

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

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

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

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

Further, keep the following City Council Rules in mind:

### **Rule 2.2      Open Forum**

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

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

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 25, 2016

### **MISSION STATEMENT**

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

**MAYOR DAVID A. CONDON**

**COUNCIL PRESIDENT BEN STUCKART**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER LORI KINNEAR**

**VACANT – DISTRICT 2, POSITION 2**

**COUNCIL MEMBER AMBER WALDREF**

COUNCIL BRIEFING SESSION—3:30 P.M.  
COUNCIL CHAMBERS  
CITY HALL

TOWN HALL/LEGISLATIVE SESSION-6:00 P.M.  
COUNCIL CHAMBERS  
808 W SPOKANE FALLS BLVD, SPOKANE, WA

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

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

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

## ADMINISTRATIVE SESSION

Roll Call of Council

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |    |   |         |                              |
|----|---|---------|------------------------------|
| 1. | Low bid meeting specifications of McCurley Chevrolet, (Pasco, WA) for two Chevrolet Equinox—\$49,005 (incl. tax).<br><b>Gene Jakubczak</b>  | Approve | OPR 2016-0022<br>BID 4206-15 |
| 2. | Two-year Value Blanket Order (with option for three one-year extensions) with Schaefer Systems International, Inc., (Charlotte, NC) for the purchase of semi & fully automated yard waste carts—annual estimated expenditure \$160,000 (incl. tax).<br><b>Scott Windsor</b> | Approve | OPR 2016-0023<br>BID 4158-15 |
| 3. | Five-year Value Blanket Order with Otto Environmental Systems, LLC, (Charlotte, NC) for the purchase of commercial plastic refuse and recycling dumpsters—estimated annual expenditure \$40,667.76 (plus tax).<br><b>Scott Windsor</b>                                      | Approve | OPR 2016-0026<br>BID 4117-15 |
| 4. | Authorization to enter into a collective bargaining agreement with the IAFF Local 29 firefighters bargaining unit covering wages and benefits for the years 2016-2019.<br><b>Erin Jacobson</b>  | Approve | OPR 2016-0028                |



5. Contracts for operational support and services with: Approve
- a. Northeast Community Center Association—\$125,904.50. OPR 2016-0029  
**Alicia Powell**
  - b. West Central Development Association—\$111,939.50. OPR 2016-0030
6. Recommendations to list on the Spokane Register of Historical Places: Approve
- a. Vinther & Nelson Hardware Building, 706 North Monroe Street. OPR 2016-0031  
**Megan Duvall**
  - b. Eikenbary-Pierce House, 1303 South Bernard Street. OPR 2016-0032
7. Professional Services Consultant Agreement with LSB Consulting Engineers, PLLC, (Spokane, WA) for Structural On-Call Services - Federal Aid Projects—not to exceed \$200,000. (Various Neighborhoods) Approve OPR 2016-0033  
ENG 2016051  
**Dan Buller**
8. Low Bid of T. LaRiviere Equipment & Excavation, Inc., (Athol, ID) for the repaving of 25th Avenue from Southeast Boulevard to 230 feet East of Lacey Court—\$349,135.25. An administrative reserve of \$34,913.53, which is 10% of the contract price, will be set aside. (Lincoln Heights) Approve PRO 2016-0006  
ENG 2015079  
**Dan Buller**
9. Extensions to: Approve All
- a. Assignment of Wheelabrator Service Agreement with Brand Energy, (Tacoma, WA) for Scaffolding Services for the Waste to Energy Facility through January 31, 2016—No additional cost. OPR 2014-0883  
**Chuck Conklin**
  - b. Contract with Helfrich Brothers Boiler Works Inc., (Lawrence, MA) for Boilermaker Services for the Waste to Energy Facility for scheduled and unscheduled outages through January 31, 2016—No additional cost. OPR 2015-0260  
BID 4116-15
10. Extensions and amendment to contract with: Approve All
- a. Online Cleaning Services, (Marysville, CA) for Boiler Blast Cleaning Services at the Waste to Energy Facility through December 31, 2016—\$213,313.50. OPR 2015-0095  
**Chuck Conklin**

- b. Zampell Refractories, Inc., (Newburyport, MA) for refractory installation and sandblasting services at the Waste to Energy Facility through December 31, 2016—\$640,000.

OPR 2015-0097

**Chuck Conklin**

11. Report of the Mayor of pending:

Approve &  
Authorize  
Payments

- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2016, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.

CPR 2016-0002

- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2016: \$\_\_\_\_\_.

CPR 2016-0003

12. City Council Meeting Minutes: \_\_\_\_\_, 2016.

Approve  
All

CPR 2016-0013

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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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## TOWN HALL 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**

Northeast Public Development Authority: One Reappointment.	Confirm	CPR 2012-0032
Spokane City/County Historic Landmarks Commission: One Appointment.	Confirm	CPR 1981-0122
Plan Commission: One Reappointment.	Confirm	CPR 1981-0295

**CITY ADMINISTRATION REPORT**

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**COUNCIL COMMITTEE REPORTS**

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

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**TOWN HALL 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 town hall forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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

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**LEGISLATIVE AGENDA**

**NO EMERGENCY BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2016-0008** Requesting the Spokane County Auditor to hold a special election on November 7, 2017, in conjunction with the scheduled general election to submit to the electors of the City of Spokane a proposition regarding an amendment to the Spokane Municipal Code relating to immigration status information.

**Council Member Fagan**

**RES 2016-0009**  
**OPR 2016-0027** Declaring Zonar Systems, Inc. (Seattle, WA) a sole manufacturer and supplier of GPS systems for the Solid Waste Collection Department for the purpose of vehicle tracking and maintenance record keeping and authorizing GPS system data acquisition services from Zonar Systems, Inc. without public bidding—\$51,457.15 (incl. tax).

**Scott Windsor**

**RES 2016-0010** Amending the City of Spokane's 2016 Legislative Agenda (to include UDDA operating funds to catalyze and leverage strategic investments).

**Council President Stuckart**

**ORD C35352** Relating to the pretreatment requirements; amending SMC sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801 of the Spokane Municipal Code; and setting an effective date.

**Mike Cannon****FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35354** Relating to charitable solicitation applications; and amending section 10.42.040 of the Spokane Municipal Code.

**Crystal Marchand**

**ORD C35355** Relating to the City Investment Committee; adopting new section 07.15.005 to Chapter 7 of the Spokane Municipal Code, and amending sections 07.15.010 and 07.15.020 of the Spokane Municipal Code.

**Council President Stuckart**

**ORD C35356** Relating to Council and Legislation; amending sections 02.005.010, 02.01.010, 02.01.030, 02.01.040, and 02.01.050 of the Spokane Municipal Code.

