retail and merchandise space at different times for more than a century from 1907 through 2018. Lessees included the Rogers Company Shoes & Boots, Phillips Cigars, The Imperial Cafeteria, Billiards, McNab Drug Company, Spokane Paints, Martin Photography Studio, the Curtis Style Shop, Schorn Paints & Wallpaper, C&S Sport Equipment, Associated Loans, Pioneer National Title

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<sup>22</sup> *Spokesman-Review*, 28 October 1906

<sup>23</sup> *Spokane Daily Chronicle*, 7 November 1906



Company, and currently Fusion Juice of Spokane and the Wave Island Sports Grill & Sushi Bar.

From 1907 to 2019, the upper stories of the building from floors two through six were leased by tenants who owned and operated professional businesses involved in law, real estate, land/title work, mining, oil & gas exploration, insurance & loans, physician & health care, and government services. In 1910, Judge George Turner, and his law partner, James Geraghty, practiced law for four years from their offices in Room 512. In 1914, Judge Turner formed the law practice Turner Nuzum & Nuzum. The firm opened offices in Room 605, where Judge Turner worked until his death in 1932.

### ***Subsequent Building Owners***

In 1937, legal ownership of the Columbia Building was transferred to the Northwestern Mutual Life Insurance Company. In 1950, the property was purchased by Spokane physician Dr. Edgar L. Boone. In 1970, the Columbia Building was sold by the trust department of the Old National Bank of Washington, who represented the Boone Foundation (a charitable institution) to a syndicate of three Spokane businessmen represented by the James S. Black Real Estate Company. The cost of the transaction was \$275,000. Following directions from the Boone Foundation, revenue from the real estate sale was gifted to Volunteers of America, the Salvation Army, and to qualified low-income students of Eastern Washington State College (University) and Deaconess Hospital.<sup>24</sup>

In December 1970, James S. Black and his wife, Marjorie E. Black, purchased the Columbia Building with two other investors, Michael & Joan Meagher and Mark L. Brown. By 1976, the Meaghers and Mark Brown sold their interest in the property to the Blacks, and the property became legally known as the Columbia Building Syndicate. Originally called the Columbia Building when it was built in 1907, the property was dedicated in the 1980s as the James S. Black Building in honor of prominent Spokane real estate broker and developer, James S. Black.

## ***HISTORIC SIGNIFICANCE***

### ***Criterion B***

The Columbia Building is historically significant under Category B for its 25-year association from 1907 to 1932 with celebrated Spokane jurist, statesman and patriotic citizen Judge George Turner. George Turner was born on February 25, 1850 in Edina, Knox County, Missouri. His education was brief when public schools in Missouri were closed during the Civil War. Young George Turner, age 13, then volunteered for the U.S. Union Army and worked as a military telegraph operator until the end of the war. In 1868, he passed the examination to the bar at Mobile, Alabama, worked to sharpen his legal skills, and was many times called from private practice to public service. From 1876 to 1880, Turner filled the position of United States marshal for the southern and middle districts in Alabama.

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<sup>24</sup> *Spokane Daily Chronicle*, 25 May 1972

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In 1884, Turner moved to Yakima, Washington where he was appointed Associate Justice of the Supreme Court of the Washington Territory around Yakima, and became known as “Judge” George Turner. The next year in 1885, he relocated to Spokane, where he focused on private practice at different times with Turner Foster & Turner (his brother) and Turner Graves & McKinstry. In 1889 he served as chairman of the judiciary committee responsible for writing Washington State’s Constitution. The *Spokesman-Review* reported, “In the constitutional convention, which drew up the state’s constitution, the judge was its outstanding figure and wrote both the constitution and its bill of rights...[which were] considered model state documents.”<sup>25</sup>

In 1897, Judge George Turner was elected to serve a six-year term as a United States Senator to Washington State. He then received at different times several Federal government appointments to national arbitration boards. In 1903, he worked on the Alaska boundary tribunal, and “settled the Alaskan boundary dispute between the United States and England.”<sup>26</sup> Just after he built the Columbia Building in 1907, Judge Turner continued his prominent political positions when he was appointed by U.S. President Taft as legal counsel for the United States in the northeastern fisheries arbitration at the Hague, Netherlands in 1910.<sup>27</sup> From 1911 to 1914, Judge Turner was a member of the original Canadian-American International Joint Commission created to prevent disputes regarding the use of boundary waters between the United States and Canada. He returned to Spokane in 1914, and settled in his law practice known as Turner & Geraghty, and later Turner Nuzum & Nuzum, with offices in the Columbia Building until his death in 1932.

In June 1878, in Montgomery, Alabama, George Turner married Bertha C. Dreher. They had no children but adored their nieces, nephews, family, and small dogs. In Spokane, they resided in a spectacular Tudor Revival-style and Moorish-influenced mansion designed by prominent Spokane architect Kirtland K. Cutter. Located at 525 W. Seventh Avenue, the property was originally built in 1889 for Frances Sherlock and F. Rockwood Moore, first president of Washington Water Power (Avista). It was sold to Judge George Turner and his wife Bertha Dreher Turner after F. R. Moore’s death in 1895.<sup>28</sup>

Throughout his lifetime, Judge Turner invested in two North Idaho mines: the Constitution Mine of which he served terms as president, and the LeRoi Mine where he made his fortune selling his interests for \$8 a share (at one time he held 40,000 shares).<sup>29</sup> Judge Turner’s social and fraternal allegiances were with the Spokane Masons and Elks, the Spokane Club, Spokane Athletic Club, Spokane Country Club, and the Metropolitan Club of Washington, D.C.

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<sup>25</sup> *Spokesman-Review*, 9 September 1945

<sup>26</sup> Durham, N.W. 1912

<sup>27</sup> *Spokane Daily Chronicle*, 18 November 1939

<sup>28</sup> Reynolds, Yeomans, Mandyke. 2003

<sup>29</sup> *Spokesman-Review*, 27 January 1932

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Respected Spokane historian, author and newspaper columnist, N.W. Durham summarized Judge Turner's many accomplishments and brilliant mind:

*He has throughout his life been a close student of men and affairs, and his analytical power has brought him clear understanding of both. This same power has enabled him at all times to see below the surface of things in his consideration of vital state and national questions, and to correctly determine the possible outcome of a critical situation. The judicial trend of his mind has kept him free from personal bias or prejudice in these public acts, and his course at all times sustained the honor of state and country without the sacrifice of the right of other lands. A gracious presence, a charming personality, and profound legal wisdom all combine to make him one of the most distinguished and honored residents of the State of Washington.<sup>30</sup>*

### **ARCHITECTURAL SIGNIFICANCE**

#### **Criterion C**

The Columbia Building is architecturally significant under Category C as an example of the commercial building type articulated with restrained Classical Revival and Italianate-style influences, illustrating the transition of design as an important architectural development. The Columbia Building was built during a time in Spokane when "fireproof construction" was gaining popularity inspired by necessity. Spokane architectural and structural engineer, Robert B. Hyslop (Whitehouse & Price Architects), defined fireproof as a "non-combustible and fire-protected structural frame" building.<sup>31</sup> He explained that "when it was built in 1907," the Columbia Building reflected "an attempt to meet all the newest recommendations for a 'fireproof' building."<sup>32</sup> Featured with a prominent photograph and caption in the *Spokesman-Review* newspaper on October 28, 1906 as it neared completion, the Columbia Building was touted as a structure "constructed of steel-frame reinforced concrete and metal," an "absolutely fireproof" building.<sup>33</sup> Influenced by tall commercial, contemporary buildings of usually six or more stories, the rectangular Columbia Building was similar to a classic column with a base consisting of the lower two stories, a main vertical shaft (floors three, four, five, six), and an elaborate and boldly projecting cornice that highlighted a flat roof.<sup>34</sup> The cornice with its widely overhanging eaves was articulated with modillion and dentil courses located between massive pairs of decorative scroll-sawn eave brackets inspired by the Italianate style. The north and west facades of the building were designed with symmetrical fenestration patterns that featured 1/1 windows as well as tripartite units with center fixed panes flanked by two 1/1 windows that offered ventilation. Restrained ornamentation on the building includes smooth, tan-colored pressed face brick cladding accented with terra cotta window sills, molded terra cotta cartouches over brick pilasters, and a formal, molded terra cotta name plate over the front entrance of the building. The

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<sup>30</sup> Ibid

<sup>31</sup> Hyslop, Robert B, 1983

<sup>32</sup> Ibid.

<sup>33</sup> *Spokesman-Review*, 28 October 1906

<sup>34</sup> Poppeliers, John et al, 1983

interior of the building was designed with street-level commercial and merchandise bays and upper-story professional offices.

***Architect Herman Preusse (1847-1926)***

The Columbia Building was designed by the Spokane architectural team, Preusse & Zittel Architects. Born in Germany into a family of architects, Herman Preusse at the young age of thirteen years studied at the prestigious college of architecture at Holzminden, Germany. Preusse returned home and worked in his father's office, followed by a position as the superintendent for construction of the large German Bessemer steel works. In 1870, Preusse came to America and practiced in Chicago, California, and Kansas before arriving in Spokane in 1882. Unfortunately much of his pre-1889 work was destroyed in the devastating 1889 Spokane fire. After the fire, Preusse proved to be a busy, prolific architect responsible for numerous Spokane buildings, including but not limited to the German-American Society Hall, the Fernwell Building, the Ziegler Building, the Blalock Building, Hotel Spokane, the Holland/VanValkenburg Building, the Great Eastern/Peyton Building, and the Bodie/1889 Block.

As told by author Lisa Kalhar Melton in her thesis, *Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings*, Herman Preusse was "the first trained architect to settle in Spokane Falls, Washington Territory" and was actively sought by customers from the moment he arrived. "Soon after his arrival in August 1882, this German immigrant was retained to build a two-story commercial structure...the first of many...Preusse would design throughout his [Spokane] career." He is known to have "designed over one hundred structures, including residences, commercial and public buildings, churches, and schools" from 1882 to 1918.<sup>35</sup> Melton summarized Preusse's impact on Spokane through his "extant architecture," and exclaimed, "Spokane benefitted greatly" from his "presence in the city."<sup>36</sup>

***Architect Julius Zittel (1869-1939)***

Born in Germany in 1869, Julius Zittel came to America in 1882 when he was 13, and apprenticed to a Chicago architect when he was 18 years of age. He moved to Spokane in 1887 and began work for fellow German architect Herman Preusse. In 1893, Zittel was made a partner of the architectural firm, which he and Preusse named Preusse & Zittel Architects. The partnership lasted until 1910, when Preusse retired. Working together, they were responsible for designing numerous buildings, including the Armory Building, Victoria Hotel, Pacific Hotel, Bump/Carlyle Hotel, Gonzaga University Administration Building, Carnegie Library (downtown branch), St. Aloysius Catholic Church, Holy Names Academy, Our Lady of Lourdes Cathedral, the Columbia Theater, and the Columbia Building. Working solo, Zittel was also responsible for Spokane City Hall (destroyed by fire), Finch School, Cheney Normal School, and St. Joseph's Church among others. Zittel became the Architect for Washington State in 1897, and designed nearly every state job in Eastern Washington after the appointment. In addition, he

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<sup>35</sup> Melton, Lisa Kalhar, June 2001

<sup>36</sup> Ibid

served as president of the Spokane Society of Architects and later as president of the Spokane Hotel.

***Architect Warren C. Heylman (1923-)***

Spokane architect Warren Heylman designed the planned the extensive remodel of the Columbia Building in 1971-1972. His designs are visible at street level across the north and west facades, and throughout the entire interior space of the building. Interior offices were redesigned to support 1970s technology and contemporary business practices while street-level storefronts were updated with a modern look.

Born September 12, 1923 in Spokane, Warren Cummings Heylman received formal architectural training at Washington State University and the University of Kansas. After receiving his architectural engineering degree from Kansas in 1945, Heylman served for a number of years in the Navy before opening his own private practice in Spokane in 1952. Heylman produced a plethora of unique, interesting, and sometimes one-of-a-kind designs over the next 40 years, and received many awards and accolades. His forward-thinking and unusual designs were also often controversial among the general public. Despite the controversy, Heylman's playful forms pushed the architectural envelope to its very edge. Over the years, he was awarded six AIA Spokane Chapter honor awards, received a Concrete Institute Award, and was inducted as a fellow of the AIA in 1983. Projects included the Norman Wells House (1954); the Lincoln Garden Apartments (1962); the Parkade Plaza Parking Garage (1967); the Spokane International Airport (1960-1964); Cathedral Plaza Residential Tower; Hangman Valley Golf Course; Riverfalls Tower; Federal Building in Wenatchee; Capitol Lake Towers (1973) in Olympia; and the public library in Colfax (1960). For the Columbia Building, Heylman remodeled the first floor at the exterior and the building's entire six-floor interior in 1972.

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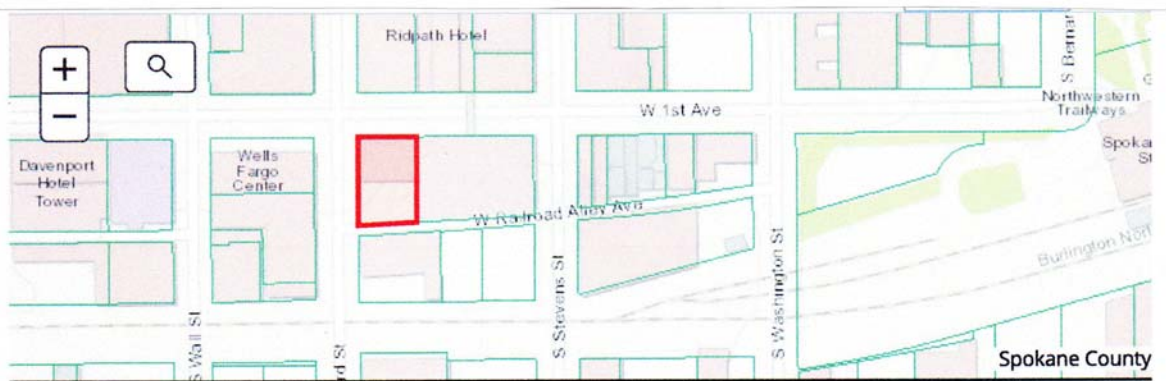
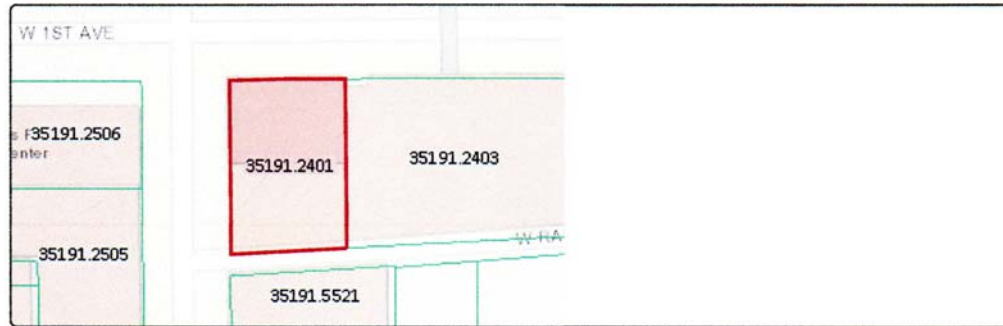
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***Plat Map  
of the Columbia Building property (outlined in red) in 2019***

*107 S. Howard Street, Spokane, WA*

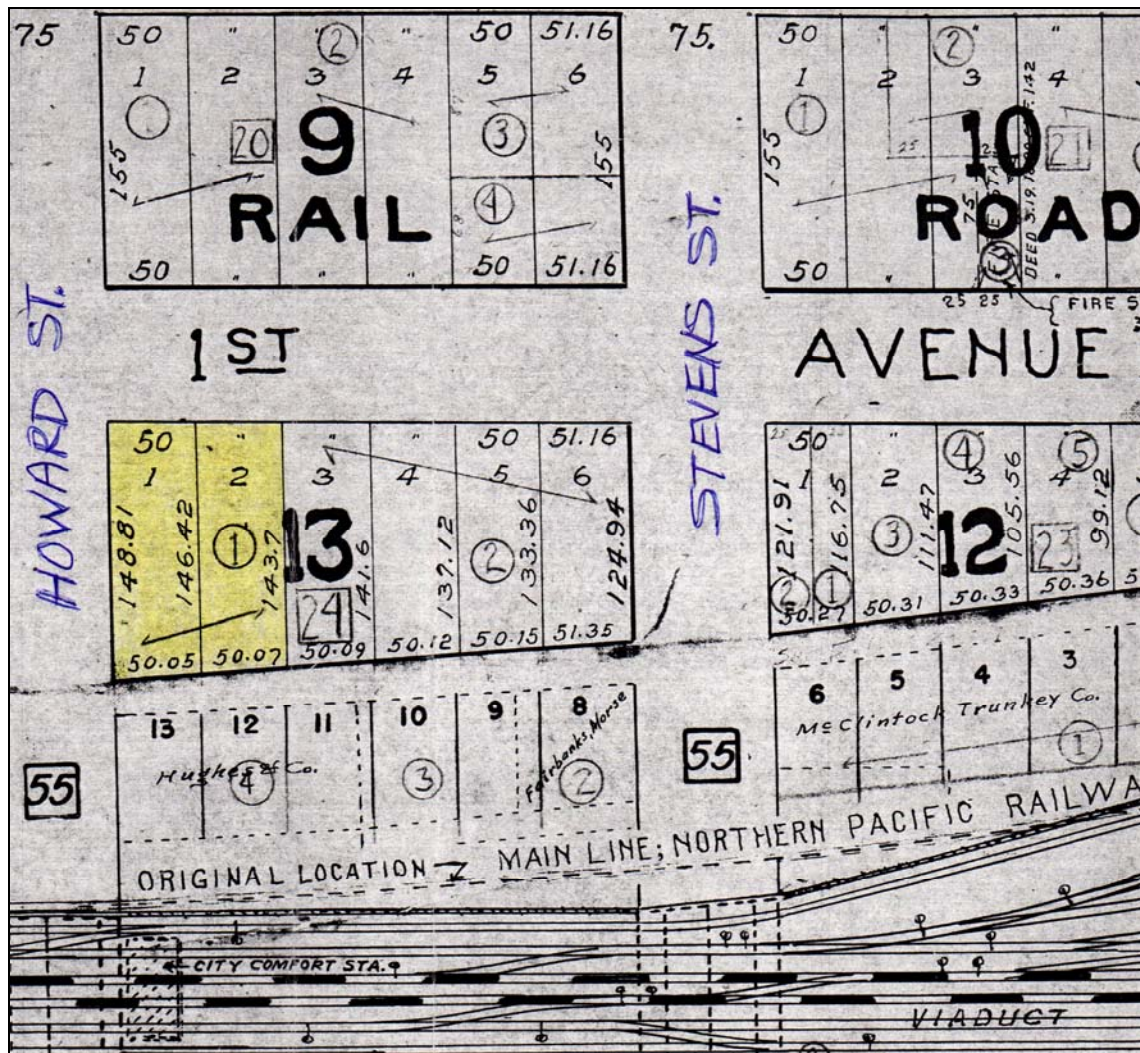
*Tax Parcel Number 35191.2401  
Railroad Addition, Block 13, Lots 1 & 2*

*Source: Spokane County Assessor*



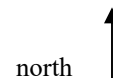
south

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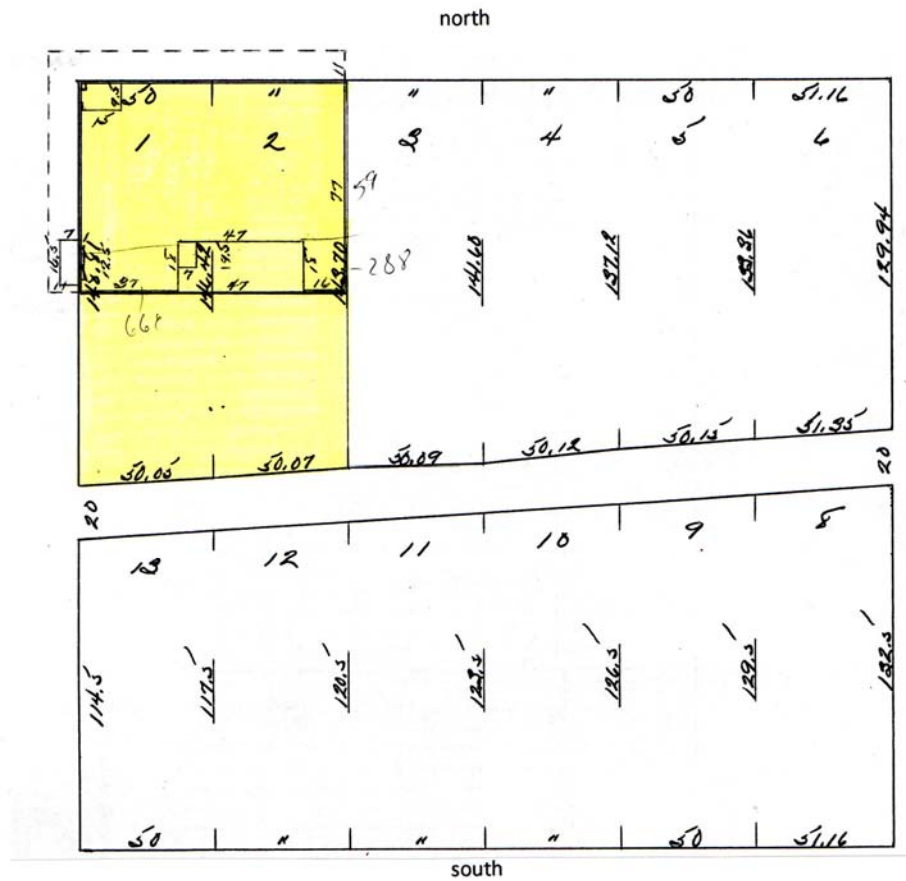


*Plat Map  
of Columbia Building property (indicated in yellow)  
107 S. Howard Street  
Railroad Addition, Block 13, Lots 1 and 2*

*Source: Spokane County Tax Assessor*



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*Site Plan  
for Columbia Building (indicated in yellow)*

*Railroad Addition, Block 13, Lots 1 and 2*

*Source: Spokane County Assessor*



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*Columbia Building in 2019, northwest corner façade, looking southeast*



*East face of Columbia Building in 2019, looking west*

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*South rear face of Columbia Building in 2019, looking northeast*

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*Roof of Columbia Building, looking southwest in 2019*



*Roof of Columbia Building, looking east in 2019*



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*First-floor entrance at northwest corner of Columbia Building in 2019*



*Commercial bay at 101 S. Howard Street in the Columbia Building in 2019*

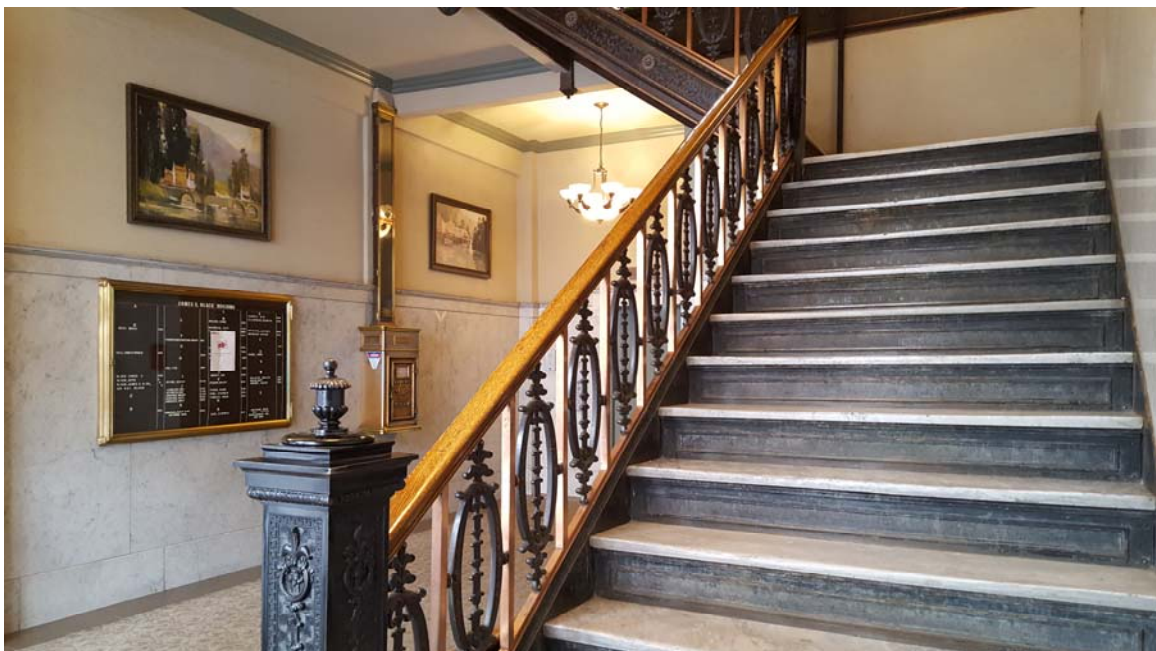


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*First-floor front entrance at 107 S. Howard Street to Columbia Building in 2019, looking west*



*First-floor lobby in Columbia Building in 2019, looking east  
(original marble wainscoting, marble staircase, ceiling height, floor plan)*

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*First-floor lobby in Columbia Building, looking east in 2019*



*First-floor lobby in Columbia Building, looking northwest in 2019  
(interior door opens to café)*



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*Representative stairway and elevator lobby on floors two, three, four, five and six in the Columbia Building, looking south in 2019*



*Representative staircase at floors two, three, four, five and six in 2019.*

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*Representative staircase and lobby in floors two, three, four, five and six in 2019*



*Representative office lobby on floors two, three, four, five and six in 2019*

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*Representative offices and hallways on floors two, three, four, five, and six in the Columbia Building, looking north in 2019*



*North wall of representative office on floors two, three, four, five and six in 2019 in the Columbia Building*

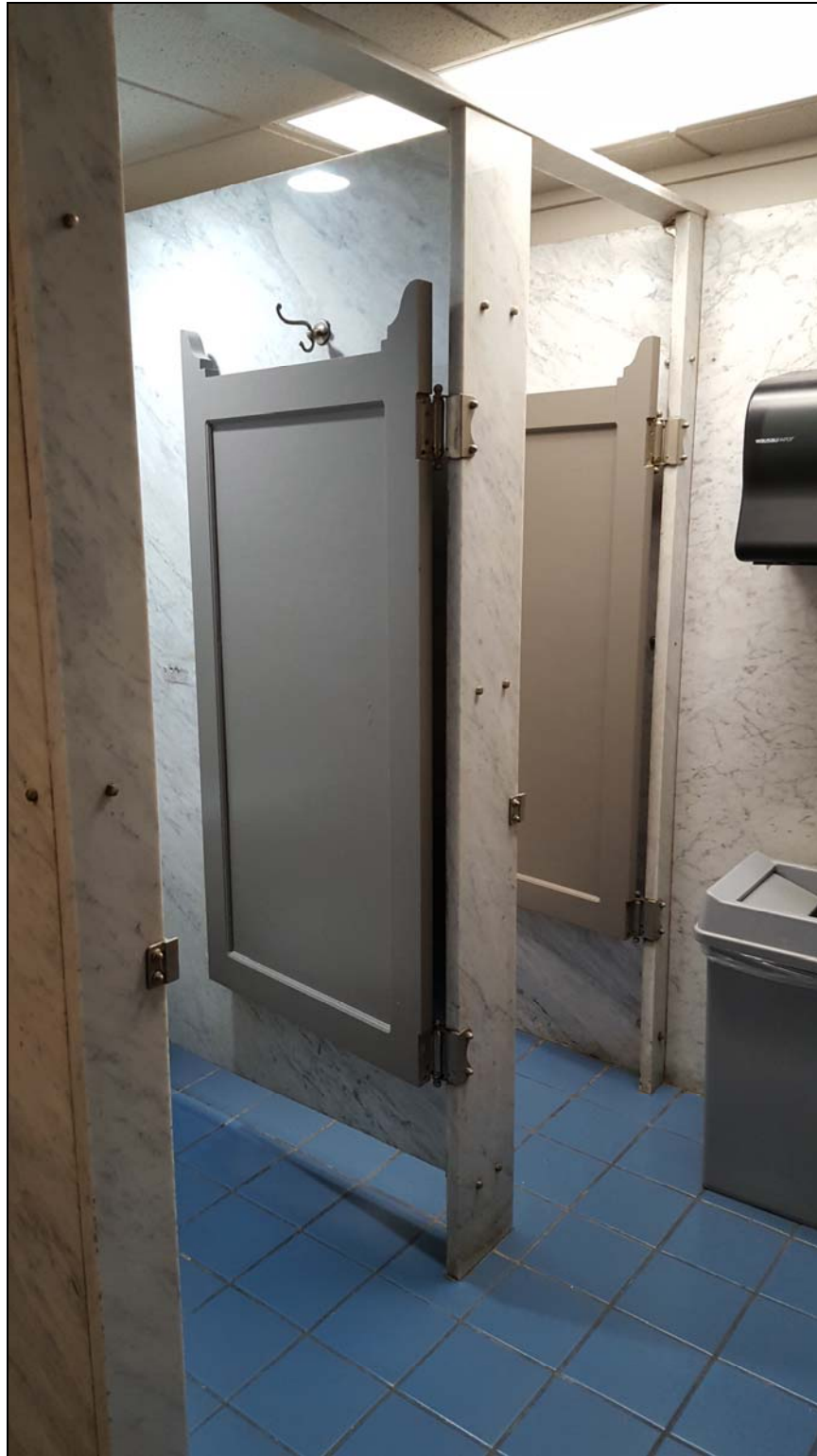


*2019 photo representative of all circa 1906 vaults existing in Columbia Building on floors two, three, four, five and six*





*2019 photo representative of all five circa 1906 vaults existing in Columbia Building on floors two, three, four, five and six*



*Original restroom on third floor in 2019*

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*Hallway on south wall of third floor in 2019*





# BLACK'S BIG MOVE

Owner mulls apartment conversion as brokerage moves its headquarters

By Samantha Peone  
samp@spokanejournal.com

Black Enterprises LP is considering a \$5 million project that would convert the six-story James S. Black Building downtown into a mixed-use building with five floors of apartment units, says principal Dave Black.

Earlier this month, prominent Spokane-based commercial real estate brokerage and property management company NAI Black, of which Black is also CEO and owner, moved its longtime headquarters from that building, at 107 S. Howard, into the Spokane Regional Business Center,



See **BLACK** page 11

—SAMANTHA PEONE

Built in 1907, the James S. Black Building could be converted into apartment units, says real estate developer Dave Black.

**“Black’s Big Move:  
Owner Mulls Apartment Conversion as Brokerage Moves Its Headquarters.”**  
*Spokane Journal of Business*, 21 November 2018



## BLACK:

### Architect looking at 40 living units total

Continued from page 1

at 801 W. Riverside downtown, where it now occupies 16,000 square feet on the third and fourth floors, says Black.

The move frees up 12,500 square feet of space NAI Black had occupied in the 111-year-old James S. Black Building.

"We're looking at all our options for that building right now, including converting it into multifamily rental units," Black says.

Another option would be to continue leasing the building as mostly office space, he says.

However, Mercier Architecture & Planning, of Spokane Valley, is designing floor plans for the potential multifamily space. Mercier owner and architect Shane Mercier says the space is being configured so the building's upper five floors could accommodate a total of 40 living units, with eight on each floor. Floor plans would include one-bedroom and two-bedroom apartments, Mercier says.

No changes would be made to the century-old building's exterior, he says.

Black says construction likely would start during the summer of 2019, and the units would be geared toward young professionals.

The street level would continue to be used as commercial space, he says.

That floor currently is occupied by The Wave Island Sports Grill & Sushi Bar and Fusion Juice of Spokane Inc.

Black says the building has two other tenants, publishing company Bozzi Media and general contracting company Fisher Construction Group. If the building becomes a multifamily complex, those tenants will be moved to another building.

Black says turning the building into multifamily units "makes sense."

"Rents have gotten to the point where they are better than office rents," he asserts. "The multifamily market is really strong right now, and I believe it will continue to be strong."

Another incentive, he says, is that a multifamily project within the Black building could qualify for tax incentives, including a city of Spokane 12-year multifamily tax abatement program and a federal tax credit for historical building rehabilitation.

As evidence of the health of the multifamily market, Black points to the Ridpath Club Apartments redevelopment. NAI Black is handling leasing activity there.

"We're renting units at Ridpath as fast as they become available, which is right next door, and most of the other projects downtown have filled up quickly," he says.

The \$22 million redevelopment of the Ridpath Hotel and the attached four-story east annex involves transforming prior hotel rooms into 206 apartment units on the second through 11th floors and luxury condominiums on the 12th and 13th.

If Black proceeds with his plans, he'll be following what's becoming a trend in the city's core.

Centennial Properties Inc., of Spokane, is renovating the former Macy's department store building, at 608 W. Main, into a mixed-use building with 114 residential units, the first of which became available to rent last May. That building, now called The M Building, is undergoing more than \$33 million in renovation, according to previous Journal reports.

Centennial also converted the Chronicle Building, which is located at 826 W. Sprague and once housed the Spokane Daily Chronicle newspaper, into apartment units, with the overall project creating eight living units a

floor on the third through sixth floors of the seven-story structure.

Centennial Properties is a subsidiary of Cowles Co., which also owns the Journal of Business.

At the James S. Black Building, NAI Black's move marks the end to a 46-year presence there.

"I've been in that building my entire career, so it's a big move for us," he says. "I'll probably be in the (SRBC Building) for the rest of my career."

The SRBC Building will be renamed the Greater Spokane Inc. Building before the end of the year, he says.

GSI CEO Todd Mielke says the organization is currently negotiating its lease renewal. With that, GSI anticipates a "significant remodel of the first floor, and a significant remodel of the second floor as well."

Mielke says GSI works closely with real estate agents to find available space for new and expanding businesses within the Spokane area, so having NAI Black move in above GSI is beneficial.

"It just makes it that much closer, and we're going to continue to forge our relationship with the commercial real estate community," he says.

With NAI Black's move, the SRBC is fully occupied.



## First architect left mark on city

When railroad construction allowed the Northern Pacific Railroad to connect Spokane with Chicago and other large cities to the east and west in 1883, Spokane's city founders hired an official architect to help guide the design of new commercial buildings with the goal of perpetuating the image of Spokane as a progressive and prospering city.

That architect was Herman

Preusse, a German immigrant who had settled in Spokane just the year before. He set about designing the Glover Block at what is now Howard and Spokane Falls Boulevard, the Post Office Block, the Frankfort Block at Main and Howard and many others. Sadly, his prodigious work was largely destroyed in the great fire of 1889 which consumed most of downtown Spokane.

But Spokane's first official architect was just beginning his design work – with much of it to be completed in collaboration with Julius Zittel, another architect from Germany, who began work as a draftsman for Preusse in 1887 and became partner in the firm of Preusse and Zittel in 1893; Zittel became state architect in 1897, a title he held concurrent to his partnership with Preusse.



JESSE TINSLEY jesset@spokesman.com

This is the grave of Herman Preusse, Spokane's first official architect. He is buried at Fairmount Memorial Park.

In addition to the commercial and private-home design work he would do in Spokane, Preusse was appointed architect for the

Agricultural College and School of Science at Pullman (now

See **LANDMARKS, 8**

**“First Architect Left Mark on City.”**

*Spokesman-Review*

6 June 2014



## LANDMARKS

Continued from 1

Washington State University) and retained in 1883 by the Jesuits at what was then Gonzaga College to do all of their architectural design. Two of the Preusse-Zittel designs for Gonzaga included the main administration building (1897-99) with its strong Romanesque influences and St. Aloysius Church (1908-11), a mix of classic and medieval elements in largely Romanesque structure.

Preusse did many designs on his own, especially prior to Zittel's arrival, and Zittel also has some attributed solely to him, but together their designs dominated architecture in Spokane for many decades.

In her master's thesis "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," Lisa Kalhar Melton provides some details of Preusse's early life. He was born in Hanover, Germany, in 1847, and was an infant when his father died. He was 3 when his mother married architect Wilhelm Mehl, and 13 when he began training to become an architect as well, which would include attending the College of Architecture in Holzminden, where classes were held daily from 6 a.m. to 9 p.m.

It isn't known why he emigrated from Germany, but at age 23 he did so, starting work at the North Chicago Rolling Mills. Poor

health drew him to find locations better suited for his condition, and he worked as an engineer, architect and contractor in California, Kansas (where he married first wife Rose) and ultimately Spokane. By 1894 he owned 400 acres of land and an additional four prosperous 160-acre farms. He was known to accept land for payment from the Jesuits for some of the design work he did for Gonzaga.

Rose died in 1897, and in 1910 he married Emma Wilkie in Spokane. As he had received a formal education, he provided the same for his daughters Florence and Olga, who attended universities in the east, but he did not provide a college education for his sons Carl and Arnold, who apprenticed with Preusse and Zittel. When Preusse died in 1926 he was buried at Fairmount Memorial Park next to his first wife and a son who died in childhood.

Preusse's extensive work incorporates a number of styles from medieval to Romanesque and Renaissance Revival. Among his designs are the Fernwell building (1890), Carnegie Library (1905), Columbia Building, the state armory (1908), the 1903 additions to Holy Names Academy, the Huetter house (1897) across the street from Gonzaga, dormitories at WSU, the Peyton Building (1890), the YMCA building (built 1907, demolished 1964) and Mary Queen of Heaven Roman Catholic Church in Sprague,

And for all of Preusse's successes, there were also problems and scandals along the way, one of which involved a project for WSU, outlined in Melton's thesis. In 1882, Preusse submitted a design to the regents for an administration building which the institution's president derisively called "the Castle," with the design bill coming to \$6,830. The regents agreed to pay \$3,000, though Preusse probably only collected one-sixth that amount. Apparently the regents were investigated for mishandling and misuse of funds and a new board appointed in 1883 – at which time Preusse was dismissed as the college's architect and "the Castle" never built.

Although much of his work for religious institutions was for the Jesuits, Herman Preusse holds the distinction of having designed the first Jewish synagogue built in Washington. Temple Emanuel, a frame structure with stone foundation, was dedicated at Third Avenue and Madison Street, just four days before Seattle opened its first synagogue. Temple Emanuel stood until 1934, and a plaque commemorating its significance now stands in place by the wall of the car dealership that now occupies that location.



Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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**"Landmark Remodeling Due."**  
*Spokane Daily Chronicle*  
25 May 1972

**Landmark Remodeling Due**  
SDC 5-25-72

Plans for major remodeling of the Columbia Building were announced today by owners of the six-story landmark and by Pioneer National Title Insurance Co., which will occupy a large portion of the remodeled structure.

Charles U. Anderson, vice president and Spokane County manager for Pioneer Title, said his firm will remodel the entire ground floor of the Columbia Building, plus the basement and the exterior of the first two stories.

In addition to the basement and ground floor, Pioneer Title will occupy three rooms on the second floor, Anderson said. The building is at First and Howard.

James S. Black, representing investors who purchased the Columbia Building 1½ years ago, said his group will air condition the entire building, completely remodel halls and install a new automatic elevator system.

He said the remodeling also will include a new lobby, new carpeting, drop ceilings with indirect lighting and all-new modern decor.

James S. Black & Co. is property manager of the Columbia Building. Architect is Warren Cummings Heylman & Associates. General contractor is Sceva Construction Co., Black said.

**August Move**

Anderson and Black said construction is expected to be completed by mid-August. "We plan to be in by September 1," said Anderson, whose firm has occupied quarters at W821 First in the Crow Building since 1968. Previously, the title company had been located for many years in the old Title Building at Sprague and Wall.

Black said remodeling of the 65-year-old Columbia Building was spurred by Expo '74.

Black and his group reportedly bought the building from the trust department of Old National Bank of Washington and the Dr. Edgar L. Boone Foundation for \$275,000 in November of 1970.

**Built in 1907**

George W. Kombol, building manager since 1931 and cotrustee of the foundation, a charitable institution, said the building was completed in 1907 for Judge George Turner.

"It was raining money that built it," Kombol said. "Dr. Boone, a Spokane resident, bought it in the early 1940s. He died in 1956 and left the property in a charitable foundation."

Kombol said revenue from the trust goes to the Volunteers of America, Salvation Army, Eastern Washington State College and Deaconess Hospital. He said the funds received by the latter two institutions are for qualified worthy but needy students.





**"Downtown Office Building Sold."**  
*Spokesman-Review*  
8 Nov 1970



Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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*The Columbia Building in 1971, looking southeast at the property  
from First Avenue & Howard Street.  
(MAC archive photo L87-1.197)*

Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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*The Columbia Building in 1955, looking southeast at the building  
from First Avenue & Howard Street.  
(MAC archive photo L87-1.79926-5)*



Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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*The Columbia Building in 1948, looking southeast at the building  
from First Avenue & Howard Street.  
(MAC archive photo L87-1.58179.48)*

Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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*The Columbia Building in circa 1915, looking southeast at the building  
from First Avenue & Howard Street.*

*(MAC archive photo L95-12.56)*

Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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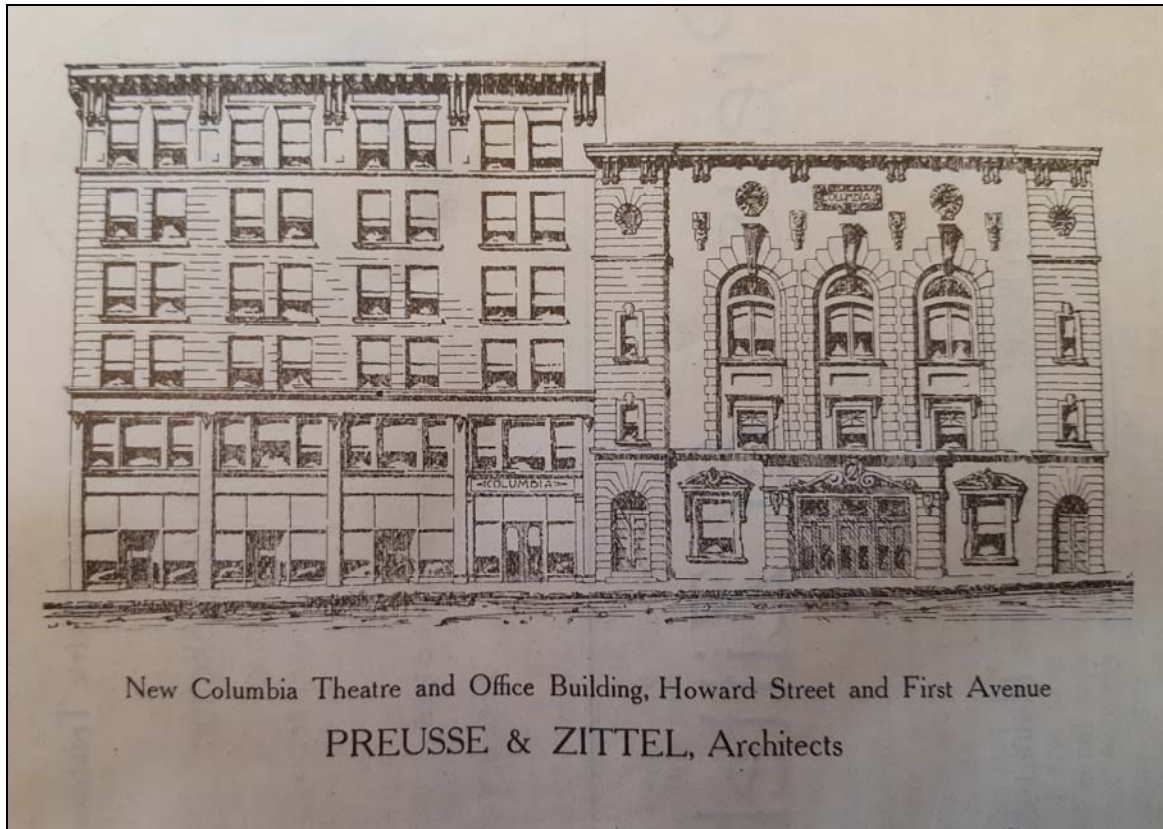


*The Columbia Building and Columbia Theater (called the “Orpheum”) in circa 1910,  
looking southeast at the buildings  
from the corner of First Avenue & Howard Street.*

*(MAC archive photo L94-24.280)*

Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING

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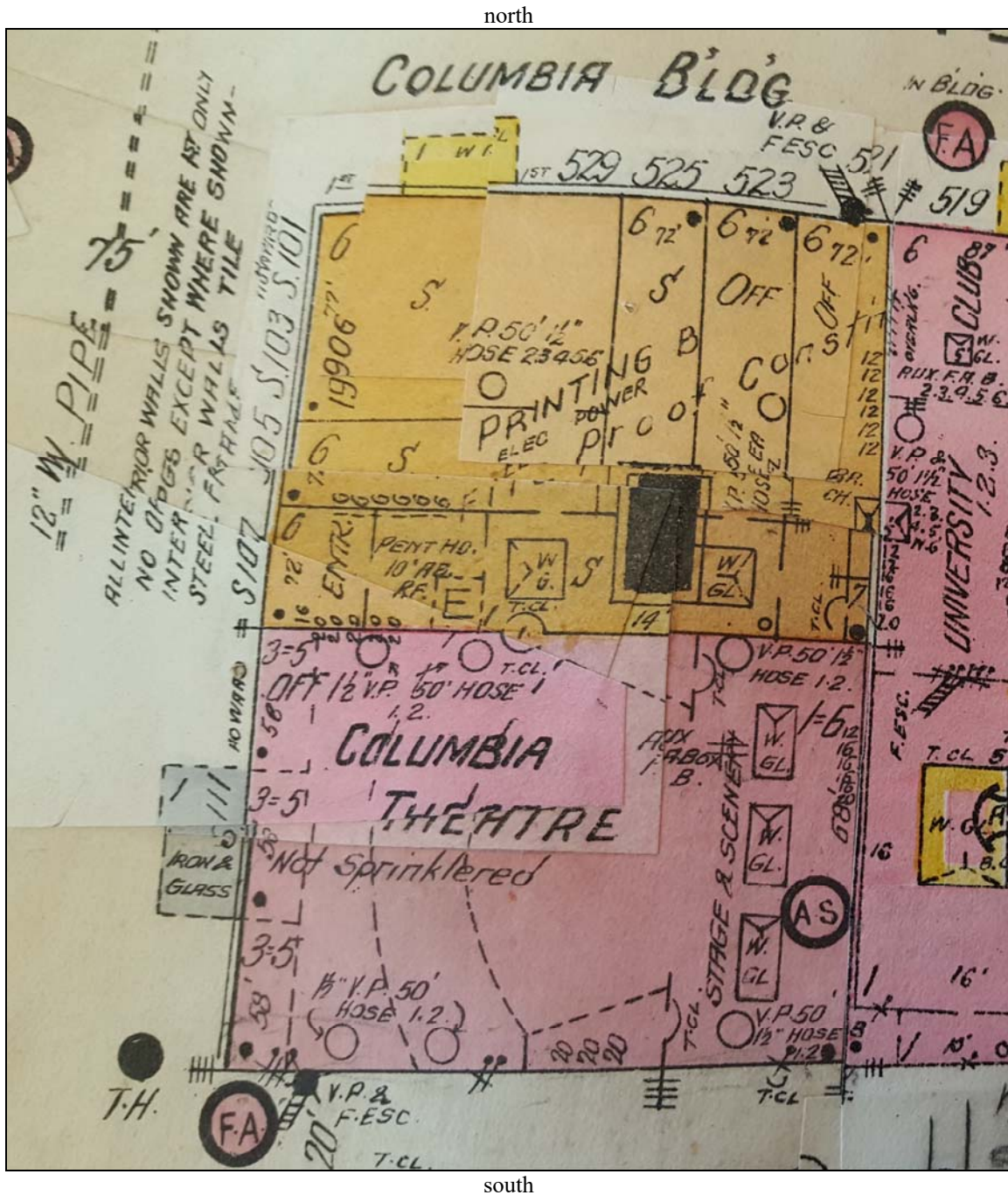
*A 1906 illustration  
of the Columbia Building (left side of page)  
and the adjoining Columbia Theater (right side of page),  
looking east at the buildings.*

*The illustration was drawn by Herman Preusse and Julius Zittel, the professional  
architects of the Columbia Building and the Columbia Theater.*

*Raymer's Dictionary of Spokane: A Complete Encyclopedic Dictionary of Spokane and  
the Inland Empire. Spokane: Chas. D. Raymer & Company, 1906.*



Spokane City/County Register of Historic Places Nomination  
COLUMBIA BUILDING



*A 1910 Sanborn Fire Insurance Map of the Columbia Building and south adjoining Columbia Theater, located on the corner of West First Avenue and South Howard Street.*

north





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

06/03/2019

<u>Date Rec'd</u>	5/1/2019
<u>Clerk's File #</u>	OPR 2013-0504
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20550
Agenda Item Name	5300 PAM (DUNCAN) AMENDMENT/EXTENSION		

Agenda Wording

Contract extension and amendment with Professional Account Management, LLC. a subsidiary of Duncan Solutions, Inc. ("PAM") from Milwaukee, WI for parking citation processing software for Parking Services.

Summary (Background)

Parking Services will be doing a RFP in 2019, in the meantime, the City needs continued services from PAM. PAM provides citation processing system (AutoPROCESS), 24/7 online payments (ParkSimple). They also provide AutoISSUE software to the City through their subcontractor, CivicSmart. The 2018 extension provided a software upgrade. This extension continues to provide software, but also provides hardware to print tickets at no cost unless the contract ends before its end date.

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

Expense	\$ 75000	# 1460-21200-21710-54201 (2019)
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Expense	\$ 75000	# 1460-21200-21710-54201 (2020)
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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>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
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<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	Distribution List	
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<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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Additional Approvals	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	Purchasing - cwahl@spokanecity.org		
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	IT - itadmin@spokanecity.org		
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	Tax & Licenses		
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	PAM -twendler@duncansolutions.com		
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List




**City of Spokane**

**CONTRACT AMENDMENT / EXTENSION**

Title: **PARKING CITATION  
PROCESSING SOFTWARE**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PROFESSIONAL ACCOUNT MANAGEMENT, LLC.**, a subsidiary of **DUNCAN SOLUTIONS, INC.**, whose address is 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 as ("PAM"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein PAM agreed to provide a Citation Processing System for the City; and*

*WHEREAS, a change in the original contract and/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 July 19, 2013 and August 19, 2013, 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 July 19, 2019 and shall end on July 18, 2020.

**3. AMENDMENT.**

The Scope of Work in the original Contract is amended to include the following software and hardware upgrades more specifically identified in Attachments A-C. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

Continued provision of citation processing system (AutoPROCESS), 24/7 online payments access for (ParkSimple).

Currently PAM subcontracts with CivicSmart to provide software for the Samsung Galaxy Note 8's. Through this contract (OPR 2013-0504) the City is getting a software upgrade to latest Duncan Parking Technologies, Inc. (DPT) AutoISSUE version that operates on Android operating system, an integration with DPT Liberty meters and third-party systems. AutoISSUE installation on the (2) two City PC's will be upgraded by CivicSmart when a new version or upgrade becomes available.

Through signing this contract the City is getting a hardware upgrade which includes twenty (20) Zebra ZQ510 Direct Thermal Mobile Printers, twenty (20) AC ZQ510, five (5) Multi-bay charges ZQ510, and twenty (20) ZQ510 Printer Soft Cases.

There will be (4) four week validation period for testing the new Samsung's and software with remote training. If the City signs off on the new integrations, CivicSmart will be installing the software on all of the City's Samsung Galaxy Note 8's and pairing them with the Zebra ZQ510 Direct Thermal Printers from PAM. After software has been loaded initially, all software upgrades will be performed wirelessly by City IT.

As part of this contract extension with PAM, CivicSmart will provide on-site training for City staff for software on the Samsung's and hardware (zebra printers) after the (4) four week validation period.

#### **4. COMPENSATION.**

The City shall pay the amounts shown in the attached Proposal for Technology Enhancements and Contract Extension and City of Spokane Comprehensive Parking Costs and Fees. Retail sales tax, where applicable, shall be added to the amounts shown. 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.

**PROFESSIONAL ACCOUNT.  
MANAGEMENT, LLC, a subsidiary of  
DUNCAN SOLUTIONS 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:**

Exhibit A – Certificate Regarding Debarment

Attachment A – Proposal for Technology Enhancements and Contract Extension

Attachment B – City of Spokane Comprehensive Parking Costs and Fees

Attachment C – Service Level Agreement

19-015a



## Exhibit 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/> 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)



Proposal for Technology Enhancements and Contract Extension:

# **Parking Meter Software Agreement**

January 15, 2019

  
**duncan**  
solutions  
Professional Account Management, LLC

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Portions of this proposal contain valuable and protected information, ideas, know-how, concepts, processes and trade secrets that are the sole property of Duncan Solutions, Inc. and its affiliates. This protected data shall not be disclosed outside the proposal evaluation team and shall not be duplicated, used or disclosed in whole or in part for any purpose except the procurement process related to the subject Request for Proposals (RFP).

Release of confidential information may place Duncan Solutions at serious and irreparable competitive disadvantage in future procurements by providing our competitors with sensitive, confidential and proprietary information that would be unavailable to any third party but for the disclosure of this proposal. In the event that a third party makes a request for disclosure, please notify Duncan Solutions immediately in writing, so that we may have the opportunity to participate in any disclosure discussions and decisions.

---

This response is presented by  
Professional Account Management, LLC  
a wholly owned and controlled subsidiary of Duncan Solutions, Inc.  
For simplicity, we routinely refer to our company as  
“Duncan Solutions” or “Duncan.”

January 15, 2019

Jesten Ray  
City of Spokane  
City Hall, Third Floor  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Re: *Proposal for Contract Extension: Parking Meter Software Agreement***

Dear Mrs. Ray,

Since the summer of 2013, Professional Account Management, LLC, a Duncan Solutions company (Duncan), has been honored to serve the City of Spokane as its partner providing services and technology in support of the City's parking citation issuance and processing program.

Based on recent meetings and visits with the City, we understand that the current handheld devices lack the level of functionality and reliability required to continue running a high efficiency parking program. While our commitment is first and foremost to maximize the current user experience with the existing enforcement system, we remain pragmatic in recognizing the age of the existing system in relation to the other elements of your parking ecosystem.

To ensure this track record of success continues without disruption, we are proposing **several technology upgrades and enhancements at no additional cost to the City**. As described in this document, these upgrades include the provision of new handheld printers and Samsung Note 8's, which provides upgraded wireless communication capabilities, as well as a few targeted revenue and best practice initiatives, which seek to optimize program compliance rates.

We are eager to discuss this proposal with you at your convenience, and to address any questions you or your colleagues may have.