**Council President Stuckart****FURTHER ACTION DEFERRED**

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**NO SPECIAL CONSIDERATIONS****NO HEARINGS**

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**Motion to Approve Advance Agenda for January 25, 2016**  
(per Council Rule 2.1.2)

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## **TOWN HALL 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 town hall forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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

## **ADJOURNMENT**

The January 25, 2016, Regular Legislative Session of the City Council is adjourned to February 1, 2016.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	12/29/2015
<b>Clerk's File #</b>	OPR 2016-0022
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	BID #4206-15
<b>Requisition #</b>	RE# 17607

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	GENE JAKUBCZAK 509-625-7865
<b>Contact E-Mail</b>	GJAKUBCZAK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - PURCHASE OF CHEVROLET EQUINOX

**Agenda Wording**

Low bid meeting specifications of McCurley Chevrolet (Pasco, WA) for two (2) Chevrolet Equinox - \$49,005.00 including tax

**Summary (Background)**

On 11/23/15 Sealed bids were opened to provide the City of Spokane Fleet Services with two Chevrolet Equinox AWD Utility Vehicles. Two responses were received along with the State of Washington Contract with McCurley Chevrolet being the lowest responsive bidder. These are replacement vehicles for the Water Department.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 49,005.00	#	4100-42450-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	RIGGS, STEVEN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	PWC 12/14/15
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE	
<b><u>For the Mayor</u></b>	COTE, BRANDY	GJAKUBCZAK	
<b><u>Additional Approvals</u></b>		FLEETSERVICES	
<b><u>Purchasing</u></b>	PRINCE, THEA	TAXES & LICENSES	

**BRIEFING PAPER**  
**Public Works Committee**  
**Fleet Services**  
**December 14, 2015**

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**Subject**

Purchase of two Chevrolet Equinox AWD utility vehicles for \$49,005.00 (tax incl.) from McCurley Chevrolet of Pasco, Washington.

**Background**

These vehicles are being purchased as a result of bid 4206-15.

**Impact**

These are replacement vehicles for the Water Department.

**Action**

Recommend approval.

**Funding**

Funding is available in the Water Department's 2015 budget.

**FLEET SERVICES  
MEMORANDUM**

**December 29, 2015**

**TO: PURCHASING DEPARTMENT**

**FROM: GENE JAKUBCZAK  
FLEET SERVICES DIRECTOR**

**SUBJ: BID # 4206-15**

After careful consideration, the Fleet Services Department recommends bid #4206-15 be awarded to McCurley Chevrolet, the lowest responsive bidder, for the purchase of two Chevrolet Equinox AWD utility vehicles. These vehicles are for the Water Department.

<b>QTY</b>	<b>ITEM</b>	<b>EACH</b>	<b>TOTAL</b>
2	2016 Chevrolet Equinox AWD utility vehicle	\$22,500.00	\$45,000.00
Sales Tax	8.9%		\$ 4,005.00
<b>TOTAL</b>			<b>\$49,005.00</b>

cc: Kyle Twohig



## BID TABULATION

**BID #4206-15 CHEVROLET EQUINOX**  
**DUE: MONDAY, NOVEMBER 23, 2015**

DESCRIPTION	MCCURLEY CHEVROLET POB 2698 PASCO WA 99302  (509) 547-5550 Rich Tuggle <a href="mailto:Rich.tuggle@mccurley.net">Rich.tuggle@mccurley.net</a>	WENDLE FORD POB 18898 Spokane WA 99228  (509) 468-9000 Aaron Austin <a href="mailto:aarona@wendle.com">aarona@wendle.com</a>  Ford Escape SE 4WD *Must be ordered before 1/1/16*	BUD CLARY CHEVROLET  WA STATE CONTRACT #03613
2 or more 2016 Chevrolet Equinox	22,500.00/ea	\$21,917.73/ea	\$23,073.66/ea
<b>TOTAL BID</b>	<b>\$45,000.00</b>	<b>\$43,835.46</b>	<b>\$46,147.32</b>
Delivery	80 days FRO	90 days FRO	90-120 days FRO
Warranty Basic Unit Engine Transmission Front Axle Rear Axle Cab Corrosion	36,000 miles/36 mo/100% 100,000 miles/60 mo/100% 100,000 miles/60 mo/100% 100,000 miles/60 mo/100% 1000,00 miles/60 mo/100% 100,000 miles/72 mo/100%	36,000 miles/36 mo/100% 60,000 miles/60 mo/100% 60,000 miles/60 mo/100% 60,000 miles/60 mo/100% 600,00 miles/60 mo/100% unlim/60 mo/100%	Factory warranty – 3yr/36000, 5 yr/100,000 drivetrain
Supplier accept credit card	No	No	No
Additional Items	Yes	Yes	Yes



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/12/2016
<b>Clerk's File #</b>	OPR 2016-0023
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4158-15
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE COLLECTION
<b>Contact Name/Phone</b>	SCOTT WINDSOR 625-7806
<b>Contact E-Mail</b>	SWINDSOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4500 VALUE BLANKET PURCHASE OF AUTOMATED YARD WASTE CARTS

**Agenda Wording**

Two-year Value Blanket Order, with option for three one-year extensions, with Schaefer Systems International, Inc. (Charlotte, NC) for the purchase of semi & fully automated yard waste carts -- annual estimated expenditure \$160,000 (including tax).

**Summary (Background)**

Solid Waste Collection issued bid #4158-15 for the purchase of 95 gallon semi & fully automated yard waste carts. Two bids were received; Schaefer Systems International, Inc. was the lowest bidder. These yard waste carts will provide inventory for new account growth and replacement carts for existing customers. Carts will be ordered through the term as needed.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 160,000	#	4500-44200-37148-53502
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	WINDSOR, SCOTT	<b><u>Study Session</u></b>	PWC 1-11-16
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	jsalstrom@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	Tax & Licenses	
<b><u>Additional Approvals</u></b>		rschoonover@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	jtieken@spokanecity.org	
		cwahl@spokanecity.org	
		mark.cerniglia@ssi-schaefer.us	
		maria.frizzell@ssi-schaefer.us	

## BID TABULATION

**BID #4158-15 Semi & Fully Automated Yard Waste Carts**  
**FOR: Solid Waste Collection Department**  
**DUE: Monday, August 24, 2015**

	DESCRIPTION	OTTO ENVIRONMENTAL SYSTEMS, LLC Charlotte, NC		SCHAEFER SYSTEMS INTERNATIONAL, INC. Charlotte, NC	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
SUBMIT BID PRICING ON QUANTITY OF 1368 EA (specify quantity of 3 semi- truck loads if different)	95 GALLON SEMI & FULLY AUTOMATED YARD WASTE CARTS	\$57.91	\$79,220.88	\$47.00 (truck load is <u>1647</u> )	\$74,773.60
120 EA	REPLACEMENT LIDS FOR 95 GALLON SEMI & FULLY AUTOMATED YARD WASTE CARTS	\$12.50	\$1,500.00	\$9.50	\$1,140.00
240 EA	REPLACEMENT LID HINGE PINS FOR 95 GALLON SEMI & FULLY AUTOMATED YARD WASTE CARTS	\$.24	\$57.60	\$.25	\$50,898.72
150 EA	REPLACEMENT RUBBER WHEELS FOR 95 GALLON SEMI & FULLY AUTOMATED YARD WASTE CARTS	\$7.50	\$1,125.00	\$4.80	\$60.00
250 EA	REPLACEMENT VENTS FOR 95 GALLON SEMI & FULLY AUTOMATED YARD WASTE CARTS	\$2.00	\$500.00		N/A (molded into body)
	<b>SUBTOTAL</b>		<b>\$82,403.48</b>		<b>\$66,216.00</b>
	<b>SALES TAX</b>		<b>7,169.10</b>		<b>\$5,760.80</b>
	<b>GRAND TOTAL</b>		<b>\$89,572.58</b>		<b>\$71,976.80</b>

The bid request was e-mailed to 23 suppliers/plan centers, with 2 bid responses.

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

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Management**  
**January 11, 2016**

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**Subject**

Establishment of a Value Blanket Order for the purchase of yard waste carts.