On behalf of all of my colleagues at Duncan Solutions, thank you for your consideration of this proposal and for your years of partnership and collaboration so far.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Wendler', with a stylized flourish at the end.

Tim Wendler  
CEO & President

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    Redesign of Notices and Ticket Stock..... 5

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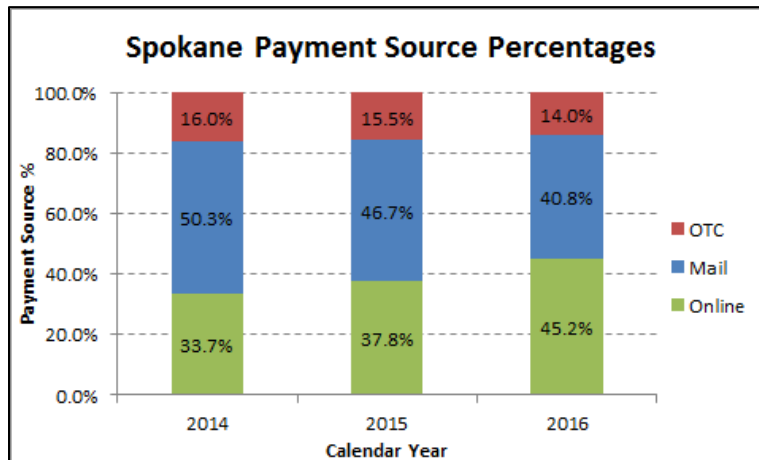
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# Extension & Enhancement Proposal

Since 2013, Duncan's Professional Account Management, LLC has been proud to provide comprehensive technology and support services in support of the City of Spokane's parking citation management system, including the provision of hardware, software, and related services required to process parking citations. The current solution includes:

- Ticket issuance technology and consumables, including ruggedized handheld computers, all ticket stock and envelopes, hosted system services, and extended warranty and support services
- Ticket processing and data management, including access to Duncan's state-of-the-art AutoPROCESS system which facilitates ticket upload, manual ticket imaging and data entry, payment processing, interface management, court scheduling, adjudication management, and management reporting
- DMV data acquisition (for both in-state and out-of-state license plates)
- Notice generation and mailing
- Boot and tow program support, including a nightly "scofflaw list"
- Customer service, including recording of calls and imaging of in-bound and out-bound written correspondence to ensure quality assurance
- Administration of contested citations, including court scheduling and online administrative review processes
- Processing, deposit and disbursement of payments, including mail/lockbox, and internet payments

In addition to a wide-scope of services, revenues have remained stable during the contract term as a result of offering a multitude of consistent reliable payment options. As seen in the chart below, motorists continue to show a strong preference for paying parking tickets through the Duncan's secure web portal. This continued year-over-year increase can be partially attributable to no-cost website enhancements that have been made throughout the contract term. These enhancements include upgrading the website to support mobile payments as well as enabling Google Translate services to accept payments in over 60 languages.



In this document, Duncan presents a proposal that will lock in the benefits of this exceptional level of performance moving forward even as we further invest in program improvements and reduce the City's program costs. These proposed program enhancements include:

- Upgraded handheld software for ticket issuance devices
- National ATS Fleet Implementation
- Redesign of the City's Ticket Stock and Delinquent Notices

## Upgraded Handheld Software and Printers

Duncan Solutions is a hardware agnostic company and therefore we will work with the City's new Samsung Galaxy Note 8's devices to install new software, which will be provided by City of Spokane. CivicSmart is a leader in the parking industry with a corporate focus on innovative parking and citation solutions. We believe CivicSmart's newest citation issuance software and integrations will eliminate many of the issues that are currently being experienced by the City's parking enforcement officers.

CivicSmart's citation issuance solution is designed to meet the needs of the multiple agencies that use their solution for any given client, like parking departments, police departments, street sweeping crews, and the courts. Duncan has worked with CivicSmart in cities like Port of Hood River, Alameda County Sheriff, Alameda County Transit and Vista, which requires us to stay in constant communication to meet our clients' needs. CivicSmart's solution is also used by other major cities including San Diego, Atlanta and Detroit.

CivicSmart is a citation software solution company that has been in business for the past 30 years. A decade ago, web based management was introduced as the backbone for today's AutoISSUE™ Suite of end-to-end parking and moving violation enforcement management including ticket payment, parking permits, ALPR ticket integration, customer portals, and integration points with a large variety of third party systems.

### Why CivicSmart is the Most Qualified

- Exclusively focused on parking technology development
- One off the most feature rich Android eCitation software applications
- Can integrate with current technologies
- Integrate with most current databases
- CivicSmart uses the license plate as the common denominator in pay by plate enforcement
- Provides pay by plate enforcement for pay by plate terminals, pay by phone, pay by space and pay by permit
- Directed enforcement
- Offers cloud hosting
- Continuously evolving the solution as new technologies appear

### Integration with Pay-by-Cell Providers

Upgrading to a wireless handheld system will make it easier for the City to offer a new pay-by-cell system and still efficiently enforce time limited metered areas. Duncan has experience integrating with most major pay-by-cell providers, including Passport Parking, QuickPay, PayByPhone, and ParkMobile.

## National ATS Fleet Implementation

Through a partnership with American Traffic Safety Solutions, Duncan has established an automated interface with most rental car companies (Hertz, Avis, Budget, etc.) and industry fleet organization databases allowing for immediate identification of responsible registered owner, higher percentage of citation payments, and decreased cost of mailing notices.

### Client Benefits:

- Increased program revenue
- Greater program efficiency while dealing with single invoices rather than collecting many citations
- Improved relations with fleet operators within the City

## Redesign of Notices and Ticket Stock

Minor alterations on delinquent citation notices can yield significant increases in payments. That's why late last year Duncan began evaluating our current notices to see if there are opportunities for us to improve our clients' liquidation rates while maintaining FDCPA compliance. Should the City be interested, we could redesign their notices and ticket stock to match industry best practices based on the City's business practices.

## Formal Contract Proposal & Pricing

Per the existing contract, the City's current contract is scheduled to expire on July 18, 2019. The handheld software upgrade was included in the original one (1) year extension. Extending the contract until July 18, 2020 enables the city to get both the software upgrade and in addition a hardware upgrade to the Zebra ZQ510 printers. Duncan will provide the following system enhancements at **no upfront cost to the City.**

- Upgraded handheld software for Samsung Galaxy Note 8's,
- Provided (20) Zebra ZQ510 printers, AC adaptors and soft cases.
- National ATS Fleet Implementation
- Redesign of the City's Ticket Stock and Delinquent Notices

See attachment, City of Spokane Comprehensive Parking Costs and Fees

1. Under this proposal, it is assumed that the wireless plan would be transitioned from Duncan to the City's Verizon Wireless plan. All other terms and conditions of the contract would remain the same.
2. Should the City terminate the agreement early, the City will be responsible for the remaining unamortized costs of the enforcement package.





## City of Spokane Comprehensive Parking Costs and Fees

Product ID	Description	Unit Price	Quantity	Price
<b>1. Hardware</b>				
ZEB-ZQ51AUE000000 (A)	ZQ510 Direct Thermal Mobile Printer *	\$780.00	20	\$15,600.00
ZEB-AK18913-002 (B)	AC Adaptor ZQ510 (charging option 1)**	\$99.00	20	\$1,980.00
ZEB-P1063406027 (B)	4 Bay Mobile Printer Power Station ZQ (charging option 2)**	\$363.00	5	\$1,452.00
ZEB-P1063406038 (C)	ZQ510 Printer Soft Case	\$83.00	20	\$1,660.00
ACC-CITNOTE8-EXT/BATT NOTE8-HOLDER/CLP (D)	ALCLAP Galaxy Note 8 Battery Case (Extended Battery) with holder for Note 8/battery case-belt clip	\$125.00	20	\$2,500.00
	* If Zebra printer breaks or needs servicing during this time, City follows RMA process, submitting support request to CivicSmart customer service portal.			
	** City must select charging option at time of order.			
	Should the city terminate the contract early, prior to July 18, 2020, the City will be responsible for the remaining unamortized costs of the enforcement package. The enforcement package includes A, one of the B's and C, but not D above.			
<b>2. Software Handhelds</b>				
SW-PCI	Parking Citation Issuance (AutoISSUE license includes: Time Limit Marking, Search Only Mode, Broken Meter/Damaged Sign Reporting, Officer Activity Logging, Meter Location Matrix, Hotsheet Lookup, Barcode Reading and Digital Images)	Included	1	\$0.00
SW-WCF	Wireless Communications Framework for citation upload	Included	1	\$0.00
EXLP	Enhanced handheld license plate recognition (LPR) engine	Included	1	\$0.00
LIB	Integration with parking meters	Included	1	\$0.00
MOBILE	Integration with Passport mobile payment service	Included	1	\$0.00
MSM	Integration with Parkeon multi-space meters	Included	1	\$0.00
<b>3. Software PC's</b>				
AUTOISSUE HOSTING SERVICES	AutoISSUE (hosting fee) for one application. Enables City to have two software licenses on any PC of City's choice.	\$400.00	1	\$400.00
CITRIX LICENSES	AutoPROCESS. 50 Concurrent Citrix licenses for city users to access web-based back end parking citation system. Additional licensing per license \$300.00 each.	Included	1	\$0.00
<b>4. Monthly Fees (recurring)</b>				
CITATION PROCESSING	Citation processing fee for each citation entered into AutoPROCESS	\$0.95	Each	Varies
CONVENIENCE FESS	Convenience fee for each internet payment transaction through Parksimple	\$2.00	Each	Varies
DMV RECORDS	DMV record (data acquisition for out of state registered owners)	\$1.25	Each	Varies
AUTOISSUE HOSTING SERVICES	Hosting service fee (AutoISSUE). Enables City to have two software licenses on any PC of City's choice.	\$400.00	1	\$400.00
WIRELESS FEES	*City currently pays (\$100.00) in wireless fees for each handheld. This fee will no longer be changed once the city begins using their new Samsung Galaxy Note 8 devices. The City chose to purchase their own phones and wireless plan through Verizon.			
<b>5. Additional Costs</b>				
ZQ510-0065	Citation Paper Stock for ZQ510 Thermal Printer ( <i>Minimum order 60,000 citations</i> )	\$0.0575	Each	Varies
ENV006P	Citation Envelopes Canary Yellow ( <i>Minimum order 60,000 envelopes</i> )	\$0.0575	Each	Varies
<b>6. Freight Charges</b>				
	Freight/shipping is additional. It will be prepaid and added where applicable.	TBD	1	TBD
<b>7. Additional</b>				
Sales Tax, if applicable will be included, Payment terms: net 30 days. Shipping is F.O.B. Origin. Should the City terminate the agreement early, the City will be responsible for the remaining unamortized costs of the enforcement package.				

## **Service Level Agreement**

## **Attachment C**

This Service Level Agreement is intended to provide an understanding of the services provided by Professional Account Management, LLC a subsidiary Duncan Solutions, Inc. (PAM) and the companies they subcontract with to the City of Spokane ("City").

Dean Viereck of PAM is our support contact for the City of Spokane. If our support contacts changes, we request notification in writing.

### **Support**

PAM's help desk (888) 553-8622; Monday – Friday, 8:30 AM- 5:00 PM PST, same day response for any help desk calls placed between these hours. Any calls after these hours go to the on-call technician.

PAM's Docupeak site is to submit support tickets with AutoPROCESS software, Park Simple website, and other requests. Docupeak can be utilized 24 hours a day/7 days a week to submit tickets. The City of Spokane can have as many user accounts as desired. A 24 hour response time for all tickets; if tickets are not resolved in 72 hours, a resolution plan should be discussed between PAM and the City.

The subcontractor CivicSmart, has a support portal to create support requests for AutoISSUE software or their Parking Enterprise Management System (PEMS) which has reports and financial data. The City will use CivicSmart's support portal to create a support requests. After normal business hours (Monday – Friday, 7 AM to 6 PM PST), for critical and urgent issues a support request should be submitted and the support number (414-877-5481) should be called. A 24 hour response time for all requests; if requests are not resolved in 72 hours, a resolution plan should be discussed between CivicSmart and the City.

### **Expectations**

The City of Spokane requests that any system maintenance and/or upgrade(s) performed by PAM. or the companies they subcontract with, do not occur during regular paid parking hours (Monday-Saturday, 8 AM to 7 PM – PST). We ask to be notified in writing (email) at least twenty-four (24) hours in advance of planned system maintenance or upgrades. In emergency cases, adjustments to the system may also take place during paid parking hours, provided the City is given at least 8 business hours advance notice before the start of the work.

In the instance of errors or interruptions for AutoISSUE, AutoPROCESS or Park Simple, PAM will notify the City as soon as possible in writing.

## Availability

The City requires industry standard uptimes. The City would like an average of 99.5% availability each month. Availability is defined as the ability of authorized users and end users to log into the applications (AutoISSUE, AutoPROCESS, Park Simple) included as part of this contract.

Availability will be calculated using the following formula:  $x = (y - z) / y * 100$

“x” = availability of the applications during the month

“y” = total number of hours in the month, minus the hours during the month the City is unable to login in to login to the applications because of:

- (1) regularly scheduled maintenance;
- (2) a force majeure
- (3) non-performance of city hardware, software and other equipment that is not provided by PAM. for use in conjunction with PAM, applications.

“z” = total number of hours in the month which the City is unable to log-in to the applications (other than the reasons set forth in “y” above).

## Fee Adjustment

In the event PAM does not meet the average availability (99.5%) set forth above, the amount of fees will be reduced based on loss of potential revenue.

In 2018, citation revenue was \$1,181,986.96. There are 8,760 hours in a year (365 days x 24 hours). If we divide total revenue by the hours in a year (\$1,181,986.96 revenue / 8,760 hours) we get \$134.93 an hour. If we then look at the revenue per minute we are looking at \$2.25/minute.

Our loss of potential revenue would be \$134.93/hour or \$2.25/minute.

PAM obligation to provide the City with fee adjustments as set forth above, is dependent on the City providing detailed written notice to PAM stating why they did not meet the availability levels. Upon receipt of such notice, PAM has 30 days to investigate and respond to the City. At the end of the thirty (30) calendar days, if it is determined that PAM did in fact fail to meet the availability standard of 99.5%, the City will receive the appropriate fee adjustment to its account during the next invoice cycle. Fee adjustment shall not exceed \$2,500 per month.

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Professional Account Management, LLC, a Duncan Subsidiary (PAM), Citation Management Software System Contract Amendment and Renewal
<b>Date:</b>	May 20, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources 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 –Amendment and renewal of Citation Management Software System  Utilizing Budget Account # 1460 21200 21710 54201
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	July 18, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support.
<b>Background/History:</b> Professional Account Management, LLC a subsidiary of Duncan Solutions, Inc (“PAM”) supports the City’s Citation Management Software system for Parking Services. The contract was put in place in 2013 for a five-year term. The Citation System provides, in real time, citation processing, online payments, online permit sales, data mapping, tracking of parking staff for safety, and a wide range of reporting and data tools. Software and Hardware support is included in this contract. The 2018 contracted amount was \$150,000.00.  The City of Spokane seeks to renew the contract for another year to allow time to implement E-Suite and integrate the parking system.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Professional Account Management, LLC</li> <li>Requesting \$150,000.00 including tax for the renewal of this contract.</li> <li>Term is July 19, 2019 – July 18, 2020</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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 Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PROFESSIONAL ACCOUNT MANAGEMENT, LLC](#)

## License Information:

[New search](#) [Back to results](#)**Entity name:** PROFESSIONAL ACCOUNT MANAGEMENT, LLC**Business name:** PROFESSIONAL ACCOUNT MANAGEMENT, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 602-040-674**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 633 W WISCONSIN AVE STE 1600  
MILWAUKEE WI 53203-1920 USA**Mailing address:** 633 W WISCONSIN AVE STE 1600  
MILWAUKEE WI 53203-1920 USA**Excise tax and reseller permit status:** [Click Here](#)**Secretary of State status:** [Click here](#)

## Endorsements

<a href="#">Endorsements held at this location</a>	<a href="#">License #</a>	<a href="#">Count</a>	<a href="#">Details</a>	<a href="#">Status</a>	<a href="#">Expiration date</a>	<a href="#">First issuance</a>
<a href="#">Out of State Collection Agency - No Fee</a>				Active	Jul-31-2019	Sep-26-2018
<a href="#">Spokane General Business</a>				Active	Aug-31-2019	Aug-09-2018

Governing People *May include governing people not registered with Secretary of State*

<a href="#">Governing people</a>	<a href="#">Title</a>
----------------------------------	-----------------------

DUNCAN SOLUTIONS, INC.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/1/2019 10:03:47 AM

*Working together to fund Washington's future*

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

06/03/2019

<u>Date Rec'd</u>	5/1/2019
<u>Clerk's File #</u>	OPR 2016-0396
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	RES 2018-0040
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20547
Agenda Item Name	5300 MITCHELL HUMPHREY ANNUAL MAINTENANCE		

Agenda Wording

A contract with Mitchell Humphrey as sole source for annual maintenance and support of City's Financial Management System (FMS) and authorizing staff to execute a one year contract. July 1, 2019 - June 30, 2020. Contract amount is \$96,757.65 inc tax.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Budget Ledger, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer.

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

Expense	\$ \$96,757.65 inc tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Mitchell Humphrey -	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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

Distribution List




City of Spokane

**CONTRACT RENEWAL**

**Title: SOFTWARE MAINTENANCE AND UPGRADES  
FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022 as ("MH&CO"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform SOFTWARE MAINTENANCE AND UPGRADES FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract executed by the parties on May 5, 2016 and May 26, 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. RENEWAL TERM.**

This Contract Renewal shall become effective on July 1, 2019 and run through June 30, 2020, unless terminates sooner.

**3. COMPENSATION.**

The City shall pay an estimated maximum amount not to exceed **NINETY SIX THOUSAND SEVEN HUNDRED FIFTY SEVEN AND 65/100 (\$96,757.65)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal 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 Renewal by having legally-binding representatives affix their signatures below.

**MITCHELL HUMPHREY & COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

2019-2020 Fee Proposal dated April 15, 2019



1285 Fern Ridge Parkway  
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440  
[www.mitchellhumphrey.com](http://www.mitchellhumphrey.com)

April 15, 2019

Ms. Becka Hunt  
City of Spokane  
West 808 Spokane Falls Boulevard  
Spokane, Washington 99201-3344

Dear Becka:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2019 through June 30, 2020.

General Ledger and related modules	\$20,835.00
Budget Ledger	9,295.00
Accounts Payable	8,860.00
Accounts Receivable-Invoicing	11,435.00
Purchasing and related modules	20,640.00
FMS-EXEC	2,640.00
Test Account	8,735.00
FMS Productivity Suite	4,010.00
AP ACH Wire Transfer	790.00
Credit Card Processing	<u>1,610.00</u>
Total Maintenance	\$88,850.00

The invoice is enclosed with this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Cindy Bari'.

Cindy Bari  
Business Manager

Enclosure

## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Mitchell Humphrey & Co. Annual Support and Upgrades
<b>Date:</b>	May 20, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources 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 – Mitchell Humphrey Financial Management System (FMS) Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	June 30, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<u>Background/History:</u>	
Mitchell Humphrey supports the City's Financial Management System (FMS), which is utilized by the Accounting Department. Mitchell Humphrey is the only supplier of FMS licensing. 2018 contracted amount was \$93,856.32. The price difference is the annual contract increase not to exceed 2.99%.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>Contract with Mitchell Humphrey for Annual Software Maintenance and Support of the City's Financial Management System.</li> <li>Requesting \$96,757.65 including tax for the renewal of this contract.</li> <li>Term is July 1, 2019 – June 30, 2020</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[MITCHELL HUMPHREY & CO](#)

## License Information:

[New search](#) [Back to results](#)

**Entity name:** MITCHELL HUMPHREY & CO.

**Business name:** MITCHELL HUMPHREY & CO

**Entity type:** [Profit Corporation](#)

**UBI #:** 603-237-502

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1285 FERN RIDGE PKWY STE 140  
SAINT LOUIS MO 63141-4409 USA

**Mailing address:** 1285 FERN RIDGE PKWY STE 140  
SAINT LOUIS MO 63141-4409 USA

**Excise tax and reseller permit status:** [Click Here](#)

**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Spokane General Business</a>	<a href="#">T12010792BUS</a>			<a href="#">Active</a>	<a href="#">Nov-30-2019</a>	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
HUMPHREY, KATHLEEN A.	
SCHAEFER, KIM A.	
WOLPERT, THOMAS M.	

The Business Lookup information is updated nightly. Search date and time: 4/15/2019 1:31:50 PM

*Working together to fund Washington's future*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2018

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

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

<b>PRODUCER</b> Cornerstone Insurance Group 721 Emerson Road Suite 500 St Louis MO 63141	<b>CONTACT NAME:</b> Johanna Winfield <b>PHONE (A/C, No, Ext):</b> (314) 373-2900 <b>FAX (A/C, No):</b> (314) 373-2901 <b>E-MAIL ADDRESS:</b> johannaw@cornerstoneinsurancegroup.com														
<b>INSURED</b> Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis MO 63141	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Hartford Casualty - A</td><td>29424</td></tr><tr><td>INSURER B: Axis Surplus Insurance Co - A+</td><td>26620</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Casualty - A	29424	INSURER B: Axis Surplus Insurance Co - A+	26620	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Hartford Casualty - A	29424														
INSURER B: Axis Surplus Insurance Co - A+	26620														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** CL18122614335**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WECBH0776	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Technology E&O/Cyber Liability/ Data Breach			P00100002382301	07/01/2018	07/01/2019	Aggregate 2,000,000 Per Claim 2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane MIS Department  
808 W. Spokane Falls Blvd.  
7th Floor  
Spokane  
WA 99201-3344

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

AUTHORIZED REPRESENTATIVE

J. Cody Wilson /

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## ADDITIONAL COVERAGES

Ref #	Description BROAD FORM ENDT	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description BLANKET 30 Day Notice for AIs	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

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

06/03/2019

<u>Date Rec'd</u>	4/30/2019
<u>Clerk's File #</u>	OPR 2016-0395
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	RES 2018-0043
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20548
Agenda Item Name	5300 ACCELA ANNUAL MAINTENANCE RENEWAL		

Agenda Wording

A contract with Accela as sole source for annual maintenance and support of City's Permitting & Licensing software and authorizing staff to execute two year contract. This is the second and third of three one-year renewal options.

Summary (Background)

This contract is necessary in order to obtain software upgrades and Accela Help Desk support. The Accela system is utilized by several City departments and processes one-time and renewable permits and licenses. Accela is the only authorized firm to provide maintenance services on this software system.

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

Expense	\$ 183,797.73 inc tax	# 5300-73300-18850-54820
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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>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
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<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	Distribution List	
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<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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Additional Approvals	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	Purchasing - cwahl@spokanecity.org		
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	IT - itadmin@spokanecity.org		
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	Tax & Licenses		
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	Accela - mknight@accela.com; dkwan@accela.com		
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract term July 1, 2019 - June 30, 2021. Contract will be paid on an annual basis - \$183,797.73 for year two and \$189,127.86 for year three.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List


## Briefing Paper

### Sustainable Resources Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Accela Annual Support and Upgrades
<b>Date:</b>	May 20, 2019
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources 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 – Accela Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	June 30, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<b>Background/History:</b>  Accela supports the City's Permitting and Licensing software, which is utilized by several departments. Accela is the only supplier of this licensing. 2018 contracted amount was \$178,453.79. The price difference is the annual contract increase not to exceed 2.99%.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Accela for Annual Software Maintenance and Support of the City's Permitting &amp; Licensing System.</li> <li>Requesting \$183,797.73 including tax for the 2<sup>nd</sup> one-year renewal option of this contract for 2019 and \$189,127.86 for the 3<sup>rd</sup> one-year renewal option of this contract for 2020.</li> <li>Contract is to be paid on an annual basis.</li> <li>Term is July 1, 2019 – June 30, 2021.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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 Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	





**City of Spokane**

**CONTRACT RENEWAL**

**Title: ANNUAL MAINTENANCE AND SUPPORT OF  
CITY'S PERMITTING & LICENSING SOFTWARE**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ACCELA, INC.**, whose address is 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, California 94583 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract with Accela, Inc., as sole source for annual maintenance and support of City's Permitting & Licensing software and authorizing staff to execute two year contract; and*

*WHEREAS, the original Contract allows for three one (1) year renewals with this being the 2<sup>nd</sup> and 3<sup>rd</sup> renewal; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated July 11, 2016 and July 14, 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 Renewal shall become effective on July 1, 2019 and shall run through June 30, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum cost not to exceed **THREE HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED TWENTY FIVE AND 59/100 (\$372,925.59)**, \$183,797.73 for 2019-2020, and \$189,127.86 for 2020-2021, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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 Renewal by having legally-binding representatives affix their signatures below.

**ACCELA, 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:**

Accela Renewal Order Form dated April 1, 2019  
Certificate of Debarment

19-081

# **CITY OF SPOKANE, WA**

## **Renewal Order Form**

**April 1, 2019**

Becky O'Brien  
Sr. Operations Analyst, Renewals  
Phone: (925) 359-3334  
Email: [robrien@accela.com](mailto:robrien@accela.com)

## Software and Services

## Annual Maintenance

Item Number	Description	Quantity	Ext. Price
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	197400	\$ 11,606.13
MR100GISM120601	Accela GIS Annual Maint and Supp Renewal	200	\$ 32,853.16
MR100WIRM120601	Accela Wireless Annual Maint and Supp Renewal	50	\$ 32,373.82
MR100ENTALM0601	Accela Land Management Site License Annual Maint and Supp Renewal	1	\$ 45,971.77
MR100ENTALC0601	Accela Licensing and Case Mgt Site License Annual Maint and Supp Renewal	1	\$ 45,971.73
<b>Term: 7/1/19 - 6/30/20</b>		<b>Year 1</b>	<b>\$ 168,776.61</b>
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	197400	\$ 11,942.71
MR100GISM120601	Accela GIS Annual Maint and Supp Renewal	200	\$ 33,805.90
MR100WIRM120601	Accela Wireless Annual Maint and Supp Renewal	50	\$ 33,312.66
MR100ENTALM0601	Accela Land Management Site License Annual Maint and Supp Renewal	1	\$ 47,304.96
MR100ENTALC0601	Accela Licensing and Case Mgt Site License Annual Maint and Supp Renewal	1	\$ 47,304.91
<b>Term: 7/1/20 - 6/30/21</b>		<b>Year 2</b>	<b>\$ 173,671.13</b>
		Subtotal:	\$ 342,447.74
		Tax:	TBD at time of Invoice
		<b>Total:</b>	<b>\$ 342,447.74</b>

Order Detail	
General Information	
Customer Contact	
Customer Address	<b>808 West Spokane Falls Blvd., Spokane, WA 99201</b>
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions in the Maintenance Agreement entered into between Accela, Inc. and the City of Spokane, WA on July 14, 2016
Term(s):	<b>7/1/19 – 6/30/21</b>
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Software Licenses &amp; Subscriptions start on the date of delivery by Accela;</li> <li>- Hosting and Support start on Accela's delivery of the software hosted and/or supported;</li> </ul>
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> <li>- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.</li> <li>- Any Software Licenses or Hardware are one-time, non-refundable purchases.</li> <li>- Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months).</li> <li>- Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.</li> </ul>
Special Order Terms	<ul style="list-style-type: none"> <li>- This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form.</li> <li>- In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.</li> <li>- For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.</li> </ul>
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued per the governing terms.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable <b>net 30 days</b> .
Special Payment Terms	None unless otherwise specified in this section.

Accounts Payable Contact Information <i>(Required)</i>			
First Name		Last Name	
Title			
Phone Number			
Email Address:			
Billing Address			
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need			
Signature Section <i>(Required)</i>			
Vendor	Accela, Inc.	Customer	City of Spokane, WA
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p><u>If Customer requires PO number on invoices, it <b>must</b> be provided to the right and Customer <b>must</b> provide Accela copy of the PO prior to invoice issuance.</u> If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# <i>(If required)</i> :



**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 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.
4. 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)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2019

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

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

**PRODUCER** ABD Insurance & Financial Services  
3 Waters Park Drive, Suite 100  
San Mateo, CA 94403

www.theabdteam.com

**INSURED**  
Accela, Inc.  
2633 Camino Ramon  
Suite 500  
San Ramon, CA 94583

**CONTACT NAME:** Cert Request  
**PHONE (A/C, No, Ext):** 650-488-8565 **FAX (A/C, No):**  
**E-MAIL ADDRESS:** TechCertRequest@theabdteam.com

**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Federal Insurance Company

20281

**INSURER B:** Chubb Indemnity Insurance Company

12777

**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 48165457**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3604-91-08	9/1/2018	9/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-95-44	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7175-62-53	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Errors & Omissions w/ Cyber			01-881-37-41	9/1/2018	9/1/2019	Limit : \$2,000,000

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

RE: All Operations of the Named Insured.  
City of Spokane, its Officers, Employees and Agents are additional insureds to General Liability policy.

**CERTIFICATE HOLDER**

City of Spokane  
Attn: Wendy Corbin  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Rod Sockolov

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ACORD 25 (2016/03)

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

06/03/2019

<u>Date Rec'd</u>	5/7/2019
<u>Clerk's File #</u>	OPR 2019-0389
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	MICHELE 625-6102	Project #	2018123
Contact E-Mail	MVAZQUEZ@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20540
Agenda Item Name	0370 - CSO INFORMATIONAL SIGNAGE - BALDWIN SIGN COMPANY		

Agenda Wording

Low bid of Baldwin Sign Company in the amount of \$60,719.40 for CSO Informational Signs to be posted at five area CSO tank locations

Summary (Background)

In May, 2018 a consultant contract was issued for the design and development of the CSO Informational Signs. In April, 2019 an invitation to bid for the manufacture and installation of the CSO Informational Signs. This invitation to bid was shared with a number of sign companies on the MRSC Roster. Two bids were received by the May 1, 2019 bid submission date. Baldwin Sign Company provided the low bid of \$60,719.40.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 60,719.40	# 4250 43416 94350 56501 14401	
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 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mvazquez@spokanecity.org
Additional Approvals		aduffey@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	publicworksaccounting@spokanecity.org
		joel@baldwinsigns.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 2,090.00

Select       \$

Budget Account

# 4310 43387 94000 56501 99999

#

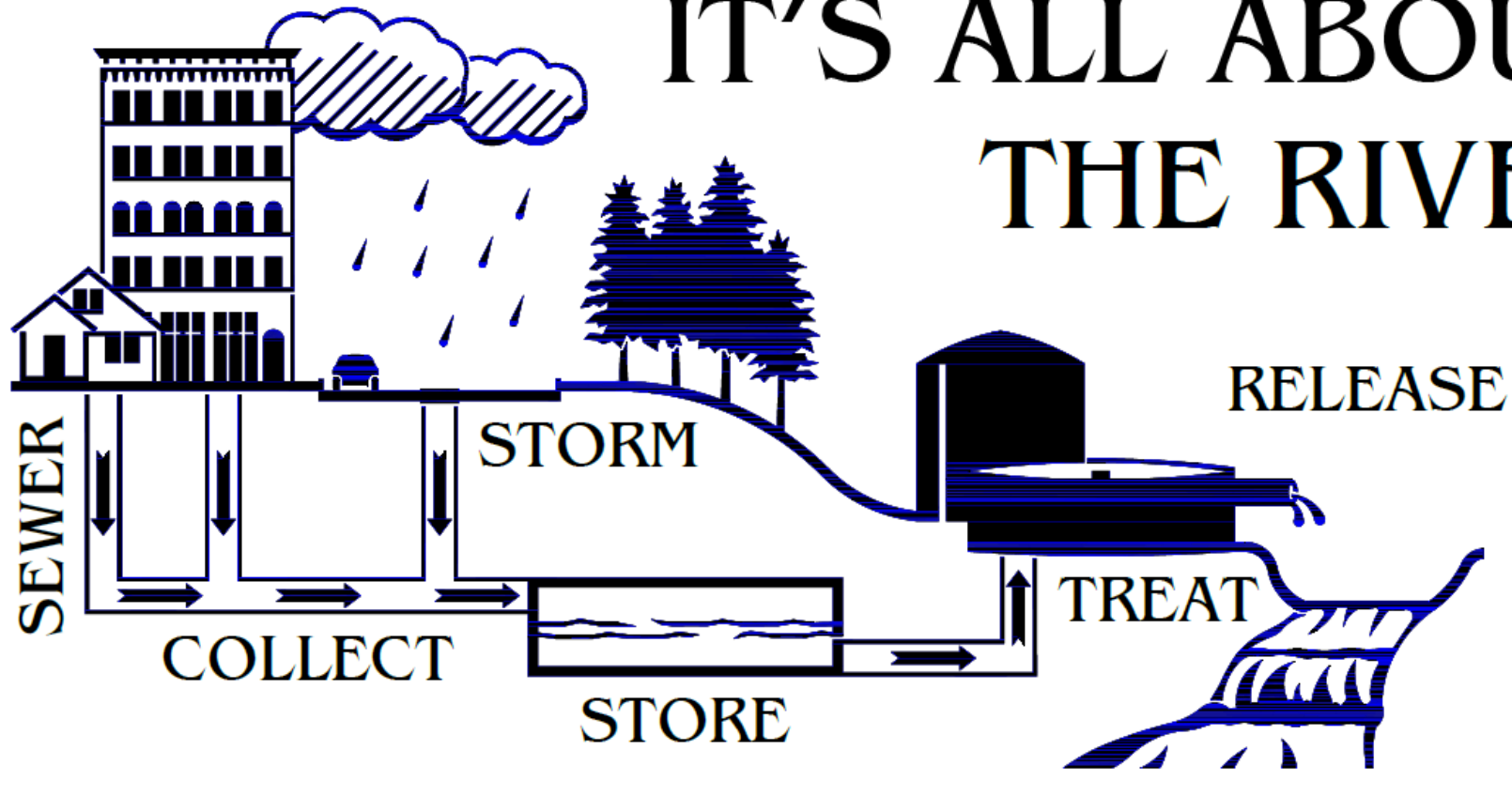
Distribution List


## Briefing Paper

### Public Infrastructure & Environmental Sustainability

<b>Division &amp; Department:</b>	Public Works/Engineering Services
<b>Subject:</b>	CSO Informational Signs
<b>Date:</b>	May 20, 2019
<b>Contact (email &amp; phone):</b>	Michele Vazquez: <a href="mailto:Mvazquez@spokanecity.org">Mvazquez@spokanecity.org</a> 625-6102
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<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>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Manufacturing and installation of five signs which provide information relating to the siting and purpose of City of Spokane underground CSO tanks/systems.
<p><u>Background/History:</u></p> <p>The City of Spokane has made tremendous strides in development of CSO tanks reducing contaminant runoff to the Spokane River. The tanks, once installed, are invisible to the public, and therefore the tanks, and the understanding of the benefit to our community and river is lost. The purpose of these signs is to demark a few of the City's tanks which are near travel lanes and to provide on-going public education as to the existence and role of the CSO tanks in support of river health and water quality. The educational signage has been proposed as one method of keeping the tanks and their work at 'eye level'. In May, 2018 a consultant contract was issued for the design and development of the CSO informational signs and in April, 2019 an invitation to bid for the manufacture and installation of the CSO informational signs. This invitation to bid was shared with a number of sign companies on the MRSC Roster. Two bids were received by the bid submission date (May 1, 2019) and Baldwin Signs provided low bid (for a Total Base price of \$60,663.65). Contract negotiations are in process with the intent of bringing a contract forward for City Council briefing on June, and a council decision on June 3, 2019.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>The CSO Informational Signage Invitation to Bid was issued on April 5; the submission of bids was due on May 1 and two bids were received.</i></li> <li>• <i>Baldwin Signs was deemed the low bid with a Total Base Price of \$60,663.65.</i></li> <li>• <i>Contract negotiations are in process with the intent of bringing a contract forward for City Council briefing June 3, 2019, and a council decision on June 3, 2019.</i></li> <li>• <i>Completion of the installation of the CSO Informational signage is schedule for no later than October 31.</i></li> </ul>	
<p><u>Budget Impact:</u></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 type="checkbox"/> Yes      <input checked="" 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><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?      <input type="checkbox"/> Yes      <input type="checkbox"/> No      <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?      <input type="checkbox"/> Yes      <input type="checkbox"/> No      <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

# IT'S ALL ABOUT THE RIVER







**City of Spokane**

**PUBLIC WORKS AGREEMENT**

Title: **CSO INFORMATIONAL SIGNAGE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BALDWIN SIGN COMPANY**, whose address is PO Box 6819, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **CSO INFORMATIONAL SIGNAGE**; and*

*WHEREAS, the Contractor was selected through a Request for Bids, Project No. 2018123 issued by the City;*

*-- 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 AGREEMENT.**

The term of this Contract begins on or around June 1, 2019, and ends on October 31, 2019, 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 or about 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 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 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 Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

**CSO INFORMATIONAL SIGNAGE.**

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 Agreement shall be a maximum amount not to exceed **SIXTY THOUSAND SEVEN HUNDRED NINETEEN AND 40/100 DOLLARS (\$60,719.40)**, including tax, 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.

The Company shall submit its applications for payment to the Engineering Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

#### **5. BOND.**

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.

#### **6. PUBLIC WORKS.**

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay 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 a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **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.

#### **7. 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 Agreement. 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 Agreement shall be included in the project budgets.

## **8. 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.

## **9. 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 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 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.

## **10. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **11. INSURANCE.**

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

- 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 total occurrence limit of not less than \$1,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, 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; 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 the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. 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).

### **13. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement 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 Agreement 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.

### **14. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor 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 Contractor shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

### **15. TERMINATION.**

Either party may terminate this Agreement, 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.

### **16. 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 Agreement are performed.

### **17. 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 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. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

#### **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. 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 Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year craftsmanship and forty (40) years prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### **22. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement 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 Agreement 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 Agreement 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 Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 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 Agreement by having legally-binding representatives affix their signatures below.

**BALDWIN SIGN COMPANY**

**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/Performance Bond

Exhibit A – Contractor's Scope of Work

Exhibit B – Certification Regarding Debarment

**PAYMENT / PERFORMANCE BOND**

We, BALDWIN SIGN COMPANY , as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIXTY THOUSAND SIX HUNDRED SIXTY THREE AND 65/100 DOLLARS (\$60,663.65)**, 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 **CSO INFORMATIONAL SIGNAGE**. 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 \_\_\_\_\_.

BALDWIN SIGN COMPANY,  
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

## EXHIBIT A

## EXHIBIT 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. 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)

## Washington State Department of Revenue

[Services](#)[Business Lookup](#)[BALDWIN SIGN COMPANY](#)

## License Information:

[New search](#)[Back to results](#)

**Entity name:** JNW, INC.

**Business name:** BALDWIN SIGN COMPANY

**Entity type:** [Profit Corporation](#)

**UBI #:** 602-296-577

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 6409 N PITTSBURG ST  
SPOKANE WA 99217-7553 USA

**Mailing address:** PO BOX 6819  
SPOKANE WA 99217-0913 USA

**Excise tax and reseller permit status:** [Click Here](#)

**Secretary of State status:** [Click here](#)

## Endorsements

<i>Filter</i>						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
<a href="#">Ellensburg General Business - Non-Resident</a>	15248			Active	May-31-2019	Nov-29-2017
<a href="#">Issaquah General Business - Non-Resident</a>				Active	May-31-2019	Jan-16-2018
<a href="#">Kennewick General Business - Non-Resident</a>	110433			Active	May-31-2019	Feb-12-2015
<a href="#">Lacey General Business - Non-Resident</a>	181208			Active	Oct-31-2019	Oct-17-2018
<a href="#">Liberty Lake General Business - Non-Resident</a>	00709			Active	May-31-2019	Jan-31-2007
<a href="#">Minor Work Permit</a>				Active	May-31-2019	Nov-17-2006
<a href="#">Olympia General Business - Non-Resident</a>	35054			Active	May-31-2019	Jan-11-2018
<a href="#">Pasco General Business - Non-Resident</a>	17881			Active	May-31-2019	Feb-01-2013
<a href="#">Richland General Business - Non-Resident</a>	F03			Active	May-31-2019	Dec-21-2010
<a href="#">Spokane General Business</a>	T12042306BUS			Active	May-31-2019	Oct-15-2012
<a href="#">Spokane Valley General Business - Non-Resident</a>	00539			Active	May-31-2019	Feb-02-2004

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
WHIPPLE, JON D	Vice President, Secretary, Chairman of the Board
WHIPPLE, NICOL J	President, Treasurer, Director



**Registered Trade Names**

<a href="#">Registered trade names</a>	<a href="#">Status</a>	<a href="#">First issued</a>
BALDWIN SIGN COMPANY	Active	Jul-30-2003
JNW BUILDERS	Active	Aug-17-2015

The Business Lookup information is updated nightly. Search date and time: 5/3/2019 9:12:54 AM

*Working together to fund Washington's future*

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0390
<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>	2017118
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - DW EXCAVATING, INC.		

Agenda Wording

Low Bid of DW Excavating, Inc. (Davenport, WA) for 33rd Avenue from Bernard Street to Lamonte Street - \$899,563.00 plus tax. An administrative reserve of \$89,956.30 plus tax, which is 10% of the contract, will be set aside. (Comstock Neighborhood)

Summary (Background)

On May 20, 2019 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$899,563.00, which is \$352,173.70 or 28.3% under the Engineer's Estimate; five other bids were received as follows: Murphy Brothers, Inc. - \$1,020,000.00; Halme Construction, Inc. - \$1,098,561.14; Inland Asphalt Company - \$1,117,111.00; Red Diamond Construction, Inc. - \$1,141,008.24; and LaRiviere, Inc. - \$1,282,717.10.

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

Expense	\$ 299,618.41	# 4250 42300 94340 56501 15778
Expense	\$ 472,380.48	# 1990 49852 95300 56501 99999
Expense	\$ 6,832.68	# 1380 24106 95300 56501 21008
Expense	\$ 213,811.52	# 4250 43387 94350 56501 15778

<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 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		aduffey@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		Budget Account	
Expense	\$ 2,090.00	#	4310 43387 94000 56501 99999
Select	\$	#	
Distribution List			

## Briefing Paper PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	33rd Avenue – Bernard to Division
<b>Date:</b>	May 20, 2019
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<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)	6 Year Sewer and 6 Year Water Plans
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<u>Background/History:</u> <ul style="list-style-type: none"> <li>This project started as a grind and overlay several years ago but was delayed to permit inclusion of various needed utility work on this reach.</li> </ul>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Project includes water transmission and distribution main replacement, replacement of a stretch of broken sewer, grind and overlay of a portion and full rebuild of the remainder of impacted street.</li> <li>Construction has been timed to occur after Sacajawea Middle School is out for the summer, and be completed near the start of the school year.</li> <li>Special signing will help ensure safe pedestrian crossing through the work zone on the high pedestrian volume Manito Boulevard.</li> <li>Refer to the attached exhibit.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> 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:	





**Project Location**

8" sanitary sewer replacement

6" water main replacement

24" water main replacement

Full street rebuild

Grind & overlay

Full street rebuild

Not shown: misc. storm water system replacements



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

**Project Number:** 2017118

**Project Description** 33rd Ave., Bernard to Lamonte

**Original Date** 4/15/2019 12:44:29 PM

**Funding Source** Local

**Update Date** 5/20/2019 2:08:38 PM

**Preparer** David St Pierre

**Addendum**

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Street Improvements

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	*****	1,200.00	*****	135.00	*****	1,000.00	*****	100.00
103	POTHOLING	20 EA	450.00	9,000.00	282.00	5,640.00	250.00	5,000.00	440.10	8,802.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	12,000.00	*****	5,000.00	*****	5,000.00	*****	100.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	650.00	1,950.00	552.00	1,656.00	600.00	1,800.00	732.53	2,197.59
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,500.00	*****	2,800.00	*****	4,800.00	*****	6,000.00
107	MOBILIZATION	1 LS	*****	103,000.00	*****	109,000.00	*****	95,000.00	*****	109,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	16,500.00	*****	43,912.30	*****	13,000.00
109	SPECIAL SIGNS	100 SF	20.00	2,000.00	10.71	1,071.00	18.00	1,800.00	11.99	1,199.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.87	2,709.00	1.75	1,225.00	4.33	3,031.00
111	TYPE III BARRICADE	45 EA	75.00	3,375.00	30.00	1,350.00	30.00	1,350.00	33.30	1,498.50
112	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	1,200.00	*****	3,000.00	*****	150.00
113	AIR OR HYDRO EVACUATION	5 EA	650.00	3,250.00	470.00	2,350.00	710.00	3,550.00	899.02	4,495.10
114	TREE PROTECTION ZONE	39 EA	350.00	13,650.00	248.00	9,672.00	235.00	9,165.00	126.46	4,931.94



<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,000.00	1,000.00	935.00	935.00	1,185.37	1,185.37
116	REMOVE TREE, CLASS III	2 EA	1,000.00	2,000.00	2,500.00	5,000.00	2,350.00	4,700.00	2,996.73	5,993.46
117	TREE PRUNING	29 EA	350.00	10,150.00	248.00	7,192.00	235.00	6,815.00	299.68	8,690.72
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	200.00	*****	3,000.00	*****	7,241.54
119	REMOVE EXISTING CURB	947 LF	10.00	9,470.00	1.00	947.00	8.00	7,576.00	3.23	3,058.81
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	479 SY	13.00	6,227.00	9.00	4,311.00	12.00	5,748.00	5.96	2,854.84
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	600.00	9,000.00	223.00	3,345.00	450.00	6,750.00	225.37	3,380.55
122	REMOVE EXISTING ≤ 12 IN. DIAMETER PIPE	254 LF	15.00	3,810.00	5.00	1,270.00	8.00	2,032.00	7.72	1,960.88
123	SAWCUTTING CURB	62 EA	35.00	2,170.00	25.00	1,550.00	30.00	1,860.00	26.64	1,651.68
124	SAWCUTTING RIGID PAVEMENT	1694 LFI	1.20	2,032.80	1.00	1,694.00	1.20	2,032.80	0.96	1,626.24
125	SAWCUTTING FLEXIBLE PAVEMENT	7448 LFI	0.80	5,958.40	0.50	3,724.00	0.35	2,606.80	0.33	2,457.84
126	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	750.00	750.00	200.00	200.00	700.00	700.00	301.72	301.72
127	ROADWAY EXCAVATION INCL. HAUL	1506 CY	30.00	45,180.00	12.00	18,072.00	32.00	48,192.00	28.37	42,725.22
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	20.00	3,000.00	19.10	2,865.00	16.00	2,400.00	19.90	2,985.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	39.16	5,874.00	25.00	3,750.00	18.50	2,775.00
130	CRUSHED SURFACING TOP COURSE	826 CY	40.00	33,040.00	30.50	25,193.00	48.00	39,648.00	41.25	34,072.50
131	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	120.00	4,200.00	197.00	6,895.00	126.00	4,410.00	110.12	3,854.20
132	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	3285 SY	14.00	45,990.00	12.50	41,062.50	10.50	34,492.50	13.98	45,924.30
133	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	6785 SY	25.00	169,625.00	24.50	166,232.50	21.00	142,485.00	29.50	200,157.50

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
134	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 2 INCH THICK	690 SY	12.00	8,280.00	17.60	12,144.00	15.00	10,350.00	19.98	13,786.20
135	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	35 TO	140.00	4,900.00	160.00	5,600.00	136.00	4,760.00	181.13	6,339.55
136	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TO	150.00	1,500.00	59.00	590.00	50.00	500.00	66.59	665.90
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	511 SY	45.00	22,995.00	35.00	17,885.00	30.00	15,330.00	39.95	20,414.45
138	CRACK SEALING 1 - INCH TO 3 - INCH	300 LF	3.00	900.00	5.00	1,500.00	5.50	1,650.00	2.33	699.00
139	CRACK SEALING 3 - INCH TO 6 - INCH	300 LF	5.00	1,500.00	10.00	3,000.00	12.00	3,600.00	23.31	6,993.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	511 SY	30.00	15,330.00	27.00	13,797.00	32.00	16,352.00	19.16	9,790.76
141	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	827 SY	3.50	2,894.50	5.00	4,135.00	8.50	7,029.50	6.75	5,582.25
142	PLANING BITUMINOUS PAVEMENT - TAPER	1191 SY	3.00	3,573.00	4.50	5,359.50	9.50	11,314.50	5.44	6,479.04
143	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
144	COMPACTION PRICE ADJUSTMENT	4310 EST	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	19 EA	500.00	9,500.00	487.00	9,253.00	475.00	9,025.00	177.10	3,364.90
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	500.00	1,000.00	550.00	1,100.00	650.00	1,300.00	479.22	958.44
147	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	2,330.00	25,630.00	2,600.00	28,600.00	2,825.43	31,079.73
148	CATCH BASIN TYPE 3	4 EA	2,700.00	10,800.00	2,500.00	10,000.00	2,750.00	11,000.00	2,453.07	9,812.28
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	15 EA	825.00	12,375.00	774.00	11,610.00	800.00	12,000.00	578.25	8,673.75
150	VALVE BOX AND COVER	14 EA	500.00	7,000.00	492.00	6,888.00	650.00	9,100.00	145.92	2,042.88
151	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	323 CY	100.00	32,300.00	112.00	36,176.00	140.00	45,220.00	59.93	19,357.39

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	25.00	4,550.00	18.00	3,276.00	28.00	5,096.00	17.75	3,230.50
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	33.00	6,006.00	34.00	6,188.00	42.00	7,644.00	15.81	2,877.42
154	IMPORTED BACKFILL	323 CY	35.00	11,305.00	17.00	5,491.00	35.00	11,305.00	13.78	4,450.94
155	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	3,300.00	*****	3,000.00	*****	500.00
156	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	549 LF	65.00	35,685.00	43.00	23,607.00	59.00	32,391.00	49.29	27,060.21
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	800.00	8,000.00	101.00	1,010.00	660.00	6,600.00	315.02	3,150.20
158	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	171.00	171.00	800.00	800.00	1,237.17	1,237.17
159	PLUGGING EXISTING PIPE	1 EA	350.00	350.00	280.00	280.00	300.00	300.00	275.06	275.06
160	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	135.00	*****	1,725.00	*****	5,501.25
161	DI PIPE FOR WATER MAIN 24 IN. DIAM.	641 LF	350.00	224,350.00	148.00	94,868.00	135.00	86,535.00	199.59	127,937.19
162	BLOWOFF ASSEMBLY	1 EA	12,000.00	12,000.00	11,800.00	11,800.00	12,500.00	12,500.00	14,301.76	14,301.76
163	2 IN. BYPASS PIPING	2 EA	1,200.00	2,400.00	2,700.00	5,400.00	5,400.00	10,800.00	4,974.00	9,948.00
164	ESC LEAD	1 LS	*****	1,500.00	*****	135.00	*****	600.00	*****	500.00
165	INLET PROTECTION	25 EA	100.00	2,500.00	93.00	2,325.00	80.00	2,000.00	76.14	1,903.50
166	TOPSOIL TYPE A, 2 INCH THICK	325 SY	12.00	3,900.00	6.30	2,047.50	8.00	2,600.00	6.33	2,057.25
167	SOD INSTALLATION	325 SY	15.00	4,875.00	5.92	1,924.00	14.00	4,550.00	16.98	5,518.50
168	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	2,000.00	*****	12,000.00	*****	14,317.71
169	CEMENT CONCRETE CURB	1153 LF	35.00	40,355.00	33.00	38,049.00	25.20	29,055.60	35.40	40,816.20

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
170	CEMENT CONCRETE DRIVEWAY	66 SY	65.00	4,290.00	60.00	3,960.00	68.25	4,504.50	90.99	6,005.34
171	CEMENT CONCRETE DRIVEWAY TRANSITION	8 SY	65.00	520.00	63.00	504.00	50.50	404.00	68.35	546.80
172	CEMENT CONC. SIDEWALK	498 SY	70.00	34,860.00	53.00	26,394.00	68.25	33,988.50	90.99	45,313.02
173	RAMP DETECTABLE WARNING	120 SF	30.00	3,600.00	27.00	3,240.00	23.00	2,760.00	29.30	3,516.00
174	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	5,400.00	*****	5,000.00	*****	9,426.16
175	PAVEMENT MARKING - DURABLE HEAT APPLIED	133 SF	10.00	1,330.00	11.00	1,463.00	10.00	1,330.00	14.72	1,957.76
<i>Schedule Totals</i>				1,166,261.70		867,655.00		965,665.00		1,010,099.96

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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> Sanitary Improvements					Sales tax shall NOT be included in unit prices					
201	RECONNECT SIDE SEWER	100 LF	55.00	5,500.00	26.00	2,600.00	43.00	4,300.00	63.74	6,374.00
202	SIDE SEWER CLEANING AND VIDEO INSPECTION	64 EA	750.00	48,000.00	180.00	11,520.00	375.00	24,000.00	310.00	19,840.00
203	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	800.00	1,600.00	77.00	154.00	700.00	1,400.00	315.02	630.04
204	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	400 LF	55.00	22,000.00	27.00	10,800.00	37.00	14,800.00	118.50	47,400.00
205	SIDE SEWER PIPE 4 IN. DIAM.	229 LF	35.00	8,015.00	21.00	4,809.00	40.00	9,160.00	59.99	13,737.71
206	SIDE SEWER PERMIT	9 EA	40.00	360.00	225.00	2,025.00	75.00	675.00	53.27	479.43
<i>Schedule Totals</i>				85,475.00		31,908.00		54,335.00		88,461.18

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					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	*****	1,200.00	*****	2,210.00	*****	800.00	*****	620.00
103	POTHOLING	20 EA	450.00	9,000.00	400.00	8,000.00	200.00	4,000.00	510.00	10,200.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	12,000.00	*****	13,200.00	*****	1,000.00	*****	5,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	650.00	1,950.00	625.00	1,875.00	700.00	2,100.00	680.00	2,040.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,500.00	*****	5,100.00	*****	4,800.00	*****	5,600.00
107	MOBILIZATION	1 LS	*****	103,000.00	*****	81,038.15	*****	111,000.00	*****	92,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	85,000.00	*****	18,000.00	*****	90,000.00
109	SPECIAL SIGNS	100 SF	20.00	2,000.00	10.20	1,020.00	15.00	1,500.00	25.00	2,500.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.70	2,590.00	5.00	3,500.00	4.30	3,010.00
111	TYPE III BARRICADE	45 EA	75.00	3,375.00	30.00	1,350.00	50.00	2,250.00	8.60	387.00
112	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	1,700.00	*****	15,000.00	*****	20,000.00
113	AIR OR HYDRO EVACUATION	5 EA	650.00	3,250.00	765.00	3,825.00	700.00	3,500.00	830.00	4,150.00
114	TREE PROTECTION ZONE	39 EA	350.00	13,650.00	255.00	9,945.00	260.00	10,140.00	280.00	10,920.00
115	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,000.00	1,000.00	950.00	950.00	1,100.00	1,100.00
116	REMOVE TREE, CLASS III	2 EA	1,000.00	2,000.00	2,550.00	5,100.00	1,800.00	3,600.00	2,800.00	5,600.00
117	TREE PRUNING	29 EA	350.00	10,150.00	255.00	7,395.00	250.00	7,250.00	280.00	8,120.00
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	1,530.00	*****	10,000.00	*****	15,000.00
119	REMOVE EXISTING CURB	947 LF	10.00	9,470.00	5.50	5,208.50	4.50	4,261.50	6.00	5,682.00



<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	479 SY	13.00	6,227.00	11.50	5,508.50	7.00	3,353.00	8.90	4,263.10
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	600.00	9,000.00	300.00	4,500.00	450.00	6,750.00	470.00	7,050.00
122	REMOVE EXISTING ≤ 12 IN. DIAMETER PIPE	254 LF	15.00	3,810.00	7.00	1,778.00	10.00	2,540.00	7.10	1,803.40
123	SAWCUTTING CURB	62 EA	35.00	2,170.00	25.50	1,581.00	50.00	3,100.00	31.00	1,922.00
124	SAWCUTTING RIGID PAVEMENT	1694 LFI	1.20	2,032.80	1.00	1,694.00	2.00	3,388.00	1.20	2,032.80
125	SAWCUTTING FLEXIBLE PAVEMENT	7448 LFI	0.80	5,958.40	0.30	2,234.40	0.60	4,468.80	0.35	2,606.80
126	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	750.00	750.00	400.00	400.00	300.00	300.00	360.00	360.00
127	ROADWAY EXCAVATION INCL. HAUL	1506 CY	30.00	45,180.00	8.00	12,048.00	20.00	30,120.00	22.00	33,132.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	20.00	3,000.00	19.25	2,887.50	24.00	3,600.00	28.00	4,200.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	56.60	8,490.00	30.00	4,500.00	39.00	5,850.00
130	CRUSHED SURFACING TOP COURSE	826 CY	40.00	33,040.00	38.40	31,718.40	47.00	38,822.00	52.00	42,952.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	120.00	4,200.00	200.00	7,000.00	100.00	3,500.00	120.00	4,200.00
132	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	3285 SY	14.00	45,990.00	12.25	40,241.25	14.28	46,909.80	14.00	45,990.00
133	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	6785 SY	25.00	169,625.00	23.00	156,055.00	26.25	178,106.25	26.00	176,410.00
134	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 2 INCH THICK	690 SY	12.00	8,280.00	20.00	13,800.00	23.50	16,215.00	20.00	13,800.00
135	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	35 TO	140.00	4,900.00	182.00	6,370.00	214.00	7,490.00	170.00	5,950.00
136	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TO	150.00	1,500.00	353.00	3,530.00	422.00	4,220.00	70.00	700.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	511 SY	45.00	22,995.00	34.00	17,374.00	40.00	20,440.00	37.00	18,907.00
138	CRACK SEALING 1 - INCH TO 3 - INCH	300 LF	3.00	900.00	4.00	1,200.00	4.00	1,200.00	5.00	1,500.00

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements					Sales tax shall be included in unit prices					
139	CRACK SEALING 3 - INCH TO 6 - INCH	300 LF	5.00	1,500.00	9.00	2,700.00	8.00	2,400.00	10.00	3,000.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	511 SY	30.00	15,330.00	37.30	19,060.30	24.00	12,264.00	19.00	9,709.00
141	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	827 SY	3.50	2,894.50	15.00	12,405.00	14.00	11,578.00	10.00	8,270.00
142	PLANING BITUMINOUS PAVEMENT - TAPER	1191 SY	3.00	3,573.00	11.25	13,398.75	8.00	9,528.00	10.00	11,910.00
143	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
144	COMPACTION PRICE ADJUSTMENT	4310 EST	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	19 EA	500.00	9,500.00	700.00	13,300.00	300.00	5,700.00	600.00	11,400.00
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	500.00	1,000.00	800.00	1,600.00	600.00	1,200.00	600.00	1,200.00
147	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	1,245.00	13,695.00	3,000.00	33,000.00	2,600.00	28,600.00
148	CATCH BASIN TYPE 3	4 EA	2,700.00	10,800.00	1,245.00	4,980.00	3,400.00	13,600.00	2,700.00	10,800.00
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	15 EA	825.00	12,375.00	1,130.00	16,950.00	650.00	9,750.00	700.00	10,500.00
150	VALVE BOX AND COVER	14 EA	500.00	7,000.00	622.00	8,708.00	200.00	2,800.00	700.00	9,800.00
151	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	323 CY	100.00	32,300.00	170.00	54,910.00	0.05	16.15	250.00	80,750.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	25.00	4,550.00	18.00	3,276.00	12.00	2,184.00	28.00	5,096.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	33.00	6,006.00	50.00	9,100.00	12.00	2,184.00	39.00	7,098.00
154	IMPORTED BACKFILL	323 CY	35.00	11,305.00	46.50	15,019.50	12.00	3,876.00	43.00	13,889.00
155	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	4,650.00	*****	700.00	*****	1,500.00
156	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	549 LF	65.00	35,685.00	35.00	19,215.00	61.00	33,489.00	54.00	29,646.00

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	800.00	8,000.00	600.00	6,000.00	650.00	6,500.00	1,100.00	11,000.00
158	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	600.00	600.00	1,300.00	1,300.00	1,100.00	1,100.00
159	PLUGGING EXISTING PIPE	1 EA	350.00	350.00	200.00	200.00	400.00	400.00	230.00	230.00
160	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	200.00	*****	50,000.00	*****	620.00
161	DI PIPE FOR WATER MAIN 24 IN. DIAM.	641 LF	350.00	224,350.00	222.00	142,302.00	192.14	123,161.74	175.00	112,175.00
162	BLOWOFF ASSEMBLY	1 EA	12,000.00	12,000.00	5,660.00	5,660.00	7,000.00	7,000.00	13,500.00	13,500.00
163	2 IN. BYPASS PIPING	2 EA	1,200.00	2,400.00	2,830.00	5,660.00	3,800.00	7,600.00	7,100.00	14,200.00
164	ESC LEAD	1 LS	*****	1,500.00	*****	3,900.00	*****	1,600.00	*****	620.00
165	INLET PROTECTION	25 EA	100.00	2,500.00	136.00	3,400.00	50.00	1,250.00	99.00	2,475.00
166	TOPSOIL TYPE A, 2 INCH THICK	325 SY	12.00	3,900.00	5.40	1,755.00	6.00	1,950.00	12.00	3,900.00
167	SOD INSTALLATION	325 SY	15.00	4,875.00	14.50	4,712.50	11.00	3,575.00	19.00	6,175.00
168	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	12,175.00	*****	8,000.00	*****	35,000.00
169	CEMENT CONCRETE CURB	1153 LF	35.00	40,355.00	41.00	47,273.00	42.00	48,426.00	50.00	57,650.00
170	CEMENT CONCRETE DRIVEWAY	66 SY	65.00	4,290.00	90.00	5,940.00	120.00	7,920.00	75.00	4,950.00
171	CEMENT CONCRETE DRIVEWAY TRANSITION	8 SY	65.00	520.00	90.00	720.00	125.00	1,000.00	70.00	560.00
172	CEMENT CONC. SIDEWALK	498 SY	70.00	34,860.00	96.50	48,057.00	79.00	39,342.00	85.00	42,330.00
173	RAMP DETECTABLE WARNING	120 SF	30.00	3,600.00	23.00	2,760.00	25.00	3,000.00	41.00	4,920.00
174	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	3,567.00	*****	3,300.00	*****	4,000.00
175	PAVEMENT MARKING - DURABLE HEAT APPLIED	133 SF	10.00	1,330.00	10.25	1,363.25	10.00	1,330.00	11.00	1,463.00

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 Improvements				Sales tax shall be included in unit prices				
	<i>Schedule Totals</i>				1,166,261.70	1,069,019.00	1,047,908.24	1,219,904.10	

<i>Project Number:</i> <b>2017118</b>			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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> Sanitary Improvements					Sales tax shall NOT be included in unit prices					
201	RECONNECT SIDE SEWER	100 LF	55.00	5,500.00	14.75	1,475.00	60.00	6,000.00	30.00	3,000.00
202	SIDE SEWER CLEANING AND VIDEO INSPECTION	64 EA	750.00	48,000.00	275.00	17,600.00	275.00	17,600.00	400.00	25,600.00
203	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	800.00	1,600.00	600.00	1,200.00	1,400.00	2,800.00	1,100.00	2,200.00
204	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	400 LF	55.00	22,000.00	43.00	17,200.00	96.00	38,400.00	52.00	20,800.00
205	SIDE SEWER PIPE 4 IN. DIAM.	229 LF	35.00	8,015.00	33.00	7,557.00	100.00	22,900.00	47.00	10,763.00
206	SIDE SEWER PERMIT	9 EA	40.00	360.00	340.00	3,060.00	600.00	5,400.00	50.00	450.00
<i>Schedule Totals</i>				85,475.00		48,092.00		93,100.00		62,813.00

Project Number            2017118            33rd Ave., Bernard to Lamonte

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,166,261.70	85,475.00	0.00	0.00	0.00	0.00	0.00	0.00	1,251,736.70
DW Excavating, Inc.	867,655.00	31,908.00	0.00	0.00	0.00	0.00	0.00	0.00	899,563.00
Murphy Brothers Inc	965,665.00	54,335.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020,000.00
Halme Construction Inc	1,010,099.96	88,461.18	0.00	0.00	0.00	0.00	0.00	0.00	1,098,561.14
Inland Asphalt Compan	1,069,019.00	48,092.00	0.00	0.00	0.00	0.00	0.00	0.00	1,117,111.00
Red Diamond Construc	1,047,908.24	93,100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,141,008.24
LaRiviere Inc	1,219,904.10	62,813.00	0.00	0.00	0.00	0.00	0.00	0.00	1,282,717.10

Low Bid Contractor:    DW Excavating, Inc.

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$867,655.00	\$1,166,261.70	25.60	% Under Estimate
Schedule 02	\$34,715.90	\$92,996.80	62.67	% Under Estimate
Bid Totals	\$902,370.90	\$1,259,258.50	28.34	% Under Estimate



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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0391
<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>	2017046,047, 048
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370-LOW BID AWARD - BACON CONCRETE, INC.,		

Agenda Wording

Low Bid of Bacon Concrete, Inc., (Spokane, WA) for Cycle 7 (2017) Traffic Calming - \$1,082,959.25. An administrative reserve of \$108,295.93, which is 10% of the contract price, will be set aside. (Various Neighborhood Council)

Summary (Background)

On May 20, 2019, bids were opened for the above project. The low bid was from Bacon Concrete, Inc., in the amount of \$1,082,959.25, which is \$408,641.25 or 27.54% under the Engineer's Estimate; four other bids were received as follows: Cameron-Reilly, LLC, - \$1,267,673.25; William Winkler Company - \$1,288,778.00; LaRiviere Inc., - \$1,337,839.85 and Award Construction, Inc., - \$1,436,741.50.

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

Expense	\$ 381,104.57	# 1380 24105 95300 56501 21009
Expense	\$ 166,139.21	# 1380 24102 95300 56501 21009
Expense	\$ 49,026.69	# 1380 24106 95300 56501 21009
Expense	\$ 187,158.85	# 1380 24107 95300 56501 21009

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	PIES 5/20/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kgoodman@spokanecity.org	
<u>Additional Approvals</u>		aduffey@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		publicworksaccounting@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 2,090.00

Expense     \$ 405,735.86

Budget Account

# 4310 43387 94000 56501 99999

# 1380 24103 95300 56501 21009

Distribution List

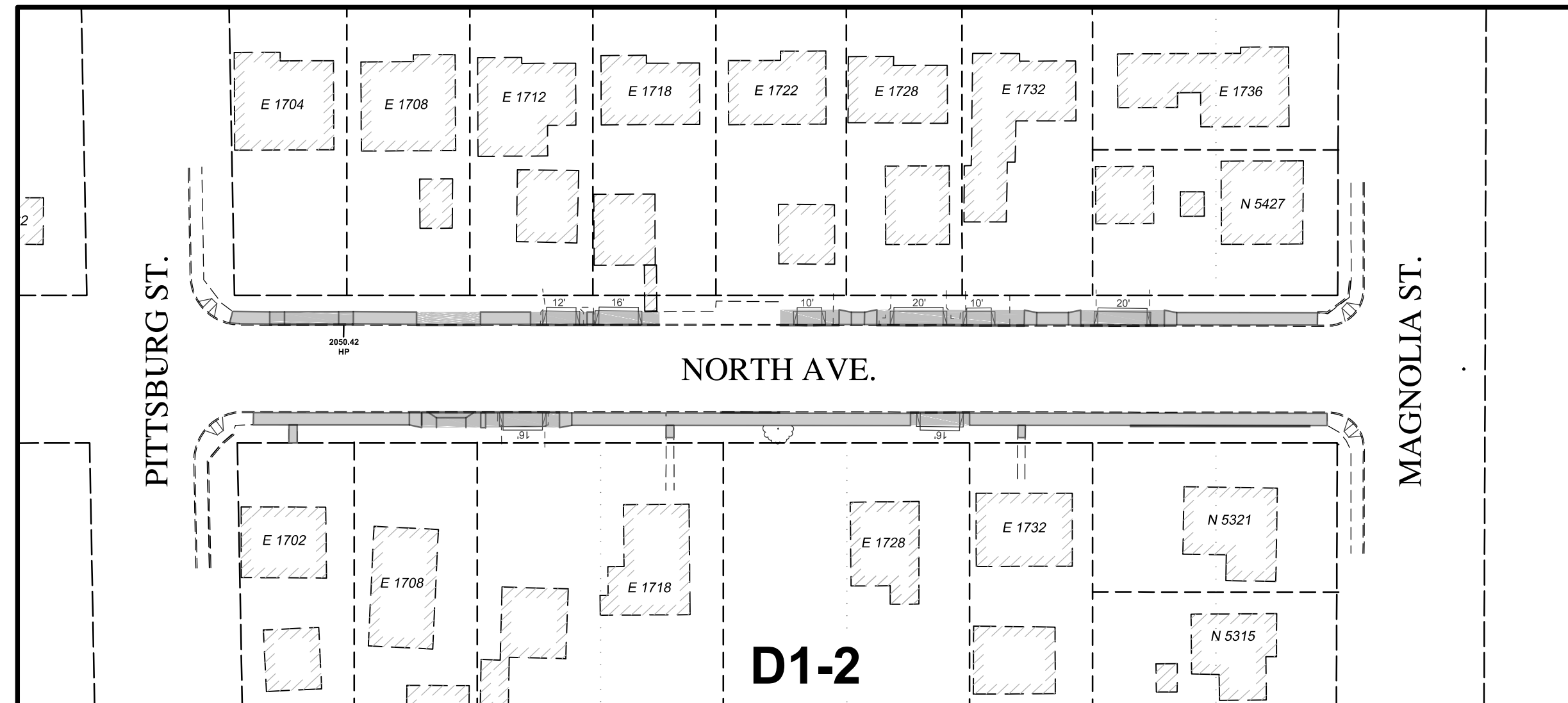

## Briefing Paper

### PIES

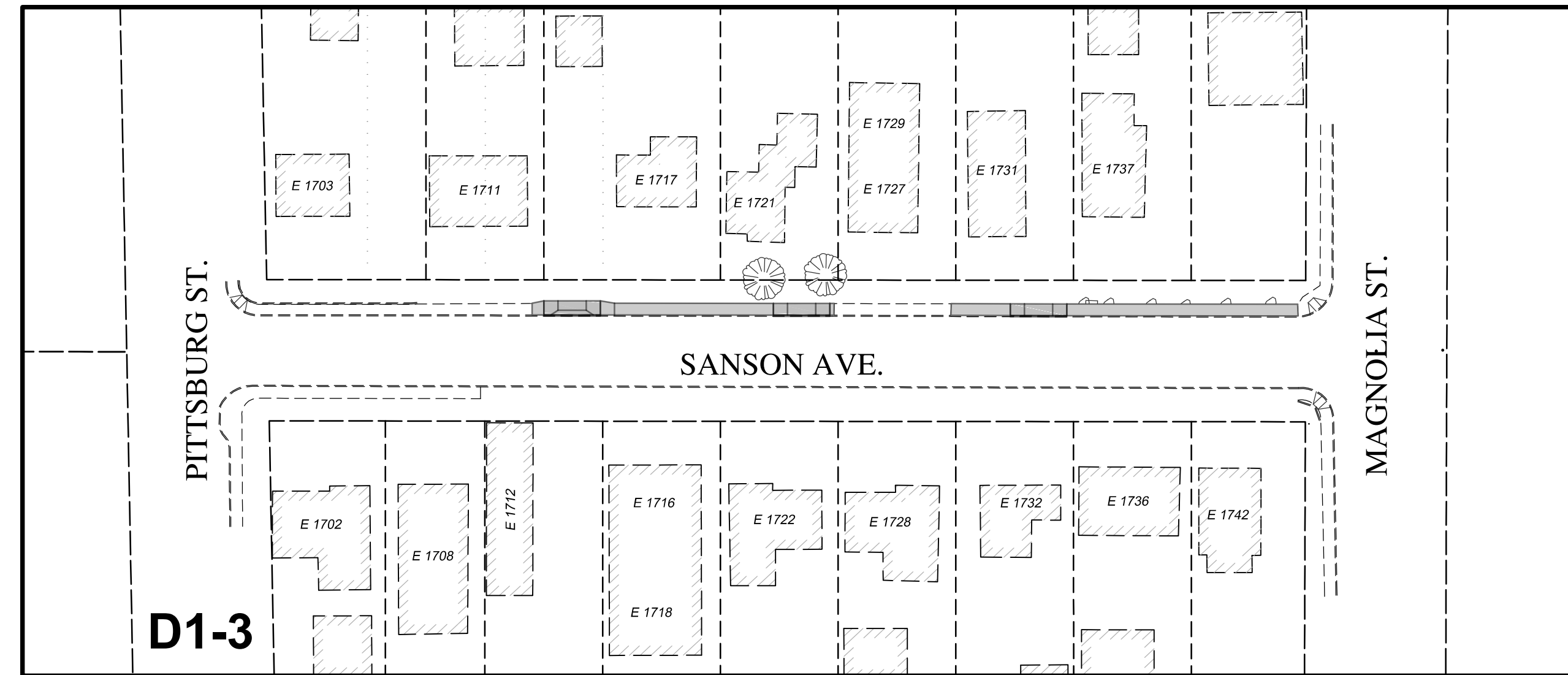
<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	Annual Neighborhood Traffic Calming Projects (Cycle 7)
<b>Date:</b>	May 20, 2019
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<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)	6 Year Street Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<u>Background/History:</u> <ul style="list-style-type: none"> <li>This is the annual neighborhood traffic calming project.</li> </ul>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>The project has components throughout the city.</li> <li>Project components include sidewalk infill, curb ramps, curb bumpouts, center islands, a HAWK signal and speed feedback signs.</li> <li>Refer to the attached three exhibits for more information.</li> <li>Also refer to table below for additional work not pictured in attached three exhibits.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> 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:	

Not pictured:

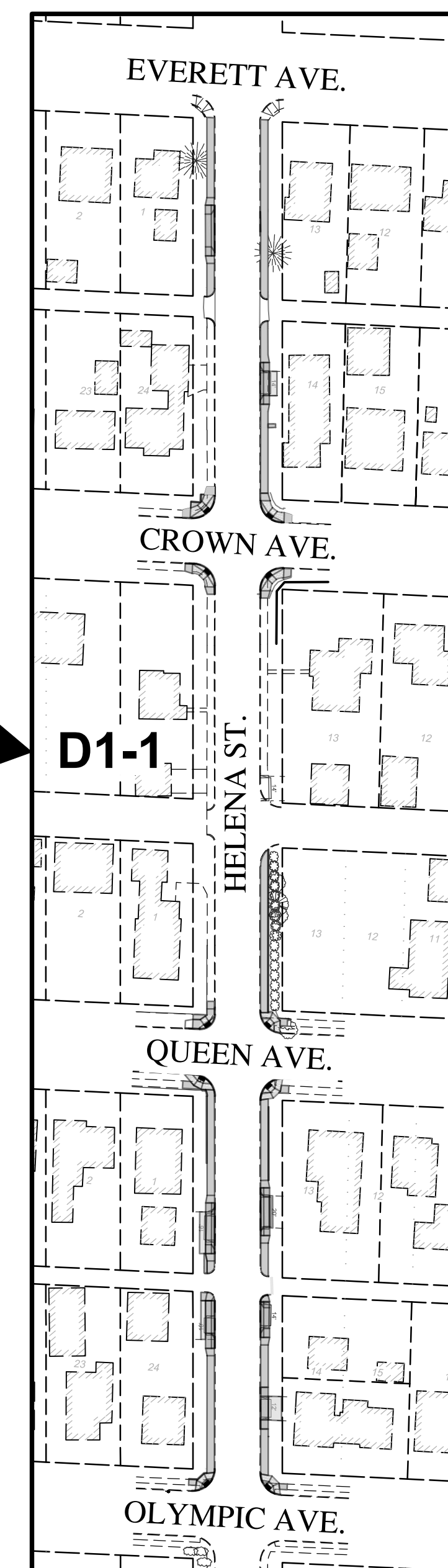
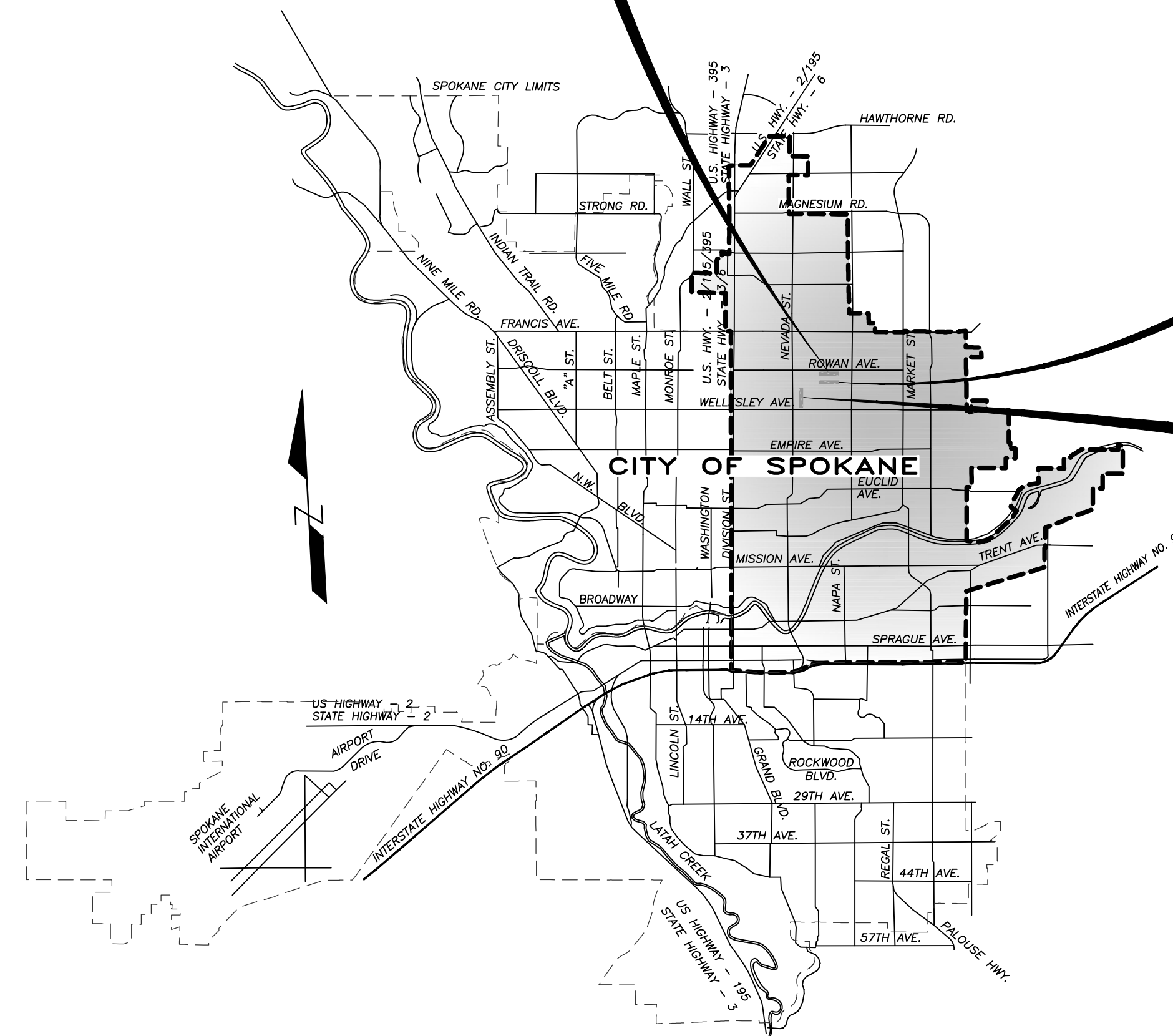
Location	What
Helena & Everett	School 20 MPH speed signs
9th & Cowley	Crosswalk
17th & Cook to Regal	Sharrows
Fiske & 12th to 17th	Sharrows
Rockwood & Syringa	Speed feedback sign
Rockwood & Sherman	Speed feedback sign
Freya & 42nd	Speed feedback sign
Freya & 45th	Speed feedback sign
NW Blvd & H Street	Speed feedback sign
NW Blvd & E Street	Speed feedback sign
Belt & Shadle Center	Crosswalk



Sidewalk infill



D1-3



D1-1

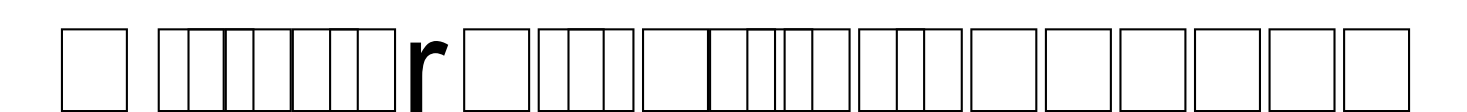
Sidewalk infill

## DISTRICT 1

G2-1 COVER SHEET, INDEX SHEET, VICINITY MAP

D1-1 HELENA STREET - OLYMPIC AVE. TO EVERETT AVE.  
D1-2 NORTH AVENUE - PITTSBURG ST. TO MAGNOLIA ST.  
D1-3 SANSON AVENUE - PITTSBURG ST. TO MAGNOLIA ST.

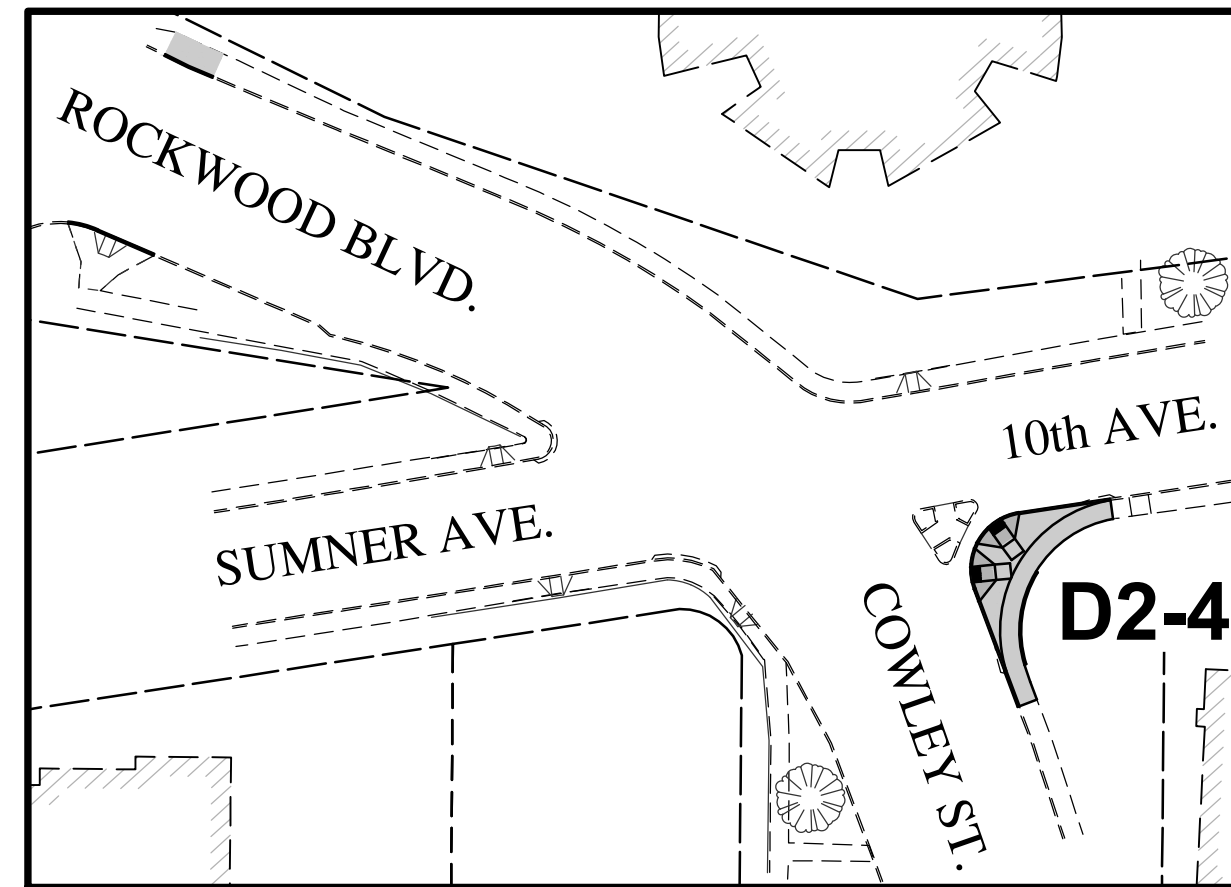
# DISTRICT 1



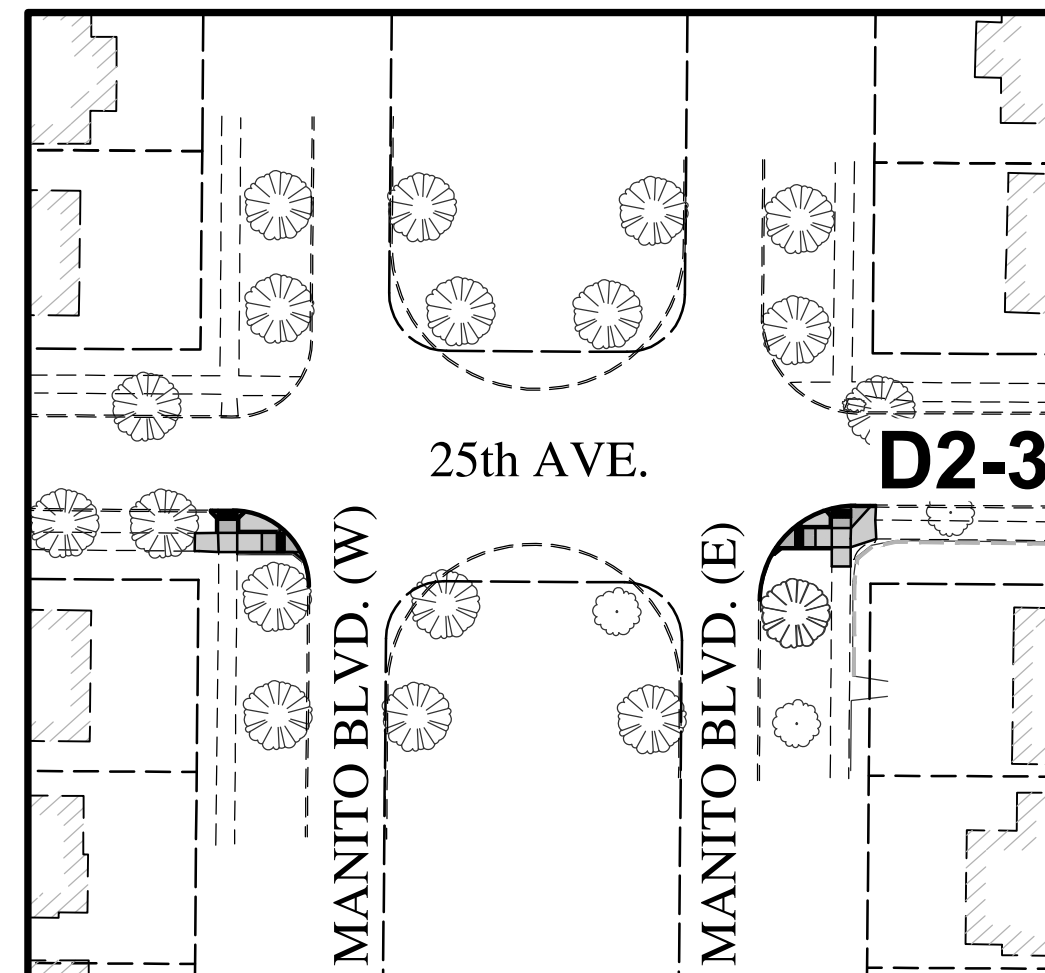
FOR THE CONSTRUCTION OF:  
PAVING, CURB, GUTTER, AND SIDEWALKS;  
STORM SEWER AND STRUCTURES;  
WATER, AND OTHER RELATED ITEMS.



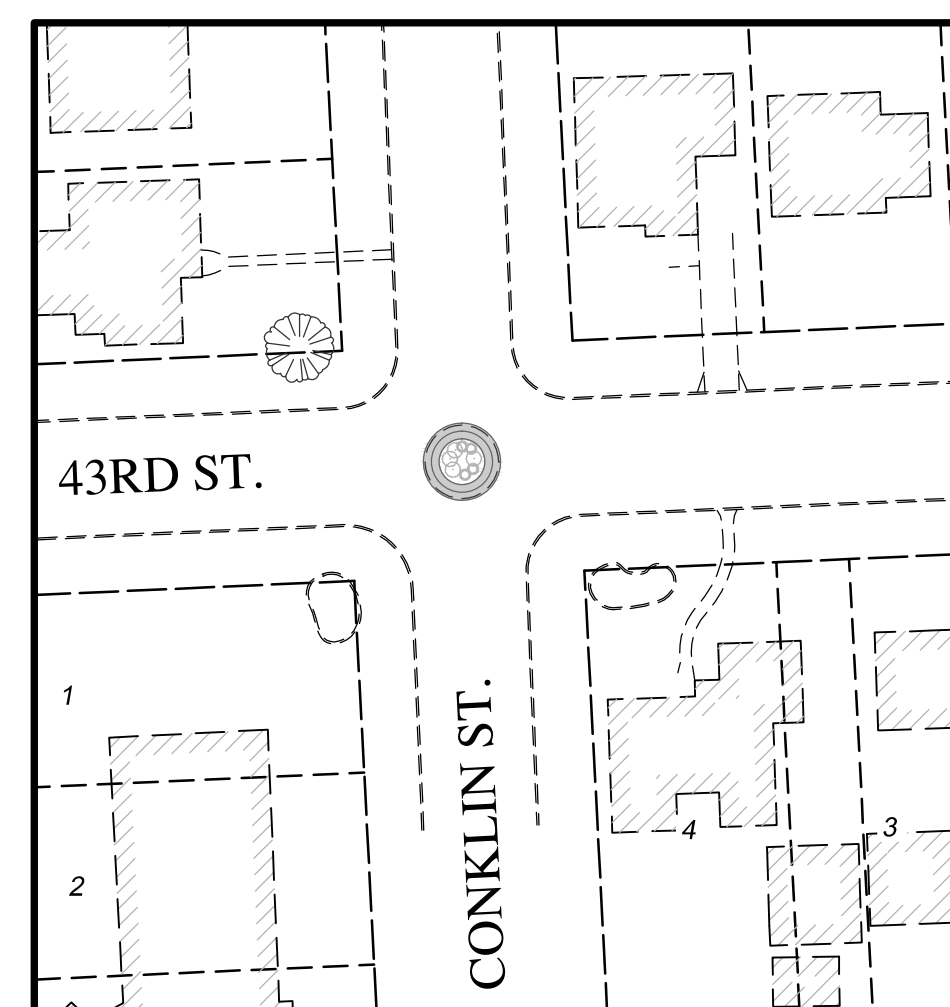




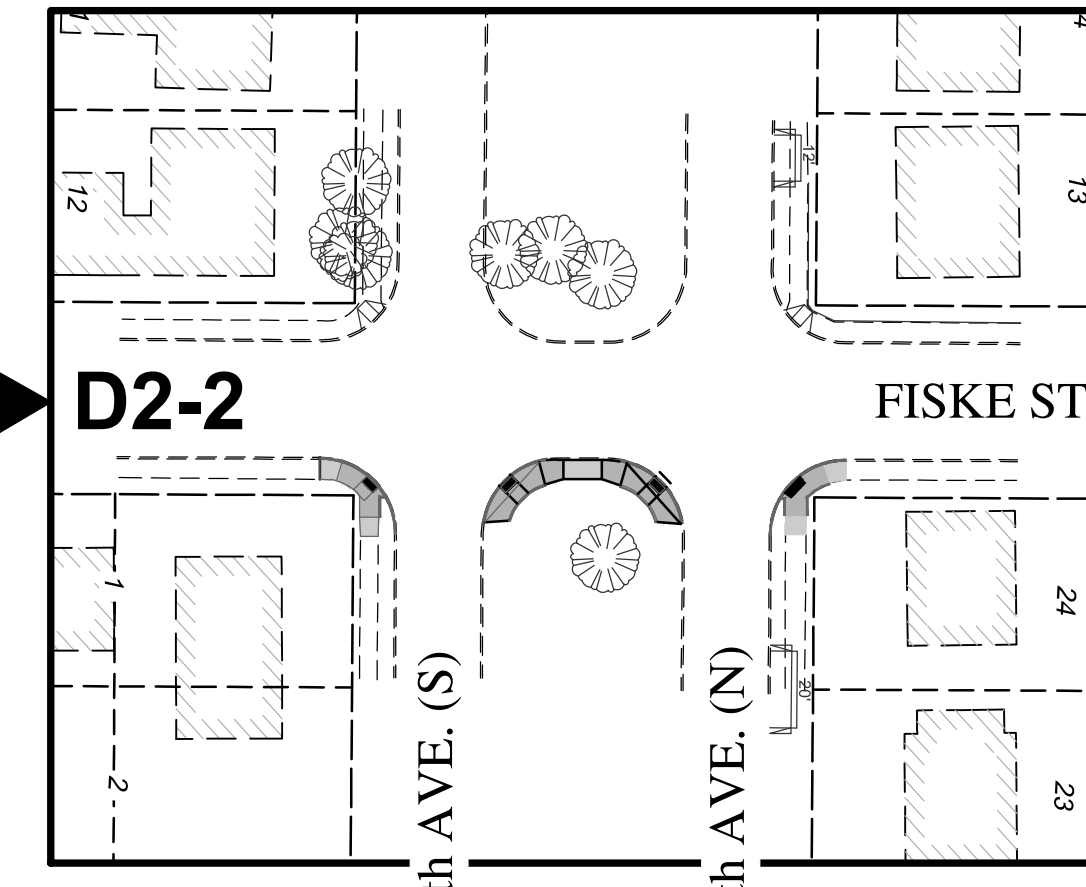
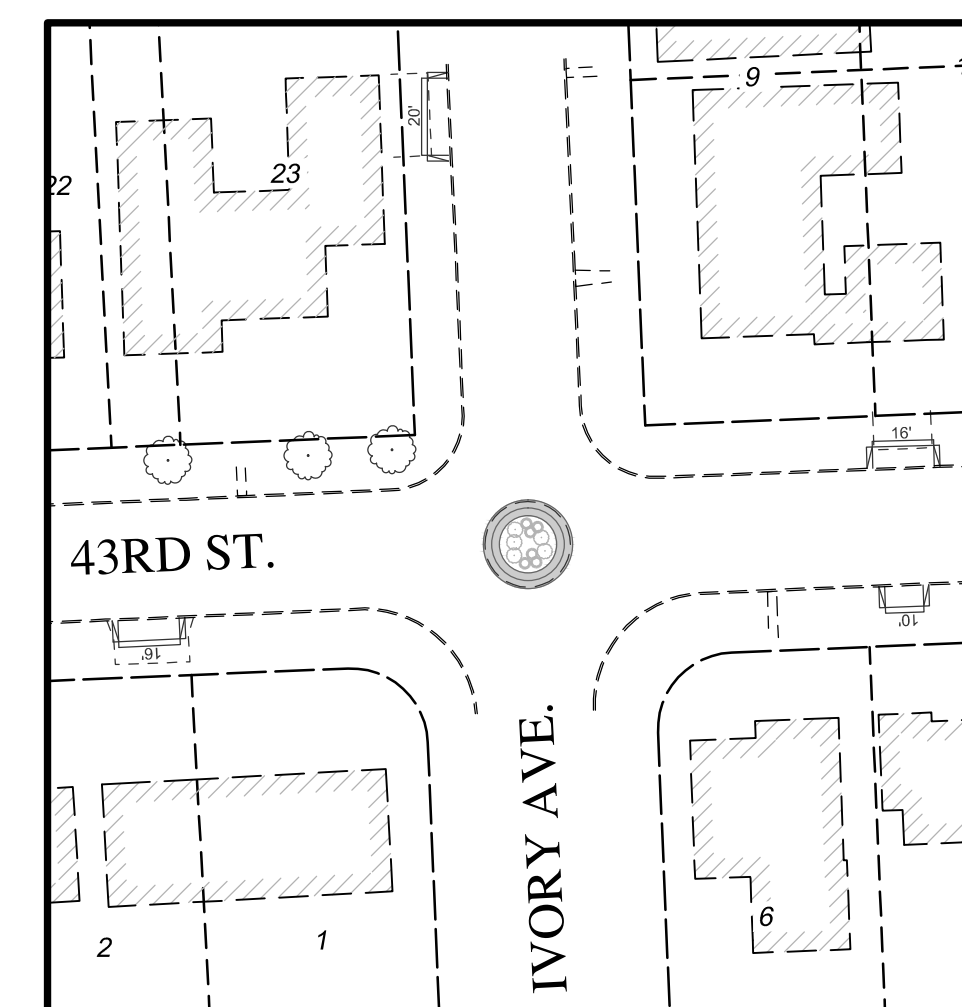
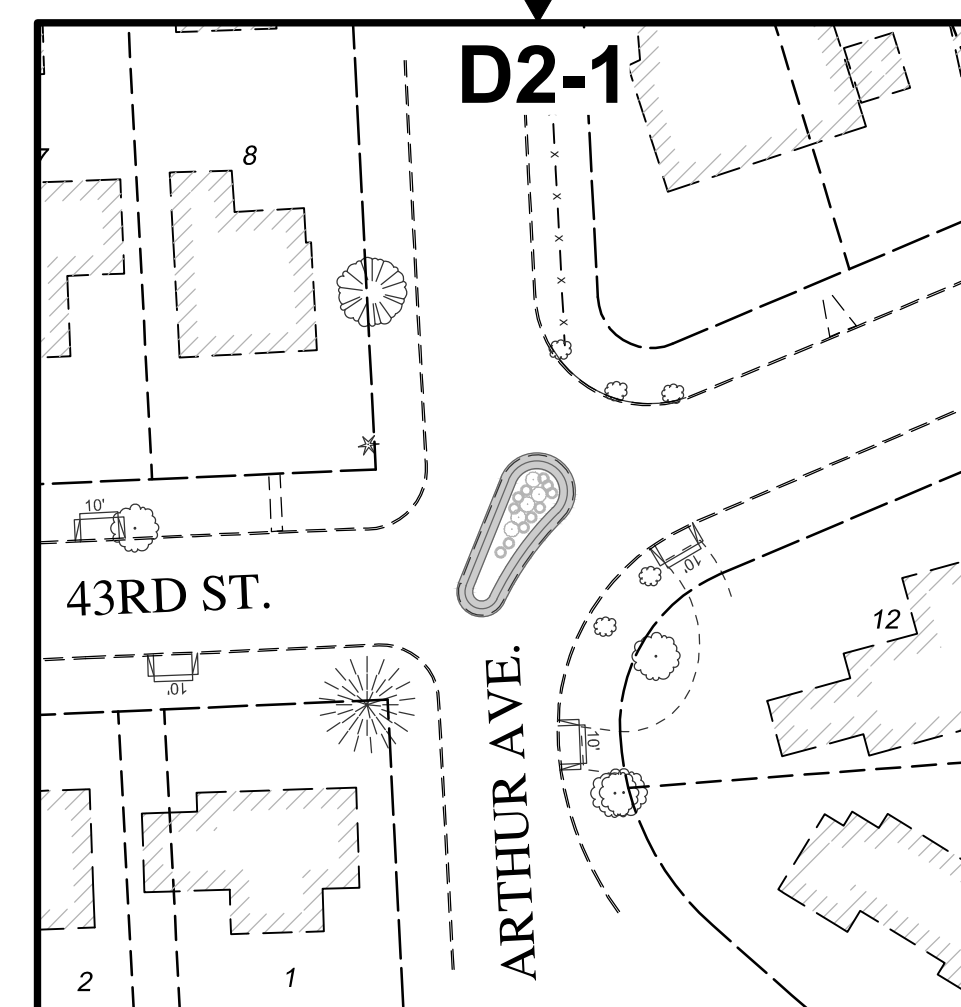
Crosswalk across 10th & radius revision



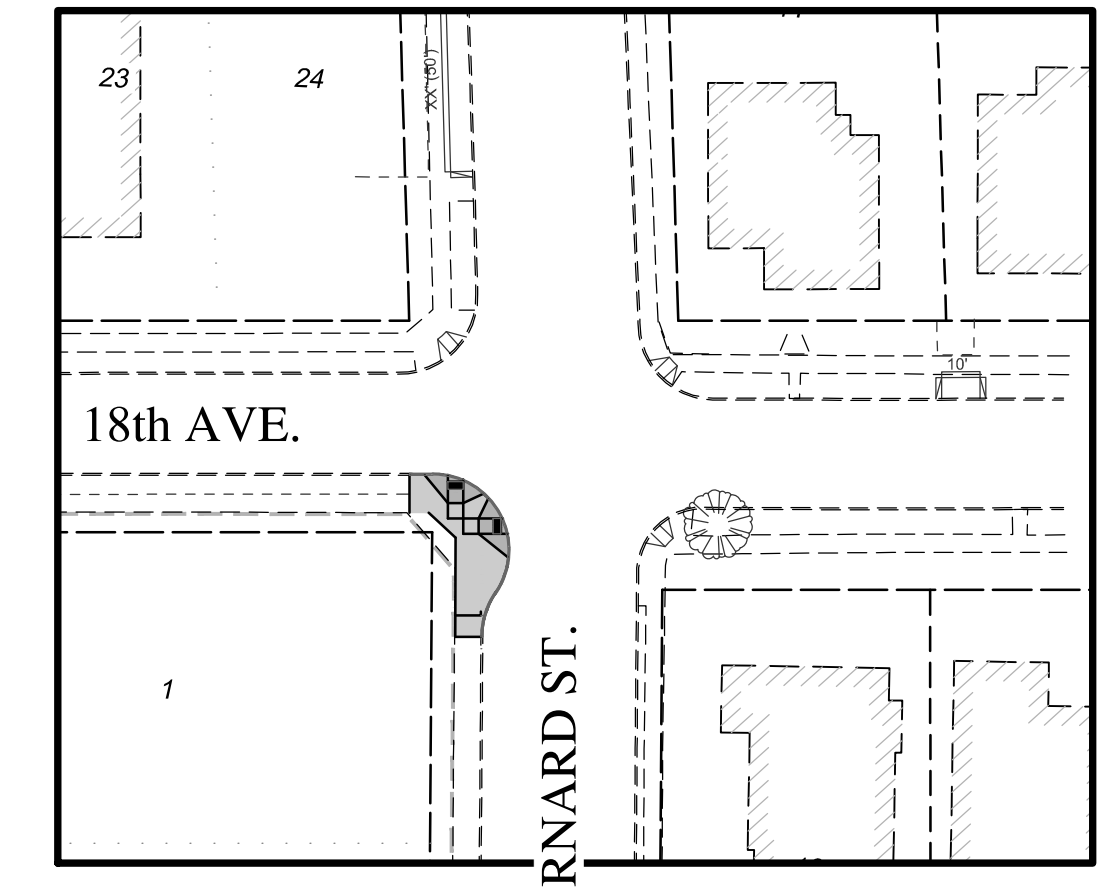
Crosswalk across Manito & ADA ramps



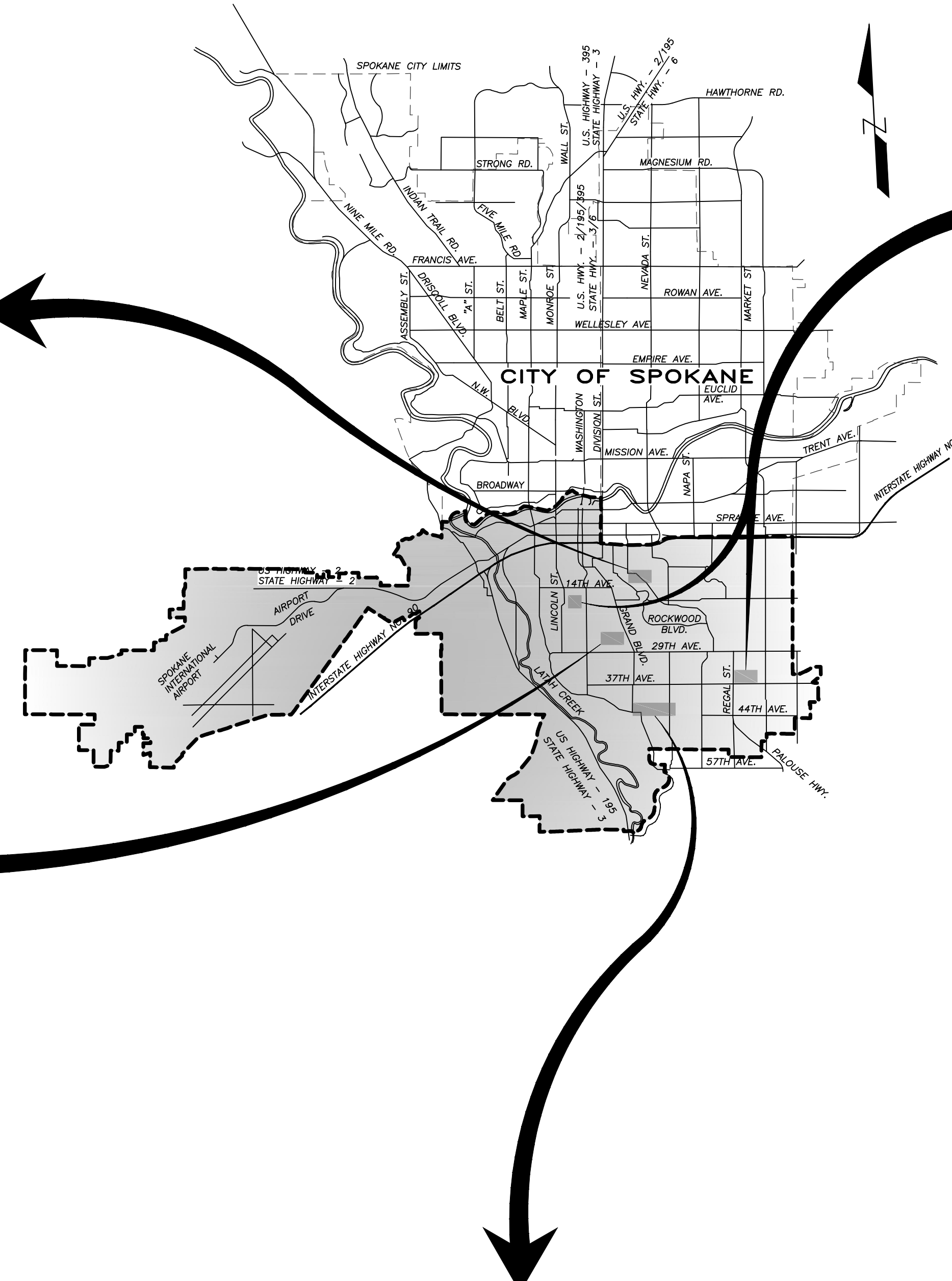
Traffic circles & associated signing



ADA ramps



Bumpout & crosswalk



## DISTRICT 2

G1-1 COVER SHEET, INDEX SHEET, VICINITY MAP

D2-1 43rd STREET - CONKLIN ST, ARTHUR ST, IVORY ST.

D2-2 35th AVE. & FISKE ST. 18th AVE. & BERNARD ST.

D2-3 25th AVE. & MANITO BLVD.

D2-4 10th AVE. & ROCKWOOD BLVD.

LS-1 43rd STREET - CONKLIN ST, ARTHUR ST, IVORY ST.