**Background**

The Solid Waste Management Department requests the establishment of a Value Blanket Order to purchase yard waste carts. A bid #4158-15 was issued for 95-gallon yard-waste carts. The low responsive bid was from Schaefer Systems International, Inc. (Charlotte, NC). The initial contract will be for two years with the option of three one-year extensions.

**Impact**

Diversion from disposal allows residential accounts to benefit from the reduced costs to recycle yard waste compared to disposal, as well as make a positive environmental impact. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure is up to \$160,000 including tax.

**Action**

Recommend approval

**Funding**

All funding for this purchase will be from the Solid Waste Management Department funds and is budgeted for in the 2016 budget.



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/12/2016
<b>Clerk's File #</b>	OPR 2016-0026
<b>Renews #</b>	

<b>Submitting Dept</b>	SOLID WASTE COLLECTION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	SCOTT WINDSOR 625-7806	<b>Project #</b>	
<b>Contact E-Mail</b>	SWINDSOR@SPOKANECITY.ORG	<b>Bid #</b>	4117-15
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	4500 VALUE BLANKET PURCHASE OF COMMERCIAL PLASTIC DUMPSTERS		

**Agenda Wording**

Five-year Value Blanket Order with Otto Environmental Systems, LLC (Charlotte, NC) for the purchase of commercial plastic refuse and recycling dumpsters -- estimated annual expenditure \$40,667.76 (plus tax).

**Summary (Background)**

Solid Waste Collection issued bid #4117-15 for the purchase of two-yard commercial rear load plastic dumpsters. The lowest bidder asked to be released from their obligation due to an error making Otto Environmental Systems, LLC the lowest out of the two responsive bids remaining. Plastic dumpsters are used by customers who have a high risk of metal dumpsters rusting out. They are lighter and easier for solid waste crews to move in areas with limited truck access.

<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>
Expense \$ 40,667.76 (plus tax)	# various
Select \$	#
Select \$	#
Select \$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	WINDSOR, SCOTT	<b><u>Study Session</u></b>	PWC 1-11-16
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	jsalstrom@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	Tax & Licenses	
<b><u>Additional Approvals</u></b>		rschoonover@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	rhughes@spokanecity.org	
		cwahl@spokanecity.org	
		jason.gorske@otto-usa.com	
		sharon.baker@otto-usa.com	

## BID TABULATION

**BID #4117-15 2 Cubic Yard Rear Load Plastic Commercial Refuse Containers**

**FOR: Solid Waste Collection Department**

**DUE: Tuesday, May 26, 2015**

	DESCRIPTION	SOLID WASTE SYSTEMS, INC. Spokane Valley, WA		OTTO ENVIRONMENTAL SYSTEMS, LLC Charlotte, NC		REHRIG PACIFIC CO. Los Angeles, CA	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
128 EA (or 2 semi- truck loads, please specify quantity if different _____)	Plastic Commercial Refuse Container, 2 Cubic Yard Rear Load Style, as specified in minimum specifications table in Part III, Section III "Technical Specifications.	\$647.25	\$82,848.00 (bid totals based on 128 EA for evaluation purposes)	\$635.59	\$81,355.52	\$563.09	\$72,075.52 (bid totals based on 128 EA for evaluation purposes)
	please specify quantity if different than 128 EA for 2 semi-truck loads	100 EA		128 EA		132 EA	
	<b>SUBTOTAL</b>		<b>\$82,848.00</b>		<b>\$81,355.52</b>		<b>\$72,075.52</b>
	<b>SALES TAX</b>		<b>\$7,207.78</b>		<b>\$7,077.93</b>		<b>\$6,270.57</b>
	<b>GRAND TOTAL</b>		<b>\$90,055.78</b>		<b>\$88,433.45</b>		<b>\$78,346.09</b>

The bid request was e-mailed to 41 suppliers/plan centers, with 3 bid responses and 1 "no bid" response received.

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

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Management**  
**January 11, 2016**

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**Subject**

Contract with Otto Environmental (Charlotte, NC) to provide two-yard plastic refuse and recycling containers

**Background**

Otto Environmental (Charlotte, NC) was awarded the contract from bid Bid #4117-15 (sent to 41 companies, rec'd 3 bids, 1 no bid response; Rehrig asked to be released from their bid due to a mistake making Otto the next lowest bidder).

It's a Value Blanket Order with 5 year term.

We estimates 1 truckload a year at \$40,677.76 plus tax

**Impact**

This contract provides for a supply of two-yard plastic containers for refuse and recycling collection.

**Action**

Recommend Approval.

**Funding**

These containers are budgeted for in the 2016 Solid Waste-Collections budget



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/6/2016
<b>Clerk's File #</b>	OPR 2016-0028
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY
<b>Contact Name/Phone</b>	ERIN JACOBSON 6889
<b>Contact E-Mail</b>	EJACOBSON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	2016-2019 COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 29

**Agenda Wording**

Authorization to enter into a collective bargaining agreement with the IAFF Local 29 firefighters bargaining unit covering wages and benefits for the years 2016-2019.

**Summary (Background)**

The City of Spokane and IAFF Local 29 have concluded negotiations and reached a Tentative Agreement for a successor collective bargaining agreement with a four-year term, from January 1, 2016 through December 31, 2019. The average annual increase in total cost of compensation over the four-year term is projected to be within the range of 1.46% to 2.11%, depending on CPI in 2019.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 2016 \$312,878	#	various
Expense	\$ 2017 \$710,175	#	various
Expense	\$ 2018 \$882,152	#	various
Expense	\$ 2019 \$272,604 - \$1,221,294	#	various
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DALTON, PAT	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	Exec session 1/4/2016
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	JACOBSON, ERIN	ejacobson@spokanecity.org	
<b>For the Mayor</b>	COTE, BRANDY	tdunivant@spokanecity.org	
<b>Additional Approvals</b>		msteinolfson@spokanecity.org	
<b>Purchasing</b>		bschaeffer@spokanecity.org	
		bwilliams@spokanecity.org	
		gkinyon@spokanecity.org	
		presidentiaffl29@gmail.com	



**TENTATIVE AGREEMENT**  
**Between City of Spokane and IAFF Local 29 Firefighters**  
**2016-2019**

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a successor four-year contract commencing January 1, 2016. The TA is subject to ratification by the Local 29 membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence negotiations.

**Wages (U1, C13)**

2016: no increase

2017: 2% 1st pay period of the new year

2018: 1.5% 1st pay period of the new year

2019: 0%-3% (based on same CPI formula/date as 2015) 1st pay period of the new year

**Medical (U2, U39)**

Beginning in 2016, the City's contribution to the benefits trust will be for medical insurance, life insurance, dental insurance, and VEBA. The City's monthly per employee benefits contribution in 2016 will be \$1805. The contribution will increase by 4% each year thereafter, including out of contract years.

All newly hired employees will have their medical benefits start the second full pay period after start date, if allowed by the benefits trust and its insurance carriers.

The City's increased contribution rates during each contract year shall be as follows:

2016: \$1805.00

2017: \$1878.00

2018: \$1954.00

2019: \$2033.00

**Ethics Code (C3):** Union agrees that the current City Ethics Code applies to its members and agrees to reopen this section to discuss application of any future changes to the Ethics Code.

**Vacation (C15/U4):** Union agrees to the City's vacation proposal but at the current accrual rates (as attached dated 12/8/15). The other proposed changes are housekeeping to match the contract language to the longstanding practice. Additionally, vacations missed due to mobes or shift changes may be rescheduled per the same rules and process as the original vacation sign-up.