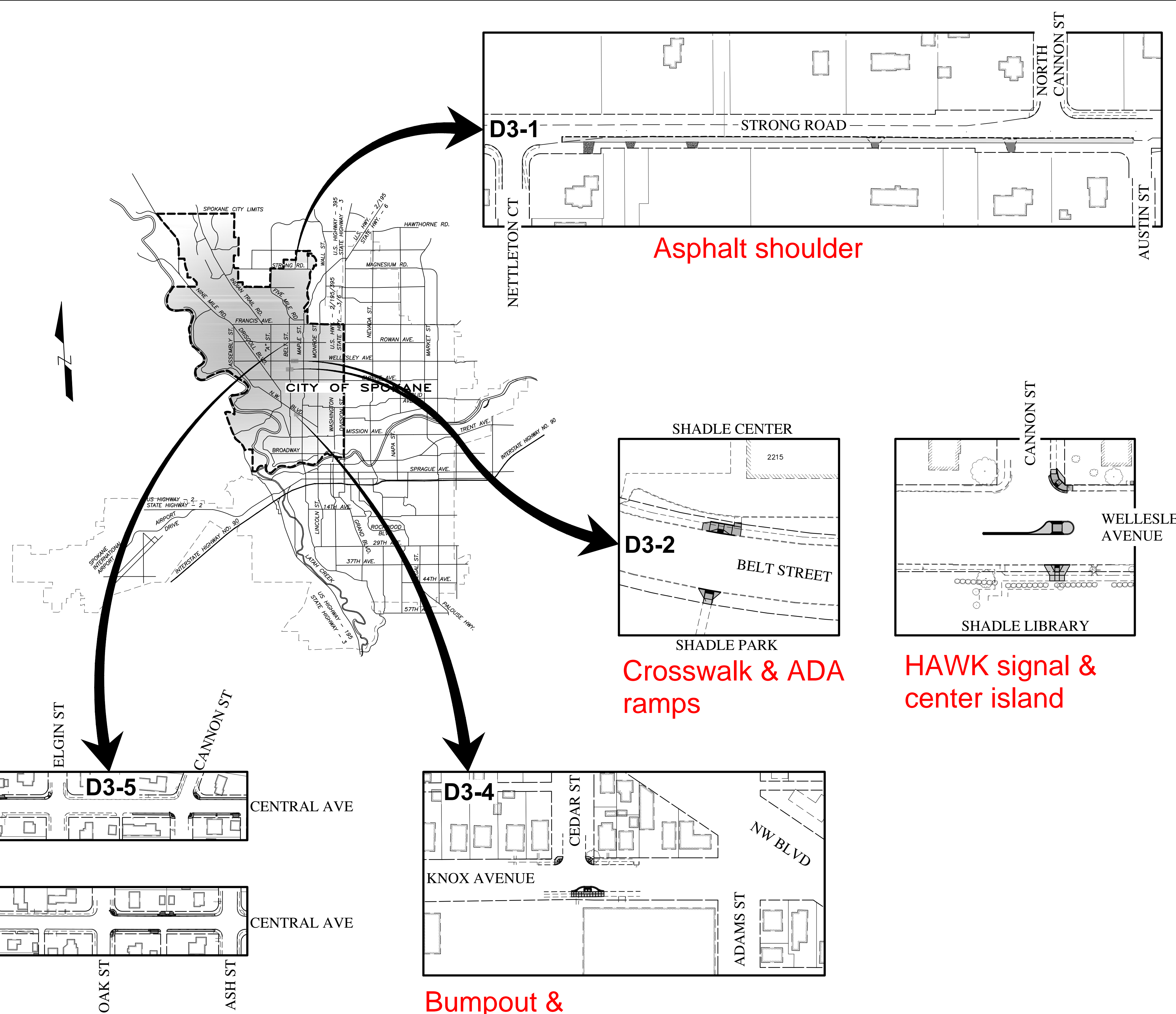
# DISTRICT 2



FOR THE CONSTRUCTION OF:  
PAVING, CURB, GUTTER, AND SIDEWALKS;  
STORM SEWER AND STRUCTURES;  
WATER, AND OTHER RELATED ITEMS.







Asphalt shoulder

Crosswalk & ADA ramps

HAWK signal & center island

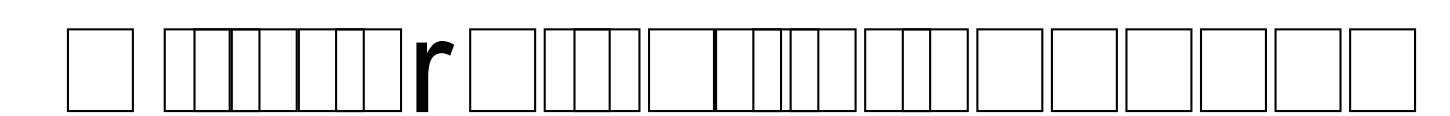
Sidewalk infill

Bumpout & crosswalk

### DISTRICT 3

- G3-1 COVER SHEET, INDEX SHEET, VICINITY MAP
- D3-1 STRONG ROAD - NETTLETON ST. TO AUSTIN RD.
- D3-2 BELT ST. @ SHADLE PARK  
WELLESLEY AVE. & CANNON ST.
- D3-3 KNOX AVE. & CEDAR ST.
- D3-4 CENTRAL AVENUE - BELT ST. TO ASH ST.

# DISTRICT 3



FOR THE CONSTRUCTION OF:  
PAVING, CURB, GUTTER, AND SIDEWALKS;  
STORM SEWER AND STRUCTURES;  
WATER, AND OTHER RELATED ITEMS.



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

**Project Number:** 2017046

**Project Description** Cycle 7 (2017) Traffic Calming

**Funding Source** Local

**Preparer** David St Pierre

**Original Date** 3/20/2019 7:06:46 AM

**Update Date** 5/20/2019 2:08:19 PM

**Addendum**

<b>Project Number: 2017046</b>			<b>Engineer's Estimate</b>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est. Qty</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**

Sales tax shall be included in unit prices

101	ADA FEATURES SURVEYING	1 LS	*****	8,000.00	*****	9,000.00	*****	12,600.00	*****	8,500.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,200.00	*****	1,000.00	*****	750.00	*****	1,000.00
104	POTHOLING	14 EA	450.00	6,300.00	200.00	2,800.00	250.00	3,500.00	561.00	7,854.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	8,000.00	*****	8,000.00	*****	27,131.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,500.00	*****	7,300.00	*****	5,000.00	*****	5,599.00
107	MOBILIZATION	1 LS	*****	136,000.00	*****	90,000.00	*****	73,322.00	*****	89,922.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	40,000.00	*****	4,000.00	*****	20,540.00	*****	47,110.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	30,000.00	*****	7,500.00	*****	20,540.00	*****	41,302.00
110	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	40,000.00	*****	18,000.00	*****	20,540.00	*****	33,993.00
111	SEQUENTIAL ARROW SIGN	1700 HR	5.00	8,500.00	4.25	7,225.00	3.00	5,100.00	3.00	5,100.00
112	TYPE III BARRICADE	34 EA	75.00	2,550.00	80.00	2,720.00	100.00	3,400.00	35.00	1,190.00
113	CLEARING AND GRUBBING	1 LS	*****	8,000.00	*****	4,000.00	*****	30,000.00	*****	21,650.00
114	AIR OR HYDRO EVACUATION	6 EA	750.00	4,500.00	725.00	4,350.00	750.00	4,500.00	750.00	4,500.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
115	TREE PROTECTION ZONE	39 EA	250.00	9,750.00	275.00	10,725.00	250.00	9,750.00	250.00	9,750.00
116	TREE PRUNING	27 EA	400.00	10,800.00	250.00	6,750.00	250.00	6,750.00	250.00	6,750.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	6,000.00	*****	5,000.00	*****	29,965.00
118	REMOVE EXISTING CURB	2142 LF	12.00	25,704.00	13.00	27,846.00	12.00	25,704.00	10.00	21,420.00
119	REMOVE EXISTING CURB AND GUTTER	92 LF	14.00	1,288.00	13.00	1,196.00	15.00	1,380.00	9.50	874.00
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	20.00	20,900.00	20.00	20,900.00	20.00	20,900.00	28.00	29,260.00
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	780.00	2,340.00	800.00	2,400.00	840.00	2,520.00	1,794.00	5,382.00
122	REMOVE EXISTING < 12 IN. DIAMETER PIPE	62 LF	30.00	1,860.00	20.00	1,240.00	30.00	1,860.00	73.50	4,557.00
123	SAWCUTTING CURB	125 EA	40.00	5,000.00	30.00	3,750.00	30.00	3,750.00	27.00	3,375.00
124	SAWCUTTING RIGID PAVEMENT	5887 LFI	1.40	8,241.80	1.50	8,830.50	1.00	5,887.00	1.10	6,475.70
125	SAWCUTTING FLEXIBLE PAVEMENT	28914 LFI	0.80	23,131.20	0.50	14,457.00	0.75	21,685.50	0.35	10,119.90
126	ROADWAY EXCAVATION INCL. HAUL	543 CY	31.00	16,833.00	35.00	19,005.00	65.00	35,295.00	32.00	17,376.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	33.00	1,980.00	35.00	2,100.00	75.00	4,500.00	97.50	5,850.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	48.00	2,880.00	48.00	2,880.00	75.00	4,500.00	122.00	7,320.00
129	PREPARATION OF UNTREATED ROADWAY	1128 SY	3.50	3,948.00	5.00	5,640.00	5.00	5,640.00	6.00	6,768.00
130	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1128 SY	3.00	3,384.00	4.00	4,512.00	7.50	8,460.00	2.50	2,820.00
131	CRUSHED SURFACING TOP COURSE	328 CY	56.00	18,368.00	38.00	12,464.00	70.00	22,960.00	64.00	20,992.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	284 CY	150.00	42,600.00	110.00	31,240.00	100.00	28,400.00	209.00	59,356.00
133	BALLAST	603 CY	50.00	30,150.00	60.00	36,180.00	65.00	39,195.00	42.00	25,326.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
134	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1351 SY	25.00	33,775.00	37.00	49,987.00	27.50	37,152.50	24.00	32,424.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	33 SY	90.00	2,970.00	100.00	3,300.00	132.00	4,356.00	114.00	3,762.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	31 SY	110.00	3,410.00	100.00	3,100.00	154.00	4,774.00	119.00	3,689.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	358 SY	120.00	42,960.00	85.00	30,430.00	82.50	29,535.00	58.00	20,764.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1017 SY	45.00	45,765.00	34.00	34,578.00	35.50	36,103.50	28.00	28,476.00
139	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	35.00	1,470.00	50.00	2,100.00	57.50	2,415.00	59.00	2,478.00
140	SOIL RESIDUAL HERBICIDE	1244 SY	5.00	6,220.00	0.50	622.00	1.00	1,244.00	0.75	933.00
141	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1727 SY	55.00	94,985.00	32.00	55,264.00	35.00	60,445.00	29.00	50,083.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	750.00	750.00	700.00	700.00	750.00	750.00	420.00	420.00
143	CATCH BASIN TYPE 1	1 EA	2,800.00	2,800.00	3,000.00	3,000.00	2,600.00	2,600.00	2,734.00	2,734.00
144	CATCH BASIN TYPE 3	1 EA	3,200.00	3,200.00	3,500.00	3,500.00	3,500.00	3,500.00	3,017.00	3,017.00
145	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME VANED GRATE	5 EA	1,000.00	5,000.00	800.00	4,000.00	1,500.00	7,500.00	644.00	3,220.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	8 EA	1,000.00	8,000.00	850.00	6,800.00	1,500.00	12,000.00	644.00	5,152.00
147	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	850.00	850.00	1,800.00	1,800.00	800.00	800.00
148	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER	1 EA	1,000.00	1,000.00	850.00	850.00	1,200.00	1,200.00	602.00	602.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	900.00	2,700.00	750.00	2,250.00	900.00	2,700.00	602.00	1,806.00
150	VALVE BOX AND COVER	4 EA	450.00	1,800.00	400.00	1,600.00	750.00	3,000.00	577.00	2,308.00
151	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	500.00	500.00	350.00	350.00	875.00	875.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	45.00	630.00	10.00	140.00	75.00	1,050.00	97.50	1,365.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	65.00	910.00	40.00	560.00	75.00	1,050.00	122.00	1,708.00
154	TRENCH SAFETY SYSTEM	1 LS	*****	2,500.00	*****	100.00	*****	500.00	*****	2,000.00
155	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	75 LF	70.00	5,250.00	100.00	7,500.00	75.00	5,625.00	152.00	11,400.00
156	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	1,000.00	4,000.00	700.00	2,800.00	750.00	3,000.00	770.00	3,080.00
157	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	850.00	850.00	700.00	700.00	1,000.00	1,000.00	770.00	770.00
158	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	1,500.00	*****	1,000.00	*****	3,512.00
159	ESC LEAD	1 LS	*****	2,000.00	*****	1,500.00	*****	750.00	*****	3,041.00
160	INLET PROTECTION	90 EA	110.00	9,900.00	75.00	6,750.00	75.00	6,750.00	118.50	10,665.00
161	TOPSOIL TYPE A, 2 INCH THICK	953 SY	10.00	9,530.00	12.00	11,436.00	3.25	3,097.25	3.50	3,335.50
162	TOPSOIL TYPE A, TRAFFIC CIRCLES	73 CY	30.00	2,190.00	25.00	1,825.00	47.00	3,431.00	55.00	4,015.00
163	BASALT COBBLE MULCH, 8 - 12 INCH THICK	53 SY	20.00	1,060.00	60.00	3,180.00	33.00	1,749.00	32.00	1,696.00
164	HYDROSEEDING	205 SY	6.00	1,230.00	5.00	1,025.00	4.50	922.50	4.20	861.00
165	SOD INSTALLATION	748 SY	15.00	11,220.00	18.00	13,464.00	14.00	10,472.00	14.75	11,033.00
166	POTTED PLANT, 2 GAL.	15 EA	45.00	675.00	50.00	750.00	140.00	2,100.00	131.50	1,972.50

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
167	POTTED PLANT, 5 GAL.	8 EA	80.00	640.00	70.00	560.00	220.00	1,760.00	210.00	1,680.00
168	SWALE DRAIN PAD	1 SY	125.00	125.00	150.00	150.00	300.00	300.00	125.00	125.00
169	CURB DROP INLET	2 EA	180.00	360.00	200.00	400.00	300.00	600.00	125.00	250.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	3,500.00	*****	13,500.00	*****	17,500.00
171	CEMENT CONCRETE CURB	2963 LF	40.00	118,520.00	26.00	77,038.00	35.00	103,705.00	26.50	78,519.50
172	CEMENT CONC. CURB AND GUTTER	105 LF	40.00	4,200.00	38.00	3,990.00	45.00	4,725.00	29.00	3,045.00
173	TRAFFIC CIRCLE CEMENT CONCRETE CURB	229 LF	65.00	14,885.00	38.00	8,702.00	35.00	8,015.00	58.00	13,282.00
174	CEMENT CONCRETE DRIVEWAY	587 SY	80.00	46,960.00	65.00	38,155.00	85.00	49,895.00	70.00	41,090.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	211 SY	70.00	14,770.00	56.00	11,816.00	75.00	15,825.00	70.00	14,770.00
176	CHANNELIZING DEVICES - TYPE 4	1 EA	300.00	300.00	300.00	300.00	265.00	265.00	247.00	247.00
177	MODIFY FENCING	1 LS	*****	10,000.00	*****	2,000.00	*****	4,000.00	*****	5,693.00
178	CEMENT CONC. SIDEWALK	2429 SY	65.00	157,885.00	56.00	136,024.00	65.00	157,885.00	54.00	131,166.00
179	FLOW THROUGH SIDEWALK	1 LS	*****	3,000.00	*****	1,100.00	*****	2,500.00	*****	2,700.00
180	RAMP DETECTABLE WARNING	336 SF	30.00	10,080.00	22.50	7,560.00	20.00	6,720.00	20.00	6,720.00
181	PEDESTRIAN HYBRID BEACON SYSTEM	1 LS	*****	60,000.00	*****	35,000.00	*****	37,000.00	*****	32,237.00
182	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	20,000.00	*****	9,300.00	*****	9,500.00	*****	9,398.00
183	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	1,000.00	*****	5,500.00	*****	5,250.00	*****	5,250.00
184	DRIVER FEEDBACK SIGN - ROCKWOOD BOULEVARD	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00
185	DRIVER FEEDBACK SIGN - FREYA STREET	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00



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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
186	DRIVER FEEDBACK SIGN - NORTHWEST BOULEVARD	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00
187	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	3,500.00	*****	2,950.00	*****	3,000.00	*****	2,746.00
188	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	20,000.00	*****	2,400.00	*****	23,000.00	*****	21,931.00
189	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	18,000.00	*****	8,800.00	*****	10,000.00	*****	8,925.00
190	REMOVAL OF EXISTING PAVEMENT MARKINGS	121 SF	4.50	544.50	18.00	2,178.00	20.00	2,420.00	18.20	2,202.20
191	PAVEMENT MARKING - DURABLE HEAT APPLIED	982 SF	10.00	9,820.00	9.00	8,838.00	10.00	9,820.00	8.85	8,690.70
192	PAVEMENT MARKING - PAINT	327 SF	11.00	3,597.00	1.25	408.75	2.00	654.00	1.40	457.80
193	WORD AND SYMBOL MARKING - DURABLE HEAT APPLIED	18 SF	200.00	3,600.00	275.00	4,950.00	220.00	3,960.00	210.00	3,780.00
194	PERMANENT DOT LANE MARKER 4X6	29 EA	5.00	145.00	8.00	232.00	17.00	493.00	15.80	458.20
195	TREMPORARY PAVEMENT MARKING - DISTRICT 3	1 LS	*****	500.00	*****	500.00	*****	2,500.00	*****	3,250.00
196	CEMENT CONCRETE STEPS	1 EA	550.00	550.00	600.00	600.00	1,500.00	1,500.00	650.00	650.00
197	REINFORCED DOWELED CURB	178 LF	25.00	4,450.00	20.00	3,560.00	20.00	3,560.00	35.50	6,319.00
198	TRAFFIC ISLAND CONCRETE	29 SY	80.00	2,320.00	75.00	2,175.00	80.00	2,320.00	74.00	2,146.00
199	TRAFFIC CIRCLE COLORED CONCRETE	43 SY	150.00	6,450.00	120.00	5,160.00	100.00	4,300.00	275.00	11,825.00
200	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5 FT. WIDE	24 LF	85.00	2,040.00	60.00	1,440.00	75.00	1,800.00	49.00	1,176.00
<i>Schedule Totals</i>				1,494,600.50		1,082,959.25		1,267,673.25		1,288,778.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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>					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	8,000.00	*****	35,000.00	*****	35,000.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	1,200.00	*****	1,200.00	*****	650.00	*****	0.00
104	POTHOLING	14 EA	450.00	6,300.00	225.00	3,150.00	420.00	5,880.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	25,000.00	*****	15,000.00	*****	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,500.00	*****	3,500.00	*****	5,500.00	*****	0.00
107	MOBILIZATION	1 LS	*****	136,000.00	*****	165,000.00	*****	140,000.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	40,000.00	*****	25,000.00	*****	25,000.00	*****	0.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	30,000.00	*****	25,000.00	*****	30,000.00	*****	0.00
110	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	40,000.00	*****	25,000.00	*****	60,000.00	*****	0.00
111	SEQUENTIAL ARROW SIGN	1700 HR	5.00	8,500.00	15.00	25,500.00	1.75	2,975.00	0.00	0.00
112	TYPE III BARRICADE	34 EA	75.00	2,550.00	85.00	2,890.00	210.00	7,140.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	8,000.00	*****	32,000.00	*****	45,000.00	*****	0.00
114	AIR OR HYDRO EVACUATION	6 EA	750.00	4,500.00	350.00	2,100.00	765.00	4,590.00	0.00	0.00
115	TREE PROTECTION ZONE	39 EA	250.00	9,750.00	500.00	19,500.00	255.00	9,945.00	0.00	0.00
116	TREE PRUNING	27 EA	400.00	10,800.00	500.00	13,500.00	255.00	6,885.00	0.00	0.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	8,500.00	*****	15,000.00	*****	0.00
118	REMOVE EXISTING CURB	2142 LF	12.00	25,704.00	12.00	25,704.00	9.00	19,278.00	0.00	0.00
119	REMOVE EXISTING CURB AND GUTTER	92 LF	14.00	1,288.00	15.00	1,380.00	11.00	1,012.00	0.00	0.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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>					Sales tax shall be included in unit prices					
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	20.00	20,900.00	15.00	15,675.00	20.50	21,422.50	0.00	0.00
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	780.00	2,340.00	450.00	1,350.00	570.00	1,710.00	0.00	0.00
122	REMOVE EXISTING < 12 IN. DIAMETER PIPE	62 LF	30.00	1,860.00	20.00	1,240.00	40.00	2,480.00	0.00	0.00
123	SAWCUTTING CURB	125 EA	40.00	5,000.00	38.00	4,750.00	39.00	4,875.00	0.00	0.00
124	SAWCUTTING RIGID PAVEMENT	5887 LFI	1.40	8,241.80	1.25	7,358.75	1.50	8,830.50	0.00	0.00
125	SAWCUTTING FLEXIBLE PAVEMENT	28914 LFI	0.80	23,131.20	0.65	18,794.10	0.35	10,119.90	0.00	0.00
126	ROADWAY EXCAVATION INCL. HAUL	543 CY	31.00	16,833.00	25.00	13,575.00	42.50	23,077.50	0.00	0.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	33.00	1,980.00	25.00	1,500.00	61.50	3,690.00	0.00	0.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	48.00	2,880.00	18.00	1,080.00	57.00	3,420.00	0.00	0.00
129	PREPARATION OF UNTREATED ROADWAY	1128 SY	3.50	3,948.00	2.25	2,538.00	11.50	12,972.00	0.00	0.00
130	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1128 SY	3.00	3,384.00	4.00	4,512.00	4.00	4,512.00	0.00	0.00
131	CRUSHED SURFACING TOP COURSE	328 CY	56.00	18,368.00	33.00	10,824.00	72.00	23,616.00	0.00	0.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	284 CY	150.00	42,600.00	65.00	18,460.00	84.00	23,856.00	0.00	0.00
133	BALLAST	603 CY	50.00	30,150.00	35.00	21,105.00	85.00	51,255.00	0.00	0.00
134	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1351 SY	25.00	33,775.00	25.00	33,775.00	25.00	33,775.00	0.00	0.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	33 SY	90.00	2,970.00	115.00	3,795.00	122.50	4,042.50	0.00	0.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	31 SY	110.00	3,410.00	125.00	3,875.00	128.00	3,968.00	0.00	0.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	358 SY	120.00	42,960.00	65.00	23,270.00	61.50	22,017.00	0.00	0.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1017 SY	45.00	45,765.00	30.00	30,510.00	30.00	30,510.00	0.00	0.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
139	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	35.00	1,470.00	60.00	2,520.00	65.00	2,730.00	0.00	0.00
140	SOIL RESIDUAL HERBICIDE	1244 SY	5.00	6,220.00	2.00	2,488.00	1.15	1,430.60	0.00	0.00
141	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1727 SY	55.00	94,985.00	18.00	31,086.00	21.50	37,130.50	0.00	0.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	750.00	750.00	550.00	550.00	725.00	725.00	0.00	0.00
143	CATCH BASIN TYPE 1	1 EA	2,800.00	2,800.00	2,500.00	2,500.00	2,200.00	2,200.00	0.00	0.00
144	CATCH BASIN TYPE 3	1 EA	3,200.00	3,200.00	2,800.00	2,800.00	2,800.00	2,800.00	0.00	0.00
145	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME VANED GRATE	5 EA	1,000.00	5,000.00	850.00	4,250.00	695.00	3,475.00	0.00	0.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	8 EA	1,000.00	8,000.00	850.00	6,800.00	695.00	5,560.00	0.00	0.00
147	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	850.00	850.00	825.00	825.00	0.00	0.00
148	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER	1 EA	1,000.00	1,000.00	1,200.00	1,200.00	650.00	650.00	0.00	0.00
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	900.00	2,700.00	650.00	1,950.00	650.00	1,950.00	0.00	0.00
150	VALVE BOX AND COVER	4 EA	450.00	1,800.00	350.00	1,400.00	630.00	2,520.00	0.00	0.00
151	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	500.00	500.00	600.00	600.00	0.00	0.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	45.00	630.00	35.00	490.00	135.00	1,890.00	0.00	0.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	65.00	910.00	35.00	490.00	55.00	770.00	0.00	0.00
154	TRENCH SAFETY SYSTEM	1 LS	*****	2,500.00	*****	1,500.00	*****	2,000.00	*****	0.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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>					Sales tax shall be included in unit prices					
155	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	75 LF	70.00	5,250.00	85.00	6,375.00	105.00	7,875.00	0.00	0.00
156	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	1,000.00	4,000.00	350.00	1,400.00	625.00	2,500.00	0.00	0.00
157	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	850.00	850.00	1,500.00	1,500.00	625.00	625.00	0.00	0.00
158	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	2,500.00	*****	3,500.00	*****	0.00
159	ESC LEAD	1 LS	*****	2,000.00	*****	500.00	*****	1,000.00	*****	0.00
160	INLET PROTECTION	90 EA	110.00	9,900.00	125.00	11,250.00	80.00	7,200.00	0.00	0.00
161	TOPSOIL TYPE A, 2 INCH THICK	953 SY	10.00	9,530.00	9.00	8,577.00	12.00	11,436.00	0.00	0.00
162	TOPSOIL TYPE A, TRAFFIC CIRCLES	73 CY	30.00	2,190.00	105.00	7,665.00	72.00	5,256.00	0.00	0.00
163	BASALT COBBLE MULCH, 8 - 12 INCH THICK	53 SY	20.00	1,060.00	65.00	3,445.00	30.00	1,590.00	0.00	0.00
164	HYDROSEEDING	205 SY	6.00	1,230.00	8.00	1,640.00	10.00	2,050.00	0.00	0.00
165	SOD INSTALLATION	748 SY	15.00	11,220.00	18.00	13,464.00	8.00	5,984.00	0.00	0.00
166	POTTED PLANT, 2 GAL.	15 EA	45.00	675.00	65.00	975.00	25.00	375.00	0.00	0.00
167	POTTED PLANT, 5 GAL.	8 EA	80.00	640.00	85.00	680.00	85.00	680.00	0.00	0.00
168	SWALE DRAIN PAD	1 SY	125.00	125.00	125.00	125.00	420.00	420.00	0.00	0.00
169	CURB DROP INLET	2 EA	180.00	360.00	195.00	390.00	1,500.00	3,000.00	0.00	0.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	45,000.00	*****	8,500.00	*****	0.00
171	CEMENT CONCRETE CURB	2963 LF	40.00	118,520.00	22.00	65,186.00	37.00	109,631.00	0.00	0.00
172	CEMENT CONC. CURB AND GUTTER	105 LF	40.00	4,200.00	60.00	6,300.00	42.00	4,410.00	0.00	0.00

<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
173	TRAFFIC CIRCLE CEMENT CONCRETE CURB	229 LF	65.00	14,885.00	45.00	10,305.00	75.00	17,175.00	0.00	0.00
174	CEMENT CONCRETE DRIVEWAY	587 SY	80.00	46,960.00	65.00	38,155.00	90.00	52,830.00	0.00	0.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	211 SY	70.00	14,770.00	70.00	14,770.00	90.00	18,990.00	0.00	0.00
176	CHANNELIZING DEVICES - TYPE 4	1 EA	300.00	300.00	500.00	500.00	270.00	270.00	0.00	0.00
177	MODIFY FENCING	1 LS	*****	10,000.00	*****	6,500.00	*****	3,700.00	*****	0.00
178	CEMENT CONC. SIDEWALK	2429 SY	65.00	157,885.00	60.00	145,740.00	70.00	170,030.00	0.00	0.00
179	FLOW THROUGH SIDEWALK	1 LS	*****	3,000.00	*****	12,000.00	*****	3,350.00	*****	0.00
180	RAMP DETECTABLE WARNING	336 SF	30.00	10,080.00	30.00	10,080.00	23.00	7,728.00	0.00	0.00
181	PEDESTRIAN HYBRID BEACON SYSTEM	1 LS	*****	60,000.00	*****	35,000.00	*****	35,500.00	*****	0.00
182	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	20,000.00	*****	9,500.00	*****	10,500.00	*****	0.00
183	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	1,000.00	*****	6,500.00	*****	5,800.00	*****	0.00
184	DRIVER FEEDBACK SIGN - ROCKWOOD BOULEVARD	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
185	DRIVER FEEDBACK SIGN - FREYA STREET	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
186	DRIVER FEEDBACK SIGN - NORTHWEST BOULEVARD	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
187	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	3,500.00	*****	3,500.00	*****	3,000.00	*****	0.00
188	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	20,000.00	*****	25,000.00	*****	23,500.00	*****	0.00
189	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	18,000.00	*****	9,500.00	*****	9,600.00	*****	0.00
190	REMOVAL OF EXISTING PAVEMENT MARKINGS	121 SF	4.50	544.50	20.00	2,420.00	20.00	2,420.00	0.00	0.00



<i>Project Number:</i> <b>2017046</b>			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
191	PAVEMENT MARKING - DURABLE HEAT APPLIED	982 SF	10.00	9,820.00	10.00	9,820.00	10.00	9,820.00	0.00	0.00
192	PAVEMENT MARKING - PAINT	327 SF	11.00	3,597.00	2.00	654.00	1.50	490.50	0.00	0.00
193	WORD AND SYMBOL MARKING - DURABLE HEAT APPLIED	18 SF	200.00	3,600.00	225.00	4,050.00	225.00	4,050.00	0.00	0.00
194	PERMANENT DOT LANE MARKER 4X6	29 EA	5.00	145.00	17.00	493.00	20.00	580.00	0.00	0.00
195	TREMPORARY PAVEMENT MARKING - DISTRICT 3	1 LS	*****	500.00	*****	6,500.00	*****	1,000.00	*****	0.00
196	CEMENT CONCRETE STEPS	1 EA	550.00	550.00	215.00	215.00	1,200.00	1,200.00	0.00	0.00
197	REINFORCED DOWELED CURB	178 LF	25.00	4,450.00	40.00	7,120.00	50.00	8,900.00	0.00	0.00
198	TRAFFIC ISLAND CONCRETE	29 SY	80.00	2,320.00	85.00	2,465.00	115.00	3,335.00	0.00	0.00
199	TRAFFIC CIRCLE COLORED CONCRETE	43 SY	150.00	6,450.00	105.00	4,515.00	340.00	14,620.00	0.00	0.00
200	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5 FT. WIDE	24 LF	85.00	2,040.00	95.00	2,280.00	65.00	1,560.00	0.00	0.00
<i>Schedule Totals</i>				1,494,600.50		1,337,839.85		1,436,741.50		0.00

**Project Number**      **2017046**      **Cycle 7 (2017) Traffic Calming**

**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>	1,494,600.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,494,600.50
Bacon Concrete Inc	1,082,959.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,082,959.25
Cameron-Reilly LLC	1,267,673.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,267,673.25
William Winkler Compa	1,288,778.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288,778.00
LaRiviere Inc	1,337,839.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,337,839.85
Award Construction, In	1,436,741.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,436,741.50

**Low Bid Contractor:**    Bacon Concrete Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<b>Schedule 01</b>	\$1,082,959.25	\$1,494,600.50	27.54	% Under Estimate
<b>Bid Totals</b>	\$1,082,959.25	\$1,494,600.50	27.54	% Under Estimate

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

06/03/2019

<u>Date Rec'd</u>	4/26/2019
<u>Clerk's File #</u>	OPR 2019-0392
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	ERIC LESTER 625-6894	Project #	2016059
Contact E-Mail	ELESTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - DEPT. OF COMMERCE GRANT TO CITY OF SPOKANE		

Agenda Wording

Department of Commerce Grant to City of Spokane through the Local and Community Community Projects Program for South Gorge Trail Construction

Summary (Background)

At the request of local state legislators the WA State Commerce Department has awarded the City of Spokane grant monies as part of Commerce's 2017-2019 Direct Grant Program for Local and Community Projects. Funding is to be applied to the planned South Gorge Trail project as stipulated by the project's Recreation and Conservation Office (RCO) grant.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Revenue	\$ 242,500.00	# 3200 95136 99999 33422 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES May 20, 2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	elester@spokanecity.org	
<u>Additional Approvals</u>		icmaccounting@spokanecity.org	
<u>Purchasing</u>		kemiller@spokanecity.org	
<u>GRANTS &amp;</u>	BROWN, SKYLER	mdavis@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		Budget Account	
Expense	\$ 2,090.00	#	4310 43387 94000 56501 99999
Select	\$	#	

Distribution List


# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	South Gorge Trail – WA State Commerce Dept. Grant
<b>Date:</b>	5/20/19
<b>Author (email &amp; phone):</b>	<a href="mailto:elester@spokanecity.org">elester@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Experience
<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)	South Gorge Trail project charter, 6-year Comprehensive Street Plan, WA Department of Commerce Direct Grant Program
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	June 1, 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	City approval of grant agreement allowing for subsequent draw of grant funds as project costs are incurred.
<p><b>Background/History:</b> At the behest of local state legislators the WA State Commerce Department has awarded the City of Spokane grant monies as part of Commerce's 2017-2019 Direct Grant Program for Local and Community Projects. Funding is to be applied to the planned South Gorge Trail project as stipulated by the project's Recreation and Conservation Office (RCO) grant.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>July 2018: City notified it is recipient of the WA Commerce Department 2017-2019 Direct Grant Program for Local and Community Projects. Total value: \$242,500.00</li> <li>Grant dollars are to be applied to design and construction costs directly associated with the City of Spokane's South Gorge Trail project.</li> <li>Funds may serve as required matching funds to Recreation and Conservation Office project grant funds.</li> <li>Funds to be applied to both phases of the South Gorge Trail, with Phase 1 construction in 2019, and Phase 2 construction scheduled for 2020.</li> </ul>	
<p><b>Budget Impact: \$242,500</b></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: WA State Dept of Commerce</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact: n/a</b></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



# Department of Commerce

**Grant to**

City of Spokane

through

The Local and Community Projects Program

**For**

South Gorge Trail Construction

**Start date:**

January 19, 2018



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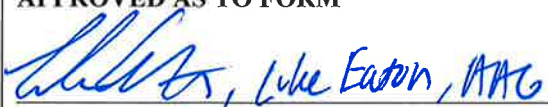
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

# FACE SHEET

Grant Number: 18-96616-155

Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit

<b>1. GRANTEE</b>  City of Spokane 808 W. Spokane Falls Blvd. Spokane, Washington 99201		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. Grantee Representative</b>  Brandon Blankenagel (509) 625-6700 bblankenagel@spokanecity.org		<b>4. COMMERCE Representative</b>  Emily Hafford Project Manager (360) 725-5001 Fax 360-586-5880 emily.hafford@commerce.wa.gov <div style="text-align: right;"> P.O. Box 42525  1011 Plum Street SE  Olympia, WA 98504-2525 </div>	
<b>5. Grant Amount</b> \$242,500.00	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> 1/19/2018	<b>8. End Date</b> 6/30/2021
<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> 91-6001280	<b>11. SWV #</b> SWV0003387-47	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b>  The outcome of this performance-based contract is for capital expenditures related to the design and construction of the South Gorge Trail, as referenced in Attachment A – Scope of Work.			
<p>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: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.</p>			
<b>FOR GRANTEE</b>  <div style="border-bottom: 1px solid black; width: 100%;"></div> David Condon, Mayor, City of Spokane  <div style="border-bottom: 1px solid black; width: 100%;"></div> Date		<b>FOR COMMERCE</b>  <div style="border-bottom: 1px solid black; width: 100%;"></div> Mark K. Barkley, Assistant Director  <div style="border-bottom: 1px solid black; width: 100%;"></div> Date  <b>APPROVED AS TO FORM</b> <div style="border-bottom: 1px solid black; width: 100%; text-align: center;">  </div> <div style="border-bottom: 1px solid black; width: 100%; text-align: center;"> 3.28.19 </div> Date	

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Spokane (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**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 contact 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 \$242,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

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.

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 subgrantees.

**9. SUBCONTRACTOR DATA COLLECTION**

Contractor 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.

**10. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington 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, 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 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:

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**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. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments 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 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.

**11. 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
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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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. "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.
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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.
- G. "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.
- H. "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 attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEES are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. 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.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, 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 identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or 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

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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.

**12. COPYRIGHT PROVISIONS**

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.

**13. 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.

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.

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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.

**14. 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.

**15. 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.

**16. 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.

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.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE 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 GRANTEE 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 GRANTEE.

**18. 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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**19. LAWS**

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

**20. 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.

**21. 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 or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

**23. PAY EQUITY**

The GRANTEE 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. GRANTEE 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 COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

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**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE 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.

**25. 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.

**26. 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.

**27. 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.

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.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. 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.

**30. 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 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.



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**31. 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.

**32. 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.

**33. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**34. 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.

**35. 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.

**36. 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"

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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.

**37. 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.

**38. 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 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

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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.

**39. 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.
- 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.

**40. 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

Funds awarded under this grant shall be used for capital expenditures related to the design and construction of the South Gorge Trail, located in Spokane.

Construction will include but not be limited to a 10-foot wide multi-use trail that will extend approximately 4,500 lineal feet, beginning at Peoples' Park Trail Head: 47.65571°N -117.45386°E and ending at Red Band Park (formally known as Glover Field Park): 47.65912°N - 117.43051°E. In addition, construction will also include trail head improvements at Peoples' Park, and stormwater mitigation.

When complete, the trail will provide adjacent neighborhoods and downtown visitors with a safe and scenic trail.

This project is expected to be completed in December, 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

#### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Budget**

<b>Line Item</b>	<b>Amount</b>
Architecture & Engineering	\$184,500.00
Site Acquisition	\$0.00
Construction	\$1,668,800.00
Capitalized Equipment	\$0.00
Construction Management	\$184,500.00
Other	\$0.00
<b>Total Contracted Amount:</b>	<b>\$2,037,800.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

---

**GRANTEE**

---

**TITLE**

---

**DATE**

**Certification of the Availability of Funds to Complete the Project**

<b>Non-State Funds</b>	<b>Amount</b>	<b>Total</b>
City of Spokane	\$783,400.00	
Private Funding	\$30,000.00	
Total Non-State Funds	\$813,400.00	\$813,400.00
<b>State Funds</b>		
Recreation and Conservation Office Grant	\$981,900.00	
State Capital Budget	\$242,500.00	
Total State Funds		\$1,224,400.00
<b>Total Non-State and State Sources</b>		<b>\$2,037,800.00</b>

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

---

 GRANTEE

---

 TITLE

---

 DATE



**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of January 19, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

NOT APPLICABLE

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

06/03/2019

<u>Date Rec'd</u>	5/17/2019
<u>Clerk's File #</u>	OPR 2019-0393
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 6256064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20555
Agenda Item Name	5900 - PARKING LOT MAINTENANCE - ARROW CONCRETE		

Agenda Wording

Master parking lot maintenance contract with Arrow Concrete for work to be completed in 2019.

Summary (Background)

In 2017 City staff oversaw pavement repair and maintenance efforts at 12 of the 75 facilities throughout the City of Spokane. In 2018 work was completed at 19 additional parking lots. Funding has been identified to allow for the completion of an additional \$200,000.00 worth of paving maintenance during the 2019 paving season. City staff released an RFB for the completion of this year's work in early 2019. This contract has been developed in a master contract format, providing the flexibility

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

Expense	\$ 200,000.00	# 5900 30210 42300 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>	
<u>Division Director</u>	SANDERS, THERESA	<u>Other</u>	SR/F&A 5/6/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	dsteele@spokanecity.org	
<u>Additional Approvals</u>		charris@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	publicworksaccounting@spokanecity.org	
		kbustos@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

necessary to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.

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

Distribution List


## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Parking Lot Maintenance Contract With Arrow Concrete
<b>Date:</b>	5/6/19
<b>Author (email &amp; phone):</b>	Dave Steele, 625-6064
<b>City Council Sponsor:</b>	TBD
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	NA
<b>Type of Agenda item:</b>	<b>XXX</b> Consent      Discussion      Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	NA
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	ASAP
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Master parking lot maintenance contract for work to be completed in 2019
<p><u>Background/History:</u></p> <p>In 2017 City staff oversaw pavement repair and maintenance efforts at 12 of the 75 facilities throughout the City of Spokane. In 2018 work was completed at 19 additional parking lots. In both years, work was completed under \$200,000 master contracts managed through Asset Management and in coordination with each of the affected departments such as Fire, Police, Library, and Parks.</p> <p>Funding has been identified to allow for the completion of an additional \$200,000 worth of paving maintenance during the 2019 paving season. City staff released an RFP for the completion of this year's work in early 2019. The request for bids identified a list of the various common work items and associated unit costs for each. This format allows for the development of individual scopes of work for each unique location. This contract has been developed in a master contract format, providing the flexibility necessary to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.</p>	
<p><u>Executive Summary:</u></p> <p>-City staff is moving forward with plans to perform ongoing parking lot maintenance for City owned lots across various departments</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?      Yes      No</p> <p>Annual/Reoccurring expenditure?      Yes      <b>XX</b> 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?      <b>XX</b> Yes      No</p> <p>Requires change in current operations/policy?      Yes      <b>XX</b> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **2019 OFF-STREET PARKING LOT  
REPAIR AND MAINTENANCE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, whose address is PO Box 11133, Spokane, Washington 99211-1133 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is for the **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE** for the City; and*

*WHEREAS, the Contractor was selected through RFB No. SW68-19 issued by the City.*

*-- 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.**

This Contract shall begin on May 6, 2019 and ends on November 31, 2019 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 or about 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 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 the Contractor's Bid Proposal, 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 **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**.

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 **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, including applicable taxes, 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 Asset Management Department, 808 W. Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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 Spokane Water and Hydroelectric Services, 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 bond and performance bond on the forms 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. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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 shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **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 \$1,500,000, 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor 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. 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.

## **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 warranties 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.

**ARROW CONCRETE AND  
ASPHALT SPECIALTIES, 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 Date

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

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

Exhibit A –Contractor's Bid Proposal

Payment Bond

Performance Bond

Exhibit B – Certification Regarding Debarment

19-071

## BID PROPOSAL

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: 2019 CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE

The undersigned Bidder has examined the site, read and understands the specifications for the above project and agrees to comply with all applicable federal, state and local laws and regulations. The Bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the Contract documents. The Bidder proposes to do the project at the following bid item price:

Base Bid: **TOTAL DOLLAR AMOUNT OF ALL WORK UNDER THIS CONTRACT WILL NOT EXCEED \$200,000. Work will be prioritized by City.**

**NOTE: Quantities below are estimates only for the purpose of determining low responsive bid. Payment will be made only for task orders requested and completed satisfactorily.**

Item#	Line Item Description	Estimated Quantity	Price by	Unit Price	Total
1	Small Crack Clean, Prepare, Seal (Less than 1" in Width)	5,000	L.Ft	\$1.00	\$5,000.00
2	Large Crack Clean, Prepare, Seal (Greater than 1" in Width)	5,000	L.Ft	\$1.50	\$7,500.00
3	Surface Preparation and Fog Seal	40,000	Sq.Yd.	\$1.62	\$64,800.00
4	Surface Preparation and Slurry Seal	15,000	Sq.Yd.	\$4.80	\$72,000.00
5	Surface Preparation and Chip Seal	2,500	Sq.Yd.	\$7.20	\$18,000.00
6	Surface Preparation and Skin Patch	2,500	Sq.Yd.	\$31.50	\$78,750.00
7	Small Area Asphalt Digout and Replace (Individually less than 1 square yard)				
	A 2" Asphalt over 4" Compacted 5/8" Crushed (individually less than 1 square yard)	150	Sq.Yd.	\$90.00	\$13,500.00
	B 3" Asphalt over 6" Compacted 5/8" Crushed (individually less than 1 square yard)	150	Sq.Yd.	\$100.00	\$15,000.00
8	1" Asphalt Grind and Overlay	500	Sq.Yd	\$27.00	\$13,500.00
9	Cast in Place Concrete Removal and Replacement				
	A 4" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	150	Sq.Yd.	\$125.00	\$18,750.00
	B 6" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	150	Sq.Yd.	\$139.27	\$20,890.00



10	Standard Stall Striping	5,000	L.Ft	\$.65	\$3,250.00
11	Handicapped Stall Striping	15	Per Each	\$75.00	\$1,125.00
		<b>TOTAL</b>		\$332,065.00	

The Bidder acknowledges receipt of addendum number N/A and agrees that its requirements have been included in this Bid.

The Bidder 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. ARROWCA054NP  
(must be in effect at time of bid submittal)

U.B.I. Number 601 619 703

Washington Employment Security Department Number 857730 00 8

Washington Excise Tax Registration Number A17 4730719

City of Spokane Business Registration Number T12011346BUS  
(The successful Bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

**BY SUBMITTING THEIR BID, BIDDER CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST AND WILL NOT CONTRACT WITH CONTRACTORS THAT ARE ON THE STATE OF FEDERAL DEBARRED LIST. BIDDER ALSO AFFIRMS AND CERTIFIES THAT IT WILL COMPLY WITH AND NOTIFY ITS PRINCIPALS AND SUBCONTRACTORS OF THE PROVISIONS OF THE SPOKANE FAIR ELECTIONS CODE, CHAPTER 01.07, SMC.**

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

#### **BID SECURITY.**

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

#### **NON-COLLUSION.**

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

**COMPLETION TIME.** The Bidder agrees to start the work under this Contract within ten (10) days of the local asphalt plants opening for the 2019 paving season and to substantially complete the specified work prior to the closing date of the local asphalt plants for the 2019 paving season.

**CONTRACT TERM.**

The period of performance of any Contract resulting from this Request for Bids is tentatively scheduled to begin on or about June 1, 2019 and to end on October 31, 2019.

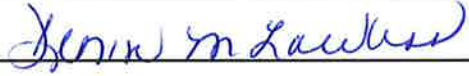
**LIQUIDATED DAMAGES.**

If individual task assignments are not completed within the stated completion time as defined in the task assignment, the Contractor agrees to pay to the City liquidated damages in the amount of \$ 250.00 for each and every day the work on that task assignment remains uncompleted.

**CERTIFICATION OF WAGE COMPLIANCE.**

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: Arrow Concrete & Asphalt Specialties, Inc.  
SIGNATURE:  TITLE: Sec./Treas.  
EMAIL denise@asphaltsupply.net PHONE: (509) 922-7847  
ADDRESS: P. O. Box 11133 Spokane, WA 99211-1133

**PAYMENT BOND**

We, **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, 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 **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**. If the principal shall:

- A. 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; and
- B. comply with all applicable federal, state and local laws and regulations;

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 their liability, if reasonable notice of the suit has been given.

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

**ARROW CONCRETE AND ASPHALT  
SPECIALTIES, INC.,  
AS PRINCIPAL**

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

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

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

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

**PERFORMANCE BOND**

We, **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,000.00)**, 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 the work and furnish all materials for the **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**. 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 applicable federal, state and local laws and regulations;

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, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

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

**ARROW CONCRETE AND ASPHALT  
SPECIALTIES, INC.,  
AS PRINCIPAL**

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

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

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

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 mentioned in this document.

DATED on \_\_\_\_\_.

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

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.

<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)



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

06/03/2019

<u>Date Rec'd</u>	4/11/2012
<u>Clerk's File #</u>	CPR 2019-0002
<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-2019

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 5/24/19.  
Total: \$23,050,633.21 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$ \$19,087,074.01

**Summary (Background)**

Pages 1-57 Check numbers: 560654 - 561036 ACH payment numbers: 63894 - 64419 On file for review in City Clerks Office: 57 Page listing of Claims NOTE:2 Week period

<u>Fiscal Impact</u>	Grant related? Public Works? NO	<u>Budget Account</u>
Expense	\$ 19,087,074.01	# Various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	MARCHAND, CRYSTAL	<b><u>Other</u></b>
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>
<b><u>Legal</u></b>	DALTON, PAT	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<b><u>Purchasing</u></b>		

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 20

APPROVAL FUND SUMMARY

DATE: 05/28/19  
TIME: 07:36  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,222,977.03
1100	STREET FUND	380,166.08
1200	CODE ENFORCEMENT FUND	9,368.57
1300	LIBRARY FUND	33,076.72
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	2,092.92
1400	PARKS AND RECREATION FUND	56,707.21
1450	UNDER FREEWAY PARKING FUND	514.00
1460	PARKING METER REVENUE FUND	38,555.70
1510	SPOKANE REG EMERG COM SYS	816.62
1560	FORFEITURES & CONTRIBUTION FND	4,185.00
1590	HOTEL/MOTEL TAX FUND	5,000.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,665.10
1630	COMBINED COMMUNICATIONS CENTER	96,705.53
1640	COMMUNICATIONS BLDG M&O FUND	12,596.99
1680	CD/HS OPERATIONS	9,914.96
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1910	CRIMINAL JUSTICE ASSISTANCE FD	14,729.42
1950	PARK CUMULATIVE RESERVE FUND	74,611.78
1970	FIRE/EMS FUND	309,618.95
1990	TRANSPORTATION BENEFIT FUND	2,750.78
3200	ARTERIAL STREET FUND	408,394.81
4100	WATER DIVISION	434,541.15
4250	INTEGRATED CAPITAL MANAGEMENT	936,087.99
4300	SEWER FUND	907,027.88
4340	WATER/WW REVENUE BOND FUND	5,894,788.58
4480	SOLID WASTE FUND	289,626.05
4490	SOLID WASTE DISPOSAL	1,408,059.99
4530	SOLID WASTE LANDFILLS	3,043.35
4600	GOLF FUND	7,178.39
4700	DEVELOPMENT SVCS CENTER	40,110.48
5100	FLEET SERVICES FUND	240,381.27
5200	PUBLIC WORKS AND UTILITIES	24,913.52
5300	IT FUND	95,893.22
5310	IT CAPITAL REPLACEMENT FUND	14,538.48
5400	REPROGRAPHICS FUND	16,143.87
5500	PURCHASING & STORES FUND	3,516.07
5600	ACCOUNTING SERVICES	18,931.70
5700	MY SPOKANE	5,379.05
5750	OFFICE OF PERFORMANCE MGMT	3,437.93
5800	RISK MANAGEMENT FUND	12,696.14
5810	WORKERS' COMPENSATION FUND	5,966.55
5820	UNEMPLOYMENT COMPENSATION FUND	89.96
5830	EMPLOYEES BENEFITS FUND	1,557,959.32
5900	ASSET MANAGEMENT FUND OPS	29,348.69
5901	ASSET MANAGEMENT FUND CAPITAL	22,725.76
6060	EMPLOYEES' RETIREMENT FUND	2,838.86
6070	FIREFIGHTERS' PENSION FUND	1,654,825.95
6080	POLICE PENSION FUND	183,657.12
6730	PARKING & BUSINESS IMPROV DIST	14,958.59
6960	SALARY CLEARING FUND NEW	2,570,959.93

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 20

APPROVAL FUND SUMMARY

DATE: 05/28/19  
TIME: 07:36  
PAGE: 2

FUND	FUND NAME	AMOUNT
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		-----
	TOTAL:	19,087,074.01

REPORT: PG3630  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 20

DATE: 05/28/19  
TIME:  
PAGE: 1

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

MOSS & BARNETT	LEGAL SERVICES ACH PMT NO. - 80063904	12,015.33
NOBLE WINDOW WASHING DAVID ALBERT NOBLE	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00560973	58.50
OGLETREE DEAKINS NASH SMOAK & STEWART PC	SURVEYS/STUDIES ACH PMT NO. - 80064054	2,044.50
RAIN READY GUTTERS GEORGE DUMA JR	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00560971	117.00
SISBRO I, LIMITED PARTNERSHIP/ SUPERCUTS	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00560970	147.00
SISTER CITIES ASSN OF SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80064386	2,205.87
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80064392	49,877.33
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80064395	5,636.58
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80063917	3,621.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	35.57
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	488.09-
WELLNESS COACHING-SHARON HAGEL SHARON HAGEL	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00560972	117.00
TOTAL FOR 0020 - NONDEPARTMENTAL		75,387.59

0030 - POLICE OMBUDSMAN

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	127.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	250.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	649.39

US BANK TRUST NA  
OR CITY OF SPOKANE

RETIREMENT  
ACH PMT NO. - 80064406

747.04

TOTAL FOR 0030 - POLICE OMBUDSMAN

1,773.93

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/28/19  
PAGE 3

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0100 - GENERAL FUND

ALTA SCIENCE & ENGINEERING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80064099	10,652.55
CHERIE DELLWO 7103 N HOGAN ST	DEPOSIT - RESTITUTION CHECK NO. - 00560681	100.00
CHERIE JEAN DELLWO 7103 N HOGAN ST	DEPOSIT - RESTITUTION CHECK NO. - 00560817	100.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80063945	236.36
IVAN STALBUN 3102 E 27TH AVE APT 302	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00560684	25.00
JANNA SCHROEDER 213 W WHITMAN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00560680	25.00
JENEA CAMPBELL 521 W LACROSSE AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00560668	12.00
JERRICH DEAN ORIELY DUNN 13317 N VOYAGERS ST	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00560682	12.00
JOANN KITTILSON 6024 E 12TH AVE	DEPOSIT - RESTITUTION CHECK NO. - 00560671	100.00
LAUREN RICHARDSON 41 E 31ST AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00560818	1,000.00
MILLER FAMILY REAL ESTATE LLC 9350 S 150 EAST STE 1000	PERMIT REFUNDS PAYABLE CHECK NO. - 00560967	39,275.00
PAMALYNN BRAULT 3703 E 1ST AVE	DEPOSIT - RESTITUTION CHECK NO. - 00560670	45.00
RICHARD TERZIEFF 3707 E 1ST AVE	DEPOSIT - RESTITUTION CHECK NO. - 00560669	45.00
RISK MANAGEMENT ASC 808 W SPOKANE FALLS BLVD	DEPOSIT - RESTITUTION CHECK NO. - 00560815	290.76
RIVERTON LLC 11808 E MANSFIELD AVE STE 1	PERMIT REFUNDS PAYABLE CHECK NO. - 00560966	4,892.65
SANDRA SOLOMON 1010 W HOLYOKE AVE	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00560820	2,000.00

SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80064138	10,435.50
SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80063979	473.06
SUPERIOR TRAMWAY 2311 E MAIN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00560816	100.00

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/28/19  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE BAIL PROJECT 1702 W BROADWAY	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00560969	3,500.00
TIMOTHY MURPHY PO BOX 4003	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00560666	1,000.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80064407	311,184.49
US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT ACH PMT NO. - 80064059	64,680.80
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00560853	6,640.50
WC CONNER EXCAVATING 14620 E EISTRUP	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00560667	63.00
TOTAL FOR 0100 - GENERAL FUND		456,888.67

0230 - CIVIL SERVICE

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	229.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	660.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80064056	673.83
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,262.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	2,468.65
TOTAL FOR 0230 - CIVIL SERVICE		6,294.14

0260 - CITY CLERK



ACCESS INFORMATION HOLDINGS DBA NORTHWEST VITAL RECORDS	CONTRACTUAL SERVICES ACH PMT NO. - 80064125	3,870.45
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80064040	1,660.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	241.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	1,201.07
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	1,459.33

HONORABLE MAYOR  
AND COUNCIL MEMBERS

05/28/19  
PAGE 5

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0260 - CITY CLERK	8,432.07
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0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	59.10
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TOTAL FOR 0300 - HUMAN SERVICES	59.10
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0320 - COUNCIL

CANDACE MUMM	AIRFARE ACH PMT NO. - 80064418	326.59
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	625.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80064070	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,693.92
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	2,873.01
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80063983	363.68

TOTAL FOR 0320 - COUNCIL	9,382.20
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0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	430.00
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QUINN GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80063910	3,482.32
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	1,614.12
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	1,862.43

TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	-----	7,388.87
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0350 - COMMUNITY CENTERS

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80064081	6,956.07
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HONORABLE MAYOR AND COUNCIL MEMBERS	05/28/19 PAGE 6
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80064137	3,091.71
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TOTAL FOR 0350 - COMMUNITY CENTERS	-----	10,047.78
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0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80063930	27.12
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	29.43
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80064254	11.51
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	173.85
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	3,315.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	65.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	13,452.40
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	16,185.81
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064239	1,945.73
VERIZON WIRELESS	IT/DATA SERVICES	