**Holidays (C4):** Union agrees to clarification regarding recognition of new holidays. City agrees to clarify that no Department scheduled training will occur on Sundays, company officers have the discretion.

**Out of Grade (U6):** Out of Grade will be paid for interim assignments of more than five consecutive full shifts. OOG pay will be paid to the member whenever they are performing those duties (company officer or FEO), regardless of trades.

**Special Operations (U5, U13):** City agrees to Union's proposal to increase authorized certifications to at least 40 per team. Specialty pay will be: 1% on assignment to the team; 2% after technician certification or 1 year after assignment, whichever is first; and 5% after specialist certification or 2 years after assignment, whichever is first. If the 40 positions are not filled, anyone assigned to the designated stations will be considered part of the team. The intent is to always have at least 40 positions.

**VEBA (U16):** City will discontinue VEBA contributions and instead contribute the current amount (\$50/employee/month) to the Union's benefits trust. We need language in the contract stating the payment is for medical insurance, VEBA, life insurance, and dental insurance (see above).

**Training (C21, U17):** Union agrees to 60% voluntary training rate. City agrees that shift employees will not be moved to day shift for training, unless the training is five or more consecutive days. (Additionally, the City agrees to budget at least \$100,000/year for outside training, but this will not be included in the contract language or in the costing of the contract.)

**Discipline Letters (U9):** City agrees to remove letters of reprimand after two years, and lower level counseling records after one year. The result of this would be any letter 2 yrs or greater with no other issues during those years could not be used even if not physically removed.

**Combined Communications Center (C20, U40):** Parties agree to the attached (City Counter November 17, 2015) revisions to the CCC Article.

**City Agrees to the Following:**

- U30 – Station Captains use 24 hours of debit time for administrative purposes
- U38 – Accrue benefits while on light duty (as modified 9/11/15)
- U11 – DFM certification pay
- U14 – Move to DRS for deferred comp, but at current contribution rates
- U33 – Indemnification update
- U34 – Contracting out

**Union Agrees to the Following:**

- C5 – Light duty schedule (as modified 10/28/15 V2)
- C18 – Family Leave eliminated
- C6 – Hourly Rate basis for all rate estimates
- C7 – Direct Deposit
- C19 – Clarify sick leave buyback rates (language matches practice)
- C8 – Life Insurance (as modified 9/11/15)

C10 – Tuition Reimbursement

C22 – Extra Duty (as modified 9/11/15)

C24 – EMT License

C12 – Supplementals (as modified by the Union 11/24/15) (To clarify, the Union agrees that after the effective date of this Agreement, all supplemental agreements negotiated during the term of this Agreement that are not incorporated into the successor Agreement shall be null and void as of the effective date of that successor Agreement. However, all other supplemental agreements that have not expired by its own terms as of the effective date of this Agreement shall remain a part of this Agreement, and any successor Agreement, and subject to all its provisions.)

**All proposals from both parties that are not included above are dropped.**




**Average Annual Total Cost of Compensation Increase: 1.46 - 2.11%**

**For the City of Spokane:**

**For Local 29:**

 David A. Condon Mayor	 Theresa M. Sanders City Administrator	 Don Waller President
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 Erin Jacobson Assistant City Attorney	 Tim Dunivant Budget Director	 John Goodman Vice-President
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 Brian Schaeffer Assistant Fire Chief	 Meghann Steinolfson Sr. Human Resources Analyst	 Thad Frater Treasurer
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 Dave Kovac Secretary
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December 8, 2015

**CITY PROPOSAL #15: VACATION LEAVE**

**Article XIV**

**ARTICLE XIV - VACATION ALLOWANCE**

**Section 1 Vacation Allowance for Shift Personnel:**

Vacation shifts will be as follows. ~~If a member will~~ Shift personnel who begin the stated year(s) of service during the calendar year ~~in which vacation is being signed up for, the member will receive~~ shall earn the following number of shifts ~~off~~ for use in the following calendar year:

**Years of Service**

19 or more

**Work Shifts Off**

11 shifts

9-18

9 shifts

2-8

7 shifts

<del>Hired Shift personnel hired</del>	4 shifts if hired from Jan. 1st to April 30th;
<del>in the calendar year shall earn</del>	3 shifts if hired from May 1st to August 31st;
<del>vacation for use in the following</del>	2 shifts if hired from Sept. 1st to Dec. 31st
<u>calendar year as follows:</u>	

For example, a member who begins the 19<sup>th</sup> year of service at any time during the 2016 calendar year will earn 11 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City, may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

~~Note: CCC employees assigned to other than 24-hour shifts will be considered to be on 24-hour shift for purposes of vacation accrual, and 24-hour shifts of vacation may be split into increments consistent with their schedule if it is other than 24-hour shifts.~~

**1.1 Use of Vacation Upon Return From Disability or Sick Leave:** A member returning from sick or disability who had vacation scheduled during that time may, at the member's option, ~~may~~ take all vacation immediately upon return to duty, or reschedule the owed vacation(s). It is the member's responsibility to notify the administration of their intent to use the missed vacation days before returning to duty. The member shall be given the vacation they choose if the Telestaff roster is even or plus on the day they

want to take their vacation. Telestaff “even” or “plus” refers only to vacations covered by debit days. If Telestaff is not even or plus on the date the member chooses, a mutually agreeable date(s) shall be chosen. Vacation shifts missed due to injury or illness must be taken in the calendar year originally scheduled or within six (6) months of return to duty, whichever is later, or it will be lost.

## **Section 2 Vacation Allowance for Day Personnel:**

Vacation hours will be as follows. Day personnel who begin the stated year(s) of service during the calendar year shall earn the following number of hours for use in the following calendar year:

<b>Years of Service</b>	<b>Hours Off</b>
<del>Completion of 1 through</del> Hire through completion of 5 years	106
<del>Completion Start of 6 through</del> completion of 10 years	146
<del>Completion Start of 11 years</del>	154
<del>Completion Start of 12 years</del>	162
<del>Completion Start of 13 years</del>	170
<del>Completion Start of 14 years</del>	178
<del>Completion Start of 15 through</del> completion of 19 years	186
<del>Completion Start of 20 or more</del> years	226

Any member may, at their choice, receive a cash out of ~~one vacation shift~~24 hours. Separate from the member's cash out option, the City, may elect to cash out ~~one vacation shift~~24 hours. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

### **2.1 Additional Terms:**

- ~~Will receive one extra day of vacation if a holiday falls within their vacation time.~~If a holiday falls within their scheduled vacation, the holiday will not be charged as vacation.
- Shall receive their vacation accrual adjusted on their anniversary date rather than on January 1.
- Shall be allowed to carry over up to two weeks, eighty (80) hours, of vacation into the following year.

## **Section 3 Vacation Allowance for Combined Communications Center:**

December 8, 2015

Vacation shifts will be as follows. CCC personnel who begin the stated year(s) of service during the calendar year shall earn the following number of shifts for use in the following calendar year:

<u>Years of Service</u>	<u>Work Shifts Off</u>
<u>19 or more</u>	<u>10 shifts</u>
<u>9-18</u>	<u>8 shifts</u>
<u>2-8</u>	<u>6 shifts</u>

CCC personnel hired in the calendar year shall earn vacation for use in the following calendar year as follows:

<u>3 shifts if hired from Jan. 1st to April 30th;</u>
<u>2 shifts if hired from May 1st to August 31st;</u>
<u>1 shift if hired from Sept. 1st to Dec. 31<sup>st</sup></u>

For example, a member who begins the 19th year of service at any time during the 2016 calendar year will earn 10 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

Note: CCC employees assigned to other than 24-hour shifts will be considered to be on 24-hour shift for purposes of vacation accrual, and 24-hour shifts of vacation may be split into increments consistent with their schedule if it is other than 24-hour shifts.

### **Section 3-4 Vacation Signup:**

**3.14.1 Process:** The process for vacation sign up will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

### **3.24.2 CCC Vacation Sign-up:**

- a. Dispatch vacation sign-up will be conducted within the CCC.
- b. A maximum of one (1) dispatcher (to include supervisors) per shift on vacation at the same time.
- c. Sign-up shall be by shift seniority.

**December 8, 2015**

- d. It is the responsibility of each employee to complete the form that is left in the CCC. In the event that member is unavailable for contact at home and their spouse cannot make their selection, refer to the sign-up form. If the employee who is in charge of the sign-up is at the time unable to complete the member's sign-up within four (4) hours, sign-up will continue and recall to the member's home every hour until contact is made.

**CITY PROPOSAL #20: COMBINED COMMUNICATIONS CENTER**

Article XX

**ARTICLE XX - COMBINED COMMUNICATIONS CENTER**

**Section 1 Firefighter Dispatcher:** A total of three (3) Firefighter/Dispatcher positions will be available to uniform personnel from the Civil Service Firefighter/ Dispatcher list when vacancies occur. If there are no uniform personnel on the Firefighter/Dispatcher list, the vacant position will be filled from the Fire Communications Specialist list. Should this occur, uniform personnel would not be eligible for CCC positions until a vacancy occurs. All other dispatcher level positions above the 3 available to Firefighter/Dispatcher will be filled from the Fire Communications Specialist list.

Uniform personnel must complete dispatch recruit school prior to being placed in the Dispatch position. Uniform personnel will be placed on special assignment (days) to complete dispatch training.

**Section 2 Staffing:**

**2.1 Testing:** The test format for these positions shall be as follows:

Position	Format
Asst. CCC Manager	20% Departmental evaluation 80% Training and Experience
Supervisor	20% Departmental evaluation 40% Assessment/Performance 40% Written examination
<u>Administrative Supervisor</u>	<u>20% Departmental evaluation</u> <u>40% Assessment/Performance</u> <u>40% Written examination</u>
Fire Communications Specialist	A written exam by Civil Service. A Departmental interview and practical to determine the final hiring list.
Firefighter/ Dispatcher	20% Departmental evaluation 80% Written examination Skills test - Pass/fail

The Administrative Supervisor position will work day shift with responsibility for QA/QI, Training, and supplemental staffing on the floor.

**2.2 Shift Assignments:**



- a. One (1) Asst. Communications Center Manager (8 or 10 hour day shift)
- a.b. One (1) Administrative Supervisor (8 or 10 hour day shift), upon creation of new classification and approval of funding
- b.c. A total of Four (4) Shift Supervisors (24 hour shift)
- e.d. Eight (8) Fire Communications Specialist or Firefighter/Dispatcher assigned to a 24 hour shift.
- d.e. Two (2) Fire Communications Specialist or Firefighter/Dispatcher assigned to Power Shift.
- e.f. Three ~~Four~~ (34) dedicated full time relief and one .75 FTE relief dispatchers, who may be Fire Communications Specialist or Firefighter/Dispatcher.
- f.g. Personnel filling vacant Dispatcher positions will be assigned to dedicated relief. The normal line of progression is dedicated relief, power shift then 24-hour shift.
- g.h. A relief pool to include uniform personnel and civilian permanent part time employees.

### 2.3 ~~24 Hour Shift Personnel:~~

- a. Trade or overtime may create a thirty-six (36) hour obligation. Forty-eight (48) hour consecutive shifts will not be allowed. On-going assessment will be made of any shifts longer than twenty-four (24) hours to insure standards are maintained.
- b. Power Shift Positions: Can be scheduled for 8, 10 or 12 hour periods. The Manager will provide at least a two (2) week notice of any change in the regular scheduled work period.
- c. Dedicated Relief Positions: Dedicated relief positions can be scheduled for 8, 10, 12 or 24 hour periods. The Manager will provide a work schedule as early as possible. Under normal conditions dedicated relief personnel's work schedule will be identified at least two (2) weeks in advance.

### 2.4 Relief: In addition to full time dedicated relief, the following personnel are available to work relief:

- a. Uniformed Relief: Personnel normally assigned to fire station shift work, including both those on the Firefighter Dispatcher promotional list and those who volunteer to work relief at the CCC. (Limited to four positions subject to provisions of 4.4b below).

- b. **Civilian Permanent Part Time Relief:** Personnel from the Civil Service list for Fire Communications Specialist. (Limited to two positions subject to provisions below).
- c. When unscheduled relief is required, uniformed relief will be given first opportunity to work unless they have worked in the CCC at least eight (8) hours in that calendar month. Should no uniformed relief accept the assignment, those from the non-uniformed part-time relief list may be contacted. There shall be no more than one non-tenured part-time relief dispatcher on duty at any time except for the purposes of training.
- d. **Tenured Part Time:** Any part time employee will be considered tenured and eligible to work with other part time dispatchers on the same shift if:
  - 1. They have completed at least six months of service in the position of part time dispatcher, having worked at least eight hours per month for those six months, and
  - 2. In the documented opinion of their supervisors, they are capable of working a console without supervision for all but those situations which would require assistance for any full time dispatcher, and
  - 3. They do not displace full time dispatchers if full time dispatchers are available to work.
- e. Any uniformed member who volunteers for relief may turn down requests to work at the CCC if they have worked a minimum of eight (8) hours in that calendar month, and other relief is available.
- f. **Debit Time:** When a uniformed relief works the equivalent of nine (9) twenty four hour shifts, the employee will be credited with twenty-four hours of debit time. Time is accrued, hour for hour, for any relief worked at dispatch. Note: For purposes of buying back unscheduled debit time, the exchange rate is one and a half to one.
- g. **Hours:** Uniformed relief, whose shifts have been changed, will be assigned for a 24-hour shift, a portion of which may be in station. Shift changes may only occur with the concurrence of the member.
- h. Relief shall be defined as covering for vacations, illness, sickness, training and education or supplementing 24-hour shift personnel during periods of higher call volume activity. Relief can be scheduled for the following periods of time: 8, 10, 12 or 24 hours.

**2.5 Special Projects:** Special projects may be assigned to personnel to be accomplished during the shift.

**2.6 0700-1700 Hours ~~Monday through Friday:~~**

- a. As per ~~Administrative Order No. 17~~ the uniform policy, uniform pants with Fire Department approved uniform shirt, T-shirt, or sweatshirt may normally be worn. Dark blue uniform shirt is to be worn during scheduled visitations.
- b. Headsets will be worn by all Dispatchers when on duty at the console.
- c. At least ~~two (2)~~ three personnel will be required to be available, ~~one (1)~~ two of which will always remain at a console in headsets to answer incoming calls and radio communications.

**2.7 1700- 0700 Hours:**

- a. Approved Fire Department T-shirts, sweatshirts, to include sweatpants, may be worn during the evenings and on weekends when there are no scheduled visitations.
- b. At least two (2) personnel will be required to be available, ~~one (1)~~ both of which will always remain at a console in headsets to answer incoming calls and radio communications.
- c. Dispatchers may alternate rest periods in times of reduced activities. Rest periods will be taken near consoles to facilitate immediate return to the workstation in the event of increased activity. Note: Any increased activity, to include multiple incidents, multiple telephone CPR or emergency protocols being given, multiple alarm fire, etc. will immediately require two Dispatchers, to include the Shift Supervisor, to assist each other at the appropriate work station. Normal rest periods are from 2100-0600.