ACH PMT NO. - 80064239	1,140.53
-----	
TOTAL FOR 0370 - ENGINEERING SERVICES	36,346.38
0410 - FINANCE	
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005 305.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020 1,020.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406 1,249.01
-----	
TOTAL FOR 0410 - FINANCE	2,574.38
0430 - GRANTS MANAGEMENT	
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HONORABLE MAYOR AND COUNCIL MEMBERS	05/28/19 PAGE 7
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005 141.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020 672.33
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406 839.12
-----	
TOTAL FOR 0430 - GRANTS MANAGEMENT	1,652.45
0450 - COMM & NEIGHBHD SVCS DIVISION	
-----	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005 75.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020 398.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406 233.54
-----	
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION	707.01
0470 - HISTORIC PRESERVATION	
-----	
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005 100.00

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	431.24
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	367.56
TOTAL FOR 0470 - HISTORIC PRESERVATION		898.80

0500 - LEGAL

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	PROFESSIONAL SERVICES ACH PMT NO. - 80064000	972.75
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80063931	653.70
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80063931	96.24
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	372.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,180.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NATHANIEL JAMES ODLE	AIRFARE ACH PMT NO. - 80064026	516.61
NATHANIEL JAMES ODLE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80064026	57.45
TIMOTHY E SZAMBELAN	CLE TRAVEL CHECK NO. - 00561018	268.04
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	22.29
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	0.84-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	9,067.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	10,910.59
TOTAL FOR 0500 - LEGAL		25,116.35

0520 - MAYOR

DAWN SUGASA DBA MOUNTAIN VIEW CONSULTING	CONTRACTUAL SERVICES ACH PMT NO. - 80064078	2,000.00
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	280.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,102.68
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	1,961.07

TOTAL FOR 0520 - MAYOR

6,343.75

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	125.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	724.88
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	887.85
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80063983	247.67
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80063983	20.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0550 - NEIGHBORHOOD SERVICES

2,005.40

0560 - MUNICIPAL COURT

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	931.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	1,770.00
KELLENE D NIELSEN 5109 E LOWE RD	CASH OVER/SHORT CHECK NO. - 00560974	15.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064212	1,023.76
MARY C LOGAN	OPERATING SUPPLIES CHECK NO. - 00560860	495.00
MARY C LOGAN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560986	11.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL)	

	ACH PMT NO. - 80063971	698.25
TRACEE JENSON-CARROLL 13213 N WHITEHOUSE ST	CASH OVER/SHORT CHECK NO. - 00561010	15.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80064144	444.13
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	253.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	8,174.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	10,114.96
VALLEY EMPIRE COLLECTION PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00561009	96.10
VALLEY EMPIRE COLLECTIONS PO BOX 141248	CASH OVER/SHORT CHECK NO. - 00560976	55.39
TOTAL FOR 0560 - MUNICIPAL COURT		24,097.59
0570 - OFFICE OF HEARING EXAMINER		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	160.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	458.70
HONORABLE MAYOR AND COUNCIL MEMBERS		05/28/19 PAGE 10
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	573.72
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,192.42
0580 - OFFICE OF YOUTH		
CHASE YOUTH FOUNDATION	CONTRACTUAL SERVICES ACH PMT NO. - 80064104	11,250.00
TOTAL FOR 0580 - OFFICE OF YOUTH		11,250.00
0620 - HUMAN RESOURCES		
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80064027	57.00

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	648.76
JENNIFER JACKSON	PER DIEM CHECK NO. - 00560665	114.00-
JENNIFER SAXON	LODGING ACH PMT NO. - 80063996	532.20
JENNIFER SAXON	PER DIEM ACH PMT NO. - 80063996	40.00-
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	816.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,167.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	2,560.80
TOTAL FOR 0620 - HUMAN RESOURCES		6,628.38

0650 - PLANNING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	615.00
NATHAN GWINN	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80064340	177.48
NATHAN GWINN	PER DIEM ACH PMT NO. - 80064340	60.00
TERESA L C STRIPES	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80063997	198.36

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TERESA L C STRIPES	PER DIEM ACH PMT NO. - 80063997	46.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,818.52
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,277.63
TOTAL FOR 0650 - PLANNING SERVICES		7,192.99

0680 - POLICE

ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064000	2,992.56
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ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80063924	32.00
ADVENTOS LLC	SOFTWARE MAINTENANCE ACH PMT NO. - 80064161	24,752.00
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00560659	197.43
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	6,179.76
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80064254	1,871.60
AVOYELLES PARISH SHERIFF'S OFFICE	OPERATIONAL TRAVEL CHECK NO. - 00560959	1,121.94
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064033	1,298.89
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00560962	57.69
CHRISTOPHER BENESCH	TUITION REIMBURSEMENT ACH PMT NO. - 80063990	3,299.68
CITY OF AUBURN	REGISTRATION/SCHOOLING CHECK NO. - 00560661	350.00
CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80064266	1,974.80
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	3,772.53
COURTNEY CAMYN 3131 S COOK STREET APT #1	OTHER GENERAL GOVT SERVICES CHECK NO. - 00560676	25.00
DAVID STONE	PROFESSIONAL SERVICES CHECK NO. - 00560785	979.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80063946	129.92
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80064278	94.99
FORENSIC PIECES INC	REGISTRATION/SCHOOLING CHECK NO. - 00560964	445.00
GALLS LLC	CLOTHING ACH PMT NO. - 80064280	13,086.23
GALLS LLC	OPERATING SUPPLIES	

	ACH PMT NO. - 80063950	137.88
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80064280	10,126.56
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80064284	929.57
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	73,000.63
JIM'S TRANSFER INC DBA DEVRIES MOVING PACKING STORAGE	PROFESSIONAL SERVICES ACH PMT NO. - 80064271	202.50
KRONOS INCORPORATED	SOFTWARE MAINTENANCE ACH PMT NO. - 80064076	29,403.60
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80063957	67.90
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064120	511.88
LYDIA CARLSON 9722 N STEVENS ST	OTHER GENERAL GOVT SERVICES CHECK NO. - 00560677	25.00
MARK WICKLIFFE dba RIVERCITY RECOVERY AND	TOWING EXPENSE ACH PMT NO. - 80064311	103.46
NET TRANSCRIPTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064082	1,026.84
PRIME PEST CONTROL	PROFESSIONAL SERVICES CHECK NO. - 00560687	163.20
QUEEN B RADIO INC dba KXLY BROADCAST GROUP	ADVERTISING CHECK NO. - 00560797	48.60
ROBERT EARL ALFORD dba ALL SERVICE EAST TOWING	TOWING EXPENSE ACH PMT NO. - 80064249	155.18
SAN DIEGO POLICE EQUIP CO INC	AMMUNITION ACH PMT NO. - 80063972	11,366.33
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80064020	1,581.43

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SOUTHERN POLICE INSTITUTE	LODGING CHECK NO. - 00560698	370.00
SOUTHERN POLICE INSTITUTE	REGISTRATION/SCHOOLING CHECK NO. - 00560698	795.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80063978	10,462.26

SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80064320	1,977.82
SPOKANE POLICE CHAPLAINCY BOARD	NON-TRAVEL MEALS/LGHT RFRSHMT	
	ACH PMT NO. - 80064139	136.12
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00560693	16.29
SPOKANE POLICE DEPARTMENT IMPREST FUND	VEHICLE REPAIRS/MAINT	
	CHECK NO. - 00560693	8.00
SPOKANE POLICE FOUNDATION	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80064092	24,000.00
ST ANN PARISH	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80064057	475.00
UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00560697	130.83
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES	
	CHECK NO. - 00560944	170.52
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT	
	CHECK NO. - 00560944	31.08-
US BANK POLICE ADVANCE TRAVEL	PER DIEM	
	ACH PMT NO. - 80064327	4,715.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY	
	CHECK NO. - 00561020	39,806.74
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80064406	21,538.08
US MARSHAL SERVICE	OPERATIONAL TRAVEL	
	CHECK NO. - 00560823	4,780.00
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80063983	13,618.32
VERIZON WIRELESS	MINOR EQUIPMENT	
	ACH PMT NO. - 80063983	100.00-
VERIZON WIRELESS	MOBILE BROADBAND	
	ACH PMT NO. - 80063983	14,906.26
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80064328	3,400.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II	
	CHECK NO. - 00561024	145,907.36
WESTERN STATES AUTO THEFT INVESTIGATORS NORTHWEST	REGISTRATION/SCHOOLING	
	CHECK NO. - 00560863	320.00

WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00561025	625.00
WYOMING WRECKER LLC DBA AA ACES TOWING	TOWING EXPENSE ACH PMT NO. - 80064336	180.88
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80064148	35.34

TOTAL FOR 0680 - POLICE

479,756.02

0690 - PROBATION SERVICES

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	196.87
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80063946	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	735.00
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80063956	14.18
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,556.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,178.74

TOTAL FOR 0690 - PROBATION SERVICES

6,686.08

0700 - PUBLIC DEFENDER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80063931	653.69
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80063931	96.24
A-1 SERVICE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00560654	660.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	317.93
FRANCIS ADEWALE	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560824	220.63

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FRANCIS ADEWALE

PER DIEM

	CHECK NO. - 00560824	100.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	1,405.00
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80063918	156.00
MICHAEL ELSTON	CLE TRAVEL CHECK NO. - 00560963	220.63
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80064086	795.63
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	6,467.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	7,420.97
TOTAL FOR 0700 - PUBLIC DEFENDER		18,514.38
0750 - ECONOMIC DEVELOPMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	100.00
NATIONAL COUNCIL FOR COM DEV NATIONAL DEVELOPMENT COUNCIL	CONTRACTUAL SERVICES ACH PMT NO. - 80064080	3,000.00
PROHIBITION GASTROPUB LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064085	6,227.29
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	556.20
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	356.24
TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		10,239.73
0860 - TREASURY SERVICES		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	365.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80063958	783.60
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	2,758.65
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	916.64-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	1,418.91
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	1,711.05
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TOTAL FOR 0860 - TREASURY SERVICES		6,120.57
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1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	210,176.37
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AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80064254	724.88
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COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	510.43
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CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064291	110,310.78
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	4,666.00
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OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	665.00
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SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064135	5,166.65
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STREET DEPT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00560695	41.60
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US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	20,362.59
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US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	24,206.49
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WESTERN STATES ASPHALT LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064064	3,273.53
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XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80064243	61.76
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TOTAL FOR 1100 - STREET FUND		380,166.08
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1200 - CODE ENFORCEMENT FUND

FIRST AMERICAN TITLE INS CO 40 E SPOKANE FALLS BLVD	DEMOLITION LIENS CHECK NO. - 00560683	500.00
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ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	795.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

LUIS GARCIA	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560965	72.78
LUIS GARCIA	PER DIEM CHECK NO. - 00560965	104.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80063928	304.38
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	65.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	3,504.10
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,474.82
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064239	538.13
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80064239	10.36
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		9,368.57
-----		
1300 - LIBRARY FUND		
-----		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,245.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	218.17
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	17.61-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	14,034.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	16,596.37
TOTAL FOR 1300 - LIBRARY FUND		33,076.72
-----		
1360 - MISCELLANEOUS GRANTS FUND		
-----		
ALTA SCIENCE & ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064099	10,652.55
ALTA SCIENCE & ENGINEERING INC	GRANT CASH PASS THRU ACCOUNT	



ACH PMT NO. - 80064099

10,652.55-

TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND

0.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1380 - TRAFFIC CALMING MEASURES

ABADAN REPROGRAPHICS	CONSTRUCTION OF FIXED ASSETS	
BUSINESS EQUIPMENT CENTER	CHECK NO. - 00560658	2,092.92

TOTAL FOR 1380 - TRAFFIC CALMING MEASURES

2,092.92

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80064027	1,882.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	420.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	315.34
GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80064046	374.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	4,118.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	2,226.25
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	337.78
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	26,518.16
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	20,514.67

TOTAL FOR 1400 - PARKS AND RECREATION FUND

56,707.21

1450 - UNDER FREEWAY PARKING FUND

NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80064029	514.00

TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND

514.00

1460 - PARKING METER REVENUE FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	89.88
DUNCAN PARKING TECHNOLOGIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064112	4,647.50

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	590.17
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80063958	601.71
PASSPORT LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064084	4,138.80
PROFESSIONAL ACCOUNT MANAGEMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064132	17,353.20
TROY GIDDINGS 2700 116TH STREET NE	PER DIEM CHECK NO. - 00560821	98.00
UNIVERSAL BOOT INC	MINOR EQUIPMENT CHECK NO. - 00560994	3,605.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	1,041.67
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	2,746.96
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,315.19
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064239	6.77
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	320.85

TOTAL FOR 1460 - PARKING METER REVENUE FUND

38,555.70

1510 - SPOKANE REG EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	100.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	301.67
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	365.93

VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80063983	49.02
		-----
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		816.62
1560 - FORFEITURES & CONTRIBUTION FND		
-----		
CRAIG MEIDL OR JUSTIN LUNDGREN	CONFIDENTIAL FUNDS	
CRAIG MEIDL TRUSTEE	CHECK NO. - 00560694	4,185.00
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
		-----
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		4,185.00
1590 - HOTEL/MOTEL TAX FUND		
-----		
THE NATIVE PROJECT	CONTRACTUAL SERVICES	
	CHECK NO. - 00561011	5,000.00
		-----
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		5,000.00
1620 - PUBLIC SAFETY & JUDICIAL GRANT		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	584.83
QUEEN B RADIO INC dba	ADVERTISING	
KXLY BROADCAST GROUP	CHECK NO. - 00560797	2,418.40
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	416.31
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00561024	1,245.56
		-----
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		4,665.10
1630 - COMBINED COMMUNICATIONS CENTER		
-----		
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00560796	54.64
BRYCE LEMING	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80064119	54.06
BRYCE LEMING	PER DIEM	
	ACH PMT NO. - 80064119	228.00
CENTURYLINK	TELEPHONE	

	CHECK NO. - 00560660	257.73
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80064268	168.91
FIRSTWATCH SOLUTIONS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80064010	9,503.04
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	1,810.17
INFOR PUBLIC SECTOR INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80064074	68,315.88
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00561008	1,129.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JEREMY J ATWOOD	PER DIEM	
	ACH PMT NO. - 80064152	244.00
JOE SACCO	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00560843	24.06
JOE SACCO	PER DIEM	
	CHECK NO. - 00560843	228.00
JON ADAMS	AIRFARE	
	ACH PMT NO. - 80064151	60.00
JON ADAMS	CONTRIBUTIONS/DONATIONS	
	ACH PMT NO. - 80064151	635.00-
JON ADAMS	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80064151	49.47
JON ADAMS	PER DIEM	
	ACH PMT NO. - 80064151	247.00
JON ADAMS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80064151	635.00
LOUIS LEFEBVRE	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80064157	46.26
LOUIS LEFEBVRE	PER DIEM	
	ACH PMT NO. - 80064157	247.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	5,613.30
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	6,588.27
VERIZON WIRELESS	CELL PHONE	
	ACH PMT NO. - 80063983	49.02

VERIZON WIRELESS	IT/DATA SERVICES	
	ACH PMT NO. - 80063983	40.01
WA STATE DEPT OF REVENUE	CONTRACTUAL SERVICES	
	-	845.77
WASHINGTON LEOFF	PENSION LEOFF II	
DEPT OF RETIREMENT SYSTEMS	CHECK NO. - 00561024	901.54
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		96,705.53
-----		
1640 - COMMUNICATIONS BLDG M&O FUND		
-----		
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80063931	8,279.42
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80063931	453.88
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80064008	2,035.00
JOHN MENETTO	BUILDING REPAIRS/MAINTENANCE	
DBA BACKFLOW JOHNNY	ACH PMT NO. - 80064002	150.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE	
	CHECK NO. - 00560692	1,678.69
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		12,596.99
-----		
1680 - CD/HS OPERATIONS		
-----		
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	835.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	4,065.21
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	5,014.75
TOTAL FOR 1680 - CD/HS OPERATIONS		9,914.96
-----		
1690 - COMM DEVELOPMENT BLOCK GRANTS		
-----		
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80063945	236.36
COWLES PUBLISHING COMPANY	GRANT CASH PASS THRU ACCOUNT	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80063945	236.36-

TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00
-----		
1910 - CRIMINAL JUSTICE ASSISTANCE FD		
-----		
ALCOHOL MONITORING SYSTEMS INC	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80064066	14,729.42
		-----
TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD		14,729.42
-----		
1950 - PARK CUMULATIVE RESERVE FUND		
-----		
GORDON TRUCK CENTERS INC DBA	VEHICLES	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80063952	74,611.78
		-----
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		74,611.78
-----		
1970 - FIRE/EMS FUND		
-----		
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO	
	ACH PMT NO. - 80063926	118.98
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80063927	350.83
ANTHONY S SERQUINA	CONTRIBUTIONS/DONATIONS	
	CHECK NO. - 00560844	208.00-
ANTHONY S SERQUINA	LODGING	
	CHECK NO. - 00560844	52.00
ANTHONY S SERQUINA	PER DIEM	
	CHECK NO. - 00560844	170.00
ARROW INTERNATIONAL	SAFETY SUPPLIES	
	ACH PMT NO. - 80064101	3,844.50
AT&T MOBILITY	CELL PHONE	
	CHECK NO. - 00560796	2,244.45
AT&T MOBILITY	IT/DATA SERVICES	
	CHECK NO. - 00560796	466.47
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80063931	15,230.23
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80063931	5,648.54
BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	

dba GCR TIRES & SERVICE	ACH PMT NO. - 80063935	2,392.01
BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80063935	771.79
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00560660	323.40
CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80064265	2,794.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80064268	717.48
COUNTRY HOMES POWER EQUIPMENT	MINOR EQUIPMENT	
	ACH PMT NO. - 80063944	3,702.57
DIVINES TOWING/DIV OF	MOTOR FUEL-OUTSIDE VENDOR	
DIVINE CORP	ACH PMT NO. - 80064111	215.92
DOBBS HEAVY DUTY HOLDINGS LLC	VEHICLE REPAIR & MAINT SUPPLY	
DBA WESTERN TRUCK CENTER	ACH PMT NO. - 80064147	86.38
DUO-SAFETY LADDER CORP	OPERATING SUPPLIES	
	CHECK NO. - 00560829	125.76
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80064008	2,340.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ERIC REGALADO	TUITION REIMBURSEMENT	
	ACH PMT NO. - 80064160	283.00
FRANCIS AVENUE HARDWARE	REPAIR & MAINTENANCE SUPPLIES	
dba ACE ON FRANCIS	ACH PMT NO. - 80063949	565.01
GORDON TRUCK CENTERS INC DBA	VEHICLE REPAIR & MAINT SUPPLY	
PACIFIC TRUCK CENTERS	ACH PMT NO. - 80064045	1,137.22
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	10,609.07
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREASURER	CHECK NO. - 00561008	45,278.95
INLAND PACIFIC HOSE & FITTINGS	REPAIR & MAINTENANCE SUPPLIES	
INC	ACH PMT NO. - 80064156	6.14
INLAND PACIFIC HOSE & FITTINGS	VEHICLE REPAIR & MAINT SUPPLY	
INC	ACH PMT NO. - 80064156	2,203.26
JAMES C BRUNER	CONTRIBUTIONS/DONATIONS	
	ACH PMT NO. - 80064153	208.00-
JAMES C BRUNER	LODGING	
	ACH PMT NO. - 80064153	52.00



JAMES C BRUNER	PER DIEM ACH PMT NO. - 80064153	170.00
JAMIE J MCINTYRE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80064158	38.64
JAMIE J MCINTYRE	PER DIEM ACH PMT NO. - 80064158	162.00
JENNIFER JACKSON	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560665	236.64
JENNIFER JACKSON	PER DIEM CHECK NO. - 00560665	74.00
JOHN MENETTO DBA BACKFLOW JOHNNY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80064002	1,770.06
MAKOM CORPORATION CHRIS OR FLOWER EIRLES	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00560837	19.00
MARINE RIGGING & BOAT REPAIR INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064121	38.10
MARINE RIGGING & BOAT REPAIR INC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80064121	294.03
MATT GIBSON SPOKANE ARENA	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00560836	88.00
MICHAEL J DAWSON	CONTRIBUTIONS/DONATIONS ACH PMT NO. - 80064154	208.00-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MICHAEL J DAWSON	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80064154	172.08
MICHAEL J DAWSON	PER DIEM ACH PMT NO. - 80064154	208.00
MR CAR WASH	VEHICLE REPAIRS/MAINT CHECK NO. - 00560784	20.00
NAPA AUTO PARTS GENUINE PARTS CO	OPERATING SUPPLIES ACH PMT NO. - 80064051	112.10
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064051	22.62
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064051	1,582.64
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	65.00
POHL SPRING WORKS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064131	45.08

REGAL RIDGE LLC 12402 N DIVISION #358	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00560685	19.00
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00560845	1,449.11
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00560692	1,072.16
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064091	7,283.17
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80064140	1,521.74
TASK FORCE TIPS INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00560848	675.91
TASK FORCE TIPS INC	VEHICLE REPAIRS/MAINT CHECK NO. - 00560848	85.00
THAI BAMBOO RESTAURANT LLC THAI BAMBOO #5508	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00560838	19.00
THE ACADEMY OF SPORTS PERFORMANCE LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064093	2,980.00
TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00560696	173.99
U SELECT IT	SOFTWARE MAINTENANCE CHECK NO. - 00560849	1,200.00
UL LLC	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80064058	5,685.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	181.21
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	31.18-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	23,602.75
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	4,404.84
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80063983	940.71
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80063983	4,922.02
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE	

	-	106.80
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY	
	-	60.16
WA STATE DEPT OF REVENUE	VEHICLE REPAIRS/MAINT	
	-	7.56
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00561024	147,035.61
TOTAL FOR 1970 - FIRE/EMS FUND		309,618.95
1990 - TRANSPORTATION BENEFIT FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064103	2,750.78
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		2,750.78
3200 - ARTERIAL STREET FUND		
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064103	10,509.96
COMMONSTREET CONSULTING LLC	RIGHT OF WAY ACH PMT NO. - 80063940	476.01
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064013	280,904.26
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064281	57,219.73
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064208	1,571.57
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064297	4,000.00
RED DIAMOND CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064309	52,030.68
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00560689	846.31
SPOKANE COUNTY TITLE CO	RIGHT OF WAY ACH PMT NO. - 80063977	573.38
SPOKANE COUNTY TREASURER	RIGHT OF WAY CHECK NO. - 00560657	262.91

TOTAL FOR 3200 - ARTERIAL STREET FUND

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408,394.814100 - WATER DIVISION  
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ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80064027	399.00
ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064246	14,211.00
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064100	20.00
CENTURYLINK	TELEPHONE CHECK NO. - 00560660	801.90
CHRISTIE SWISHER 6710 S ECHO RIDGE ST	REFUNDS CHECK NO. - 00560802	51.48
CHRISTOPHER CORDES 3004 E 17TH AVE	REFUNDS CHECK NO. - 00560980	277.82
COMMUNITY INTEGRATED SERVICES 228 W INDIANA AVE	REFUNDS CHECK NO. - 00560798	40.14
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80063943	1,890.98
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	699.00
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80063954	53,449.25
CPM DEVELOPMENT CORP DBA CENTRAL PRE-MIX CONCRETE CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064036	2,889.37
DOUGHBOYS TOOLS & EQUIPMENT	MINOR EQUIPMENT ACH PMT NO. - 80064272	1,040.00
DOUGHBOYS TOOLS & EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064272	92.56

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## PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80063947	1,279.49
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80064277	90.48
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064043	40.71
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80064047	67,480.54

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	8,115.00
JOHN BLOUNT 11618 E BUCKEYE AVE	REFUNDS CHECK NO. - 00560979	95.02
JOSEPH ROLOFF	PERMITS/OTHER FEES CHECK NO. - 00560688	88.74
JOSEPH ROLOFF	REGISTRATION/SCHOOLING CHECK NO. - 00560688	100.00
KELLEY OLSON 2126 E 7TH AVE	REFUNDS CHECK NO. - 00560982	1,102.36
KRISTA RUSTIN 4093 RD E NE	REFUNDS CHECK NO. - 00560984	16.73
KRISTEN ZIMMER	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560699	126.01
MATT HOUSTON dba SKUNKWORKS	CONTRACTUAL SERVICES ACH PMT NO. - 80063974	550.00
MATTHEW & TAMMY JONES 4115 E 21ST AVE	REFUNDS CHECK NO. - 00560981	1,682.18
MEGAN BONE 3017 W 21ST AVE	REFUNDS CHECK NO. - 00560859	903.66
MICHELE SPOERHASE 10618 TRADITION AVE	REFUNDS CHECK NO. - 00560672	3.00
MODERN MACHINERY CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80063962	855.16
MYSTERY & CARL COUTURE 4711 N CONKLIN RD	REFUNDS CHECK NO. - 00560675	667.96
NATIONAL BARRICADE COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064052	2,894.45
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064214	231.41
NEPTUNE TECHNOLOGY GROUP INC	MINOR EQUIPMENT ACH PMT NO. - 80064301	74,473.93

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064215	9.37
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	427.00
OXARC INC	OPERATING SUPPLIES	

	ACH PMT NO. - 80064217	1,674.88
PATRICK & RACHEL MURPHY 3715 N CANNON ST	REFUNDS CHECK NO. - 00560800	150.19
PERMACOLD ENGINEERING INC 2945 E ARGYLE ST	REFUNDS CHECK NO. - 00560801	127.10
SHIRLEY EARNSHAW 935 W GLASS AVE #202	REFUNDS CHECK NO. - 00560804	76.82
SIGNS FOR SUCCESS INC	OPERATING SUPPLIES ACH PMT NO. - 80064316	4,481.24
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00560991	623.62
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00560807	83.19
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	102,493.91
TAWNI PARGMAN 7724E PRINCETON AVE	REFUNDS CHECK NO. - 00560673	272.68
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	39.02
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00560944	39.02-
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	33,696.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	38,685.55
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80063983	3,505.45
VICTOR JOHN GIAMPIETRI DBA WA STATE FIRST AID	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064061	497.90
WHITE BLOCK COMPANY INC	INVENTORY PURCHASES FOR WATER CHECK NO. - 00560947	5,821.79
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00560947	5,254.43

TOTAL FOR 4100 - WATER DIVISION

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434,541.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4250 - INTEGRATED CAPITAL MANAGEMENT

-----  
AECOM TECHNICAL SERVICES INC      CONSTRUCTION OF FIXED ASSETS

	ACH PMT NO. - 80064098	10,291.86
BRANDON BLANKENAGEL	LODGING	
	ACH PMT NO. - 80064338	543.96
BRANDON BLANKENAGEL	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80064338	14.00
CHRISTIE SWISHER	REFUNDS	
6710 S ECHO RIDGE ST	CHECK NO. - 00560802	3.94
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064105	17,186.00
COMMUNITY INTEGRATED SERVICES	REFUNDS	
228 W INDIANA AVE	CHECK NO. - 00560798	88.59
GROUNDWATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS	
dba GSI WATER SOLUTIONS INC	ACH PMT NO. - 80064116	12,115.85
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064288	209,433.02
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064117	537.14
HOLT SERVICES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064290	130,298.84
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	755.00
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80063959	6,355.00
MARY STANTON	REFUNDS	
1519 S LIMERICK DR	CHECK NO. - 00560840	15.01
MICHELE SPOERHASE	REFUNDS	
10618 TRADITION AVE	CHECK NO. - 00560672	9.84
MWH CONSTRUCTORS INC &	CONSTRUCTION OF FIXED ASSETS	
SLAYDEN CONSTRUCTION GROUP INC	ACH PMT NO. - 80064299	74,301.25
OAC SERVICES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064126	31,473.81
PATRICK & RACHEL MURPHY	REFUNDS	
3715 N CANNON ST	CHECK NO. - 00560800	29.53
PMWEB INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80064130	25,159.16
SEAN SMITH	REFUNDS	
7710 N ALTAMONT ST	CHECK NO. - 00560674	47.48

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:



SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00560991	118.12
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	49,288.27
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064143	1,827.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	3,373.81
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,962.53
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064239	173.88
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80064146	133,392.72
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80064146	225,291.88
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		936,087.99
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4300 - SEWER FUND		
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CHRISTIE SWISHER 6710 S ECHO RIDGE ST	REFUNDS CHECK NO. - 00560802	4.78
COMMUNITY INTEGRATED SERVICES 228 W INDIANA AVE	REFUNDS CHECK NO. - 00560798	99.39
DENNIS MCLAUGHLIN 4603 S SUNNY CREEK CIR	REFUNDS CHECK NO. - 00560839	2.77
MARY STANTON 1519 S LIMERICK DR	REFUNDS CHECK NO. - 00560840	19.14
MICHELE SPOERHASE 10618 TRADITION AVE	REFUNDS CHECK NO. - 00560672	11.96
PATRICK & RACHEL MURPHY 3715 N CANNON ST	REFUNDS CHECK NO. - 00560800	35.88
SEAN SMITH 7710 N ALTAMONT ST	REFUNDS CHECK NO. - 00560674	108.84
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00560991	266.06
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00560807	30.58
VIKING BUILDERS LLC 19425 E BROADWAY AVE	REFUNDS CHECK NO. - 00560799	461.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WHITE DIAMOND CONSTRUCTION	REFUNDS	
PO BOX 488	CHECK NO. - 00560985	25.08

TOTAL FOR 4300 - SEWER FUND	-----	1,066.13
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4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064195	50.18
CENTURYLINK	TELEPHONE CHECK NO. - 00560660	1,534.45
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80064038	3,377.87
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	270.35
FERGUSON ENTERPRISES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80064042	70,036.74
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,365.00
KEVIN RUMBERGER	PERMITS/OTHER FEES CHECK NO. - 00561016	102.00
NATIONAL AUTO FLEET GROUP DBA CHEVROLET OF WATSONVILLE	VEHICLES ACH PMT NO. - 80064300	88,766.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	137.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	58,066.37
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	8,349.62
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	10,072.62
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064060	2,074.55
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064189	5,163.79

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION	-----	250,366.54
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4320 - RIVERSIDE PARK RECLAMATION FAC

ABADAN REPROGRAPHICS  
BUSINESS EQUIPMENT CENTER

OFFICE SUPPLIES  
CHECK NO. - 00560795

181.04

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80063896	2,100.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064031	96,016.31
CAMTEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064258	201.47
CENTURYLINK	TELEPHONE CHECK NO. - 00560962	1,819.90
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064037	4,490.69
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80064260	1,854.60
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	OPERATING SUPPLIES ACH PMT NO. - 80064261	6,936.00
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80064261	825.46
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80064263	165.01
CONTROL FREEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064267	6,000.00
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	540.79
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80063898	11,910.90
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80064040	1,211.48
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80064040	1,126.85
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80064113	520.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80064041	234.72
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES ACH PMT NO. - 80064044	76.23
H D FOWLER COMPANY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064287	2,004.20

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	5,815.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064292	6,424.56

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80064118	8,782.20
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064295	42,862.91
LARS H HENDRON	LOCAL MILEAGE ACH PMT NO. - 80064341	28.42
LINKO TECHNOLOGY INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80064049	5,300.00
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80064251	90.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	36.00
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064216	6,292.79
PACIFIC POWER GROUP LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064218	2,594.00
POLYDYNE INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064308	23,746.79
POWERCOM.INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80063909	1,622.61
POWERCOM.INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80063909	1,067.22
POWERCOM.INC	MISC SERVICES/CHARGES ACH PMT NO. - 80063909	740.52
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	37,328.56
SPOKANE RIVER FORUM	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00560943	7,500.00
SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80064229	126.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80064325	918.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES	

	ACH PMT NO. - 80064233	4,426.90
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	24,230.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	29,566.69
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064239	1,410.08

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VISIONARY COMMUNICATIONS, INC	TELEPHONE CHECK NO. - 00560945	73.12
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	2,113.47
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	471.70
WINSTON & CASHATT PS	LEGAL SERVICES ACH PMT NO. - 80063921	168,164.63
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80064243	133.88

TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	----- 520,082.63
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4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064195	155.95
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	1,525.00
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00560805	31.51
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	101.00
PHILIP F MESSICK	PERMITS/OTHER FEES CHECK NO. - 00560987	102.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	5,208.09
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	6,355.23
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064060	408.56

WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES	
	CHECK NO. - 00560946	58,987.00
TOTAL FOR 4330 - STORMWATER		72,874.34

4340 - WATER/WW REVENUE BOND FUND

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BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064103	22,303.58
MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80064299	5,872,485.00
HONORABLE MAYOR AND COUNCIL MEMBERS		05/28/19 PAGE 36
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		5,894,788.58

4360 - ENVIRONMENTAL PROGRAMS

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CURTIS HARRIS	PER DIEM	
	ACH PMT NO. - 80064416	83.00
DOUGLAS GREENLUND	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80064155	414.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING	
	CHECK NO. - 00561005	150.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY	
	CHECK NO. - 00561020	607.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT	
	ACH PMT NO. - 80064406	626.04
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,880.34

4370 - SEWER CONSTRUCTION FUND

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WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT	
	ACH PMT NO. - 80064146	21,187.65
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS	
	ACH PMT NO. - 80064146	39,570.25
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		60,757.90

4480 - SOLID WASTE FUND

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CHRISTIE SWISHER 6710 S ECHO RIDGE ST	REFUNDS	
	CHECK NO. - 00560802	6.20

COMMUNITY INTEGRATED SERVICES 228 W INDIANA AVE	REFUNDS CHECK NO. - 00560798	94.45
DENNIS MCLAUGHLIN 4603 S SUNNY CREEK CIR	REFUNDS CHECK NO. - 00560839	31.86
EUGENIA WOERZ PO BOX 2446	REFUNDS CHECK NO. - 00560803	80.22
MARY STANTON 1519 S LIMERICK DR	REFUNDS CHECK NO. - 00560840	16.99
MICHELE SPOERHASE 10618 TRADITION AVE	REFUNDS CHECK NO. - 00560672	10.62
PATRICK & RACHEL MURPHY 3715 N CANNON ST	REFUNDS CHECK NO. - 00560800	34.40

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SEAN SMITH 7710 N ALTAMONT ST	REFUNDS CHECK NO. - 00560674	96.64
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00560991	270.99
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00560807	1,733.87
TOTAL FOR 4480 - SOLID WASTE FUND		2,376.24

4490 - SOLID WASTE DISPOSAL

ALEXANDER BATTEN	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00560960	124.96
APPLIED INDUSTRIAL TECHNOLOGIES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064164	9,686.33
ATLAS COPCO USA HOLDING INC dba ATLAS COPCO RENTAL LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064253	22,995.68
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	291.33
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80064102	4,660.28
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80064255	599.17
BRANDSAFWAY SERVICES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80063911	16,506.73
CENTURYLINK	TELEPHONE	



	CHECK NO. - 00560939	56.37
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064037	12,410.13
CINTAS CORPORATION NO 3 LOC 606	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80064259	129.46
COMBUSTION TECHNOLOGY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064262	3,830.39
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	417.07
DAVID W PAINE	LOCAL MILEAGE ACH PMT NO. - 80064342	206.48
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80064110	4,414.36
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064358	5,430.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DRESSER RAND	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064359	65,256.88
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80064274	3,850.36
ELJAY OIL CO INC	OPERATING SUPPLIES ACH PMT NO. - 80064274	153.33
ERIC S ZAAS	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80063999	20.00
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80064276	3,348.92
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80064276	3,727.22
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064276	3,621.85
FASTENAL CO	SAFETY SUPPLIES ACH PMT NO. - 80064276	145.52
FIELD INSTRUMENTS & CONTROLS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064201	2,749.92
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80064202	6.78
GENERAL KINEMATICS CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064282	5,107.92

GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064285	23,854.32
GREENMARK ENTERPRISES LLC DBA KILLER FILTER	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064205	737.27
GROUP W MARKETING INC KIDS NEWSPAPER	ADVERTISING CHECK NO. - 00560942	500.00
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064207	3,109.32
HELFRICH BROTHERS BOILER WORKS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064289	240,281.31
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	3,745.00
J & T'S LAWN CARE INC DBA GREENSCAPE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80063902	1,192.46
JOHNSON CONTROLS FIRE PROTECTION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064176	610.93
KNIGHT CONSTRUCTION & SUPPLY INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80064177	231,638.70

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KONECRANES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064014	1,357.47
LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064273	1,017.13
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064212	744.06
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80063903	6,875.00
MEASURE TECH INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064373	18,284.31
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064302	2,441.85
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064302	428.92
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064304	1,766.79
NORTHSTAR CHEMICAL INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064304	4,007.52
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80063928	215.00

OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80064305	4,800.49
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80063907	250.00
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064179	45,868.68
ORCA PACIFIC INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064306	1,956.34
PRIME PEST CONTROL	PROFESSIONAL SERVICES CHECK NO. - 00560989	154.64
REGIONAL DISPOSAL COMPANY	CONTRACTUAL SERVICES ACH PMT NO. - 80064310	470,187.29
RICHARD E CRAMER	OPERATING SUPPLIES ACH PMT NO. - 80064245	28.10
SAFETY KLEEN CORPORATION	OPERATING SUPPLIES ACH PMT NO. - 80064224	1,633.50
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-REFUSE COLLECTION TAX CHECK NO. - 00560807	4.95
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	19,849.30

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80063914	696.96
SUNBELT RENTALS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064321	2,239.96
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES CHECK NO. - 00560993	2,290.81
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	292.98
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	23,796.44
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	28,538.47
V BELT GLOBAL SUPPLY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064236	42.18
VALLEY EQUIPMENT COMPANY INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064237	3,201.54
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES	

	-	523.98
WATERCO OF THE PACIFIC NORTH WEST, INC	OPERATING SUPPLIES CHECK NO. - 00560662	209.79
ZAMPELL REFRACTORIES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064025	88,938.63

TOTAL FOR 4490 - SOLID WASTE DISPOSAL	-----	1,408,059.99
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4500 - SOLID WASTE COLLECTION

ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80064247	126.81
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	8,820.71
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80064254	863.28
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064196	4,117.12
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80064349	2,646.33
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	666.15
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80064040	1,125.71

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DUSTIN BENDER	AIRFARE CHECK NO. - 00560961	152.00
DUSTIN BENDER	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00560961	58.38
DUSTIN BENDER	PER DIEM CHECK NO. - 00560961	266.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80063948	67.84
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	4,735.00
MARTIN T HAYES	PERMITS/OTHER FEES CHECK NO. - 00560663	102.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	326.00

RONALD W HRYCENKO	PERMITS/OTHER FEES CHECK NO. - 00560941	102.00
SERIOUS INDUSTRIES INC	MINOR EQUIPMENT ACH PMT NO. - 80064225	5,924.00
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	66,433.01
SPOKANE COUNTY TREASURER	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80064227	141,695.43
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80063915	508.56
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	20,153.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	25,477.89
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80063983	644.86
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	527.24
WA STATE DEPT OF REVENUE	OPERATING RENTALS/LEASES -	71.30
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064242	1,638.40
TOTAL FOR 4500 - SOLID WASTE COLLECTION		287,249.81

4530 - SOLID WASTE LANDFILLS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	1,986.55
CENTURYLINK	TELEPHONE CHECK NO. - 00560660	54.62
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064037	15.42
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	75.00
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80064302	297.30
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80064251	110.00

US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	218.15
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	286.31

TOTAL FOR 4530 - SOLID WASTE LANDFILLS	3,043.35
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4600 - GOLF FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80064027	308.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064254	18.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	378.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	334.32
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	3,990.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	2,149.04

TOTAL FOR 4600 - GOLF FUND	7,178.39
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4700 - DEVELOPMENT SVCS CENTER

20/20 EXTERIORS 914 N COUNTRY CLUB DR	PERMIT REFUNDS PAYABLE CHECK NO. - 00560978	274.50
ADT LLC 18610 E EUCLID AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00560814	15.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BILL PULLIAM 1228 E RICH	PERMIT REFUNDS PAYABLE CHECK NO. - 00560679	397.00
BOONE ELECTRIC CONSTRUCTION 11502 E MONTGOMERY DR #A	PERMIT REFUNDS PAYABLE CHECK NO. - 00560977	15.00
BRENT CRAMER	REGISTRATION/SCHOOLING ACH PMT NO. - 80064269	209.00
CENTENNIAL HOMES LLC 1421 N MEADOWWOOD LN STE 200	PERMIT REFUNDS PAYABLE CHECK NO. - 00560810	5,205.62
DELL MARKETING LP	COMPUTERS	

%DELL USA LP	ACH PMT NO. - 80064040	2,154.06
EPIC ELECTRICAL ENTERPRISE LLC 515 S CHRONICLE RD	PERMIT REFUNDS PAYABLE CHECK NO. - 00560812	100.00
HANDYMAN DANN LLC PO BOX 354	PERMIT REFUNDS PAYABLE CHECK NO. - 00560678	2,475.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,459.00
KENT E WALKER	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80064329	60.00
PACIFIC POWER GROUP LLC 805 BROADWAY #700	PERMIT REFUNDS PAYABLE CHECK NO. - 00560813	20.00
PARAS HOMES LLC 603 N HAVANA ST	PERMIT REFUNDS PAYABLE CHECK NO. - 00560811	743.66
ROB'S DEMOLITION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80064312	2,309.35
THE PIN ENTERTAINMENT 1815W 12TH	PERMIT REFUNDS PAYABLE CHECK NO. - 00560983	30.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	149.66
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	10,701.21
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	12,752.41
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80064239	40.01
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		40,110.48
5100 - FLEET SERVICES FUND		
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00560957	353.16
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80063929	233.15
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064345	1,201.99
BATTERY SYSTEMS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064346	756.90



BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064034	1,403.95
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064397	2,331.10
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00560808	179.69
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80064259	2,022.40
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80064351	79,078.89
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80063942	1,872.09
CONNELL OIL INC DBA CO-ENERGY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064353	1,166.65
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	345.86
CUMMINS NORTHWEST LLC	MINOR EQUIPMENT ACH PMT NO. - 80064068	177.01
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064356	2,018.16
DAVID W PAINE	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80064342	47.57
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064412	5,359.94
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064361	1,540.39
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064275	139.39
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064072	18,220.29
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064363	1,266.71
HASKINS STEEL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064367	61.93

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HI-LINE ELECTRIC CO	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00561003	2,275.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	1,745.00

IDSC HOLDINGS dba SNAP-ON INDUSTRIAL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80063975	1,074.25
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064370	486.70
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80063955	7,046.16
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064296	3,346.83
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064035	47.08
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064286	18.88
MCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80063960	373.58
MODERN MACHINERY CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064374	10,060.07
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064375	1,474.37
MR CAR WASH	CONTRACTUAL SERVICES CHECK NO. - 00560861	1,620.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80064376	1,302.42
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064376	2,708.53
NORTHWEST RADIATOR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00560686	62.07
NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064377	1,647.66
NW HANDLING SYSTEMS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80063963	108.77
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80063965	65.00
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00560988	108.70
PACWEST MACHINERY LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80064379	300.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY
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	ACH PMT NO. - 80064379	5,452.43
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064220	9,582.11
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064313	113.66
SAFETY KLEEN CORPORATION	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80064314	184.62
SEWER EQUIPMENT CO OF AMERICA	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064384	762.96
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00561017	1,057.37
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064318	816.76
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064387	33,909.40
SPECIAL ASPHALT PRODUCTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064319	3,261.56
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064400	413.66
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064402	79.65
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064326	400.59
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80063919	943.43
ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00560992	179.69
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	6,726.85
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	8,441.72
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064408	255.21
WA STATE DEPT OF REVENUE OR CITY OF SPOKANE	DEPOSIT-SALES TAX CHECK NO. - 00560851	200.08
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	105.03
WASHINGTON AUTO CARRIAGE FABRICATION & TRUCK EQUIP INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064330	69.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064411	1,579.65
WESTERN REFUSE & RECYCLING EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064333	1,180.16
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80064413	2,783.39
WESTERN STATES EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064413	1,018.06
WESTERN TRAILER SALES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80063988	143.51
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80064415	5,071.48
TOTAL FOR 5100 - FLEET SERVICES FUND		240,381.27

5200 - PUBLIC WORKS AND UTILITIES

CHRISTOPHER CORDES 3004 E 17TH AVE	REFUNDS CHECK NO. - 00560980	10.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80063899	220.00
GARLAND PRINTING CO	PRINTING/BINDING/REPRO CHECK NO. - 00560831	479.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	820.00
KRISTA RUSTIN 4093 RD E NE	REFUNDS CHECK NO. - 00560984	0.52
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00560807	1.13
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00560944	16,312.23
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	3,359.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	3,710.34
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		24,913.52

5300 - IT FUND

ACCESS INFORMATION HOLDINGS DBA NORTHWEST VITAL RECORDS	ALARM/SECURITY SERVICES ACH PMT NO. - 80064125	808.50
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AT&T	TELEPHONE CHECK NO. - 00560958	93.21
CENTURYLINK	TELEPHONE CHECK NO. - 00560660	4,429.99
DLT SOLUTIONS LLC dba DLT SOLUTIONS	SOFTWARE MAINTENANCE ACH PMT NO. - 80063900	40,961.55
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,426.00
NANCY B WASLEY	BACKGROUND CHECKS ACH PMT NO. - 80063998	48.25
PITNEY BOWES	OPERATING RENTALS/LEASES CHECK NO. - 00560822	137.21
SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80064090	13,267.29
STRONGER INTERNATIONAL	CONTRACTUAL SERVICES ACH PMT NO. - 80063916	1,562.50
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	12,001.23
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	13,713.46
XEROX CORPORATION	OPERATING RENTALS/LEASES ACH PMT NO. - 80063922	3,999.72
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80064148	943.55
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80064150	1,500.76
TOTAL FOR 5300 - IT FUND		95,893.22
5310 - IT CAPITAL REPLACEMENT FUND		
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80064040	3,774.82
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80064187	10,763.66
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		14,538.48

5400 - REPROGRAPHICS FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80064268	7,800.58
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GREAT WESTERN INK INC	OPERATING SUPPLIES CHECK NO. - 00560940	208.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	180.00
MARK ANDY INC DBA MARK ANDY PRINT PRODUCTS	HARDWARE MAINTENANCE ACH PMT NO. - 80064122	1,536.31
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	634.25
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	802.09
VERITIV OPERATING COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80064238	3,500.61
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	18.52
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80064241	1,463.41
TOTAL FOR 5400 - REPROGRAPHICS FUND		16,143.87

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	409.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	1,391.03
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	1,716.04
TOTAL FOR 5500 - PURCHASING & STORES FUND		3,516.07

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	2,193.17
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	7,522.16

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	9,216.37

TOTAL FOR 5600 - ACCOUNTING SERVICES	18,931.70
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5700 - MY SPOKANE

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	590.00
SPOKANE INT'L TRANSLATION/DIV	INTERPRETER COSTS	
OF PERCIBA INC	ACH PMT NO. - 80064228	30.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	2,133.22
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	2,625.83

TOTAL FOR 5700 - MY SPOKANE	5,379.05
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5750 - OFFICE OF PERFORMANCE MGMT

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	375.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	1,505.90
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	1,557.03

TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT	3,437.93
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5800 - RISK MANAGEMENT FUND

US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00560944	207.85
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00560944	207.85-
US BANK OR CITY TREASURER	INSURANCE CLAIMS	
LIABILITY CLAIMS	ACH PMT NO. - 80064235	12,696.14

TOTAL FOR 5800 - RISK MANAGEMENT FUND	12,696.14
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5810 - WORKERS' COMPENSATION FUND

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80064268	141.89
DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80064040	2,637.78
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	360.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	1,412.31

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	1,414.57

TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	5,966.55
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5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	11.24
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS ( CITY )	CHECK NO. - 00561020	35.97
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80064406	42.75

TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	89.96
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5830 - EMPLOYEES BENEFITS FUND

ASSURANCE FITNESS REPAIR	WELLNESS	
	ACH PMT NO. - 80064252	130.68
HRA VEBA TRUST	INSURANCE PREMIUMS	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80064369	2,973.25
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00561005	245.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS	
	ACH PMT NO. - 80064365	255,260.63
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS	
	ACH PMT NO. - 80064223	513,386.86
REHN & ASSOCIATES	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80064087	352.00
REHN & ASSOCIATES	INSURANCE ADMINISTRATION	



SPOKANE CITY TREASURER	ACH PMT NO. - 80064088	1,492.00
SPOKANE FIRE FIGHTERS BENEFIT TRUST	INSURANCE PREMIUMS ACH PMT NO. - 80064393	714,835.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	812.13
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	891.77
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80064410	67,580.00
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,557,959.32

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5900 - ASSET MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80064030	16,204.73
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80064030	782.69
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80064005	2,060.24
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80064005	1,477.57
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80064043	142.47
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	395.00
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00560786	1,193.10
RESOURCE SYNERGY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064089	1,227.59
SCHINDLER ELEVATOR CORP	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80064383	917.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	1,877.70
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	2,240.47
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80064060	347.76
VERIZON WIRELESS	IT/DATA SERVICES	

	ACH PMT NO. - 80064060	80.04
WEINSTEIN WHOLESALERS SOLUTIONS INC	OPERATING SUPPLIES ACH PMT NO. - 80063984	402.33
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		29,348.69
5901 - ASSET MANAGEMENT FUND CAPITAL		
ALABAMA CANINE LAW ENFORCEMENT OFFICERS TRAINING CENTER	K-9s ACH PMT NO. - 80064248	10,500.00
AXON ENTERPRISE INC	OPERATING SUPPLIES ACH PMT NO. - 80064324	1,499.33
SHARP SHOOTING INDOOR RANGE	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80064315	9,791.93
HONORABLE MAYOR AND COUNCIL MEMBERS		05/28/19 PAGE 53
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
WA STATE DEPT OF REVENUE	K-9s -	934.50
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		22,725.76
6070 - FIREFIGHTERS' PENSION FUND		
US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80064234	1,500,000.00
TOTAL FOR 6070 - FIREFIGHTERS' PENSION FUND		1,500,000.00
6080 - POLICE PENSION FUND		
US BANK TRUST NA OR CITY OF SPOKANE	PURCHASE OF INVESTMENTS ACH PMT NO. - 80064095	100,000.00
TOTAL FOR 6080 - POLICE PENSION FUND		100,000.00
6100 - RETIREMENT		
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00561005	260.00
OGLETREE DEAKINS NASH SMOAK & STEWART PC	CONTRACTUAL SERVICES ACH PMT NO. - 80064127	783.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	SOCIAL SECURITY CHECK NO. - 00561020	806.10

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80064406	989.76
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TOTAL FOR 6100 - RETIREMENT	-----	2,838.86
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6200 - FIREFIGHTERS' PENSION FUND

BENEFICIAL IN HOME CARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00560825	935.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00560830	25,746.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00560830	4,375.00
GREGORY HESSE	SERVICE REIMBURSEMENT CHECK NO. - 00560833	350.00
INTERIM HEALTHCARE OF SPOKANE	SERVICE REIMBURSEMENT CHECK NO. - 00560835	450.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMES T BURKE	SERVICE REIMBURSEMENT CHECK NO. - 00560826	84.45
LAWRENCE D MUMMEY	SERVICE REIMBURSEMENT ACH PMT NO. - 80064159	8.49
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80064223	69,542.25
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00560841	20,716.73
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00560841	3,050.00
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSEMENT CHECK NO. - 00560842	18,718.17
SAGEVIEW CONSULTING GROUP, LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80064381	8,947.00
STEVEN DAVIS	SERVICE REIMBURSEMENT CHECK NO. - 00560828	990.00
VAUGHN S YOUNG DBA GUARDIAN ANGEL HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00560832	912.86

TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	-----	154,825.95
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6300 - POLICE PENSION

BENEFICIAL IN HOME CARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00560825	1,883.75
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00560827	4,573.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00560827	433.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00560830	6,815.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00560830	1,950.00
FRED UTTKE	SERVICE REIMBURSEMENT CHECK NO. - 00560850	135.28
GERALD O HICKMAN	SERVICE REIMBURSEMENT CHECK NO. - 00560834	3,257.00
JOHN STANLEY	SERVICE REIMBURSEMENT CHECK NO. - 00560847	664.00
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80064114	3,448.75

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80064223	60,497.34
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TOTAL FOR 6300 - POLICE PENSION	83,657.12
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6730 - PARKING & BUSINESS IMPROV DIST

EAST SPOKANE BUSINESS ASSOCIATION	OTHER MISC CHARGES ACH PMT NO. - 80064200	14,958.59
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TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	14,958.59
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6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80064343	24,206.05
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00560998	810.50
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00560997	280.50

DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER, TRUSTEE CHECK NO. - 00560999	1,044.87
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80064357	120.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80064360	22.50
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00561001	150.00
EVERGREEN FINANCIAL SERVICES	EVERGREEN FINANCIAL SERVICES CHECK NO. - 00560655	1,064.06
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00561002	507.67
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00561004	826.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00561005	284,030.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00561005	9,955.76
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00561006	59,341.93
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00561007	37.50

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREASURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00561008	71,717.09
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00561023	948.74
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80064371	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80064372	2,498.43
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00561012	158.15
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00561013	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00561014	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80064366	614.00

PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00561015	473.55
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80064380	5,604.34
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80064380	16,046.53
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS INC EE ACH PMT NO. - 80064347	54,559.50
SPOKANE FIRE FIGHTERS BENEFIT TRUST	BENEFIT SOLUTIONS MEDSFO EE ACH PMT NO. - 80064347	2,699.58
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE BENEFIT TRUST-VOL LIFE ACH PMT NO. - 80064348	2,293.80
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80064388	877.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80064389	3,309.50
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80064394	638.01
SPOKANE POLICE GUILD LONG TERM DISABILITY	POLICE GUILD LTD ACH PMT NO. - 80064391	25,271.40
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80064390	105.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80064398	410.00

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80064401	248.00
STANDARD INSURANCE COMPANY	STANDARD INSURANCE CO(VL/E) ACH PMT NO. - 80064396	13,190.24
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D CHILD ACH PMT NO. - 80064396	255.00
STANDARD INSURANCE COMPANY	STANDARD LIFE INS-VL/D SPOUSE ACH PMT NO. - 80064396	2,852.60
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00561000	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00561019	12.50
UNITED WAY	UNITED WAY	

	ACH PMT NO. - 80064405	854.00
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FICA WITHHOLDING-CITY CHECK NO. - 00561020	271,013.38
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	FIT WITHHOLDING-CITY CHECK NO. - 00561020	700,634.61
US BANK OR CITY TREASURER EMP BENEFITS ( CITY )	MEDI WITHHOLDING-CITY CHECK NO. - 00561020	105,413.08
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80064406	383,093.51
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00561021	626.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80064409	28,137.25
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00561022	16,656.05
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00561024	475,513.31
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00561025	937.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00561026	310.97
		-----
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,570,959.93
		-----
TOTAL CLAIMS		19,087,074.01