**2.8 Communications Training Officers (CTO):** CTOs will be receive an add-to-pay equivalent to 5% of a top step Firefighter for all hours spent actively training.

**Section 3 CCC Contract Provisions:** The CCC agreement is between the parties contracting with the City for dispatching services and is not a bargaining agreement between Local 29 and the City.

**3.1 Performance Criteria:** Changes to the CCC Performance Criteria will be submitted to the Union for review and comment before implementation.

**3.2 Move-ups:** The department's plan for mutual aid may include move-ups in the event of a catastrophic situation or a series of simultaneous emergencies, which require resources beyond the capacity of the department.

**3.3 Disclosure of Records:** The City does not intend to restrict the Union's access to dispatch records through a "Status" type of application or audio tapes if a member is subject to disciplinary action, provided access is in accordance with applicable public disclosure laws and freedom of information act requirements. However, none of the information accessed may be disclosed outside of this organization without the expressed written consent of the agency with jurisdiction, except in the event that disciplinary matters are involved, in which case the Local may disclose to their legal representative without such written consent.

The Union does not, hereby, agree to any type of cooperative response beyond "mutual aid" as established by past practice, nor should this be construed as agreement to "supplemental response".

**2016 Contract Negotiations  
Union Proposal #30  
Admin Hours  
August, 2015**

**ARTICLE XIII - HOURS OF DUTY**

**Section 2 Shift Personnel:**

**New Item:**

Station Captains will have 24 hours of debit time changed to administrative time. It will be used in ½ hour increments.

Intent: This will be used for Captains meetings, station inspection time, personnel issues, and any other items related to their duties as a captain over a facility/team/crews.

*starting 2016 ?*

9/11/2015

**2016 Contract Negotiations  
Union Proposal #38  
Light Duty Accrual  
August, 2015**

Article XVI Section 2.1

Add:

| The employee shall continue to accrue benefits, including sick leave, -during the light duty assignment. This provision shall apply only to temporary disabled LEOFF II employees. The parties will be bound by state, federal and other applicable laws/regulations with respect to permanently disabled employees.

**2016 Contract Negotiations  
Union Proposal #11  
Prevention Incentive  
June 17, 2015**

**ARTICLE XVII - SALARY COMPUTATIONS/COMPENSATIONS**

**Section 14 Deputy Fire Marshal/Fire Inspector:**

**14.3 DFM terms:** Positions filled from the DFM list will remain uniformed positions with the following additional compensation incentives and probationary terms:

- c. After each DFM and AFM passes the Fire Inspector II test and obtains certification, a flat amount of \$1000 (not subject to cost of living or other adjustments) shall be added to the employee's gross annual wages. This amount is in addition to the \$2500/year provided for Fire Inspector I certification, so employees who obtain both certifications will receive a total annual add-to-pay of 5% of Top Step Firefighter. This pay will become part of the member's base pay. ~~\$3500. The certification pay will be divided by 26.1 pay periods.~~

2016 Contract Negotiations  
Union Proposal #14  
Deferred Comp  
~~June 47~~Dec 7, 2015

**ARTICLE XVII - SALARY COMPUTATIONS/COMPENSATIONS**

**Section 19 Deferred Compensation:** The City agrees to make available to all members ~~the two deferred compensation programs which currently are available~~ the WA DRS Deferred Compensation program. The City agrees to match the contribution of any member to a deferred compensation plan to a maximum of 4% ~~6.2% of the member's~~ a top step 24 hour Fire Captain's bi-weekly pay.

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Intent: The city does not pay into social security for its firefighters. This has been a savings to the city for decades. Government employees that have a pension have their SS benefits reduced if they have earned them. This will help compensate for the loss of SS with the city's savings.

DRS only



TA 9/11/15

**2016 Contract Negotiations  
Union Proposal #33  
Indemnification  
August, 2015**

Article XXI – GENERAL

**Section 9 Indemnification Policy:** see SPOKANE Municipal Code Section 3.07.200,210 and 220. (Recodification Ord. C- 33984 Section 1.)

**2016 Contract Negotiations  
Union Proposal #34  
Contracting Out Proposal  
August, 2015**

**New Section:**

The City agrees that effective upon the signing of this Agreement, in no event shall the City contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, including, but not limited to, fire suppression, fire inspections, fire investigations, fire public education, civilian dispatch and all emergency medical services during the term of this Agreement.

**Intent:**

**UNIOIN COUNTER TO CITY PROPOSAL #5: LIGHT DUTY**  
Article XVI, Section 2.2

**2.2 On-Duty:** Should an on-duty illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below. If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

- a. The employee shall provide the City with the physician's release in which the physical limitations of the employee shall be stated.
- b. When work is available, the City shall offer the employee the opportunity to perform work which is within the employee's ability (according to the Doctor's Release) to perform. The Structured Return to Work Agreement will be utilized. If available light duty is refused, the employee's sick leave bank would be utilized. If the sick leave bank is exhausted other paid leave may be utilized.
- c. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by the physician for full duty, for a maximum of 90 days. The City can renew the assignment at 90 days with a review every 30 days (or as needed) for a total maximum of 180 days. The City may terminate the assignment at any time due to business reasons, or in the case where it is determined the assignment poses a danger to the employee, co-workers or the public.
- d. Where reasonably necessary, the City shall have the right to have independent medical examination of the employee conducted to determine the extent of the employee's disability.
- e. The employee shall continue to accrue benefits during the light duty assignment. This provision shall apply only to temporary disabled LEOFF II employees. The parties will be bound by state, federal and other applicable laws/regulations with respect to permanently disabled employees.

**2.3 ????A** LEOFF II employee work light duty should recognize that:

- a. A light duty assignment will be for a period of not ~~less than 30 days unless the employee is returned to duty~~, nor for more than 180 days.

- b. ~~If it is an on duty injury the employee will be offered light duty. However, the employee has the option of declining a light duty assignment, and will use sick leave to supplement the workers compensation payments. The light duty work schedule may follow the employees regular work schedule at the employee's option. This could be a 24, 12, 10 or 8 hour shift.~~
- c. ~~If the injured firefighter returns to their 24 hour shift, they may function as a Chief's aide and be responsible for driving the Battalion Chief, assisting with administrative work or operating in the field in a non-combat role. If not serving as a Chief's aide, the employee will return to their assigned station at the end of 8 hours of administrative work.~~
- d. ~~c. Sick time will be accrued while on light duty, along with all. All other~~ benefits will continue unless otherwise prohibited by law.
- e. ~~d. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved and will be drawn from the member's sick leave bank.~~
- f. ~~e. By accepting light duty, the member will be afforded all the protection of this contract.~~

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**CITY PROPOSAL #18: FAMILY LEAVE**

Article XVI, Section 5

**Section 5 Family and Medical Leave:** ~~Family Leave allows for up to twelve weeks of unpaid leave during any 12 month period upon birth or adoption of a child. (See also Paternity Leave). Family Leave also allows for up to twelve weeks of unpaid leave during any 12 month period to care for the employee's spouse, son, daughter, or parent, if that family member has a serious health condition. Family leave is generally unpaid, but it may be in combination with authorized paid time and unpaid leave. Additionally, Leave under the Federal Family and Medical Leave Act (FMLA) follows City policy.~~

**CITY PROPOSAL #6: REGULAR HOURLY RATE**

Article XVII, Section 1

**Section 1 Regular Hourly Rate:** A regular hourly rate shall be established for each job classification ~~by dividing the annual salary for that job classification by the average number of hours to be worked in that calendar year.~~ The hourly rate shall be the basis for estimating the biweekly, monthly, and annual rates.

our current Rate  
pay plan Language

June 17, 2015

**CITY PROPOSAL #7: DIRECT DEPOSIT**

Article XVII, Section 2

**Section 2 Pay Periods:** Pay periods shall be established on a bi-weekly basis. Payroll checks shall be issued exclusively by direct deposit on alternate Fridays. Should the pay day fall on a bank holiday, payroll checks shall be ~~made available~~ deposited on the day preceding the holiday. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the average number of hours worked on a bi-weekly pay period. Management shall maintain a record of actual hours worked for accounting purposes as mutually agreed under the supplemental agreement provisions of this contract.