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 20

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/28/19  
TIME: 07:37  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,106.88	24.05	
00560654	A-1 SERVICE	660.00		
00560655	EVERGREEN FINANCIAL SERVICES	1,064.06		
00560656	SPOKANE COUNTY TREASURER	204.00		
00560657	SPOKANE COUNTY TREASURER	58.91		
00560658	ABADAN REPROGRAPHICS	2,092.92		
00560659	AUDUBON VETERINARY CLINIC	197.43		
00560660	CENTURYLINK	9,160.58		
00560661	CITY OF AUBURN	350.00		
00560662	WATERCO OF THE PACIFIC NORTH	209.79		
00560663	MARTIN T HAYES	102.00		
00560664	HI-LINE ELECTRIC CO	649.00		
00560665	JENNIFER JACKSON	196.64		
00560666	TIMOTHY MURPHY	1,000.00		
00560667	WC CONNER EXCAVATING	63.00		
00560668	JENEA CAMPBELL	12.00		
00560669	RICHARD TERZIEFF	45.00		
00560670	PAMALYNN BRAULT	45.00		
00560671	JOANN KITTILSON	100.00		
00560672	MICHELE SPOERHASE	35.42		
00560673	TAWNI PARGMAN	272.68		
00560674	SEAN SMITH	252.96		
00560675	MYSTERY & CARL COUTURE	667.96		
00560676	COURTNEY CAMYN	25.00		
00560677	LYDIA CARLSON	25.00		
00560678	HANDYMAN DANN LLC	2,475.00		
00560679	BILL PULLIAM	397.00		
00560680	JANNA SCHROEDER	25.00		
00560681	CHERIE DELLWO	100.00		
00560682	JERRICH DEAN ORIELY DUNN	12.00		
00560683	FIRST AMERICAN TITLE INS CO	500.00		
00560684	IVAN STALBUN	25.00		
00560685	REGAL RIDGE LLC	19.00		
00560686	NORTHWEST RADIATOR	62.07		
00560687	PRIME PEST CONTROL	163.20		
00560688	JOSEPH ROLOFF	188.74		
00560689	SIGNS NOW	846.31		
00560690	SIX ROBBLEES INC	156.88		
00560691	SPOKANE CITY TREASURER	378.79		
00560692	SPOKANE CITY TREASURER	2,750.85		
00560693	SPOKANE POLICE DEPARTMENT	24.29		
00560694	CRAIG MEIDL OR JUSTIN LUNDGR	4,185.00		
00560695	STREET DEPT IMPREST FUND	41.60		
00560696	TORRE REFUSE & RECYCLING	173.99		
00560697	UNITED PARCEL SERVICE	130.83		
00560698	SOUTHERN POLICE INSTITUTE	1,165.00		
00560699	KRISTEN ZIMMER	126.01		
00560700	MASTER GARDENER FOUNDATION O		40.00	
00560701	DANIEL HALL		150.00	
00560702	JOHN BT GLASS		25.00	
00560703	RILEY CONNORS		25.00	
00560704	JUSTIN HYNES		50.00	
00560705	SPOKANE CHINESE ASSOCIATION		150.00	



REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 20

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 05/28/19  
TIME: 07:37  
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00560706	SPOKANE PUBLIC LIBRARY		886.80	
00560707	WA STATE PATROL		24.00	
00560708	JENSEN DISTRIBUTION SERVICES			290.96
00560709	UNITED RENTALS NW INC			1,519.21
00560784	MR CAR WASH	20.00		
00560785	DAVID STONE	979.20		
00560786	NATIONSERVE	1,193.10		
00560787	SUSANNE MILLER		43.04	
00560788	SPOKANE PUBLIC LIBRARY IMPRE		3.10	
00560789	THE HANOVER INSURANCE GRP IN		5,693.70	
00560790	CENTURYLINK			56.65
00560791	UNITED RENTALS NW INC			1,790.46
00560795	ABADAN REPROGRAPHICS	181.04		
00560796	AT&T MOBILITY	2,765.56		
00560797	QUEEN B RADIO INC dba	2,467.00		
00560798	COMMUNITY INTEGRATED SERVICE	322.57		
00560799	VIKING BUILDERS LLC	461.65		
00560800	PATRICK & RACHEL MURPHY	250.00		
00560801	PERMACOLD ENGINEERING INC	127.10		
00560802	CHRISTIE SWISHER	66.40		
00560803	EUGENIA WOERZ	80.22		
00560804	SHIRLEY EARNSHAW	76.82		
00560805	NORTH SPOKANE IRRIGATION	31.51		
00560806	SPOKANE CITY TREASURER	100.00		
00560807	SPOKANE CITY TREASURER OR	335,313.14		
00560808	C & B UPHOLSTERY INC	179.69		
00560809	HI-LINE ELECTRIC CO	779.32		
00560810	CENTENNIAL HOMES LLC	5,205.62		
00560811	PARAS HOMES LLC	743.66		
00560812	EPIC ELECTRICAL ENTERPRISE L	100.00		
00560813	PACIFIC POWER GROUP LLC	20.00		
00560814	ADT LLC	15.00		
00560815	RISK MANAGEMENT ASC	290.76		
00560816	SUPERIOR TRAMWAY	100.00		
00560817	CHERIE JEAN DELLWO	100.00		
00560818	LAUREN RICHARDSON	1,000.00		
00560819	THE BAIL PROJECT	2,000.00		
00560820	SANDRA SOLOMON	2,000.00		
00560821	TROY GIDDINGS	98.00		
00560822	PITNEY BOWES	137.21		
00560823	US MARSHAL SERVICE	4,780.00		
00560824	FRANCIS ADEWALE	320.63		
00560825	BENEFICIAL IN HOME CARE INC	2,818.75		
00560826	JAMES T BURKE	84.45		
00560827	CRISTA SENIOR COMMUNITY	5,006.00		
00560828	STEVEN DAVIS	990.00		
00560829	DUO-SAFETY LADDER CORP	125.76		
00560830	FAIRWINDS SPOKANE LLC	38,886.00		
00560831	GARLAND PRINTING CO	479.60		
00560832	VAUGHN S YOUNG	912.86		
00560833	GREGORY HESSE	350.00		

00560834	GERALD O HICKMAN	3,257.00
00560835	INTERIM HEALTHCARE OF SPOKAN	450.00

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00560836	MATT GIBSON	88.00		
00560837	MAKOM CORPORATION	19.00		
00560838	THAI BAMBOO RESTAURANT LLC	19.00		
00560839	DENNIS MCLAUGHLIN	34.63		
00560840	MARY STANTON	51.14		
00560841	RIVERVIEW CARE CENTER	23,766.73		
00560842	ROYAL PARK CARE CENTER, LLC	18,718.17		
00560843	JOE SACCO	252.06		
00560844	ANTHONY S SERQUINA	14.00		
00560845	SIX ROBBLEES INC	1,449.11		
00560846	SPOKANE CITY TREASURER	400.00		
00560847	JOHN STANLEY	664.00		
00560848	TASK FORCE TIPS INC	760.91		
00560849	U SELECT IT	1,200.00		
00560850	FRED UTTKE	135.28		
00560851	WA STATE DEPT OF REVENUE	200.08		
00560852	WA STATE PATROL	33.25		
00560853	WA STATE PATROL	6,607.25		
00560854	WA STATE DEPT OF REVENUE		180.52	
00560855	PRECISION GREENHOUSE CONST I			4,573.80
00560857	HABITAT FOR HUMANITY SPOKANE			
00560859	MEGAN BONE	903.66		
00560860	MARY C LOGAN	495.00		
00560861	MR CAR WASH	1,620.00		
00560862	UNITED RENTALS NW INC	1,086.85		
00560863	WESTERN STATES AUTO THEFT	320.00		
00560864	CENTER POINT PUBLISHING INC		270.24	
00560865	ATLAS SAND AND ROCK INC			3,006.43
00560866	CENTURYLINK			64.77
00560867	COMMUNITY COLLEGES OF SPOKAN			221.25
00560868	SPOKANE REGIONAL HEALTH DIST			130.00
00560869	WA STATE DEPT OF REVENUE			80,437.97
00560939	CENTURYLINK	56.37		
00560940	GREAT WESTERN INK INC	208.10		
00560941	RONALD W HRYCENKO	102.00		
00560942	GROUP W MARKETING INC	500.00		
00560943	SPOKANE RIVER FORUM	7,500.00		
00560944	US BANK	20,681.94		
00560945	VISIONARY COMMUNICATIONS, IN	73.12		
00560946	WA STATE DEPT OF ECOLOGY	58,987.00		
00560947	WHITE BLOCK COMPANY INC	11,076.22		
00560948	AUTO-RAIN SPRINKLER		381.51	
00560949	BPR CUMULUS LLC		3,000.00	
00560950	SPOKANE CITY TREASURER			
00560957	ADVANCE AUTO PARTS	353.16		
00560958	AT&T	93.21		
00560959	AVOYELLES PARISH SHERIFF'S	1,121.94		

00560960	ALEXANDER BATTEN	124.96
00560961	DUSTIN BENDER	476.38
00560962	CENTURYLINK	119.10
00560963	MICHAEL ELSTON	220.63
00560964	FORENSIC PIECES INC	445.00
00560965	LUIS GARCIA	176.78

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00560966	RIVERTON LLC	4,892.65		
00560967	MILLER FAMILY REAL ESTATE LL	39,275.00		
00560968	THE BAIL PROJECT	500.00		
00560969	THE BAIL PROJECT	1,000.00		
00560970	SISBRO I, LIMITED PARTNERSHI	147.00		
00560971	RAIN READY GUTTERS	117.00		
00560972	WELLNESS COACHING-SHARON HAG	117.00		
00560973	NOBLE WINDOW WASHING	58.50		
00560974	KELLENE D NIELSEN	15.00		
00560975	VALLEY EMPIRE COLLECTION	55.35		
00560976	VALLEY EMPIRE COLLECTIONS	55.39		
00560977	BOONE ELECTRIC CONSTRUCTION	15.00		
00560978	20/20 EXTERIORS	274.50		
00560979	JOHN BLOUNT	95.02		
00560980	CHRISTOPHER CORDES	287.82		
00560981	MATTHEW & TAMMY JONES	1,682.18		
00560982	KELLEY OLSON	1,102.36		
00560983	THE PIN ENTERTAINMENT	30.00		
00560984	KRISTA RUSTIN	17.25		
00560985	WHITE DIAMOND CONSTRUCTION	25.08		
00560986	MARY C LOGAN	11.00		
00560987	PHILIP F MESSICK	102.00		
00560988	O'REILLY AUTOMOTIVE STORES I	108.70		
00560989	PRIME PEST CONTROL	154.64		
00560990	SIX ROBBLEES INC	106.77		
00560991	SPOKANE CITY TREASURER	400.00		
00560992	ULRICK'S AUTOMATIC	179.69		
00560993	UNITED RENTALS NW INC	1,203.96		
00560994	UNIVERSAL BOOT INC	3,605.00		
00560995	A TO Z RENTALS			65.28
00560996	AUDUBON PARK MASONIC BLDG AS			200.00
00560997	CHILD SUPPORT SERVICES	280.50		
00560998	CALIFORNIA STATE DISBURSEMEN	810.50		
00560999	DANIEL H BRUNNER, TRUSTEE	1,044.87		
00561000	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00561001	EMPLOYMENT SECURITY DEPT	150.00		
00561002	FAMILY SUPPORT REGISTRY	507.67		
00561003	HI-LINE ELECTRIC CO	847.30		
00561004	HUMAN RESOURCES	826.00		
00561005	ICMA RETIREMENT TRUST 457	447,992.42		
00561006	ICMA RETIREMENT TRUST 457 LO	59,341.93		
00561007	IDAHO STATE TAX COMMISSION	37.50		
00561008	ING LIFE INSURANCE & ANNUITY	118,125.44		

00561009	VALLEY EMPIRE COLLECTION	40.75
00561010	TRACEE JENSON-CARROLL	15.00
00561011	THE NATIVE PROJECT	5,000.00
00561012	NEW JERSEY SUPPORT PAYMENT	158.15
00561013	OFFICE OF THE ATTORNEY GENER	273.50
00561014	PEOPLE QUALIFIED COMMITTEE	15.35
00561015	PRE-PAID LEGAL SERVICES INC	473.55
00561016	KEVIN RUMBERGER	102.00
00561017	SIX ROBBLEES INC	793.72
00561018	TIMOTHY E SZAMBELAN	268.04

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00561019	UNITED STATES TREASURY	12.50		
00561020	US BANK OR CITY TREASURER	1,453,487.53		
00561021	WA GET PROGRAM	626.50		
00561022	WA STATE SUPPORT REGISTRY OR	16,656.05		
00561023	JUNE WALLACE	948.74		
00561024	WASHINGTON LEOFF	770,603.38		
00561025	WESTERN STATES POLICE MEDICA	1,562.50		
00561026	WSCCCE, AFSCME, AFL-CIO	310.97		
00561027	PETER ANDERSON		781.73	
00561028	RILEY CONNORS		25.00	
00561029	JOHN BT GLASS		25.00	
00561030	JUSTIN HYNES		50.00	
00561031	WASHINGTON TRAILS ASSOCIATIO		75.00	
00561032	NICOLE WILLMS		75.00	
00561033	SAKI KATAYAMA		50.00	
00561034	RICK NEWMAN		75.00	
00561035	MUKOGAWA FORT WRIGHT INSTITU		150.00	
00561036	LIPING ZHU		50.00	
80063894	ACCELERATED DATA SYSTEMS INC			
80063895	AHBL INC			
80063896	ALS LABORATORY GROUP	2,100.00		
80063897	BASALT ROCK LLC			
80063898	DALLY ENVIRONMENTAL LLC	11,910.90		
80063899	DEVRIES INFORMATION MANAGEME	220.00		
80063900	DLT SOLUTIONS LLC	40,961.55		
80063901	FRONTIER BEHAVIORAL HEALTH			
80063902	J & T'S LAWN CARE INC	1,192.46		
80063903	MCCOY POWER CONSULTANTS INC	6,875.00		
80063904	MOSS & BARNETT	12,015.33		
80063905	NE COMMUNITY CENTER ASSN			
80063906	TRANSITIONAL PROGRAMS FOR			
80063907	OIL RE-REFINING CO INC	250.00		
80063908	PARTNERS WITH FAMILIES &			
80063909	POWERCOM.INC	3,430.35		
80063910	QUINN GROUP	3,482.32		
80063911	BRANDSAFWAY SERVICES INC	16,506.73		
80063912	THE SALVATION ARMY			
80063913	SPOKANE NEIGHBORHOOD ACTION			
80063914	SPOKANE INT'L AIRPORT	696.96		

80063915	SPOKANE PRO CARE INC	508.56	
80063916	STRONGER INTERNATIONAL	1,562.50	
80063917	SUMMIT LAW GROUP PLLC	3,621.00	
80063918	LARRY TANGEN	156.00	
80063919	TOBY'S BODY & FENDER INC	943.43	
80063920	VERIZON WIRELESS		
80063921	WINSTON & CASHATT PS	168,164.63	
80063922	XEROX CORPORATION	3,999.72	
80063923	YFA CONNECTIONS		
80063924	ACRANET CBS BRANCH/DIV OF	32.00	
80063925	ACTION MATERIALS	5,036.92	
80063926	ALLIED ENVELOPE	118.98	
80063927	ALSCO DIVISION OF ALSCO INC	350.83	36.35
80063928	NORTHWEST INDUSTRIAL SERVICE	519.38	

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80063929	AMERIGAS PROPANE LP	233.15		
80063930	ARAMARK UNIFORM SERVICES	27.12		
80063931	AVISTA UTILITIES	212,773.41	1,784.11	
80063932	BACKSTAGE LIBRARY WORKS		199.00	
80063933	BAKER & TAYLOR BOOKS		3,672.55	
80063934	BARR-TECH LLC			447.80
80063935	BRIDGESTONE AMERICAS INC	3,163.80		
80063936	BUDINGER & ASSOCIATES INC	2,616.73		
80063937	CENGAGE LEARNING INC		117.35	
80063938	CINTAS CORPORATION NO 3	10,190.47		
80063939	CITY SERVICE VALCON LLC	24,426.45		729.30
80063940	COMMONSTREET CONSULTING LLC	476.01		
80063941	CONCESSION SUPPLY/DIV OF			364.27
80063942	CONNELL OIL INC	1,872.09		
80063943	CONSOLIDATED SUPPLY CO	1,890.98		
80063944	COUNTRY HOMES POWER EQUIPMEN	3,702.57		
80063945	COWLES PUBLISHING COMPANY	236.36		
80063946	DEVRIES INFORMATION MANAGEME	134.40		
80063947	FASTENAL CO	1,279.49		
80063948	FIKES NORTHWEST INC/DIV OF	67.84		
80063949	FRANCIS AVENUE HARDWARE	565.01		
80063950	GALLS LLC	9,609.34		
80063951	SEAN GLASOW		100.00	
80063952	GORDON TRUCK CENTERS INC DBA	75,313.50		
80063953	GRAINGER INC	432.80		
80063954	CORE & MAIN LP	53,449.25		
80063955	KENWORTH SALES COMPANY	7,046.16		
80063956	LANGUAGE LINE SERVICES	14.18		
80063957	LEXIS-NEXIS RISK & ANALYTICS	67.90		
80063958	LOOMIS ARMORED US INC	1,385.31		
80063959	LSB CONSULTING ENGINEERS PLL	6,355.00		
80063960	MCLOUGHLIN & EARDLEY GROUP	373.58		
80063961	MIDWEST TAPE		144.77	
80063962	MODERN MACHINERY CO INC	6,114.67		
80063963	NW HANDLING SYSTEMS INC	108.77		

80063965	OCCUPATIONAL MEDICINE	5,060.25	
80063966	OCLC INC		3,445.93
80063967	OVERDRIVE INC		1,082.91
80063968	PACWEST MACHINERY LLC	88.31	
80063969	FRANK A RAWLEY		11.60
80063970	RECORDED BOOKS INC		1,339.85
80063971	RIVER PARK SQUARE LLC	698.25	
80063972	SAN DIEGO POLICE EQUIP CO IN	11,366.33	
80063973	SITEONE LANDSCAPE SUPPLY LLC		1,489.81
80063974	MATT HOUSTON	550.00	
80063975	IDSC HOLDINGS	1,074.25	
80063976	SOLID WASTE SYSTEMS INC	13,350.59	
80063977	SPOKANE COUNTY TITLE CO	573.38	
80063978	SPOKANE COUNTY TREASURER	11,736.96	
80063979	SPOKANE INT'L AIRPORT	473.06	
80063980	STAR RENTALS & SALES		533.12
80063981	BRAD L WHITE	1,234.73	
80063982	UNIVERSAL ATHLETIC SVCS INC		6,478.41

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80063983	VERIZON WIRELESS	39,293.96		
80063984	WEINSTEIN WHOLESALERS SOLUTIO	402.33		
80063985	DOBBS HEAVY DUTY HOLDINGS LL	901.58		
80063986	WESTERN STATES EQUIPMENT CO	2,889.12		
80063987	WESTERN STATES FIRE PROTECTI		2,150.23	
80063988	WESTERN TRAILER SALES	143.51		
80063989	CATHERINE G BAKKEN		56.02	
80063990	CHRISTOPHER BENESCH	3,299.68		
80063991	VIRGINIA R FRERICH		34.51	
80063992	LARRY B HUGHES		14.79	
80063993	JASON C JOHNSON		75.46	
80063994	JUAN JUAN MOSES		41.01	
80063995	MARK E POND		866.89	
80063996	JENNIFER SAXON	492.20		
80063997	TERESA L C STRIPES	244.36		
80063998	NANCY B WASLEY	48.25		
80063999	ERIC S ZAAS	20.00		
80064000	ABM JANITORIAL SERVICES SOUT	3,965.31		
80064001	A-L COMPRESSED GASES			117.61
80064002	JOHN MENETTO	1,920.06		
80064003	CITY SERVICE VALCON LLC			3,655.28
80064004	CONTRACT DESIGN ASSOCIATES I			2,178.19
80064005	CONTROL SOLUTIONS NW INC	3,537.81		
80064006	DANA R DALRYMPLE		28.77	
80064007	DELL MARKETING LP			100.31
80064008	ENVIRONMENT CONTROL OF SPOKA	4,375.00		
80064009	EXPRESS NAME TAGS & MORE, IN		10.89	
80064010	FIRSTWATCH SOLUTIONS INC	9,503.04		
80064011	GRAPHIC ART PRODUCTIONS DBA			165.53
80064012	GREENLEAF LANDSCAPING INC		5,836.65	
80064013	CPM DEVELOPMENT CORP DBA	280,904.26		

80064014	KONECRANES INC	1,357.47		
80064015	MCKINSTRY CO LLC		828.88	
80064016	OXARC INC			530.13
80064017	POWER TO THE POETRY LLC		200.00	
80064018	PREMERA BLUE CROSS OR	467,245.58		
80064019	QUANTIX INC/ENTERTAINMENT			14.12
80064020	SENSKE PEST CONTROL	1,581.43		
80064021	US BANK OR CITY TREASURER	6,884.32		
80064022	US BANK P CARD PAYMENTS	173,939.74		
80064023	WILDROSE LTD dba			225.64
80064024	XO COMMUNICATIONS INC		929.94	
80064025	ZAMPELL REFRACTORIES INC	88,938.63		
80064026	NATHANIEL JAMES ODLE	574.06		
80064027	ACRANET CBS BRANCH/DIV OF	2,646.00		
80064028	ACTION MATERIALS	9,033.59		
80064029	NORTHWEST INDUSTRIAL SERVICE	514.00		
80064030	AVISTA CORPORATION	16,987.42		
80064031	AVISTA UTILITIES	116,661.81		
80064032	BATTERY SYSTEMS INC	234.90		
80064033	BEACON SERVICE INC	1,298.89		
80064034	BECKER BUICK-GMC INC	1,403.95		
80064035	LITHIA MOTORS PAYMENT	47.08		

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80064036	CPM DEVELOPMENT CORP DBA	2,889.37		
80064037	CINTAS CORPORATION NO 3	6,725.77		
80064038	CITY SERVICE VALCON LLC	3,377.87		
80064039	COPIERS NORTHWEST INC	374.88		
80064040	DELL MARKETING LP	13,690.92		
80064041	FEDERAL EXPRESS CORP/DBA FED	234.72		
80064042	FERGUSON ENTERPRISES INC	70,036.74		
80064043	FIKES NORTHWEST INC/DIV OF	210.32		
80064044	FROSTY ICE/DIV OF R PLUM COR	76.23		
80064045	GORDON TRUCK CENTERS INC DBA	17,060.71		
80064046	GRAPHIC ART PRODUCTIONS DBA	374.62		
80064047	H D FOWLER COMPANY	67,480.54		
80064048	CPM DEVELOPMENT CORP DBA	63,317.37		
80064049	LINKO TECHNOLOGY INC	5,300.00		
80064050	MOTION AUTO SUPPLY	186.11		
80064051	NAPA AUTO PARTS	2,137.15		
80064052	NATIONAL BARRICADE COMPANY	2,894.45		
80064053	NEPTUNE TECHNOLOGY GROUP INC	6,454.55		
80064054	OGLETREE DEAKINS NASH SMOAK	2,044.50		
80064055	OXARC INC	1,022.57		
80064056	SHI CORP	673.83		
80064057	ST ANN PARISH	475.00		
80064058	UL LLC	5,685.00		
80064059	US BANK TRAVEL CARD	64,680.80	5,431.61	2,673.87
80064060	VERIZON WIRELESS	2,881.93		
80064061	VICTOR JOHN GIAMPIETRI	497.90		
80064062	WENDLE FORD NISSAN ISUZU	790.69		

80064063	WCP SOLUTIONS	689.71
80064064	WESTERN STATES ASPHALT LLC	3,273.53
80064065	INLAND PACIFIC HOSE & FITTIN	32.16
80064066	ALCOHOL MONITORING SYSTEMS I	14,729.42
80064067	COFFMAN ENGINEERS INC	2,345.00
80064068	CUMMINS NORTHWEST LLC	211.91
80064069	ELJAY OIL CO INC	974.38
80064070	LUKE ESSER	2,500.00
80064071	GALLS LLC	4,936.59
80064072	GORDON TRUCK CENTERS INC DBA	1,462.82
80064073	KAISER FOUNDATION HEALTH PLA	126,437.88
80064074	INFOR PUBLIC SECTOR INC	68,315.88
80064075	KENWORTH SALES COMPANY	2,621.46
80064076	KRONOS INCORPORATED	29,403.60
80064077	MOTION AUTO SUPPLY	305.40
80064078	DAWN SUGASA	2,000.00
80064079	NAPA AUTO PARTS	1,800.91
80064080	NATIONAL COUNCIL FOR COM DEV	3,000.00
80064081	NE COMMUNITY CENTER ASSN	6,956.07
80064082	NET TRANSCRIPTS INC	1,026.84
80064083	NOVUS AUTO GLASS	1,099.89
80064084	PASSPORT LABS INC	4,138.80
80064085	PROHIBITION GASTROPUB LLC	6,227.29
80064086	PROVOST PROFESSIONAL	795.63
80064087	REHN & ASSOCIATES	352.00
80064088	REHN & ASSOCIATES	1,492.00

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80064089	RESOURCE SYNERGY LLC	1,227.59		
80064090	SPOKANE COUNTY TREASURER	13,267.29		
80064091	SPOKANE EMERGENCY PHYSICIANS	7,283.17		
80064092	SPOKANE POLICE FOUNDATION	24,000.00		
80064093	THE ACADEMY OF SPORTS	2,980.00		
80064094	UNIVERSAL PROTECTION SERVICE	198.55		
80064095	US BANK TRUST NA	100,000.00		
80064096	WASHINGTON DENTAL SERVICE OR	30,253.89		
80064097	INLAND PACIFIC HOSE & FITTIN	112.49		
80064098	AECOM TECHNICAL SERVICES INC	10,291.86		
80064099	ALTA SCIENCE & ENGINEERING I	10,652.55		
80064100	ANATEK LABS INC	20.00		
80064101	ARROW INTERNATIONAL	3,844.50		
80064102	AVISTA UTILITIES	4,660.28		
80064103	BUDINGER & ASSOCIATES INC	32,947.59		
80064104	CHASE YOUTH FOUNDATION	11,250.00		
80064105	COFFMAN ENGINEERS INC	14,841.00		
80064106	CONNELL OIL INC	941.39		
80064107	STEVE CONNER			9,050.69
80064108	COPIERS NORTHWEST INC	214.22		
80064109	CREEK AT QUALCHAN GOLF COURS			9,142.16
80064110	DICK IRVIN INC.	4,414.36		
80064111	DIVINES TOWING/DIV OF	215.92		



80064112	DUNCAN PARKING TECHNOLOGIES	4,647.50	
80064113	EUROFINS FRONTIER GLOBAL	520.00	
80064114	MANITO CAPITAL LLC	3,448.75	
80064115	FIKES NORTHWEST INC/DIV OF	27.14	
80064116	GROUNDWATER SOLUTIONS INC	12,115.85	
80064117	HISTORICAL RESEARCH ASSOCIAT	537.14	
80064118	K & L GATES LLP	8,782.20	
80064119	BRYCE LEMING	282.06	
80064120	LOOMIS ARMORED US INC	511.88	
80064121	MARINE RIGGING & BOAT	332.13	
80064122	MARK ANDY INC	1,536.31	
80064123	MOSS-ADAMS LLP		
80064124	NEPTUNE TECHNOLOGY GROUP INC	37,422.40	
80064125	ACCESS INFORMATION HOLDINGS	4,678.95	
80064126	OAC SERVICES INC	31,473.81	
80064127	OGLETREE DEAKINS NASH SMOAK	783.00	
80064128	OVERHEAD DOOR CO OF SPOKANE		484.09
80064129	PATRIOT FIRE PROTECTION INC		240.00
80064130	PMWEB INC	25,159.16	
80064131	POHL SPRING WORKS INC	45.08	
80064132	PROFESSIONAL ACCOUNT	17,353.20	
80064133	SANDBAGGERS CLUB LLC		4,887.57
80064134	SECOND HARVEST FOOD BANK OF		
80064135	SHAMROCK MANUFACTURING INC	5,166.65	
80064136	SPOKANE NEIGHBORHOOD ACTION		
80064137	SOUTHWEST SPOKANE COMMUNITY	3,091.71	
80064138	SPOKANE COUNTY TREASURER	10,435.50	
80064139	SPOKANE POLICE CHAPLAINCY	136.12	
80064140	STERICYCLE INC	1,521.74	
80064141	T & T GOLF MANAGEMENT INC		7,753.14

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80064142	TRANSITIONS DBA TRANSITIONAL			
80064143	TRINDERA ENGINEERING	1,827.50		
80064144	UNIVERSAL PROTECTION SERVICE	245.58		
80064145	VOLUNTEERS OF AMERICA OF			
80064146	WA STATE DEPT OF ECOLOGY	419,442.50		
80064147	DOBBS HEAVY DUTY HOLDINGS LL	86.38		
80064148	XO COMMUNICATIONS INC	978.89		
80064149	YWCA			
80064150	ZAYO GROUP HOLDINGS INC	1,500.76		
80064151	JON ADAMS	356.47		
80064152	JEREMY J ATWOOD	244.00		
80064153	JAMES C BRUNER	14.00		
80064154	MICHAEL J DAWSON	172.08		
80064155	DOUGLAS GREENLUND	414.12		
80064156	INLAND PACIFIC HOSE & FITTIN	2,209.40		
80064157	LOUIS LEFEBVRE	293.26		
80064158	JAMIE J MCINTYRE	200.64		
80064159	LAWRENCE D MUMMEY	8.49		
80064160	ERIC REGALADO	283.00		

80064161	ADVENTOS LLC	24,752.00		
80064162	ALPINE BISTRO & BAKERY CO			389.90
80064163	AM HARDWARE CO			990.04
80064164	APPLIED INDUSTRIAL	9,686.33		
80064165	ARTFUL SOULSCAPES, LLC			98.00
80064166	BAKER & TAYLOR BOOKS		7,564.42	
80064167	BERNARDO-WILLS ARCHITECTS PC			102,232.91
80064168	CENGAGE LEARNING INC		611.56	
80064169	CITY SERVICE VALCON LLC			4,007.64
80064170	DIVCO INC	1,774.69		
80064171	DRESSER RAND	19,680.21		
80064172	FRED C GLOECKNER & CO INC			2,628.00
80064173	GARCO CONSTRUCTION INC			2,474,419.91
80064174	HELENA AGRI-ENTERPRISES			1,928.95
80064175	INLAND POWER & LIGHT CO			136.29
80064176	JOHNSON CONTROLS FIRE	610.93		
80064177	KNIGHT CONSTRUCTION &	231,638.70		
80064178	MIDWEST TAPE		87.10	
80064179	ONLINE CLEANING SERVICES	45,868.68		
80064180	OVERDRIVE INC		1,630.84	
80064181	OXARC INC			5.88
80064182	SIMPLIT PARTNERS			2,131.10
80064183	SOIL TECHNOLOGIES CORP			1,228.30
80064184	TC SHERRY & ASSOCIATES PS db			24,706.80
80064185	SPOKANE REGIONAL CONVENTION			5,000.00
80064186	VERIZON WIRELESS			2,891.79
80064187	VOLT MANAGEMENT CORP	10,763.66		
80064188	WESTERN EQUIPMENT DISTRIBUTO			4,748.52
80064189	WSF LLC	5,163.79		
80064190	WILBUR ELLIS COMPANY			3,010.35
80064191	WILDROSE LTD dba			676.71
80064192	ERIN WILSON			364.00
80064193	XO COMMUNICATIONS INC			143.40
80064194	NORTHWEST INDUSTRIAL SERVICE			

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80064195	AVISTA UTILITIES	206.13		
80064196	BARR-TECH LLC	4,117.12		
80064197	BASALT ROCK LLC			
80064198	CATHOLIC CHARITIES			
80064199	CONTROL SOLUTIONS NW INC		22,760.10	
80064200	EAST SPOKANE BUSINESS	14,958.59		
80064201	FIELD INSTRUMENTS & CONTROLS	2,749.92		
80064202	FIKES NORTHWEST INC/DIV OF	6.78		
80064203	GOODWILL INDUSTRIES OF THE			
80064204	GRAYMONT CAPITAL INC.	16,149.43		
80064205	GREENMARK ENTERPRISES LLC	737.27		
80064206	GSC MEALS ON WHEELS			
80064207	HASKINS STEEL CO INC	3,109.32		
80064208	HISTORICAL RESEARCH ASSOCIAT	1,571.57		
80064209	INTERFAITH HOSPITALITY			

80064210	HOME DEPOT USA INC		167.60	
80064211	ELIZABETH A PIKE			20.30
80064212	LOOMIS ARMORED US INC	1,767.82		
80064213	LSB CONSULTING ENGINEERS PLL	2,632.50		
80064214	NEPTUNE TECHNOLOGY GROUP INC	3,193.49		
80064215	NORCO INC	2,048.26		
80064216	OLIN CORPORATION	6,292.79		
80064217	OXARC INC	652.31		
80064218	PACIFIC POWER GROUP LLC	2,594.00		
80064219	PACIFIC NW INLANDER/DIV OF		555.55	
80064220	PAPE MACHINERY INC	9,582.11		
80064221	PARTSMaster/DIV OF NCH CORP		136.51	
80064222	POLYDYNE INC	21,723.25		
80064223	PREMERA BLUE CROSS OR	176,180.87		
80064224	SAFETY KLEEN CORPORATION	1,633.50		
80064225	SERIOUS INDUSTRIES INC	5,924.00		
80064226	SPOKANE NEIGHBORHOOD ACTION			
80064227	SPOKANE COUNTY TREASURER	141,695.43		
80064228	SPOKANE INT'L TRANSLATION/DI	30.00		
80064229	SVL ANALYTICAL INC	126.00		
80064230	TESTAMERICA LABORATORIES INC	164.00		
80064231	TRANSITIONS DBA TRANSITIONAL			
80064232	CHESTER JOHN CASKEY			510.00
80064233	TWO RIVERS TERMINAL LLC	4,426.90		
80064234	US BANK TRUST NA	1,500,000.00		
80064235	US BANK OR CITY TREASURER	5,811.82		
80064236	V BELT GLOBAL SUPPLY INC	42.18		
80064237	VALLEY EQUIPMENT COMPANY INC	3,201.54		
80064238	VERITIV OPERATING COMPANY	3,500.61		
80064239	VERIZON WIRELESS	5,207.53		
80064240	VOLUNTEERS OF AMERICA OF			
80064241	WCP SOLUTIONS	773.70		
80064242	WSF LLC	1,638.40		
80064243	XO COMMUNICATIONS INC	195.64		
80064244	YWCA			
80064245	RICHARD E CRAMER	28.10		
80064246	ACTION MATERIALS	140.49		
80064247	ACTION MEDICAL INC	126.81		

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80064248	ALABAMA CANINE LAW ENFORCEME	10,500.00		
80064249	ROBERT EARL ALFORD	155.18		
80064250	ALPINE BISTRO & BAKERY CO			157.64
80064251	NORTHWEST INDUSTRIAL SERVICE	200.00		
80064252	ASSURANCE FITNESS REPAIR	130.68		
80064253	ATLAS COPCO USA HOLDING INC	22,995.68		
80064254	AVISTA UTILITIES	30,254.99		
80064255	BANNER FURNACE & FUEL	599.17		
80064256	BARR-TECH LLC			472.54
80064257	BATTERY SYSTEMS INC	151.85		
80064258	CAMTEK INC	201.47		

80064259	CINTAS CORPORATION NO 3	2,151.86	
80064260	CITY SERVICE VALCON LLC	5,567.05	
80064261	COLUMBIA ELECTRIC SUPPLY/DIV	7,761.46	
80064262	COMBUSTION TECHNOLOGY LLC	3,830.39	
80064263	COMCAST	165.01	
80064264	COMCAST		352.94
80064265	CONNELL OIL INC	2,550.42	
80064266	CONTRACT DESIGN ASSOCIATES I	1,974.80	
80064267	CONTROL FREEK INC	6,000.00	
80064268	COPIERS NORTHWEST INC	18,216.27	
80064269	BRENT CRAMER	209.00	
80064270	CUMMINS NORTHWEST LLC	274.17	
80064271	JIM'S TRANSFER INC DBA DEVRI	202.50	
80064272	DOUGHBOYS TOOLS & EQUIPMENT	1,132.56	
80064273	LECCO ENTERPRISES LLC	1,017.13	
80064274	ELJAY OIL CO INC	4,003.69	
80064275	EVERGREEN STATE TOWING LLC	139.39	
80064276	FASTENAL CO	10,843.51	
80064277	FEDERAL EXPRESS CORP/DBA FED	90.48	
80064278	FIKES NORTHWEST INC/DIV OF	40.71	
80064279	FLOW ADVENTURES		326.70
80064280	GALLS LLC	8,804.74	
80064281	GARCO CONSTRUCTION INC	57,219.73	
80064282	GENERAL KINEMATICS CORPORATI	5,107.92	
80064283	GORDON TRUCK CENTERS INC DBA	462.71	
80064284	GRAINGER INC	496.77	
80064285	GRAYMONT CAPITAL INC.	7,704.89	
80064286	MCCOLLUM FORD SALES INC	18.88	
80064287	H D FOWLER COMPANY	2,004.20	
80064288	HALME CONSTRUCTION INC	209,433.02	
80064289	HELFRICH BROTHERS BOILER WOR	240,281.31	
80064290	HOLT SERVICES INC	130,298.84	
80064291	CPM DEVELOPMENT CORP DBA	46,993.41	
80064292	INLAND ENVIRONMENTAL RESOURC	6,424.56	
80064293	INLAND PACIFIC HOSE & FITTIN	286.48	
80064294	INT'L LEISURE CONSULTANTS IN		775.00
80064295	KEMIRA WATER SOLUTIONS INC	42,862.91	
80064296	KENWORTH SALES COMPANY	725.37	
80064297	LSB CONSULTING ENGINEERS PLL	1,367.50	
80064298	MODERN MACHINERY CO INC	4,082.34	
80064299	MWH CONSTRUCTORS INC &	5,946,786.25	
80064300	NATIONAL AUTO FLEET GROUP	88,766.00	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80064301	NEPTUNE TECHNOLOGY GROUP INC	27,634.90		
80064302	NORCO INC	1,129.18		
80064303	NORTH CREEK NURSERIES			980.21
80064304	NORTHSTAR CHEMICAL INC	5,774.31		
80064305	OCCUPATIONAL MEDICINE	4,734.49		
80064306	ORCA PACIFIC INC	1,956.34		
80064307	PACWEST MACHINERY LLC	217.10		

80064308	POLYDYNE INC	2,023.54	
80064309	RED DIAMOND CONSTRUCTION INC	52,030.68	
80064310	REGIONAL DISPOSAL COMPANY	470,187.29	
80064311	MARK WICKLIFFE dba	103.46	
80064312	ROB'S DEMOLITION INC	2,309.35	
80064313	RWC INTERNATIONAL LTD	113.66	
80064314	SAFETY KLEEN CORPORATION	184.62	
80064315	SHARP SHOOTING INDOOR RANGE	9,791.93	
80064316	SIGNS FOR SUCCESS INC	4,481.24	
80064317	SIMPLOT PARTNERS		543.96
80064318	SOLID WASTE SYSTEMS INC	15,372.63	
80064319	SPECIAL ASPHALT PRODUCTS	3,261.56	
80064320	SPOKANE COUNTY TREASURER	703.12	
80064321	SUNBELT RENTALS INC	2,239.96	
80064322	BRAD L WHITE	691.52	
80064323	TACOMA SCREW PRODUCTS INC	6.07	
80064324	AXON ENTERPRISE INC	1,499.33	
80064325	TESTAMERICA LABORATORIES INC	754.00	
80064326	TITAN TRUCK EQUIPMENT	400.59	
80064327	US BANK	4,715.50	
80064328	WA STATE CRIMINAL JUSTICE	3,400.00	
80064329	KENT E WALKER	60.00	
80064330	WASHINGTON AUTO CARRIAGE	69.33	
80064331	WENDLE FORD NISSAN ISUZU	502.04	
80064332	DOBBS HEAVY DUTY HOLDINGS LL	1,132.94	
80064333	WESTERN REFUSE & RECYCLING	1,180.16	
80064334	WESTERN STATES EQUIPMENT CO	512.27	
80064335	ERIN WILSON		495.60
80064336	WYOMING WRECKER LLC	180.88	
80064337	XYLINA WEAVER		193.20
80064338	BRANDON BLANKENAGEL	557.96	
80064339	KAREN L FELBER		54.00
80064340	NATHAN GWINN	237.48	
80064341	LARS H HENDRON	28.42	
80064342	DAVID W PAINE	254.05	
80064343	AFLAC/AMERICAN FAMILY LIFE	24,206.05	
80064344	ALSCO DIVISION OF ALSCO INC		36.35
80064345	AVISTA UTILITIES	34.74	712.77
80064346	BATTERY SYSTEMS INC	370.15	
80064347	SPOKANE FIRE FIGHTERS BENEFI	57,259.08	
80064348	SPOKANE FIRE FIGHTERS BENEFI	2,293.80	
80064349	C & C YARD CARE	2,646.33	
80064350	CINTAS CORPORATION NO 3		60.85
80064351	CITY SERVICE VALCON LLC	50,939.99	
80064352	HIP OF SPOKANE COUNTY DBA		843.75
80064353	CONNELL OIL INC	469.28	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80064354	STEVE CONNER			4,530.95
80064355	CREEK AT QUALCHAN GOLF COURS			15,020.34
80064356	CUMMINS NORTHWEST LLC	1,709.09		

80064357	DIGNITARY PROTECTION TEAM FU	120.00	
80064358	DIVCO INC	3,655.47	
80064359	DRESSER RAND	45,576.67	
80064360	EDU MEMBERSHIP FUND	22.50	
80064361	ELJAY OIL CO INC	566.01	
80064362	SEAN GLASOW		100.00
80064363	GORDON TRUCK CENTERS INC DBA	936.26	
80064364	GROUP 4 ARCHITECTURE,RESEARC		275,406.86
80064365	KAISER FOUNDATION HEALTH PLA	128,822.75	
80064366	POLICE GUILD LEGAL DEFENSE	614.00	
80064367	HASKINS STEEL CO INC	61.93	
80064368	HILL INTERNATIONAL INC		11,266.25
80064369	HRA VEBa TRUST	2,973.25	
80064370	INLAND PACIFIC HOSE & FITTIN	55.57	
80064371	LTS & CPTS LEGAL DEFENSE FUN	42.00	
80064372	M & P ASSOCIATION	2,498.43	
80064373	MEASURE TECH INC	18,284.31	
80064374	MODERN MACHINERY CO INC	718.22	
80064375	MOTION AUTO SUPPLY	982.86	
80064376	NAPA AUTO PARTS	1,790.25	
80064377	NOVUS AUTO GLASS	547.77	
80064378	OXARC INC		939.53
80064379	PACWEST MACHINERY LLC	5,447.02	
80064380	REHN & ASSOCIATES	21,650.87	
80064381	SAGEVIEW CONSULTING GROUP, L	8,947.00	
80064382	SANDBAGGERS CLUB LLC		3,054.72
80064383	SCHINDLER ELEVATOR CORP	917.00	
80064384	SEWER EQUIPMENT CO OF AMERIC	762.96	
80064385	SIMPLOT PARTNERS		2,286.90
80064386	SISTER CITIES ASSN OF SPOKAN	2,205.87	
80064387	SOLID WASTE SYSTEMS INC	6,002.94	
80064388	SPOKANE POLICE BENEFIT ASSOC	877.50	
80064389	SPOKANE POLICE CHAPLAIN	3,309.50	
80064390	SPOKANE POLICE K-9 MEMBERSHI	105.00	
80064391	SPOKANE POLICE GUILD LONG	25,271.40	
80064392	SPOKANE COUNTY TREASURER	49,877.33	
80064393	SPOKANE FIRE FIGHTERS BENEFI	714,835.00	
80064394	SPOKANE POLICE GUILD FRATERN	638.01	
80064395	SPOKANE TRANSIT AUTHORITY	5,636.58	
80064396	STANDARD INSURANCE COMPANY	16,297.84	
80064397	BRAD L WHITE	404.85	
80064398	SPOKANE POLICE SWAT TEAM	410.00	
80064399	T & T GOLF MANAGEMENT INC		5,906.34
80064400	TACOMA SCREW PRODUCTS INC	407.59	
80064401	SPOKANE POLICE TACTICAL TEAM	248.00	
80064402	TIFCO INDUSTRIES	79.65	
80064403	TRUMBA CORPORATION		809.85
80064404	DBA JOHNSON CONTROLS FIRE		11,902.32
80064405	UNITED WAY	854.00	
80064406	US BANK TRUST NA	766,187.02	

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80064407	US BANK P CARD PAYMENTS	137,244.75		
80064408	VERIZON WIRELESS	255.21	465.41	
80064409	WA ST COUNCIL OF CITY & COUN	28,137.25		
80064410	WASHINGTON DENTAL SERVICE OR	37,326.11		
80064411	WENDLE FORD NISSAN ISUZU	286.92		
80064412	DOBBS HEAVY DUTY HOLDINGS LL	3,325.42		
80064413	WESTERN STATES EQUIPMENT CO	400.06		
80064414	WILDROSE LTD dba			313.85
80064415	WINGFOOT COMMERCIAL TIRE	5,071.48		
80064416	CURTIS HARRIS	83.00		
80064417	REBEKAH MACE		26.91	
80064418	CANDACE MUMM	326.59		
80064419	ELLEN PETERS		52.78	
		19,087,074.01	375,941.54	2,812,291.03
				=====
			CITYWIDE TOTAL:	23,050,633.21

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

06/03/2019

<u>Date Rec'd</u>	5/22/2019
<u>Clerk's File #</u>	CPR 2019-0003
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	ACCOUNTING
Contact Name/Phone	MICHELLE 6320
Contact E-Mail	MHUGHES@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: May 18, 2019.  
Payroll check #552946 through check #553131 \$7,414,310.66

Summary (Background)

N/A

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 7,414,310.66	# N/A
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>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

necessary to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


**PAYROLL RECAP BY FUND**  
**PAY PERIOD ENDING MAY 18, 2019**

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,252.41
0230	CIVIL SERVICE	30,035.05
0260	CITY CLERK	15,776.63
0320	COUNCIL	35,473.52
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,909.60
0370	ENGINEERING SERVICES	177,596.85
0410	FINANCE	14,716.61
0430	GRANTS MNGMT & FINANCIAL ASSIST	10,944.80
0450	CD/HS DIVISION	5,147.20
0470	HISTORIC PRESERVATION	5,584.60
0500	LEGAL	120,896.75
0520	MAYOR	27,877.56
0550	NEIGHBORHOOD SERVICES	9,598.40
05601	MUNICIPAL COURT	109,350.94
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,202.40
0620	HUMAN RESOURCES	29,703.02
0650	PLANNING SERVICES	38,291.21
0680	POLICE	1,717,863.48
0690	PROBATION SERVICES	34,364.82
0700	PUBLIC DEFENDERS	85,214.90
0750	ECONOMIC DEVELOPMENT	7,211.20
0860	TREASURER	17,396.00
	TOTAL GENERAL FUND	2,529,407.95

FUND	FUND NAME	TOTAL
1100	STREET	273,286.65
1200	CODE ENFORCEMENT	46,060.26
1300	LIBRARY	0.00
1390	URBAN FORESTRY FUND	187,459.69
1400	PARKS AND RECREATION	354,124.74
1460	PARKING METER	37,093.70
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,956.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	37,539.17
1630	COMBINED COMMUNICATIONS CENTER	75,171.55
1680	CD/HS	54,213.23
1970	EMS FUND	1,455,184.35
4100	WATER	451,863.72
4250	INTEGRATED CAPITAL FUND	45,295.92
4300	SEWER	510,660.29
4480	REFUSE	275,555.43
4490	SOLID WASTE	315,402.03
4530	LANDFILLS	3,095.20
4600	GOLF	52,378.49
4700	GENERAL SERVICES FUND	141,977.50
5100	FLEET SERVICE	91,261.88
5200	PUBLIC WORKS & UTILITY FUND	44,340.01
5300	MIS	160,163.92
5400	REPROGRAPHICS	8,728.20
5500	PURCHASING	16,678.40
5600	ACCOUNTING SERVICES	99,636.06
5700	MY SPOKANE	28,387.36
5750	PROJECT MANAGEMENT OFFICE	19,565.60
5810	WORKER'S COMPENSATION	17,753.60
5830	SELF-FUNDED MEDICAL/DENTAL	10,026.00
5900	ASSET MANAGEMENT	25,443.73
6060	CITY RETIREMENT	10,700.00
6750	REGIONAL PLAN	31,900.03
	TOTAL	7,414,310.66

## MINUTES OF SPOKANE CITY COUNCIL

**Monday, May 13, 2019**

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

City Attorney Mike Ormsby, City Council 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 May 20, 2019, Advance Agenda items.

#### **Action to Approve May 20, 2019, Advance Agenda**

Following staff reports and Council inquiry and discussion regarding the May 20, 2019, 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, May 20, 2019; **carried unanimously**.

### ADMINISTRATIVE SESSION

#### **Current Agenda Review**

The City Council reviewed changes to the May 13, 2019, Current Agenda items.

#### Final Reading Ordinance C35768

**Motion** by Council Member Mumm, seconded by Council Member Beggs, **to substitute** Ordinance C35768 (relating to pedestrian safety; adopting new chapter 16A.84 of the Spokane Municipal Code); **carried unanimously**.

#### First Reading Ordinance C35772

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to substitute Ordinance C35772** with updated version (including updated vacation report); **carried unanimously.**

## **CONSENT AGENDA**

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

Accept additional funds from the Department of Commerce and subgrant them to partner agencies in accordance with the City's Strategic Plan to End Homelessness—\$60,657.52. (OPR 2017-0412)

Agreement with Spokane Regional Transportation Council for the US 195/I 90 study—\$50,000. (OPR 2019-0345)

Contract with Budinger (Spokane Valley, WA) for special inspections services for Phase Two Construction of Next Level of Treatment at the Riverside Park Water Reclamation Facility—\$450,000 with a 10% administrative reserve of \$45,000. Total contract amount \$495,000. (OPR 2019-0346)

Low Bid of All Surface Roofing and Waterproofing, Inc. for roof replacement on three fire stations—\$94,743 (incl. sales tax). (OPR 2019-0347 / RFP 2019-130)

Low Bid of All Surface Roofing and Waterproofing, Inc. for roof replacement on three fire stations—\$94,743 (incl. sales tax). (OPR 2019-0347 / RFP 2019-130)

Report of the Mayor of pending:

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through May 3, 2019, total \$5,482,451.90 (Check Nos. 560134-560306; ACH Payment Nos. 63315-63561), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,700,696.89. (CPR 2019-0002)
- b. Payroll claims of previously approved obligations through May 4, 2019: \$7,165,961.55 (Check Nos. 52782-552944). (CPR 2019-0003)

### **Council Recess/Executive Session**

The City Council adjourned at 4:03 p.m. and immediately reconvened into an Executive Session to discuss labor negotiations and pending litigation for 30 minutes. City Attorney Mike Ormsby was present during the Executive Session. Special Counsel Beth Kennar was present during the portion of the Executive Session regarding labor negotiations. The City Council reconvened at 6:00 p.m. for the 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 Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and City Council Policy Advisor Brian McClatchey were also present on the dais.

### **POETRY AT THE PODIUM**

Kimberly Burnham presented a poem entitled "Synonyms of Peace and Guests."

### **MAYOR PROCLAMATIONS**

May 2019                      *Older Americans Month*

Council Member Mumm read the proclamation. Maria Hernandez-Peck and Lynn Kimball accepted the proclamation. Spokane includes a growing number of older Americans. They enrich our community through their diverse life experiences. Spokane is committed to strengthening our community by connecting with and supporting older Americans, older adults, their families and caregivers and acknowledging their many valuable contributions to society. Spokane recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all. All citizens can enhance the lives of older Americans in our community by promoting home and community based services that support independent living involving older adults in community events and other activities and providing opportunities for older adults to work, volunteer, learn, lead, and mentor. The proclamation encourages all citizens to take time during this month to recognize older adults and people who serve them as essential and valuable members of our community.

May 2019                      *Spokane Lilac Festival Month*

Council Member Stratton read the proclamation. The Spokane Lilac Festival Royal Court accepted the proclamation. The Spokane Lilac Festival honors our military, recognizes our youth, and it showcases our region. The Spokane Lilac Festival, an 80-year legacy event, originated for the celebration of the associated garden clubs operated entirely by volunteers, holds the largest armed forces torchlight parade in the nation. The Spokane Lilac Festival and the Royal Court promote the Greater Spokane

community, serving as ambassadors to over 20 outlying parades and festivals each year while showcasing Spokane as one of the greatest tourist destinations in the Inland Northwest. The Spokane Lilac Festival Association embraces this year's theme "We Are Spokane" and invites all citizens of Spokane, Spokane County, and the Greater Inland Northwest area to enjoy and participate in the numerous activities hosted throughout the week, concluding with the Spokane Lilac Festival Armed Forces Torch Light Parade in Downtown Spokane on Saturday, May 18, 2019. The proclamation urges all citizens to celebrate and participate in the events leading up to this wonderful annual tradition in our beautiful lilac city.

## **ADMINISTRATIVE REPORT**

### **Truebloods**

Council President Stuckart played a video of a new program called "Truebloods." One out of every four calls Spokane Police respond to involves somebody having a mental health crisis. If someone appears to be uncooperative, arriving officers have to quickly decide if that person is just being difficult or deserves a chance to work things out with the cops through crisis intervention. The Spokane Police Department began its crisis intervention team training back in 2000; a forty-hour class that helps officers recognize how to de-escalate tense situations so no one gets hurt.

There were no **Council Committee Reports**.

## **OPEN FORUM**

**Alfredo Llamedo** remarked on the UGM (Union Gospel Mission) and discrimination.

**Jason Prettyman** remarked on homelessness and community investment.

**Rick Bocook** remarked on level 2 and level 3 sex offenders in the downtown area and stated half of them live less than two blocks from Lewis and Clark High School.

**Jerry Beaver** stated he is a business representative for the Pacific Northwest Regional Council of Carpenters and he remarked on skilled labor.

## **LEGISLATIVE AGENDA**

There were no **Special Budget Ordinances**.

There were no **Emergency Ordinances**.

There were no **Resolutions**.

### **FINAL READING ORDINANCE**

#### **Final Reading Ordinance C35768**

The City Council considered Final Reading Ordinance C35768 relating to pedestrian safety. Subsequent to an overview of the Ordinance by Council President Stuckart, public testimony, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Fagan voting “no”), the City Council passed Final Reading Ordinance C35768 (as substituted during the 3:30 p.m. Administrative Session) relating to pedestrian safety; adopting new chapter 16A.84 of the Spokane Municipal Code.**

### **FIRST READING ORDINANCES**

**For Council action on First Reading Ordinance C35771, see section of minutes under Hearings Item H1.b.**

**For Council action on First Reading Ordinance C35772, see section of minutes under Hearings Item H2.b.**

**For Council action on First Reading Ordinance C35773, see section of minutes under Hearings Item H3.b.**

There were no **Special Considerations**.