**CITY PROPOSAL #19: SICK LEAVE BUYBACK**

Article XVII, Section 16

**Section 16 Sick Leave Buyback Upon RetirementSeparation:** Accrued sick leave will be bought back at separation and placed into the member's VEBA as follows. Effective on retirements after 1-1-09 forty percent (40%) of 960 hours of accrued sick leave will be placed into the retiring member's VEBA account up to a maximum of 384 hours paid.

<u>Type of Separation</u>	<u>%</u>	<u>Max</u>
<u>Voluntary at 50 years of age + 5 years of service</u>	<u>40%</u>	<u>384 hours</u>
<u>Voluntary other than at age 50 + 5 years of service</u>	<u>25%</u>	<u>240 hours</u>
<u>Involuntary separation</u>	<u>0%</u>	<u>0 hours</u>



**CITY PROPOSAL #8: LIFE INSURANCE**

Article XIX, Section 2

**Section 2 Life Insurance:** ~~Through 2012, each member shall be covered with \$10,000 AD&D life insurance which shall be paid by the City, and all permanent HAZ MAT team members shall receive \$50,000 AD&D life insurance. Beginning in 2013, the City will provide \$50,000 in AD&D life insurance for each Local 29 bargaining unit member, plus an additional \$50,000 benefit for all uniformed Local 29 bargaining unit members for any AD&D loss that is the result of a line of duty accident.~~

Effective January 1, 2016, the City will discontinue the life insurance benefit for both employees and dependents. The City will instead contribute an additional \$12.50/employee to the monthly benefits trust payment, and the benefits trust will be responsible for providing life insurance.

~~A life insurance plan for dependent life insurance shall be at the employee's expense.~~

**CITY PROPOSAL #10: TUITION REIMBURSEMENT**

**Article XXI, Section 5**

**Section 5 Tuition Reimbursement:** Within budgeted amount, the City agrees to reimburse the employee for any approved job related course upon satisfactory completion of the said course. The amount of reimbursement shall be the cost to the member for each credit hour of that approved course; the cost of books, laboratory fees, parking and other related fees shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better. In order to qualify for tuition reimbursement, the course must be approved by the Fire Chief and the Human Resources Director before the course is taken. The tuition for any university level class shall not exceed the tuition paid for a class at Washington State University (semester) or Eastern Washington University (quarter).

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's exception request shall be reviewed for approval by Fire Administration and the Human Resources Department, and such approval shall not be unreasonably denied.

**CITY PROPOSAL #22: EXTRA DUTY**

**Article XXI, New Section**

**Voluntary Extra Duty**

The Department may provide opportunities for extra duty hours in addition to employees' regular shifts. Extra duty opportunities will typically involve providing an EMS presence at private events, such as local sporting events and events at the Spokane Arena. The Department will maintain a list of those employees (who have completed probation) volunteering for extra duty hours, initially ranked by seniority and rotated like the draft list.

Extra duty hours will be compensated at ~~50% of the employee's regular hourly rate~~ at a flat rate of \$25/hour. All hours of regular duty and extra duty will be counted as hours worked for determining whether overtime is owed in each cycle. The employee's overtime rate will be the weighted average of all hours worked in the relevant cycle.

*For all new activities. Does not include  
current activities*

**CITY PROPOSAL #24: EMT LICENSE**  
Article XXI, New Section

**EMT License**

All Local 29 members are required to maintain an EMT license as a minimum qualification for both initial and continued employment. In the event of conflict between this Agreement and any Civil Service classification specification, this Agreement shall control.

June 17, 2015

**CITY PROPOSAL #12: SUPPLEMENTALS**  
Article XXIII

**ARTICLE XXIII - SUPPLEMENTAL AGREEMENTS**

~~This provision shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiable under this section.~~

This Agreement may be amended, provided both parties concur. Supplemental agreements thus completed will be signed by the responsible Union and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions. ~~Supplemental agreements that have been negotiated during the term of an Agreement shall be incorporated into the successor Agreement. All supplemental agreements that have not expired by its own terms as of the effective date of this Agreement shall remain a part of this Agreement and any successor Agreement and subject to all of its provisions. (See Appendix [---]) Going forward, Any supplemental agreement negotiated after the effective date of this Agreement that pre-dates the successor Agreement, and was is not incorporated into the successor Agreement, shall be null and void upon the effective date of the successor Agreement.~~

Local 29 would like to confirm that the intent of the removal of the first sentence is that it is not a broad reopener for cost items in the contract. It is to continue the practice that the two parties have engage in to deal with new duties, other minor changes in cost items, and/or to change allocation of cost items without changing the amounts.

Commented [S1]: I just want to confirm that removing this section allows the City to reopen cost-times, such as wages, medical, etc. Is that the Union's intent?

Commented [DW2]: My thought was it was no big deal. We have done supplementals that effected cost items. Since it is supplementals, they cannot force us to talk or negotiate anything right? We have to be willing to do anything????

Commented [S3]: I added a reference to the Appendix that identifies and includes the MOUs that remain effective as of the date of this Agreement.

We have not done in past  
we see this as going forward.  
We all know now

## **APPENDIX [---]**

The Parties have agreed that all negotiated supplemental agreements that have not expired by its own terms as of the effective date of this Agreement shall remain a part of this Agreement and any successor Agreement and subject to all of its provisions. The list of supplemental agreements that are a part of this Agreement and any successor Agreement includes, but is not limited to, the following:

1. Future Fire Lieutenant Civil Service Testing MOU dated 11-3-14
2. Future Fire Captain Civil Service Testing MOU dated 11-10-14
3. Alternative Response Units, Integrated Medical Services, and Special Investigations Unit Resolution MOU (Grand Compromise MOU) dated 8-24-15
4. Alternative Response Unit Pilot MOU dated 7-30-13 (relevant parts not superseded by other supplemental agreements)
5. Alternative Response Unit Pilot Program Extension MOU dated 4-15-14 (relevant parts not superseded by other supplemental agreements)
6. Automatic Aid MOU dated 5-12-2015
7. Vacation Allowance for Combined Communications Center MOU dated 10-7-13
8. Deputy Fire Marshal Promotion MOU dated 4-27-15
9. Fire Investigator Assignments (Grand Compromise MOU Attachment)
10. SAFER Grant Staffing MOU dated 12-16-14
11. Consolidation of TARP and CPR Programs Supplemental Agreement dated 2-13-25
12. Training Captain MOU dated 4-22-13
13. EMS Division Assignments MOU dated 11-27-13
14. Trade Time MOU dated 4-22-13

Any terms of a supplemental agreement that is in conflict with any provisions of this Agreement or successor Agreement, the provisions in this Agreement shall control and supersede the conflicting term(s) within the supplemental agreement. However, all other terms of the supplemental agreement that are not in conflict with this Agreement or successor Agreement shall remain in full force and effect.