## **HEARINGS**

**Hearing on Vacation of the Alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue and Related First Reading Ordinance C35771**



The Spokane City Council held a hearing on the above-described vacation. Subsequent to Council and staff discussion, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous 6-1 Roll Call Vote (Council Member Beggs voting “no”),** the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 22, 2019), the vacation of the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue between Lincoln and Monroe as requested by 4 Degrees.

In conjunction with the hearing, Ordinance C35771—vacating the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Monroe Street to the west line of Lincoln Street—was read for the first time, with further action deferred.

#### **Hearing on Vacation of Portions of Denver and Erie Streets and Related First Reading Ordinance C35772**

The City Council held a hearing on the above-described vacation. Subsequent to Council and staff discussion, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **approved, subject to conditions** (in the Street Vacation Report dated May 8, 2019), the vacation of portions of Denver and Erie Streets as part of a City of Spokane stormwater project.

In conjunction with the hearing, Ordinance C35772 (as substituted during the 3:30 p.m. Administrative Session)—vacating portions of Denver Street and Erie Street—was read for the first time, with further action deferred.

#### **Hearing on Vacation of a Portion of Fiske Street Right-of-way and Related First Reading Ordinance C35773**

The City Council held a hearing on the above-described vacation. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 14, 2019), the vacation of a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue, as requested by Mikhaul Shevhenko.

In conjunction with the hearing, Ordinance C35773—vacating a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue—was read for the first time, with further action deferred.

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 7:00 p.m.

Minutes prepared and submitted for publication in the May 22, 2019, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

## MINUTES OF SPOKANE CITY COUNCIL

Monday, May 20, 2019

### 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 Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Attorney Mike Ormsby, Assistant City Attorney Mike Piccolo, and City Clerk Terri Pfister were also present on the dais. Policy Advisor Brian McClatchey was absent.

#### Advance Agenda Review

There was no Advance Agenda Review as the regularly scheduled City Council meeting for Tuesday, May 28, 2019, was cancelled.

### ADMINISTRATIVE SESSION

#### Current Agenda Review

The City Council reviewed changes to the May 20, 2019, Current Agenda items.

#### Suspension of Council Rules

**Motion** by Council Member Fagan, seconded by Council Member Mumm, **to suspend** the Council Rules; **carried unanimously**.

#### Addition of Contract Amendments with Etter, McMahon, Van Wert, & Oreskovich, P.C. (OPR 2017-0501 and (OPR 2017-0546)

**Motion** by Council Member Fagan, seconded by Council Member Kinnear, **to add** the following; **carried unanimously**:

Contract amendments with Etter, McMahon, Van Wert & Oreskovich, P.C.  
for outside counsel services in the legal matters of:

- a. West Terrace Golf, L.L.C. vs. City of Spokane. (OPR 2017-0501)
- b. John Durgan vs. City of Spokane (OPR 2017-0546)

Addition of Special Budget Ordinance C35776 and Related Resolution 2019-0034

**Motion** by Council Member Fagan, seconded by Council Member Kinnear, **to add** Special Budget Ordinance C35776 (finance the purchase of machinery/equipment as aligned in the Six-Year Capital Plan for Police and Fire) and Resolution 2019-0034 (providing for an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance a portion of the capital needs for public safety equipment vehicles and apparatuses aligned in the Six-Year Capital Plan for Police and Fire); **carried unanimously.**

**CONSENT AGENDA**

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

Purchase by Fleet Services from Bergkamp, Inc. utilizing Sourcewell Contract #052417-BGK for a pothole truck for the Street Department—\$207,241.06 (incl. tax). (OPR 2019-0357)

Purchases by Fleet Services for the Police Department utilizing Washington State Contract #05916 for:

- a. 28 Ford Police K8s and 3 Ford F150s from Columbia Ford—\$1,339,356.80 (incl. tax). (OPR 2019-0358)
- b. 2 BMW Police Pursuit Motorcycles from Donolson Corp.—\$80,146.47. (OPR 2019-0359)

Contract Extension with Washington State Department of Corrections to provide a community restitution work crew utilizing Municipal Court offenders from January 1, 2019, through December 31, 2020—not to exceed \$55,000 per year. (OPR 2015-0214)

Spokane Youth Card Agreement with Spokane Transit Authority for Spokane Youth Card Pilot Program which will allow School District 81 students to ride the STA bus system for free and to access all free City services from June 13, 2019, through September 15, 2019—\$65,000. (OPR 2019-0362)

Recommendation to list the Leland Hotel, 221 West Riverside Avenue on the Spokane Register of Historic Places. (OPR 2019-0363)

Contract with Systems and Software for new Utility Information System, including licensing for enQuesta 6 product and professional services implementation, from May 15, 2019, through May 14, 2022—\$3,306,921.78 (incl. tax). (OPR 2019-0364 / RFP 4480-18)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through May 10, 2019, total \$14,988,960.17 (Check Nos.: 560307 – 560653; ACH Payment Nos.: 63562 - 63893 ), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$14,730,692.94. (CPR 2019-0002)

City Council Meeting Minutes: May 6 and May 9, 2019. (CPR 2019-0013)

Contract amendments with Etter, McMahon, Van Wert & Oreskovish, P.C., (Spokane, WA) for outside counsel services in the legal matters of:

- a. West Terrace Golf, L.L.C. vs. the City of Spokane—increase of \$100,000. Total contract amount: \$350,000. (OPR 2017-0501)
- b. John Durgan vs. the City of Spokane—increase of \$160,000. Total contract amount: \$485,000. (OPR 2017-0546)

### **Council Recess/Executive Session**

The City Council adjourned at 3:34 p.m. and immediately reconvened into an Executive Session to discuss litigation and legal risk which if taken may result in an adverse legal financial consequence to the City and labor negotiations update for 30 minutes. City Attorney Mike Ormsby and Assistant City Attorney Mike Piccolo were present during the Executive Session. The City Council reconvened at 6:00 p.m. for the 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 Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and Assistant City Attorney Mike Piccolo were also present on the dais. (Policy Advisory Brian McClatchey was absent.)

### **POETRY AT THE PODIUM**

Marie Kakula-Tyner presented a poem entitled “Truth Be Told.”

### **MAYOR PROCLAMATIONS**

May 2019                      *Scleroderma Awareness Month*

Council Member Kinnear read the proclamation. The proclamation was accepted by representatives of the event. Scleroderma is a chronic disabling autoimmune disease in which the body's soft tissues suffer from an overproduction of collagen and can affect many parts of the body, including skin, internal organs, and blood vessels. Researchers have yet to identify the exact causes of the disease or any cure for the disease. The Scleroderma Foundation is a national non-profit organization that seeks ways to support persons afflicted with Scleroderma through research, support, education, advocacy, and awareness. The proclamation encourages all citizens to join in this observance.

There was no **Administrative Report**.

## **COUNCIL COMMITTEE REPORTS**

### **Public, Infrastructure, Environment, & Sustainability (PIES) Committee**

Council Member Beggs reported on the PIES Committee meeting held earlier today (May 20, 2019). Minutes of the PIES Committee meetings are filed with the City Clerk's Office and are available for review following approval by the PIES Committee.

### **Finance, Administration, and Sustainable Resources Committee**

Council Member Mumm reported on the Finance, Administration, and Sustainable Resources Committee meeting held earlier today (May 20, 2019). Minutes of the Finance, Administration, and Sustainable Resources Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Finance, Administration, and Sustainable Resources Committee.

## **OPEN FORUM**

**Michael McQuire** remarked on profit versus greed and increase in apartment rents.

**James Earl** spoke regarding the need for a rental control policy.

**George McGrath** expressed his views regarding various projects, including red light cameras, bicycle paths, and sewer overflows.

**Jeremy Logan** remarked on tenant eviction and rental increase.

**Brenda Ruble** remarked on Spokane Police Department and Police response to domestic violence.

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCE and RESOLUTION

#### Special Budget Ordinance C35776 and Related Resolution 2019-0034

Council President Stuckart provided an overview of Special Budget Ordinance C35776 and related Resolution 2019-0034. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **passed/adopted** the following items:

- **Passed Special Budget Ordinance C35776** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

Property Acquisition Fund

FROM: SIP Loan Proceeds (Police and Fire), \$4,527,938;

TO: Transfers Out, Property Acquisition Fund (Police), \$3,383,718;

TO: Transfers Out, Property Acquisition Fund (Fire) \$1,144,220.

and

FROM: Transfers in Asset Management Property (Police), \$3,383,718;

TO: Equipment Machinery (Police), same amount.

and

FROM: Transfers in Asset Management Property (Fire), \$1,144,220;

TO: Equipment Machinery (Fire), same amount.

(This action finances the purchase of machinery/equipment as aligned in the Six Year Capital Plan for Police and Fire.)

- **Adopted Resolution 2019-0034** providing for an interfund loan from the Spokane Investment Pool to the Property Acquisition Fund to finance a portion of the capital needs for public safety equipment vehicles and apparatuses aligned in the six year capital plan for police and fire.

## **EMERGENCY ORDINANCE**

### **Emergency Ordinance C35775**

The City Council considered Emergency Ordinance C35775. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Burke voting “no”),** the City Council **passed Emergency Ordinance C35775** amending ORD C21386 removing utility easements no longer needed; and declaring an emergency. (This ordinance relates to the vacation of Rich Avenue from the east line of Market Street to the west line of the Burlington Northern, Inc. right of way.)

## **RESOLUTION**

**For Council action on Resolution 2019-0034, see section of minutes under “Special Budget Ordinance and Resolution.”**

## **FINAL READING ORDINANCE**

### **Final Reading Ordinance C35762 (First Reading held April 22, 2019)**

The City Council considered Final Reading Ordinance C35762. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35762** vacating a portion of Cliff Avenue right-of-way.

## **FIRST READING ORDINANCES**

**The following Ordinance was read for the first time, with further action deferred:**

<b>ORD C35774</b>	Relating to the use of City-Authorized Utility Vehicles on public property under the city’s jurisdiction for health and safety purposes, and adopting a new Chapter 16A.65 of the Spokane Municipal Code.
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There were no **Special Considerations**.



## HEARINGS

### Hearing on Appeal by Winston & Cashatt (LGL 2019-0016)

A hearing was scheduled on Appeal by Winston & Cashatt, representing the Applicant, Greenstone, and Kelly Puzio, Citizen, of the Hearing Examiner's January 15, 2019, decision on a preliminary plat/PUD Application (Z18-598PPUD). The City Council considered a proposed Modification of the Hearing Examiner's Findings of Fact, Conclusion of Law and Decision, dated January 15, 2019. The following action was taken:

**Motion** by Council Member Fagan, seconded by Council Member Kinnear, **to accept** latest version of the documents (Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision dated January 15, 2019, and accompanying exhibits); **carried unanimously.**

Public testimony was received from Attorney Elizabeth Tellessen representing Greenstone and Council commentary held. The following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved** the Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision dated January 15, 2019 (and accompanying exhibits).

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 6:31 p.m.

Minutes prepared and submitted for publication in the May 29, 2019, issue of the *Official Gazette*.

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Terri Pfister  
Spokane City Clerk

Approved by Spokane City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

**SPECIAL MEETING MINUTES  
SPOKANE CITY COUNCIL  
Thursday, May 23, 2019**

A Special Meeting of the Spokane City Council was held on the above date in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. The meeting was called to order at 3:31 p.m. Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, and Stratton were present. Council Member Burke entered the meeting at 3:32 p.m.

The purpose of the special meeting was to hold the City Council's regularly scheduled study session and to hold a Special Legislative Session to consider Resolution 2019-0035.

**STUDY SESSION AGENDA**

**Board/Commission Interviews – Arts Commission**

City Council held interviews with candidates for appointment to the Arts Commission. This portion of the meeting was open to the public. The meeting was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and candidates for appointment to the Arts Commission. (For remaining Study Session portion of the Special Meeting, see section of minutes following "Special Legislative Session / Agenda.")

**SPECIAL LEGISLATIVE SESSION / AGENDA**

Following the Board/Commission interviews, the City Council immediately convened into a Special Legislative Session at 3:36 p.m. This portion of the meeting was also open to the public.

**Roll Call**

Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

**Resolution 2019-0035**

Council President Stuckart reviewed changes that were made to Resolution 2019-0035 terminating City of Spokane participation in the project to integrate 911, dispatch, and non-emergency communication services known as SREC. The City Clerk read Resolution

2019-0035 (as revised) in its entirety. Council Members Kinnear, Stratton, and Beggs, as co-sponsors, then provided an overview of the resolution. Council commentary ensued, after which the following action was taken:

**Motion** by Council Member Burke, seconded by Council Member Fagan, **to defer** Resolution 2019-0035 (as revised) for one month (to June 24, 2019); **carried 5-2 (Council Members Kinnear and Stratton voting “no”).**

(Note: Since the resolution was deferred, no public testimony was taken.)

### **Adjournment of Special Legislative Session**

The Special Legislative Session adjourned at 4:11 p.m.

### **STUDY SESSION AGENDA (Continued)**

Following the Special Legislative Session, the City Council immediately reconvened into the remaining portion of the Study Session. City Council held discussion on the following topics:

- Opioid Manufacturer and Distributor Potential Litigation Analysis Resolution
- Use of Force Dashboard Presentation by Office of Police Ombudsman

This portion of the meeting was conducted in study session format. The meeting was open to the public; however, no public testimony was taken and discussion was limited to appropriate officials, presenters, and staff.

### **Adjournment**

The study session portion of the special meeting adjourned at 3:48 p.m.

Minutes prepared and submitted for publication in the June 5, 2019, issue of the *Official Gazette*:

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Terri L. Pfister, MMC  
Spokane City Clerk

Approved by City Council on \_\_\_\_\_, 2019.

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Ben Stuckart  
City Council President

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

06/03/2019

<u>Date Rec'd</u>	5/15/2019
<u>Clerk's File #</u>	CPR 1981-0043
<u>Renews #</u>	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 THREE ARTS COMMISSION APPOINTMENTS		

Agenda Wording

Appointment of three members to the Arts Commission. Madison Bush 1/1/19 - 12/31/2020, Alan Chatham 1/1/19 - 12/31/2020, and Andrew Whitver to fill an unexpired term from 06/01/2019 - 12/31/2021.

Summary (Background)

Appointment of three members to the Arts Commission. Madison Bush 1/1/19 - 12/31/2020, Alan Chatham 1/1/19 - 12/31/2020, and Andrew Whitver to fill an unexpired term from 06/01/2019 - 12/31/2021.

<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>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	melissa@spokanearts.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	CPR 1992-0059
<u>Renews #</u>	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 BICYCLE ADVISORY BOARD APPOINTMENTS		

Agenda Wording

Appointment of 4 members to the Bicycle Advisory Board each for a term of June 1, 2019 - June 1, 2022:  
Jessica Engelman, Harrison Husting, Pablo Monsivais, Charles Otto Greenwood.

Summary (Background)

Appointment of 4 members to the Bicycle Advisory Board each for a term of June 1, 2019 - June 1, 2022:  
Jessica Engelman, Harrison Husting, Pablo Monsivais, Charles Otto Greenwood.

<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>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	bblankenagle@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


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

06/03/2019

Date Rec'd

4/25/2019

Clerk's File #

ORD C35770

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

JAY ATWOOD X7095

Project #Contact E-Mail

JATWOOD@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1640 - SBO FOR CAPITAL IMPROVEMENTS AT CCB

Agenda Wording

Amending ordinance C-35703 to provide for additional appropriations related to capital improvements at the Combined Communications Building (CCB).

Summary (Background)

Pursuant to an Interlocal Agreement re: CCB operations, which is codified in OPR 2003-0761, the CCB Site Council has responsibility for reviewing and approving the budget for the maintenance/operational and capital construction costs. The CCB Site Council unanimously approved the cost of capital improvements for the Combined Communications Building at its 12/20/18 meeting. A SBO is needed to fulfill the requests of the CCB Site Council.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 455,000

# 1640-35351-94000-56203-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study SessionDivision Director

FLEIGER, NATHAN

Other

PSCHC 05/06/19

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

jatwood@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbustos@spokanecity.org

Additional Approvals

mormsby@spokanecity.org

Purchasing

aschmidt@spokanecity.org

ORDINANCE NO C35770

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Combined Communications Building Fund (CCB), 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 Combined Communications Building Fund, and the budget annexed thereto with reference to the Combined Communications Building Fund, the following changes be made:

**FROM:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1640	CCB	1640-99999-99999-28660	Committed Fund Balance	455,000
			<b>Total</b>	<b>455,000</b>

**TO:**

<b>FUND:</b>	<b>FUND NAME:</b>	<b>BUDGET CODE:</b>	<b>DESCRIPTION:</b>	<b>AMOUNT:</b>
1640	CCB	1640-35351-94000-56203	Building Improvements	455,000
			<b>Total</b>	<b>455,000</b>

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 recent decision of the CCB Site Council for electrical/mechanical system upgrades as well as an enhanced fire suppression system at the CCB, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Public Safety & Community Health

<b>Division &amp; Department:</b>	CCB
<b>Subject:</b>	SBO
<b>Date:</b>	04/24/19
<b>Contact (email &amp; phone):</b>	Jay Atwood, <a href="mailto:jatwood@spokanecity.org">jatwood@spokanecity.org</a> , X 7095
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health 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)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	05/13/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<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>Pursuant to OPR 2003-0761, the Site Council has responsibility for reviewing and approving the budget for the maintenance/operational and capital construction costs. The CCB site council unanimously approved the cost of capital improvements for the Combined Communications Building at its 12/20/18 meeting.</p> <p>The capital improvements have been arranged for by Spokane Regional Emergency Communications (SREC), a new legal entity not related to the City of Spokane, Spokane County, or any other parties to the ILA. Therefore, the CCB funds will be paid directly to SREC.</p> <p>Although the CCB monies are held in a special revenue fund rather than a fiduciary fund, the intent/substance of the Interlocal Agreement (ILA) (OPR 2003-0761) is that the City is acting as the fiscal agent for the CCB. However, since there is insufficient budget authority in the CCB fund (Fund 1640), it will be necessary to do an SBO.</p>	

Special Meeting Minutes  
Combined Communications Building Site Council  
December 20, 2018 at 0720 hours.

**Attendees:**

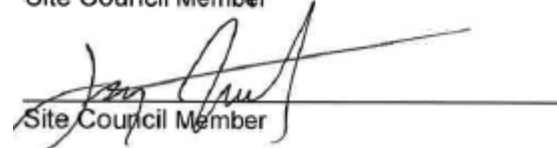
Chief Brian Schaeffer, SFD  
Chief Craig Meidl, SPD  
Sheriff Ozzie Knezovich, SCSO  
Amy McCormick, 911  
Steve Reinke, SREC

Steve Reinke asked the CCB Site Council to approve the expenditures for the projects outlined in the Site Council packet, summarized as:

- An expenditure up to \$280,000 with Stantec to engineer electrical and mechanical system upgrades for the CCB.
- Expenditures up to \$175,000, which includes \$148,095 for Fire Protection Specialists, LLC for a clean agent fire suppression system and controls to protect the CCB communications equipment room, battery room, electrical room and fan room, and funding to hire a contractor to integrate the system into the CCB HVAC system.

Craig Meidl moved to approve the expenditures. Amy McCormick seconded. All were in favor. Motion carried.

  
\_\_\_\_\_  
Site Council Member

  
\_\_\_\_\_  
Site Council Member

*minutes were approved on Thursday, February 7, 2019.*

**Executive Summary:**

The CCB Site Council approved capital expenditures in the amount of \$455,000 for various building improvements that will ensure the safety of computer equipment and other mechanical systems.

There is insufficient budget to implement these capital improvements. A SBO is needed to fulfill the requests of the CCB Site Council. Since the City is acting as the fiscal agent for the CCB, the SBO is merely a formality to provide transparency to all interested parties.

**Budget Impact:**

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

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

06/03/2019

Date Rec'd

5/13/2019

Clerk's File #

ORD C35777

Renews #

Submitting Dept

INTEGRATED CAPITAL

Cross Ref #

Contact Name/Phone

BRANDON X6419

Project #

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Bid #

Agenda Item Type

Special Budget Ordinance

Requisition #

Agenda Item Name

1500 - PATHS &amp; TRAILS SBO

Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane.

Summary (Background)

The City previously sold land (known as the KXLY property) near the southwest corner of South Regal and East Palouse Highway. The purchase and sale agreement stipulated that the City would set aside \$300,000 of the property sale to be used for trail development in the Southgate Neighborhood. This SBO will establish a budget in which these funds can be utilized.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 300,000

# 1500-99999-99999 - Undesignated Reserves

Expense \$ 300,000

# 1500-95849-95620-56501-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DAVIS, MARCIA

Study Session

PIES 5/20/19

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

bblankenagel@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mqureshi@spokanecity.org

Additional Approvals

nhamad@spokanecity.org

Purchasing

nzollinger@spokanecity.org

Korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List


ORDINANCE NO C35777

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Paths & Trails 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 Paths & Trails Fund, and the budget annexed thereto with reference to the Paths & Trails Fund, the following changes be made:

FROM:	1500-99999 99999	Paths & Trails Undesignated Reserves	300,000
TO:	1500-95849 95620-56501	Paths & Trails Construction of Fixed Assets	<u>\$ 300,000</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 budget for trail development in the Southgate Neighborhood as stipulated in the original KXLY property sale, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	6-Year Program Draft
<b>Date:</b>	5/20/19
<b>Contact (email &amp; phone):</b>	bblankenagel@spokanecity.org
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Special Budget Ordinance to shift funds to Park Department's Southside Sports Complex project.
<b>Background/History:</b> KXLY property sale in preparation for eventual further development of the Southside Sports Complex included a stipulation that funds from the sale be utilized to build a trail as part of the development. The funds were accepted into the Paths and Trails fund. This SBO will transfer the funds to the Parks Department to fund the trail portion of the development project that is now ready to move forward.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Stipulation of the KXLY property sale was to build a trail as part of the Southside Sports Complex development</li> <li>• Funds were held in the Paths and Trails fund, and are now being transferred to the Parks Department for that development.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

06/03/2019

<u>Date Rec'd</u>	5/13/2019
<u>Clerk's File #</u>	ORD C35778
<u>Renews #</u>	

Submitting Dept	GRANTS & CONTRACT MGMT	Cross Ref #	
Contact Name/Phone	SALLY STOPHER X6032	Project #	
Contact E-Mail	SSTOPHER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5500 - PURCHASING SBO TO BUDGET FOR A NEW ASSISTANT PROCUREMENT		

Agenda Wording

SBO to create a FTE in Purchasing for the hire of an Assistant Procurement Specialist to support the operational needs of the ITSD Department.

Summary (Background)

If approved, this SBO will allow for the hire of a new Assistant Procurement Specialist through standard Civil Service processes for dedicated support of ITSD procurement and contract management. This requested SBO will have a net zero impact to Citywide FTE as a vacant position in ITSD is deleted and the budget capacity will be moved to an IF expense line for payment to Purchasing.

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

Revenue	\$ 41,585.00	# 5500-76500-99999-34194-99999
---------	--------------	--------------------------------

Expense	\$ 41,585.00	# 5500-76500-18480-01740-99999
---------	--------------	--------------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance Committee
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	sstopher@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	lwilliams@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## Briefing Paper

### Sustainable Resources

<b>Division &amp; Department:</b>	Finance- Purchasing Department
<b>Subject:</b>	Special Budget Ordinance
<b>Date:</b>	05/20/2019
<b>Contact (email &amp; phone):</b>	Sally Stopher <a href="mailto:sstopher@spokanecity.org">sstopher@spokanecity.org</a> 509-625-6032
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Gavin Cooley
<b>Committee(s) Impacted:</b>	Sustainable Resources 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)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to create a FTE in Purchasing for the hire of an Assistant Procurement Specialist to support the operational needs of the ITSD Department.
<b>Narrative:</b> - ITSD processed over 350 contracts and RFPs for services and department technology initiatives in 2018 and requests a dedicated and specialized procurement resource.	
<b>Executive Summary:</b> If approved, this SBO will allow for the hire of a new Assistant Procurement Specialist through standard Civil Service processes for dedicated support of ITSD procurement and contract management. This requested SBO will have a net zero impact to Citywide FTE as a vacant position in ITSD is deleted and the budget capacity will be moved to an IF expense line for payment to Purchasing.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Transfer of budget capacity from a vacant FTE in ITSD to IF Purchasing expense; Purchasing will have IF Revenue to pay for the new FTE. Other budget impacts: (revenue generating, match requirements, etc.) None	
<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:	

## ORDINANCE NO C35778

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the IT Fund and Purchasing & Stores 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 IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-73700	IT Fund	
	18810-01430	Computer Operations Manager	\$30,025
		(from 1 to 0 positions)	
	18810-52310	Medical Insurance	6,731
	18810-52110	FICA	2,297
	18810-52210	Retirement	2,402
	18810-52320	Dental	20
	18810-52330	Life	20
	18810-52340	Disability	20
	18810-52400	Industrial Insurance	25
	18810-52600	Paid Family Medical Leave	45
			<u>\$41,585</u>
TO:	5300-73700	IT Fund	
	18810-54126	Purchasing Services	<u>\$ 41,585</u>

Section 2. That in the budget of the Purchasing and Stores Fund, and the budget annexed thereto with reference to the Purchasing and Stores Fund, the following changes be made:

FROM:	5500-76500	Purchasing & Stores Fund	
	99999-34194	Purchasing Services	<u>\$41,585</u>
TO:	5500-76500	Purchasing & Stores Fund	
	18480-01740	Assistant Procurement Specialist	30,025
		(from 1 to 2 positions)	
	18480-52310	Medical Insurance	6,731
	18480-52110	FICA	2,297
	18480-52210	Retirement	2,402
	18480-52320	Dental	20
	18480-52330	Life	20
	18480-52340	Disability	20
	18480-52400	Industrial Insurance	25
	18480-52600	Paid Family Medical Leave	45
			<u>\$41,585</u>

Section 3. 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 hire an Assistant Procurement Specialist in the Purchasing & Stores Department to help the IT Department with their Purchasing needs, and because of such need, an urgency and emergency exists for the passage of this

ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

06/03/2019

Date Rec'd

5/28/2019

Clerk's File #

ORD C35781

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Ordinance

Requisition #Agenda Item Name

0320 POLICE AND FIRE DISPATCH SERVICES REQUIREMENTS

Agenda Wording

An ordinance relating to police and fire dispatch services; amending sections 03.10.070 and 03.12.010 of the Spokane Municipal Code and declaring an emergency.

Summary (Background)

This ordinance amends the current dispatch policy to allow individuals other than City of Spokane employees dispatch Spokane Police and Spokane Fire personnel through mutual aid and automatic aid agreements or through interlocal agreements adopted by the Spokane City Council.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Study Session - 5/23

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

mormsby@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

gcooley@spokanecity.org

Additional Approvals

bschaeffer@spokanecity.org

Purchasing

jatwood@spokanecity.org

## ORDINANCE C \_\_\_\_\_

An ordinance relating to police and fire dispatch services; amending sections 03.10.070 and 03.12.010 of the Spokane Municipal Code and declaring an emergency.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 03.10.070 of the Spokane Municipal Code is amended to read as follows:

### **Section 03.10.070 Spokane Police Radio Dispatch**

- A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Police Department as first responders who are responsible for interrogating, triaging, and providing instruction during emergencies and identifying and directing resources to an incident location to prevent loss of life and property and ensure public safety. Individuals providing dispatch services to the Spokane Police Department conduct research and provide callbacks on non-emergency calls so officers in the field can focus on responding to emergency and high priority calls.
- B. Any individual providing dispatch services to Spokane Police Department employees shall, at a minimum, complete, obtain, and maintain ACCESS II certification provided by the Washington State Patrol within twelve (12) months of being hired to provide to dispatch services.
- C. Dispatch services to Spokane Police Department officers and civilian employees shall only be performed by employees of the City of Spokane except in circumstances specified in mutual aid or automatic aid agreements or interlocal agreements adopted by the City Council.

**Section 2.** That section 03.12.10 of the Spokane Municipal Code to read as follows:

### **Section 03.12.010 Fire Dispatchers**

- A. The City of Spokane recognizes individuals providing dispatch services to the Spokane Fire Department as first responders who are responsible for interrogating, triaging, and providing instruction during medical emergencies and identifying and directing an emergency response unit to an incident location to prevent loss of life and property, ensure public safety, and respond to medical emergencies.
- B. Dispatch services to Spokane Fire Department firefighters and civilian employees shall only be performed by employees of the City of Spokane except in



circumstances specified in mutual aid or automatic aid agreements or interlocal agreements adopted by the City Council.

**Section 3.** Pursuant to section 19 of the City Charter, this ordinance shall be effective immediately upon passage

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Amending SMC 03.10.070 & 03.12.010
<b>Date:</b>	5/28/19
<b>Contact (email &amp; phone):</b>	Ben Stuckart - amcdaniel@spokanecity.org /509-625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety; Finance & Administration
<b>Type of Agenda item:</b>	<input 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)	N/A
<b>Strategic Initiative:</b>	N/A
<b>Deadline:</b>	N/A
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	N/A
<b>Background/History:</b>  The Spokane City Council passed Ordinance C35693 which created a requirement that only City of Spokane employees provide dispatch services for Spokane Police Department and Spokane Fire Department personnel.	
<b>Executive Summary:</b> This ordinance amends the current dispatch policy to allow individuals other than City of Spokane employees dispatch Spokane Police and Spokane Fire personnel through mutual aid and automatic aid agreements or through interlocal agreements adopted by the Spokane City Council.	
<b>Budget Impact:</b> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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: NONE	

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

06/03/2019

<u>Date Rec'd</u>	5/6/2019
<u>Clerk's File #</u>	RES 2019-0036
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2019-0387
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - MILLIKEN VALVES		

Agenda Wording

Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. at an estimated cost of \$500,000 over 5 years, for June 1, 2019 through May 31, 2024.

Summary (Background)

RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure.

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

Expense	\$ 100,000.00	# 4320.43230.35148.53210
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		Tax & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

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

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Purchase and Sole Source Resolution of Plug Valves, Parts and Supplies
<b>Date:</b>	May 20 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<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>	2019 operating budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	June 1 <sup>st</sup> , 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. to supply Milliken plug valves, parts and supplies.

**Background/History:** RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure. The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

The Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. (Bellevue, WA) at an estimated cost of \$500,000 over 5 years for June 1, 2019 through May 31, 2024.

**Executive Summary:**

- **Impact** – In order to continue RPWRF and sewer lift station operations without interruption or significant cost impacts, plug valve standardization is beneficial and requested.
- **Action** – RPWRF is seeking Council approval to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. the only authorized dealer to supply plug valves, parts and supplies.
- **Funding** – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Department

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:



SOLE-SOURCE RESOLUTION

A RESOLUTION declaring KGS Northwest, LLC, (Bellevue, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a five (5) year period – approximately \$500,000, without public bidding.

WHEREAS, nearly all of the current valves and valve parts at the Riverside Park Water Reclamation Facility and at City lift stations are Milliken Valves and Valve Parts, and such Milliken Valves and Valve Parts have become the plant standard; and

WHEREAS, the same maintenance crew maintains the various lift stations throughout the City as well as the Reclamation Facility, where hundreds of Milliken plug Valves are in current use; and

WHEREAS, the standardization of valves and valve parts provides a benefit to the City of reduction of required parts inventory and reduction of training required for staff to maintain multiple brands of valves; and

WHEREAS, using standard valves and Valve Parts will eliminate the need to make piping modifications to accommodate size differences associated with other manufacturer's valves and further increases employee safety that comes with familiarity and standardization and decreases the time needed to make replacements and therefore decreases the time lift stations would be off-line; and

WHEREAS, decreased lift station time off-line decreases the risk of temporary pumping failure and potential spillage to the Spokane River; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, It is to the benefit of the City and its citizens to maintain standardization to further streamline future maintenance operations; and

WHEREAS, KGS Northwest, LLC, is the sole representative in the State of Washington for Milliken products; and

WHEREAS, the department anticipates the purchase of assorted valves and valve parts to be approximately \$500,000 over the next five (5) years, which exceeds the 2019 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Milliken Valves and Valve Parts a sole-source purchase through KGS Northwest, LLC; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Milliken Valves and Valve Parts in an amount not to exceed \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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



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

06/03/2019

Date Rec'd	5/6/2019
Clerk's File #	RES 2019-0037
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2019-0388
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - ENDRESS + HAUSER		

Agenda Wording

Sole source resolution declaring Endress+Hauser universal, controllers, probes, parts and supplies sole source procurement and authorizing its purchase from Field Inst & controls, Inc. at an estimated cost of \$400,000 over 5 year.

Summary (Background)

RPWRF uses Endress+Hauser Universal controllers as Jacobs Engineering, incorporated E+H instrumentation into all the aspects of the NLT upgrade. We now have enough experience with EH to confirm that the equipment is of high quality and is dependable. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and troubleshooting.

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

Expense	\$ 80,000.00	# 4320.43201.35148.53502
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	cwahl@spokanecity.org	
		Tax & Licenses	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five (5) year period – approximately \$400,000.00, without public bidding.

WHEREAS, Endress Hauser incorporates Bluetooth, HART and Ethernet communication across the product line and both the required programming and operator controls are straightforward and intuitive; and

WHEREAS, Jacobs Engineering, the firm responsible for the design and implementation of the Next Level of Treatment (NLT) project has standardized on Endress Hauser; and

WHEREAS, It is to our benefit to maintain that standardization to streamline future maintenance operations; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, this equipment notifies us if something isn't running correctly, by monitoring plant specific processes – for example if we have a flow monitor it reports that the flow is too high, or too low by sending us data that alerts us that something isn't right. This equipment monitors specific areas of the plant. This will keep us from discharging or having spills to ground etc

WHEREAS, Field Instruments & Controls Inc. is the sole representative for the States of Washington and Oregon for Endress Hauser's products; and

WHEREAS, the department anticipates the purchase of assorted universal controllers, probes, parts and supplies to be approximately \$400,000.00 over five (5) year; which exceeds the 2019 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Endress Hauser instrumentation a sole-source purchase through Field Instruments & Controls, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Endress Hauser Instrumentation - \$400,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Purchase and Sole Source Resolution of Controllers, Probes, Parts and Supplies
<b>Date:</b>	May 20 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<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>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	June 1 <sup>st</sup> , 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc. to supply Endress+Hauser universal controllers, probes, parts and supplies.
<p><u>Background/History:</u> RPWRF uses Endress+Hauser universal controllers because the joint ventures group, including Jacobs engineering, incorporated EH instrumentation into the all aspects of the NLT upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built. We now have enough experience with EH to confirm that the equipment is of high quality and is dependable. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and spare parts inventory. It also speeds up the troubleshooting process when something does go wrong.</p> <p>Sole Source Resolution declaring Endress+Hauser universal controllers, probes, parts and supplies sole source procurement and authorizing its purchase from the only authorized dealer, Field Instruments &amp; controls, Inc. (Spokane, WA) at an estimated cost of \$400,000 over 5 years for June 1, 2019 through May 31, 2024.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – In order to continue without interruption or significant cost, each Aeration Basin has a controller that operates several different analytical probes, which are consumable. To not continue with EH would require purchasing new controllers of a different brand to match that brand's probe. This would not only be a large expense for the initial purchase; it would also require fabrication and installation of different mounting brackets and an additional number of items to keep in our inventory for spares. We would have the same situation throughout the plant for radar level measurements and possibly some of the pressure instrumentation. There is also the hidden cost of training Operations as well as maintenance personnel on the use and upkeep of a different brand.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize sole source procurement and authorizing its purchase from Field Instruments &amp; Controls, Inc. the only authorized dealer to supply universal controllers, probes, parts and supplies.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></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: Department</p>	

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/13/2019
<u>Clerk's File #</u>	RES 2019-0038
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF THE ALLEY BETWEEN 3RD & I-90		

Agenda Wording

Resolution setting hearing before the City Council for July 1, 2019 for the vacation of the the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90

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.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals			Council Notifications		
<u>Dept Head</u>		BECKER, KRIS		<u>Study Session</u>	
<u>Division Director</u>		CORTRIGHT, CARLY		Urban Experience	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Other</u>	
<u>Legal</u>		RICHMAN, JAMES		Distribution List	
<u>For the Mayor</u>		ORMSBY, MICHAEL		ebrown@spokanecity.org	
Additional Approvals			edjohnson@spokanecity.org		
<u>Purchasing</u>				kbecker@spokanecity.org	
				ccortright@spokanecity.org	
				dnorman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List




# AGENDA SHEET FOR COUNCIL MEETING OF: June 3, 2019

Submitting Dept.  
Engineering Services

Contact Person/Phone No.  
Eldon Brown/625-6305

Council Sponsor

## ADMINISTRATIVE SESSION

- o Contract
- o Report
- o Claims

## LEGISLATIVE SESSION

- o Emergency Ord
- Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

## CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

## STANDING COMMITTEES

(Date of Notification)

- o Finance \_\_\_\_\_
- o Neighborhoods \_\_\_\_\_
- Urban Experience Committee May 13, 2019

- o Public Safety \_\_\_\_\_
- o Public Works \_\_\_\_\_

Neighborhood/Commission/Committee Notified:

Action Taken:

## AGENDA

## WORDING:

Resolution setting hearing before the City Council for July 1, 2019 for the vacation of the the alley between 3<sup>rd</sup> & I-90, from Cedar to Adams and the west 20 feet of Adams between 3<sup>rd</sup> and I-90

## BACKGROUND:

(Attach additional sheet if necessary)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

## RECOMMENDATION:

That the resolution be adopted

Fiscal Impact	o N/A	Budget Account:	o N/A
o Expenditure: \$		#	
o Revenue: \$		#	
o Budget Neutral			

## ATTACHMENTS:

Include in Packets:

Map, Resolution, Report

## SIGNATURES

\_\_\_\_\_  
Director, Engineering Services

\_\_\_\_\_  
Director, Public Works & Utilities

\_\_\_\_\_  
Accounting

\_\_\_\_\_  
Legal

\_\_\_\_\_  
For the Mayor

\_\_\_\_\_  
Council President

## DISTRIBUTION:

See Attached

document2

## COUNCIL ACTION:

# R E S O L U T I O N

WHEREAS, on February 25, 2019, the Spokane City Council received a petition for the vacation of the alley between 3<sup>rd</sup> & I-90, from Cedar to Adams and the west 20 feet of Adams between 3<sup>rd</sup> and I-90, 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 alley between 3<sup>rd</sup> & I-90, from Cedar to Adams and the west 20 feet of Adams between 3<sup>rd</sup> and I-90, 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 alley between 3<sup>rd</sup> & I-90, from Cedar to Adams and the west 20 feet of Adams between 3<sup>rd</sup> and I-90, 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 **July 1, 2019**, 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 \_\_\_\_\_, 2019.

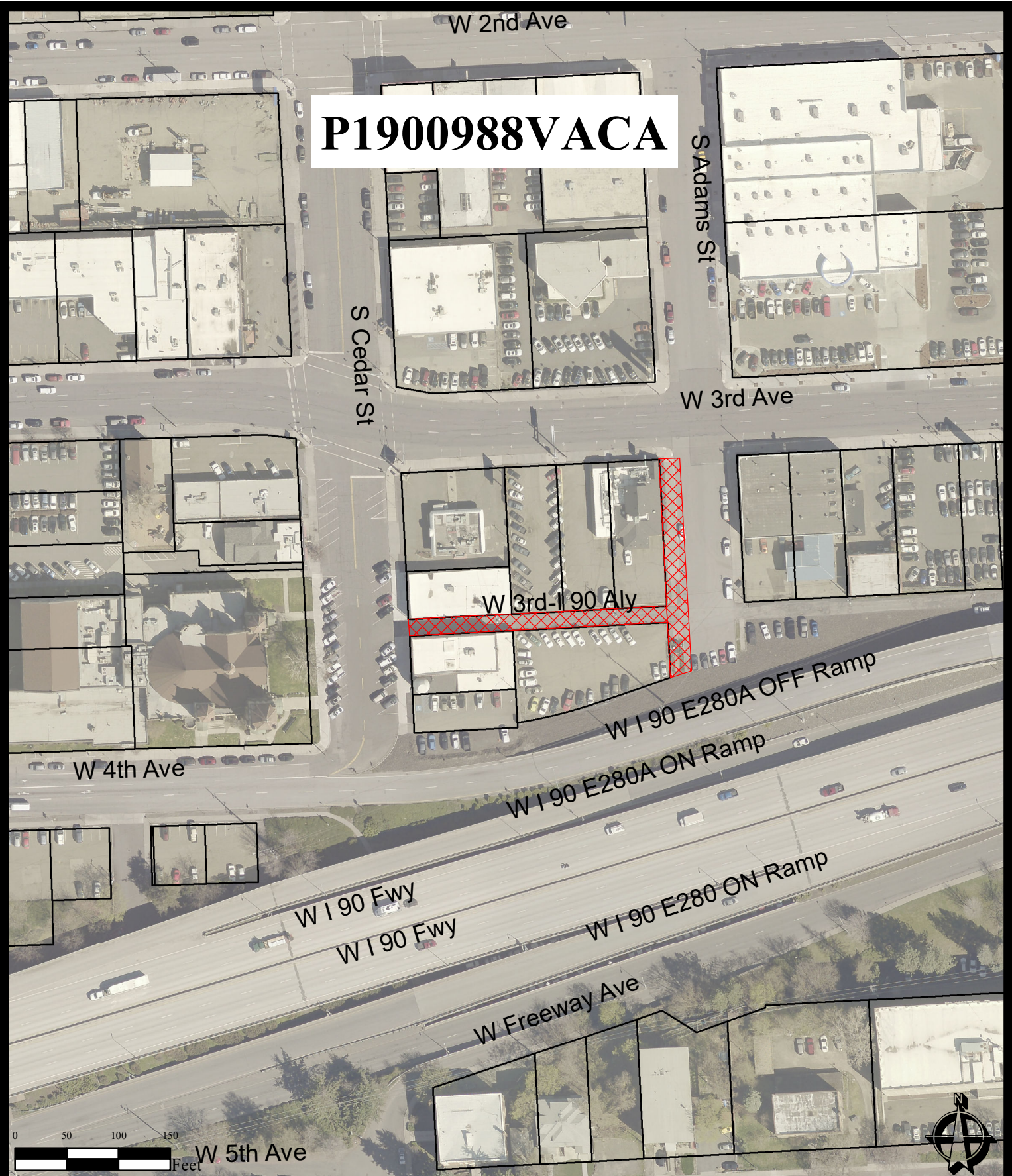
\_\_\_\_\_  
City Clerk

Approved as to form:

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



P1900988VACA



**Right-of-way Description:**  
The west 20 feet of Adams St. between  
3rd and the freeway along with the alley  
between 3rd and the freeway, from Cedar to Adams

**Legend**

 vacation

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.



## South Adams west 20' + alley south of 3<sup>rd</sup> Ave. Vacation "NO COST" Justification

### **Background:**

On the corner of 3<sup>rd</sup> and Adams in downtown Spokane, Volunteers of American (VOA) and their partners are proposing a unique development meeting the needs of two separate and distinct populations. The proposed 42,000+ square foot project will provide 60 units of new, permanent, supportive housing for extremely low income, homeless men and women who are struggling with multiple special needs. The main floor of the structure will provide a 100+ bed women's shelter meeting the needs of some of our community's most vulnerable members.

Because of the two distinct populations served and the need to design the space to accommodate unique needs, the footprint of the building needs to be optimized.

### **Security/Safety:**

Neighbors around the subject property have voiced concerns about the current lack of neighborhood security and the issues of trash, graffiti, loitering, and crime. The existing alley south of Third Avenue and the area adjacent to the freeway, provide a well-traveled path, away from the more frequently traveled streets. This is a problem for the community. While not a unique situation, the developers and planners on the VOA project are seeking broad community support as they consider final design features. As a result, the neighborhood safety factors are paramount. Because the main floor hosts a shelter for vulnerable women often preyed upon by others, the security of the surrounding area is critical to the safe operation of this facility.

The neighborhood has come together with a plan to help address security concerns, which relies on site control. This is achieved by vacation of the alley, a thorough fencing plan including maintenance access gates, the provision of security staff at the VOA facility and coordination to help address these issues. All of these items come with a significant cost. VOA has taken on the role of overall security management and leadership because of the link to their mission and the needs of the shelter users.

The proposed building is designed with the neighborhood in mind and provides a proposed shelter entrance and courtyard to the rear of the building on the Interstate-90 side of the block. This design feature helps keep those most vulnerable more secure. The plan pushes foot and vehicular traffic to 3<sup>rd</sup> avenue where it can be more effectively monitored and accommodated.

### **Collaboration:**

The Larry H. Miller Group (and their real estate holding company) has stepped forward in a positive way and agreements have been reached between Miller Group and VOA that will result in land trades to make for a better project for the VOA property and help with the security



concerns. Miller is “giving up” much more land than they are getting back albeit they are getting slightly more surface parking because of the improved land configuration.

Through ongoing conversations with adjacent property owners, one item of note has continued to surface: No adjacent property owner who might be a party to the vacation of either the alley or Adams is interested in participating in purchasing vacated lands if it costs them any money. They uniformly believe the lands in question, encumbered as they are, with severely restricted uses, structure limitations, utility locations, easement requirements, etc. have no value and in some cases have more liability associated with them. They also realize that taking on the additional lands will increase their property tax bill.

We have a neighborhood of adjacent property owners who will support the requested vacations and would agree to take over ownership of their respective lands but not if it costs them money to purchase (see attached email from property owner to the West of our site). Some see the requirement to participate in fencing as a burden that takes them to their limit of participation.

**Value proposition:**

Here is a look at the value considerations for different segments of the proposed vacations.

- 1) Alley vacation area on the west end of the block with properties fronting on Cedar.
  - a. The vacated area here is between two existing structures. The distance between the two structures is approximately 16’ leaving only the alley between the two buildings.
  - b. The alley along its entire length has a 12” wastewater in the center and other utilities are present.
  - c. If the alley is vacated it will be done with a “no build” easement, prohibiting future structures or encroachments into the 16’ former alley area. Also, access must be maintained for utility maintenance.
  - d. Each property owner in this area would receive the 8’ of alley on “their” side. Because of the deed restrictions, easements, access rights, etc. this land is of little use to the property owners, but the vacation make sense as a way to deal with security issues allowing the fencing plan to move forward.
  - e. As stated previously, the property owners in this area will be required to fence and gate the western end of the alley at their expense and will take on additional responsibility to keep in clean and safe.
- 2) The alley vacation area near the center of the block bordered on the north and south by lands owned by Miller Family Real Estate.
  - a. Many of the same issues above apply to this center piece except the existence of the two existing buildings referenced in 1a.
  - b. As a part of this overall transaction the Miller group has agreed to provide additional fencing along the western edge of their ownership.

- c. The Miller Family Real Estate has agreed to an exchange of lands with VOA resulting in VOA receiving a larger ownership area and Miller a smaller ownership.
- 3) Alley vacation area south of the proposed VOA building.
  - a. Same issues as above.
  - b. This area is proposed to be used as a courtyard and queuing area for Shelter customers. This is critical to the effective operation of the facility and addresses neighborhood concerns about activity that could otherwise occur on 3<sup>rd</sup> Ave.
  - c. As a part of the overall solutions VOA is proposing to expand the easement staging area for City access to the wastewater line. This additional area would be approximately 776 square feet and would expand the width of the wastewater easement area from the current 16' to 24' giving the City better access to its facilities.
- 4) The western 20' of S. Adams adjacent to the VOA ownership
  - a. This area is encumbered by a storm sewer which will need to be accommodated via VOA's development plan at VOA cost.
  - b. This land is not encumbered by the sort of other utilities that encumber the alley and hence it can be built upon with proper accommodations.
  - c. Arguably, this easement area has some value but the proposed transfer to a non-profit whose mission is meeting important needs for the most disadvantaged in our society.
  - d. The expanded building footprint accommodated by the 20' of S. Adams vacation allows the development to accomplish its purpose of serving the two distinct needs of a women's shelter and permanent, supportive housing for the chronically homeless.
  - e. The economics of the larger building allow more of those in need to be served AND allow the operator to cover the cost of on-site security.
  - f. As a part of the overall neighborhood plan, VOA is taking on the lead in security AND fence and gate maintenance to assure the security measure remain successful well into the future.
- 5) A separate vacation request will be made for the alley extending east from Adams to Jefferson.
  - a. The land restrictions noted under 1 above apply here as well.
  - b. This area is also critical to the fencing and security plan.

In summary, we are requesting that the City vacate the requested portions of city right-of-way at no cost to the applicants because the neighborhood worked together to help create a better project that meets an important community need and that the project will be hindered without the no-cost vacations. Charging for any of these vacated lands, will push the burden directly on VOA and thereby impact an important non-profit service provider. We hope City Council will treat the second vacation request in a similar manner because it is tied to these same issues.

Thank you for your time, your consideration and your service to our community. By working together, we can solve many of our communities most pressing issues.

## Letter from Property Owners on West end of Block

Carlos Herrera <carlos@sdsrealty.com>

Wed 3/27/2019 4:39 PM

You

John,

We are willing to accept ownership of the southern 8' of the alley adjacent to our property provided there is **no cost** to accepting said ownership. The property has very little value to me as a property owner and it has been a liability. The city does not clean or patrol the alley. We constantly must clean it and remove needles and garbage. Our building is constantly vandalized from the alley as it is easy for people to hide.

I have spoken with the owners of the building on the north side of the alley (311 S Cedar) and they agree that the only way we will accept responsibility and ownership for the alley is if there is no purchase price cost.

Thanks for your consideration,

Carlos Herrera  
General Manager  
Brokerage & Property Management  
SDS Realty Inc.  
108 N Washington Suite 600  
Spokane WA 99201  
Cell: (509) 714-2593  
Fax: (509) 624-1711  
Email: carlos@sdsrealty.com



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

April 22, 2019

City Clerk File No.:  
ORD C35759  
CR: OPR 2019-0280

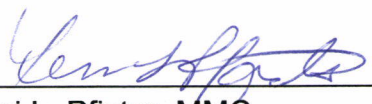
COUNCIL ACTION MEMORANDUM

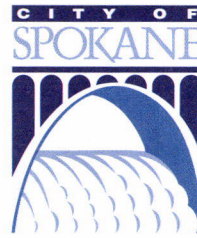
RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, April 22, 2019, as it pertains to Ordinance C35759, Council Member Mumm indicated a potential conflict was found because road standards are not spelled out in the agreement (with the County). She stated there is a requirement in the UGA to meet public road standards and those standards might be different for the future City of Spokane than the County. To make sure the City is very clear on what its requirements are going to be inside its UGA, she requested a deferral of Final Reading Ordinance C35759 for a month. The following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35759 (reformulating the Northeast Public Development Authority and approving its charter and bylaws) for one month \*(to June 3, 2019); **carried 5-1 (Council Member Fagan voting "no" and Council Member Burke absent).**

(Clerical Note: Monday, May 28, 2019, is Memorial Day and the Tuesday, May 28, 2019, regularly scheduled meeting is canceled; and so Ordinance C35759 is deferred to June 3, 2019)

  
\_\_\_\_\_  
Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

April 15, 2019

City Clerk File No.:  
ORD C35759  
CR: OPR 2019-0280

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

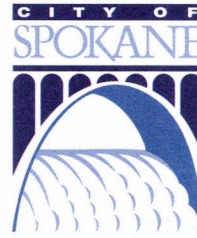
During its 6:00 p.m. Legislative Session held Monday, April 15, 2019, the Spokane City Council considered Final Reading Ordinance C35759 reformulating the Northeast Public Development Authority and approving its charter and bylaws. Subsequent to Council and staff discussion, the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Kinnear, **to defer** for one week (and place on PIES Committee); **carried 5-1 (Council Member Fagan voting “no” and Council Member Burke absent).**

---

Terri L. Pfister, MMC  
Spokane City Clerk





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

April 8, 2019

City Clerk File No.:  
OPR 2019-0280  
ORD C35759

COUNCIL ACTION MEMORANDUM

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and RELATED FIRST READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, April 8, 2019, Council President Stuckart requested a motion to first suspend Council Rules and then move the Interlocal Agreement between the City of Spokane and Spokane County regarding reformation of the Northeast Public Development Authority to the April 15, 2019, Current Agenda, so it can appear on the agenda for the Finance Committee next week. The following action was taken:

**Motion** by Council Member Fagan, seconded by Council Member Mumm, to suspend the Council Rules; **carried unanimously.**

Council President Stuckart then called for a motion to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8<sup>th</sup> agenda to April 15th agenda. The following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Fagan, to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8<sup>th</sup> agenda to April 15th agenda; **carried unanimously.**

At the City Council's 6:00 p.m. Legislative Session held April 8, Ordinance C35759—reformulating the Northeast Public Development Authority and approving its charter and bylaws—was read for the first time, with further action deferred.

Terri L. Pfister, MMC  
Spokane City Clerk



ORDINANCE NO. C35759

AN ORDINANCE REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, Spokane County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the City boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the reformation of the Northeast Public Development Authority for the purpose of which is to realign resources, property and services to facilitate economic development and operation of the Northeast Public Development Authority; and

WHEREAS, the City Council hereby further finds that the reformation of the Northeast Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the Northeast area of Spokane County:--  
Now, Therefore,

The City of Spokane does ordain as follows:

1. That the Northeast Public Development Authority is hereby reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated \_\_\_\_; and

2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the reformed Northeast Public Development Authority; and

3. That the attached Charter and Bylaws for the reformed Northeast Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**AMENDED CHARTER OF THE  
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

Revised: \_\_\_\_\_

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# **AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE I**

### **Name and Seal**

**Section 1.1 Name.** The name of this Authority shall be the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

**Section 1.2 Seal.** The Authority's seal shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

## **ARTICLE II**

### **Authority and Limit on Liability**

**Section 2.1 Authority.** The Authority is a public authority organized pursuant to RCW 35.21. 730 - [REDACTED] 757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

**Section 2.2 Limit on Liability.** The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

**Section 2.3 Mandatory Disclaimers.** The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The Northeast Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such

corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority

### ARTICLE III

#### Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

### ARTICLE IV

#### Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

### ARTICLE V

#### Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
  - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
  - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
  2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;



- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
  - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
  - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
  - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
  - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
  - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members

of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;  
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
  - a. in good faith on behalf of the Authority, and
  - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

## ARTICLE VI

### Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
  - i. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council.,
  - ii. Two County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
  - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraph 6.1.

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City or County. At-large Business Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Permanent board members may only be removed from the Authority Board upon their departure from the City or County. At-large board members shall be removed upon the expiration of their term.

## ARTICLE VII

### Meetings

#### Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

## ARTICLE VIII

### Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

## ARTICLE X

### Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the

issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall be distributed pursuant to the Interlocal Agreement

ARTICLE XII

Approval of Charter

APPROVED by Ordinance No. \_\_\_\_\_ adopted by the City Council of the City of Spokane, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

CITY OF SPOKANE

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

Its: \_\_\_\_\_

Attest:

Approved as to form:

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

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

APPROVED by Resolution No. \_\_\_\_\_ adopted by the Board of County  
Commissioners of Spokane County, Washington on \_\_\_\_\_, \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

# **AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

## **ARTICLE 1. DEFINITIONS**

### **1.1 Authority**

"Authority" means the Northeast Public Development Authority organized and reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

### **1.2 Electronic Transmission**

"Electronic transmission" means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

### **1.3 Written Notice**

Any "written notice" may be given by electronic transmission.

## **ARTICLE 2. OFFICES**

The registered office of the Authority in the state of Washington is \_\_\_\_\_ Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

## **ARTICLE 3. BOARD OF DIRECTORS**

### **3.1 Power**

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

### **3.2 Number and Qualification**

There shall be seven (7) voting directors of the Authority's Board.

The Board shall be composed of four (4) permanent Board members and three (3) at-large Board members as follows:

a. Permanent Board Members:

- i. Two (2) City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council,



- ii. Two (2) County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three (3) at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City or County. The at-large business representatives will serve three (3) year terms, or as otherwise designated by a majority of the Permanent Board Members.

### **3.4 Duties of a Director**

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

### **3.5 Regular & Special Meetings**

The Board shall meet as necessary, but not less than two (2) meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

#### **3.5.1 Open Public Meetings**

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

### **3.5.2 Parliamentary Authority**

Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

### **3.5.3 Minutes**

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

### **3.5.4 Applicability of General Laws**

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

## **3.6 Quorum**

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

## **3.7 Manner of Acting**

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

### **3.8 Participation by Telecommunication**

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

### **3.10 Board Committees**

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

#### **3.10.1 Advisory Committees**

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

### **3.12 Dissolution**

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," the Amended Charter OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and these Bylaws.

### **3.13 Compensation**

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

## **ARTICLE 4. OFFICERS**

### **4.1 Number and Qualifications**

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically

authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

#### **4.2 Appointment and Term of Office**

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

#### **4.3 Chair**

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

#### **4.4 Vice-Chair**

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

#### **4.5 Treasurer**

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

#### **4.6 Secretary**

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

#### **4.7 Temporary Transfer of Powers and Duties**

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

## **ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS**

### **5.1 Contracts**

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

### **5.2 Loans**

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

### **5.3 Checks, Drafts, Etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

### **5.4 Deposits**

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

### **5.5 Loans to Directors and Officers**

No loans shall be made by the Authority to any officer or to any director.

## **ARTICLE 6. MISCELLANEOUS PROVISIONS**

### **6.1 Books and Records**

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

### **6.2 Fiscal Year**

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

### **6.3 Amendments to these Bylaws**

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

### **6.4 Form of Seal**

The seal of the Authority shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

### **6.5 Voting Requirement**

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. \_\_\_\_, adopted by the Spokane City Council on \_\_\_\_\_, 2019 and approved by the Spokane County Resolution No. \_\_\_\_, adopted by the Board of County Commissioners on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Council President

ATTEST:

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

Approved as to form:

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

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
MARY KUNEY, Chair

\_\_\_\_\_  
AL FRENCH, Vice Chair

\_\_\_\_\_  
JOSH KERNS, Commissioner

Attest:

Approved as to form:

\_\_\_\_\_  
Ginna Vasquez  
Clerk of the Board

\_\_\_\_\_  
Deputy Civil Prosecuting Attorney

## ATTACHMENT "B"

### METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

#### Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase to the PDA, and the remaining 25% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

#### Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2019, 75% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

#### Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2020. 75% of any increase in the Leasehold Tax within the PDA TCA between 2019 and 2020 will be distributed to the PDA. The remaining 25% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

Subsequent year's allocations will be calculated using the same methodology.



### Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 75% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.

# Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

## LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

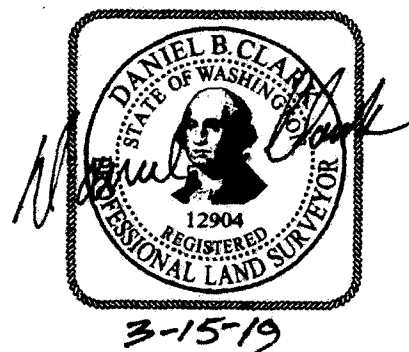
That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

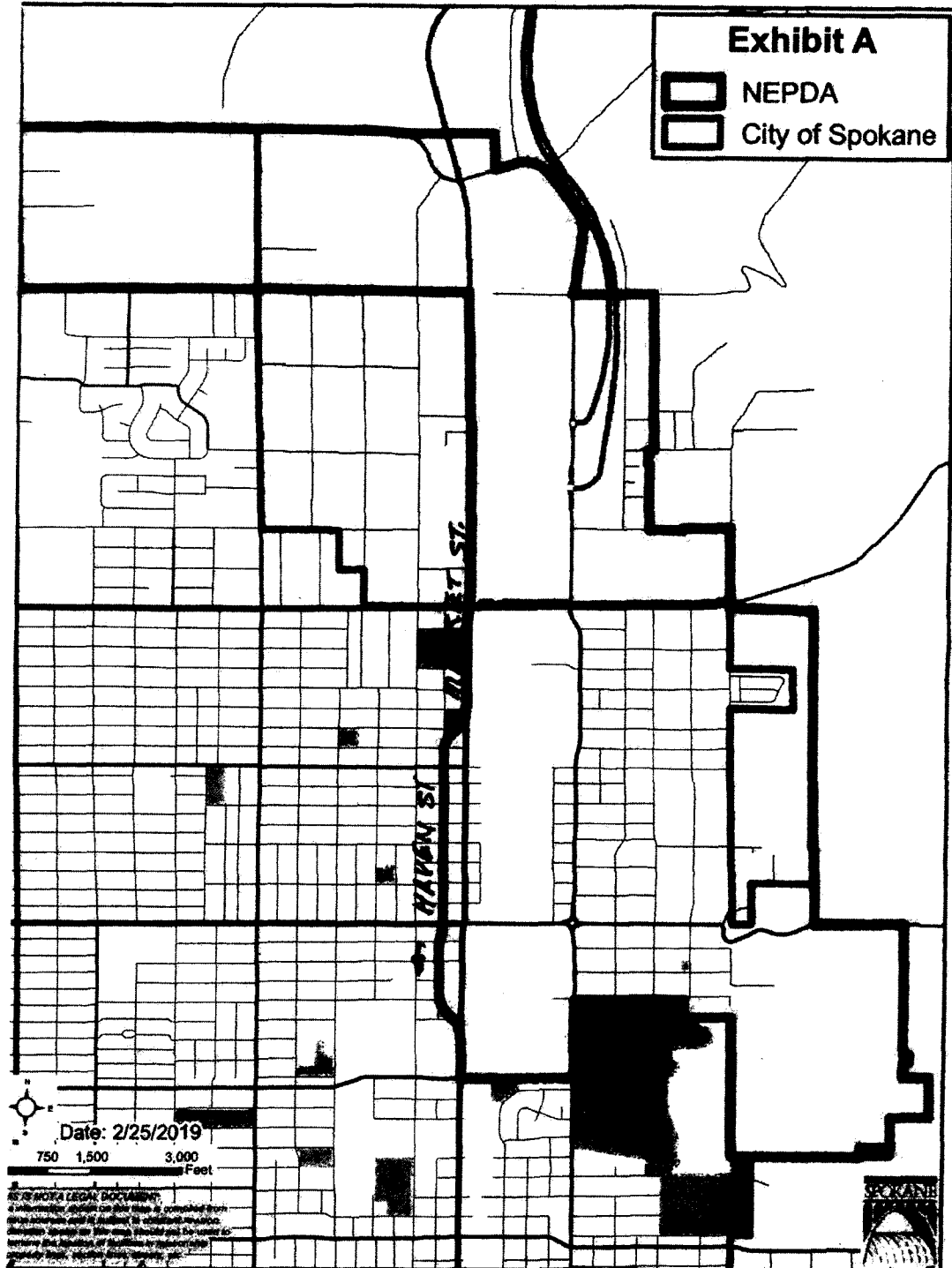
**BEGINNING** at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;



- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.





**Exhibit A**

-  NEPDA
-  City of Spokane

Date: 2/25/2019

750 1,500 3,000 Feet

NEPDA'S LEGAL DOCUMENTS  
A public hearing was held on the day of completion  
of the NEPDA and it was found that the NEPDA  
is in compliance with the requirements of the  
City of Spokane and the State of Washington  
and that the NEPDA is a valid and legal  
document.

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 17, 2019

TO: Eric Johnson  
Engineering Services

Clerk's File No.  
ORD C35772

FROM: Terri Pfister, City Clerk

RE: Ordinance C35772 vacating portions of Erie and Denver Streets.

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Attached is a copy of Ordinance C35772 for vacation of:

portions of Erie and Denver Streets.

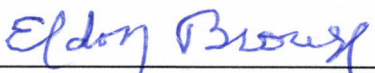
This ordinance was read for the first time on May 13, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

5/17/19  
\_\_\_\_\_  
Date

---

Precedent conditions have been met and Ordinance C35772 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 5/17/19  
\_\_\_\_\_



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

May 13, 2019

City Clerk File No.:  
ORD C35772  
CR: RES 2019-0025

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF PORTIONS OF DENVER AND ERIE STREETS  
AS PART OF A CITY OF SPOKANE STORMWATER PROJECT and RELATED  
FIRST READING ORDINANCE C35772

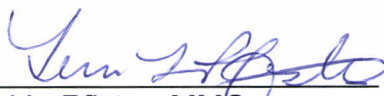
During its 3:30 p.m. Administrative Session held Monday, May 13, 2019, upon review of the May 13, 2019, Current Agenda, the Spokane City Council took the following action:

**Motion** by Council Member Fagan, seconded by Council Member Mumm,  
**to substitute** Ordinance C35772 with updated version (including updated  
vacation report); **carried unanimously.**

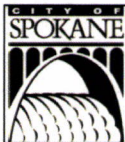
At the 6:00 p.m. Legislative Session held May 13, the City Council held a hearing on the above-described vacation. Subsequent to Council and staff discussion, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated May 8, 2019), the vacation of portions of Denver and Erie Streets as part of a City of Spokane stormwater project.

In conjunction with the hearing, Ordinance C35772 (as amended)—vacating portions of Denver Street and Erie Street—was read for the first time, with further action deferred.

  
Terri L. Pfister, MMC  
Spokane City Clerk



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

05/13/2019

**Date Rec'd**

5/2/2019

**Clerk's File #**

ORD C35772

**Renews #****Cross Ref #**

RES 2019-0025

**Submitting Dept**

DEVELOPER SERVICES CENTER

**Contact Name/Phone**

ELDON BROWN 6305

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Project #****Bid #****Agenda Item Type**

Hearings

**Requisition #****Agenda Item Name**

4700- VACATION OF PORTIONS OF DENVER AND ERIE STREETS

**Agenda Wording**

Vacation of portions of Denver and Erie Streets as part of a City of Spokane Stormwater Project.

**Summary (Background)**

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

**Approvals****Council Notifications****Dept Head**

DUVALL, MEGAN

**Study Session**

Public Safety 3/15/19

**Division Director**

CORTRIGHT, CARLY

**Other****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

DALTON, PAT

ebrown@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

edjohnson@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

**Purchasing**

ccortright@spokanecity.org

korlob@spokanecity.org

dnorman@spokanecity.org

sbishop@spokanecity.org

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

5/13/19  
AND FURTHER ACTION WAS DEFERRED

*[Signature]*  
CITY CLERK

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35772

An ordinance vacating portions of Denver Street and Erie Street as described below,

WHEREAS, pursuant to Resolution 2019-0022, the City Council initiated the vacation of portions of Denver Street and Erie Street and more particularly described below, and a hearing has been held on the resolution 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. Those portions of Denver Street and Erie Street, lying within the Southeast quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian and more particularly described below is hereby vacated. Parcel number not assigned.

A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR DENVER STREET LYING BETWEEN BLOCKS 20 AND 21 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 20 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EAST LINE OF SAID BLOCK 20, SOUTH 02°12'26" EAST 307.75 FEET; THENCE LEAVING SAID EAST LINE OF BLOCK 20, NORTH 76°12'13" EAST 76.56 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 21; THENCE ALONG SAID WEST LINE, NORTH 02°12'26" WEST 292.35 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 21; THENCE SOUTH 87°48'27" WEST 75.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:



A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR ERIE STREET LYING BETWEEN BLOCKS 19, 20 AND 24 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING SOUTH OF TRENT AVENUE AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19, NORTH 35°55'33" E 120.32 FEET TO THE **TRUE POINT OF BEGINNING**, BEING THE SOUTHERLY MOST CORNER OF LOT 7 OF SAID BLOCK 19; THENCE LEAVING SAID EASTERLY LINE, SOUTH 32°52'10" EAST 30.93 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 33°12'48" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'06", 103.88 FEET TO A POINT OF TERMINUS ON THE WEST LINE OF SAID BLOCK 24, FROM WHICH SAID SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 BEARS SOUTH 56°17'41" WEST 215.48 FEET.

Section 2. The City retains and reserves easements over, under, across and through the entire vacated area of Erie Street for Avista Utilities, CenturyLink, Zayo Electric, and the City of Spokane to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer. Upon a sale or other transfer of ownership of Union Gospel Mission's adjoining property, or any portion thereof, title to portions of Erie Street vacated by this Ordinance shall revert to and vest in the City of Spokane at no cost or expense to the City, and Union Gospel Mission ("UGM") and/or its successors and assigns shall execute such documents as are reasonably necessary to transfer title to the City, including a quit claim deed to those portions of Erie Street vacated hereunder. Notwithstanding the foregoing, the following events shall not be considered a "transfer" or "sale" of vacated Erie Street and shall not trigger the vesting of vacated Erie Street in the City of Spokane:

- a) Transfer of vacated Erie Street to an entity wholly owned by UGM that continues to fulfill UGM's current mission;
- b) The granting of an easement or license across all or a portion of vacated Erie Street; or
- c) The voluntary or involuntary transfer of a portion of vacated Erie Street to a governmental entity.

Section 3. The City retains and reserves easements over, under, across and through

the entire vacated area of Denver Street for the City of Spokane and Avista Utilities to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer.

Section 4. The City retains and reserves an easement over, under, through and across the north 45 feet of vacated Erie Street for the Washington State Department of Transportation for the construction, repair, and maintenance of public utilities and services to include without limitation of the construction and maintenance of the Trent Bridge and related appurtenances and utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

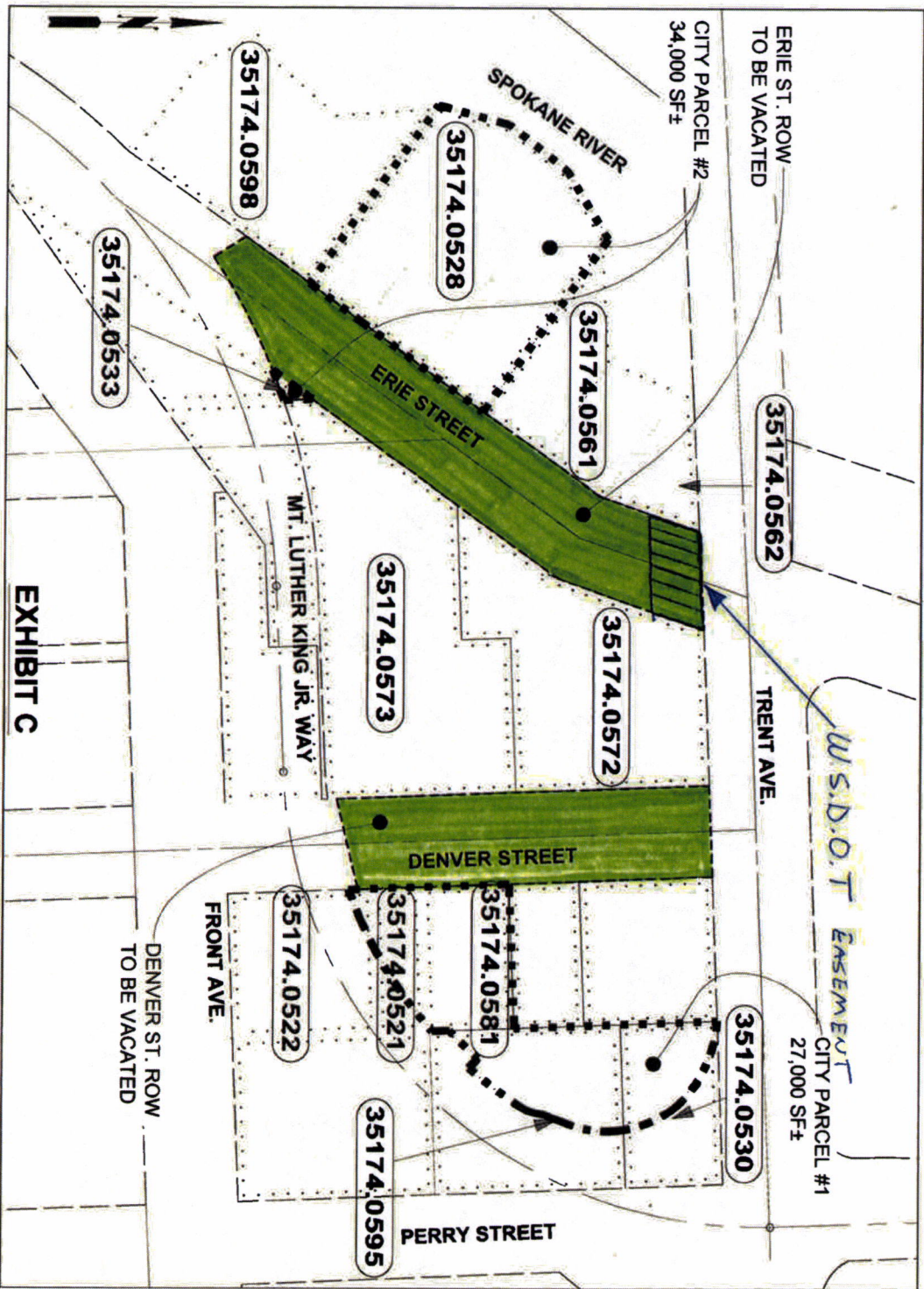
Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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





**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
May 8, 2019**

**LOCATION:** Portions of Denver and Erie Streets south of Trent and west of Perry.

**PROPONENT:** City of Spokane Engineering Design

**PURPOSE:** Land Swap with Union Gospel Mission for a stormwater project.

**HEARING:** May 13, 2019

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the vacation request and Avista will request an easement to be reserved in entire vacated areas for existing and future gas and electrical distribution lines and down the requested vacations.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**ZAYO COMMUNICATIONS** – Zayo has no objections and or comments.

**CENTURYLINK** – CenturyLink has cable facilities in the right-of-way on Erie Street and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed. We have no issues with Denver Street.

**INTEGRATED CAPITOL MANAGEMENT** – There are also sewer and storm pipes that will need an easement.

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** – Regarding the drainage for right-of-way property swap with Union Gospel Mission on Trent: seems reasonable to me if UGM is ok with it.

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – Make sure there is access from the sidewalk along the Trent Bridge to the pathway along the river.

**PLANNING & DEVELOPMENT – PLANNING** – No concerns with the actual vacation, just the specifics afterwards. The requirement to aggregate parcels is necessary to ensure that we are not land locking parcels. Are we doing a land swap with UGM and the City owned parcel (35174.0528)? Otherwise this could become land locked.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – The only container we pick up there would be a compactor that belongs to the Union Gospel Mission. I believe we use the existing streets currently to access it. I also believe the compactor is stationary and not something someone could push out to us. If the current access to the Union Gospel Mission property was to change or the compactor was moved, Solid Waste Collection would need a site plan to review showing the new location of the compactor and vehicle access to it.

**STREET DEPARTMENT** – We have reviewed the proposal for the City to utilize a portion of Union Gospel Missions property for a storm water project by the vacation of Erie St. and Denver St., Trent Ave to MLK Blvd. and the Street Department has no objections to the proposed vacations.

**WASTEWATER MANAGEMENT** – Wastewater management has a number of assets in the proposed vacation area.

On Erie there is a 42" Sanitary Main and a 24" storm main. The 42" sanitary is between 22' and 29' deep. There is also a storm water overflow tank slated to be build in or close to that area.

Because of all this, we oppose the vacation of the Erie right of way. If it is vacated, then we would require a minimum of full width, no build easement with 24 hour access for the vacated area to provide maintenance and repair access to the sanitary and storm mains and the future tank. Note that usually we request only a 30' easement around the assets in question. Due to the size and depth of these pipes and the presence of the proposed tank, only a full width easement will be appropriate. Additionally, there is a storm inlet in that area that connects to the storm main which would have to be removed and pipe plugged and the property owner would have to assume responsibility of the storm water treatment and runoff in the area.

On Denver we have 2 storm inlets and pipes that connect that drainage to the storm main in Trent. We have no objection to this vacation area provided those assets to be removed and plugged and the property owner assume full responsibility for the storm runoff and treatment.

**WATER DEPARTMENT** – The Water Department still has active water mains in Erie and Denver. We would need to maintain a no build

easement over these pipes unless the developer has a plan to reroute them. – Response from engineering – We are aware of the mains in Erie and Denver (and not just water mains) which Loren points out. We agree with the request for no-build easements over all utilities, public and private.

**BICYCLE ADVISORY BOARD - No comments**

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, Zayo and the City of Spokane, shall be retained over and through the vacated area of Erie Street to protect existing and future utilities.
2. An easement as requested by Avista Utilities and the City of Spokane, shall be retained over and through the vacated area of Denver Street to protect existing and future utilities.
3. An easement as requested by Washington State Department of Transportation be retained over and through the north 45 feet for ingress/egress and to operate and maintain for the purpose of construction and maintenance of the Trent Bridge project including roadwork and utilities
4. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed before final vacation completion.
5. As part of a DOE funded City of Spokane stormwater project, staff is working to vacate these dead-end right-of-ways to use as a trade with Union Gospel Mission for land that is needed for the city project. Staff recommends vacating these right-of-ways at no cost.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 17, 2019

TO: Eric Johnson  
Engineering Services

Clerk's File No.  
ORD C35773

FROM: Terri Pfister, City Clerk

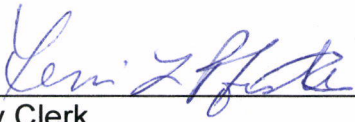
RE: Ordinance C35773 vacating a portion of Fiske Street right-of-way north of 11th Avenue.

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Attached is a copy of Ordinance C35773 for vacation of:

a portion of Fiske Street right-of-way north of 11th Avenue.

This ordinance was read for the first time on May 13, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

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

5/17/19  
\_\_\_\_\_  
Date

-----  
Precedent conditions have been met and Ordinance C35773 is hereby returned for Final Reading.

  
\_\_\_\_\_  
Principal Engineer – Developer Services

Dated: 5/17/19  
\_\_\_\_\_





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

May 13, 2019

City Clerk File No.:  
ORD C35773  
CR: RES 2019-0026

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF A PORTION OF FISKE STREET RIGHT-OF-WAY NORTH OF 11<sup>TH</sup> AVENUE, AS REQUESTED BY MIKHAUL SHEVHENKO and RELATED FIRST READING ORDINANCE C35773

During its 6:00 p.m. Legislative Session held Monday, May 13, 2019, the City Council held a hearing on the above-described vacation. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 14, 2019), the vacation of a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue, as requested by Mikhaul Shevhenko.

In conjunction with the hearing, Ordinance C35773—vacating a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue—was read for the first time, with further action deferred.

Terri L. Pfister, MMC  
Spokane City Clerk



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

05/13/2019

<b>Date Rec'd</b>	5/2/2019
<b>Clerk's File #</b>	ORD C35773
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2019-0026
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	DEVELOPER SERVICES CENTER
<b>Contact Name/Phone</b>	ELDON BROWN 6305
<b>Contact E-Mail</b>	EBROWN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Hearings
<b>Agenda Item Name</b>	4700- VACATION OF A PORTION OF FISKE ST RIGHT OF WAY

**Agenda Wording**

Vacation of a portion of Fiske St. right-of-way, as requested by Mikhaul Shevhenko.

**Summary (Background)**

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b>Dept Head</b>	DUVALL, MEGAN
<b>Division Director</b>	CORTRIGHT, CARLY
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	DALTON, PAT
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session</b>	Urban Experienc 3/11/19
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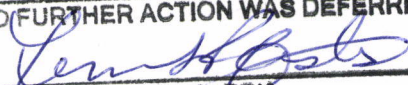
**Other****Distribution List**

<b>Additional Approvals</b>	kbecker@spokanecity.org
<b>Purchasing</b>	ccortright@spokanecity.org
	korlob@spokanecity.org
	dnorman@spokanecity.org
	sbishop@spokanecity.org

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

5/13/19

AND FURTHER ACTION WAS DEFERRED

  
CITY CLERK

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C 35773

An ordinance vacating a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue.

WHEREAS, a petition for the vacation of a portion of Fiske Street, north of 11<sup>th</sup> Avenue and more particularly described below 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 section of right-of-way more particularly described below is hereby vacated. Parcel number not assigned.

A portion of the Abandoned Spokane and Inland Railroad in Hills Subdivision of Block 11 of East Altamont Addition according to Plat recorded in Volume "M" of Plats, page 31, that is now Fiske Street right-of-way and is situated in the City of Spokane, Spokane County, Washington, being more particularly described as follows;

**Beginning** at the intersection of the West line of said Block 11 and the South line of said Abandoned Spokane and Inland Railroad, thence North along said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 30.00 feet, thence South parallel to said West line of Block 11 a distance of 20.00 feet to said South line of Abandoned Railroad, thence in a Northwesterly direction along said South line of Abandoned Railroad a distance of 31.05 feet to the **Point of Beginning**.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services CenturyLink to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

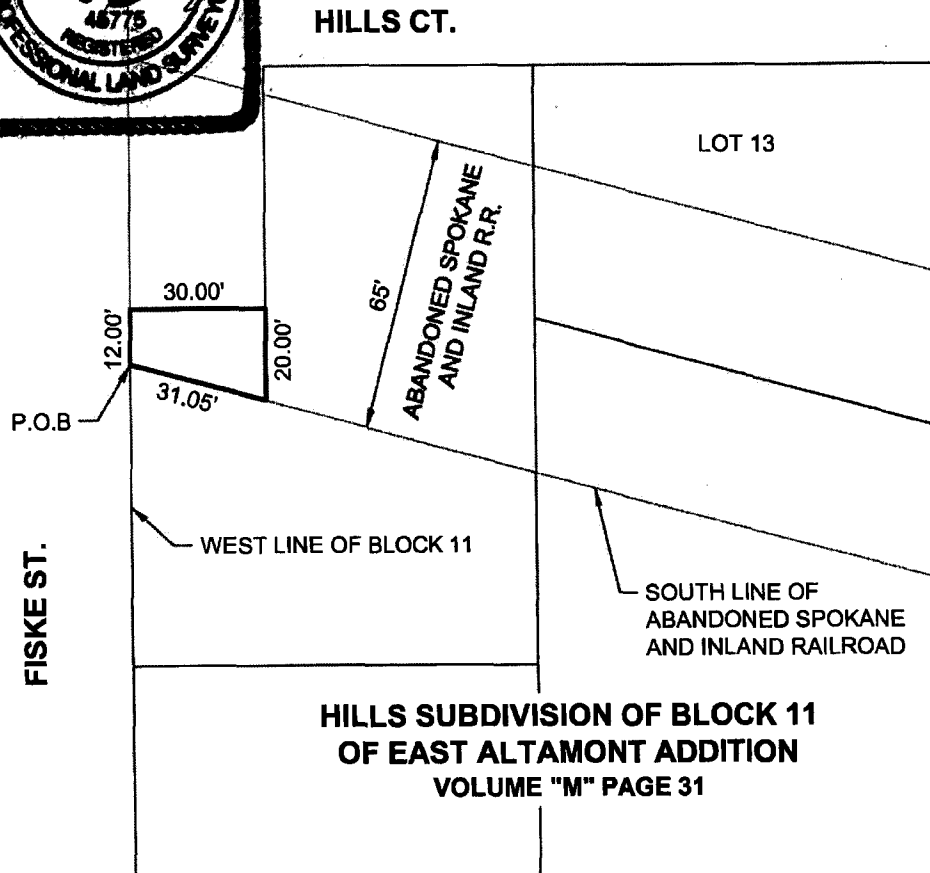
Effective Date: \_\_\_\_\_

# ABANDONED SPOKANE AND INLAND RAILROAD VACATION



SCALE: 1"=40'

1/25/19



**COFFMAN**  
ENGINEERS  
10 N. Post Street Suite 500  
Spokane, Washington 99201  
509 328 2994 Fax 509 328 2999

project	RAILROAD VACATION	by	JEA	sheet no.
location	1013 S. FISKE ST.	date	01/24/19	1 OF 1
client	MIKE SHEVCHENKO	checked	DJA	job no.
		date	01/24/19	190128



**P1900123VACA**



**Preliminary Right of Way Description:  
A portion of Fiske St. RW between  
E Hills Ct and E 11th Ave.**

**Legend**

 Vacation Area

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to continuous  
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.







**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
March 14, 2019**

**LOCATION:** Portion of Fiske between Hills Ct. and 11<sup>th</sup> Ave

**PROPONENT:** Mikail Shevchenko

**PURPOSE:** Expand Yard

**HEARING:** May 13, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista serves the area with gas and electric distribution and vacation of portion described will have no adverse effects in Avista's facilities. We have no further comments at this time.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**ZAYO COMMUNICATIONS** – Zayo communications has no comments and or objections to the vacation.

**CENTURYLINK** – CenturyLink has cable facilities in the right-of-way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction, and reconstruction as needed.

**INLAND POWER AND LIGHT** – Inland Power & Light has no facilities within the proposed area to be vacated.

**INTEGRATED CAPITAL MANAGEMENT** – No comments of concerns

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – No Objections

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns**

**PLANNING & DEVELOPMENT – PLANNING – No concerns**

**POLICE DEPARTMENT - No comments**

**SOLID WASTE MANAGEMENT - No comments**

**STREET DEPARTMENT – No concerns or objections.**

**WASTEWATER MANAGEMENT –** Wastewater has no assets in the area so no objection to the proposed vacation. Our standard requirement that onsite runoff be maintained and treated on site still applies.

**WATER DEPARTMENT - No comments**

**BICYCLE ADVISORY BOARD - No comments**

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
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 \$1,742.40 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



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

05/20/2019

Date Rec'd

5/8/2019

Clerk's File #

ORD C35774

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

LORI KINNEAR 6256269

Project #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 USE OF CITY-AUTHORIZED UTILITY VEHICLES ON PUBLIC PROPERTY

Agenda Wording

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

Summary (Background)

This ordinance authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property. It prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC - 5/6

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

mmuramatsu@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jfraley@spokanecity.org

Additional ApprovalsPurchasing





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.

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

Distribution List


## ORDINANCE NO. C35774

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 16A.65 SMC to read as follows:

### **Chapter 16A.65 Use of City-Authorized Utility Vehicles on Public Property**

#### **16A.65.010 Definitions**

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Authorized Use" means the use of a utility vehicle that is city-owned or authorized and by someone who is authorized to operate the vehicle for a purpose described in SMC 16A.65.020(A).
- B. "Authorized Personnel" means persons authorized to operate utility vehicles on public property and includes designated employees of the police and parks departments as well as agents of any other public or entity designated by, or contracting with, the City for the maintenance of public properties.
- C. "Incidental Use" means very limited use of the utility vehicle on city streets, including entering the roadway, crossing a street, and otherwise traveling on a public right of way for the brief period necessary to access public property and, where authorized, to plow snow and ice from crosswalks.
- D. "Public Property" means city parks, trails, conservation lands, natural areas, properties owned by the city or used for city business, public parking lots and public sidewalks within the city limits. Public property does not include public streets, roads or highways.
- E. "City-Authorized Utility Vehicle" means a small motorized four-wheel off road vehicle owned or authorized by the City and used to carry out specific tasks, such as those related to park security, law enforcement or emergency management. Utility vehicles do not include golf carts, motorized personal transportation devices, bicycles or other non-motorized vehicles as defined in SMC 16A.61.787(E).
- F. "Unauthorized Use" means the use of a utility vehicle that is not owned or authorized by the City, or the use of a utility vehicle by a person who is not authorized to operate it on public property within the city limits.

### **16A.65.020 Use of City-Authorized Utility Vehicles on Public Property**

City-owned or authorized utility vehicles may be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes. Incidental use of city-owned or authorized utility vehicles on city streets and roadways by authorized personnel is permitted as necessary to accomplish the purpose of accessing public property.

### **16A.65.030 – Who Grants Authorization to Operate Utility Vehicles**

The Chief of Police or his designee and the Director of Parks and Recreation or his designee may grant authorization to operate a utility vehicle on public property consistent with this chapter. Authorization may be conditioned upon appropriate training in the safe operation of the utility vehicle.

### **16A.65.040 Unauthorized Use – Penalty**

Unauthorized use of a utility vehicle on public property within the city limits is prohibited. A violation a class 1 civil infraction.

### **16A.65.050 Registration, Licensing and Equipment Requirements**

- A. Authorized utility vehicles used in accordance with this chapter must meet registration and decal requirements as set forth in Chapter 46.09 RCW unless subject to the exemptions in RCW 46.09.420.
- B. Authorized personnel must obtain a valid Washington driver's license prior to operating a city-authorized utility vehicles on public property.
- C. In addition to meeting all equipment standards set forth in RCW 46.09.457 for wheeled all-terrain vehicles, all city-owned and authorized utility vehicles other than police vehicles must be equipped with yellow lights and backup warning signals. In addition to backup warning signals, utility vehicles used by the police department may be equipped with yellow lights or red and blue emergency lights.

### **16A.65.060 Safety Requirements for Use of Utility Vehicle**

- A. Authorized utility vehicles used in accordance with this chapter may operate at speeds of no greater than five miles per hour on sidewalks and may not exceed fifteen miles per hour on city streets.
- B. All utility vehicles operating on bridges must comply with posted weight restrictions.

C. Utility vehicles operating on sidewalks and streets shall yield the right of way to pedestrians.

Section 2. That section 1.05.180 of the Spokane Municipal Code is amended to read as follows:

**1.05.180 Penalty Schedule – Use of Streets**

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

Penalty Schedule - Use of Streets (**See Linked Document**)

<u>SMC 16A.65.030</u>	<u>Unauthorized Use of a Utility Vehicle on Public Property</u>	<u>1</u>	
-----------------------	---	----------	--

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Public Safety and Community Health Committee

<b>Division &amp; Department:</b>	Police Department
<b>Subject:</b>	Use of City-Authorized Utility Vehicles on Public Property under the City's Jurisdiction for Health and Safety Purposes
<b>Date:</b>	November 13, 2018
<b>Contact (email &amp; phone):</b>	Mary Muramatsu ( <a href="mailto:mmuramatsu@spokanecity.org">mmuramatsu@spokanecity.org</a> ) (509) 625-6289
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input 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)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property.
<b>Background/History:</b> <p>The City Council recently approved funds for the purchase of a utility vehicle (a John Deere Gator) for the Downtown Spokane Partnership so that it can be used to clean sidewalks. The Police and Parks Departments each also have utility vehicles for public safety and law enforcement purposes.</p> <p>Utility vehicles are currently not authorized in the City. State law prohibits such vehicles from being driven in the streets of a City the size of Spokane, but Chapter 46.09 RCW authorizes local legislative bodies to designate where these vehicles may be operated on certain properties within the local jurisdiction.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property.</li> <li>Prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction.</li> <li>Allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.</li> <li>Sets license and registration requirements.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:	



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

06/03/2019

<u>Date Rec'd</u>	5/15/2019
<u>Clerk's File #</u>	ORD C35779
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KAREN 625-6291	<u>Project #</u>	
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - AN ORDINANCE UPDATING PARKING TIME LIMITS AND REGULATIONS		

Agenda Wording

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

Summary (Background)

An ordinance extending on-street parking time limits within residential zones, and clarifying that parking violations in those areas are to be complaint-driven and providing that parking enforcement officers have discretion to issue warnings before issuing violations.

<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>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	UD Comm., 5-13-2019
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

## ORDINANCE NO. C35779

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new section 16A.04.055 of the Spokane Municipal Code is amended to read as follows:

### **Section 16A.04.055      Passenger Vehicle**

“Passenger vehicle” means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

**Section 2.** That section 16A.61.561 of the Spokane Municipal Code is amended to read as follows:

### **Section 16A.61.561 Parking Time Limited and Regulated**

- A. No vehicles shall be parked (~~((continuously))~~)for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City (~~((at any time for a period longer than twenty-four hours))~~)located within any non-residential zone. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked on any one block face upon any street within(~~((;))~~) the parking meter area (as authorized by SMC 16A.61.5902) beyond the maximum time allowed by the meter, and are required to move off the block face after the maximum time allowed by the meter has expired until the next calendar day, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone; provided, the (~~((city council))~~)City Council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902), inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two (2) hours.



D. No person shall park any vehicle for longer than seventy-two (72) hours on any street located within an area zoned solely for residential uses:

1. in a manner which creates a public safety hazard;
2. facing the opposite direction of traffic on that side of the street;
3. so as to block any driveway or fire hydrant,
4. in any area signed as no parking;
5. without a city-issued parking permit in any area within which City-issued parking permits are required;
6. which is a junk vehicle as the term is defined in SMC 10.16.010(F); or
7. within twenty-four (24) hours of a previously noticed street clearing event.

E. Vehicles in violation may be deemed unauthorized and subject to impoundment after notification no less than twenty-four (24) hours in advance.

F. The enforcement of the provisions of this section shall be undertaken solely in response to complaints. If the City receives a complaint that a vehicle is in violation of subsection (D) of this section, the City shall first issue a warning notice along with a requirement that the violation be remedied within twenty-four (24) hours. If the violation continues after twenty-four (24) hours after the issuance of a warning notice, the City shall issue a citation.

**Section 3.** That section 16A.61.562 of the Spokane Municipal Code is amended to read as follows:

**Section 16A.61.562 Parking Non-passenger and Commercial Vehicles in ((Residence))Residential Zones**

A. It is unlawful to park any vehicle requiring a commercial safety fee, ((motor home, trailer of any type, camper, watercraft, snowmobile,))limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, or farm vehicle on a street right-of-way in an ((“R” zone of the city of Spokane))area which is which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any ((“R”))residential zone for longer than ((four-))twenty-four (24) continuous hours for ((active-))loading or unloading. ((Overnight parking between the hours of nine p.m. and seven a.m. is also unlawful.))

B. It is unlawful to park any motor home, trailer of any type, camper, watercraft, or snowmobile on a street right-of-way in an area which is zoned for solely residential

uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any residential zone for longer than forty-eight (48) continuous hours for loading or unloading.

C. Nothing in this section permits the use of a recreational vehicle, motor home, trailer, or camper for permanent habitation in a street right-of-way, as prohibited by SMC 17C.319.200(B).

**Section 4.** That section 16A.61.570 of the Spokane Municipal Code is amended to read as follows:

**Section 16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited**

A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

1. stop, stand, or park a vehicle partly or completely:

- a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;
- c. within an intersection;
- d. on a crosswalk;
- e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
- f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
- g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- h. on any railroad tracks;
- i. in the area between roadways of a divided highway including crossovers; or
- j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.
- k. in a bicycle lane that has been indicated by signage or striping.

2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

- a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;

- b. within fifteen (15) feet of a fire hydrant;
  - c. within twenty (20) feet of a marked crosswalk;
  - d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
  - e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;
  - f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or
  - g. in a no-parking area at Spokane International Airport as designated by the airport board.
- 3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:
  - a. within fifty (50) feet of the nearest rail of a railroad crossing, or
  - b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.
- C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.
- D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.
- E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.
- F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.
- G. Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

06/03/2019

Date Rec'd

5/23/2019

Clerk's File #

ORD C35780

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ERIC JOHNSON 625-6445

Project #Contact E-Mail

EDJOHNSON@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700 - ERIE - MLK STREET VACATION - HEARING

Agenda Wording

Vacation of portions of Erie St, as requested by City Staff.

Summary (Background)

At its legislative session held on April 29, 2019 the City Council set a hearing on the above vacation for June 3, 2019. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

BECKER, KRIS

**Study Session****Division Director**

CORTRIGHT, CARLY

**Other****Finance**

HUGHES, MICHELLE

Distribution List**Legal**

RICHMAN, JAMES

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

sbishop@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

**Purchasing**

ebrown@spokanecity.org

kbecker@spokanecity.org

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35780

An ordinance vacating portions of Erie Street

WHEREAS, pursuant to Resolution 2019-0033, the City Council initiated the vacation of portions of Erie Street and more particularly described below, and a hearing has been held on the resolution 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 those portions of Erie Street described below is hereby vacated.  
Parcel number not assigned.

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 24, OF SAID PLAT; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF ERIE STREET THE FOLLOWING TWO (2) CALLS:

1) SOUTH 02°10'35" EAST 82.84 FEET TO THE **TRUE POINT OF BEGINNING;**  
2) CONTINUING SOUTH 02°10'35" EAST 186.85 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 72°46'52" WEST 19.72 FEET TO A POINT ON A 281.25 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 67°56'05" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°33'43", 76.39 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 04°24'05" WEST 15.42 FEET; THENCE NORTH 36°37'56" EAST 27.69 FEET; THENCE NORTH 39°56'09" WEST 12.98 FEET TO A POINT ON A 447.00 FOOT RADIUS NONTANGENT CURVE TO THE

LEFT, CONCAVE NORTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 55°52'23" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°31'13", 89.88 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 6,193 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF THE BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG THE BOUNDARY OF SAID BINDING SITE PLAN THE FOLLOWING TWO (2) COURSES:

1) ALONG THE WEST LINE OF SAID RIGHT-OF-WAY, NORTH 02°12'22" WEST 75.00 FEET;

2) ALONG THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, NORTH 35°55'33" EAST 163.54 FEET TO A POINT ON A 101.00 FOOT RADIUS NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 59°46'40" EAST; THENCE LEAVING SAID BOUNDARY AND SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°05'53", 12.51 FEET TO A POINT OF COMPOUND CURVE OF A 637.50 FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 66°52'33" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°18'35", 159.22 FEET TO THE POINT OF TANGENT; THENCE SOUTH 08°48'52" WEST 45.04 FEET TO THE POINT OF CURVE OF A 348.50 FOOT RADIUS TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°49'08", 108.38 FEET TO A POINT ON SAID BOUNDARY AND ON SAID WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG SAID BOUNDARY AND SAID WEST RIGHT-OF-WAY LINE, NORTH 02°12'22" WEST 103.88 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,625 SQUARE FEET, MORE OR LESS.

Section 2. An easement is reserved and retained over and through the entire vacated area areas for the utility services of Avista Utilities, CenturyLink, Comcast, and the City of Spokane to protect and maintain existing and future utilities, and no building or other

structure shall be erected or placed thereon without the City's prior written approval.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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





**CITY OF SPOKANE  
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
March 5, 2018**

**LOCATION:** Portions of Erie St for MLK Way Project

**PROPONENT:** City of Spokane

**PURPOSE:** To establish new roadway.

**HEARING:** April 30, 2018

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the vacation request and Avista serves the area with gas and electric distribution. Avista has existing facilities in both proposed vacation areas 1 and 2, therefore requests an easement be reserved for serving utilities in both proposed vacation area.

**COMCAST** – Comcast has reviewed the vacation request. Comcast has no objection with the vacation.

**CENTURYLINK** – CenturyLink has no facilities in the area of S Erie St. Century Link has no issues with vacations and land acquisitions.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities in this MLK area.

**XO COMMUNICATIONS** - XO Comm. is fine with this proposal.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – Fire has no issue with this Right-of-Way Vacation

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – It appears that one of the ROW vacation areas are over both a 69” CSO

Outfall and a 60" interceptor. It seems like the easements for the sewer would negate the usefulness of the vacation area. There may also be a 8" water main that also encroaches a bit on the same area.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – I have no issues with this street vacation

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – No issues for streets

**WASTEWATER MANAGEMENT** - WWM has multiple significant assets in both areas that are being called to vacate. Vacation area 1 has both a 69" and 60" sanitary pipe running through it. Vacation area 2 has a 36" sanitary pipe running through it. The 60" pipe in particular is very deep at around 20-25' deep.

The only way we can agree to this vacation is if the city retains an easement over the full area of the proposed vacation sites. This easement would have to specify no buildings be constructed within it and must also include complete access for both maintenance and inspection equipment. As is typical any and all storm runoff would have to be maintained and treated on site.

I would like to add that the "maintenance" of the pipelines be allowed by an easement must specifically include excavation as necessary. We (WWM) would like to review/comment on such an easement wording prior to approval.

**WATER DEPARTMENT** – No comments

**BICYCLE ADVISORY BOARD** – No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

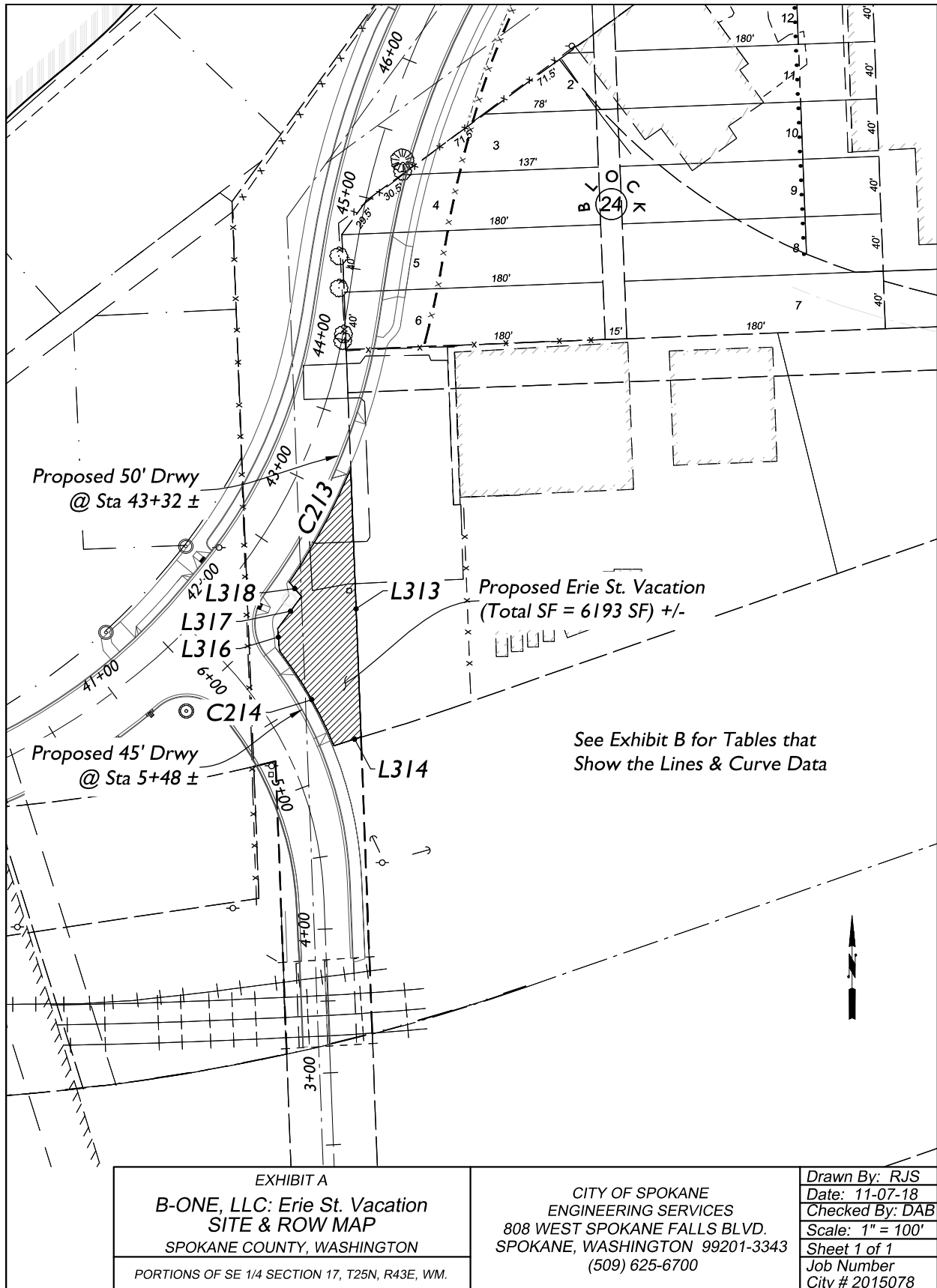
1. An easement as requested by Avista Utilities, CenturyLink, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

*Eden W. Bunn*

EDJ/edj

h:\dsc\permitting\stvac\erie - mlk\report.docx



<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L313</i>	<i>186.85</i>	<i>S02° 10' 35"E</i>
<i>L314</i>	<i>19.72</i>	<i>S72° 46' 52"W</i>
<i>L316</i>	<i>15.42</i>	<i>N04° 24' 05"W</i>
<i>L317</i>	<i>27.69</i>	<i>N36° 37' 56"E</i>
<i>L318</i>	<i>12.98</i>	<i>N39° 56' 09"W</i>

<i>Curve Table</i>				
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Tangent</i>
<i>C213</i>	<i>89.88</i>	<i>447.00</i>	<i>11° 31' 13"</i>	<i>45.09</i>
<i>C214</i>	<i>76.39</i>	<i>281.25</i>	<i>15° 33' 43"</i>	<i>38.43</i>

See Exhibit A for Parcel Drawing

<b>EXHIBIT B</b> <b>B-ONE, LLC: Erie St. Vacation</b> <b>Dimension Tables</b> SPOKANE COUNTY, WASHINGTON PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.	CITY OF SPOKANE ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6700	Drawn By: RJS Date: 11-07-18
		Checked By: DAB Scale: 1" = 100' Sheet 1 of 1 Job Number City # 2015078

Line Table		
Line #	Length	Direction
L215	178.88	N02° 12' 22"W
L216	163.54	N35° 55' 33"E
L217	45.04	S08° 48' 52"W

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C114	101.00	7° 05' 53"	12.51	6.26
C115	637.50	14° 18' 35"	159.22	80.02
C117	348.50	17° 49' 08"	108.38	54.63

Scale: 1" = 60'

Area of Proposed Vacation = 8,625 SF

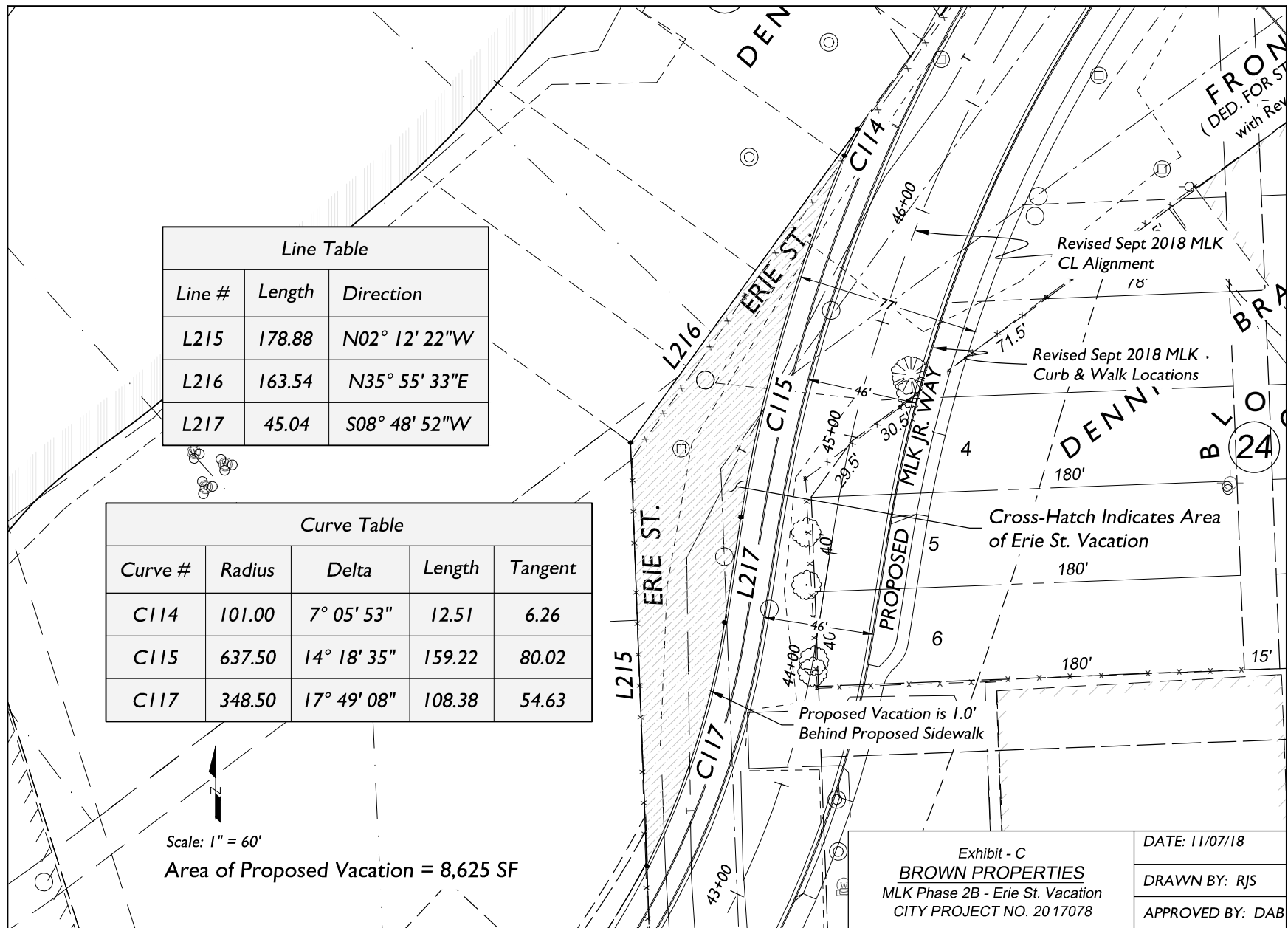


Exhibit - C  
**BROWN PROPERTIES**  
 MLK Phase 2B - Erie St. Vacation  
 CITY PROJECT NO. 2017078

DATE: 11/07/18

DRAWN BY: RJS

APPROVED BY: DAB