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	12/14/2015
<b>Clerk's File #</b>	OPR 2016-0029
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	COMMUNITY & NEIGHBORHOOD
<b>Contact Name/Phone</b>	ALICIA POWELL 625-6780
<b>Contact E-Mail</b>	APOWELL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0350 CONTRACT WITH NORTHEAST COMMUNITY CENTER ASSOCIATION

**Agenda Wording**

Contract with Northeast Community Center Association

**Summary (Background)**

Operational support for the multi-purpose community center that leases space to a variety of non-profit public service organizations. The Center also provides community meeting space, head start programs and childcare, library services, and a computer lab which is open to the public. It is the desire of the City to provide partial funding to help maintain these services.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 125,904.50	#	0350-57300-74217-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	CHE 1/4/15
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	jmallahan	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	jstapleton	
<b><u>Additional Approvals</u></b>		mhughes	
<b><u>Purchasing</u></b>		mlesesne	
		apowell	

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and NORTHEAST COMMUNITY CENTER ASSOCIATION, a 501(C)(3) non-profit corporation, whose address is 4001 North Cook Street, Spokane, Washington 99207, as "Northeast Community Center".

WHEREAS, the Northeast Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the Northeast Community Center for the purpose of serving the needs of the Northeast Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital - - Now, Therefore,

The parties agree as follows:

1. PERFORMANCE. The Northeast Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, Northeast Community Center may use City funding to meet these needs with prior written approval from the City.

2. COMPENSATION. The City shall pay the Northeast Community Center ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FOUR AND 50/100 DOLLARS (\$125,904.50) from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials and direct client assistance. City funds may be used as match dollars for third party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the Northeast Community Center through donor development, grant writing or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the Northeast Community Center thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the Northeast Community Center will be agreed upon prior to use and shall be billed to the City.



3. PAYMENT. The Northeast Community Center shall send monthly applications of one-twelfth (1/12) of the total Contract to the City's Community and Neighborhood Services Director, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the Northeast Community Center's application.

4. TERM. This Contract shall begin January 1, 2016 and run through December 31, 2016, unless terminated earlier.

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

6. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

7. TAXES. The Northeast Community Center shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.

8. INSURANCE. During the term of the Contract, the Northeast Community Center shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Northeast Community Center's services to be provided under this Contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Northeast Community Center'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. 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 forty five (45) days written notice from the Northeast Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Northeast Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The Northeast Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

10. INTERNAL AUDITING CONTROL. The Northeast Community Center shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

11. REPORTS. The Northeast Community Center shall submit a quarterly report to the City's Community and Neighborhood Services Director which includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter.

12. LIABILITY.

A. The Northeast Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the Northeast Community Center, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the Northeast Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the Northeast Community Center from any expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.



B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

15. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

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

CITY OF SPOKANE

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

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

Attest:

Approved as to form:

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

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

Dated: December 16, 2015

NORTHEAST COMMUNITY CENTER  
ASSOCIATION

Email Address: ffarmice@NECommunityCenter.org

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By: Jean Farmer

Title: Executive Director

15-313



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	12/28/2015
<b>Clerk's File #</b>	OPR 2016-0030
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	COMMUNITY & NEIGHBORHOOD SERVICES
<b>Contact Name/Phone</b>	ALICIA POWELL 625-6780
<b>Contact E-Mail</b>	APOWELL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0350 CONTRACT WITH WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION

**Agenda Wording**

Contract with West Central Development Association

**Summary (Background)**

Operational support for a multi-purpose community center that provides a variety of public services to include children's before and after school programs, recreation activities, and community meeting space. It is the desire of the City to provide a partial funding to help maintain these services.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Expense	\$ 111,939.50	#	0350-57200-74218-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	TRAUTMAN, HEATHER	<b><u>Other</u></b>	CHE 1/4/16
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	JMALLAHAN	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	JSTAPLETON	
<b><u>Additional Approvals</u></b>		MHUGHES	
<b><u>Purchasing</u></b>		MLESESNE	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION, a 501(C)(3) non-profit corporation, whose address is 1603 North Belt Street, Spokane, Washington 99205, as "West Central Community Center".

WHEREAS, the West Central Community Center provides broad-based community services to the local neighborhood and serves as an integral part of the City of Spokane's safety net for our citizens; and

WHEREAS, it is the desire of the City to provide financial support to the West Central Community Center for the purpose of serving the needs of the West Central Community Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital - - Now, Therefore,

The parties agree as follows:

1. PERFORMANCE. The West Central Community Center shall provide services to meet the needs of the Center's surrounding neighborhood in the areas of health care, food security, education, employment, housing, family services and civic capital. In the case that the neighborhood may have unique needs not covered in the aforementioned categories of service, West Central Community Center may use City funding to meet these needs with prior written approval from the City.

2. COMPENSATION. The City shall pay the West Central Community Center ONE HUNDRED ELEVEN THOUSAND NINE HUNDRED THIRTY NINE AND 50/100 DOLLARS (\$111,939.50) from available City funds. Acceptable expenditures may include program administration, building maintenance, program materials and direct client assistance. City funds may be used as match dollars for third party grants that support the services identified under the Performance section of this Contract. City funds may also be used to grow the capacity of the West Central Community Center through donor development, grant writing or any expense that can be demonstrated to increase the sustainability of the Center through increasing Center revenues from non-government sources or reducing Center expenses.

The City reserves the right to revise this amount in any manner in which the City may deem appropriate in order to take into account any future fiscal limitations affecting the City. The City shall give the West Central Community Center thirty (30) days written notice of any revision. The parties agree that this is an annual contract, and by no means a guarantee of future funding. Any additional cost incurred by the West Central Community Center will be agreed upon prior to use and shall be billed to the City.

3. PAYMENT. The West Central Community Center shall send quarterly applications of one-fourth (1/4) of the total Contract to the City's Community and Neighborhood Services Director, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3317. Payment shall be made within thirty (30) days of receipt of the West Central Community Center's application.
4. TERM. This Contract shall begin January 1, 2016 and run through December 31, 2016, unless terminated earlier.
5. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The West Central Community Center agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the West Central Community Center.
6. TERMINATION. Either party may terminate this Contract upon sixty (60) days written notice to the other party.
7. TAXES. The West Central Community Center shall be solely responsible for all taxes levied, assessed, or imposed upon the non-profit corporation and its operation.
8. INSURANCE. During the term of the Contract, the West Central Community Center shall maintain in force at its own expense, the following insurance coverages:
  - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
  - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the West Central Community Center's services to be provided under this Contract;
    - i. Acceptable supplementary Umbrella insurance coverage, combined with the West Central Community Center'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. 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 forty five (45) days written notice from the West Central Community Center or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the West Central Community Center shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The West Central Community Center shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

10. INTERNAL AUDITING CONTROL. The West Central Community Center shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

11. REPORTS. The West Central Community Center shall submit a quarterly report to the City's Community and Neighborhood Services Director which includes, at a minimum, a cover sheet detailing programmatic activities and accomplishments for the past quarter and highlighting upcoming events or milestones for the next quarter.

12. LIABILITY.

A. The West Central Community Center shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the West Central Community Center, its officers, employees and agents in connection with the Contract, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the West Central Community Center solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless the West Central Community Center from any



expenses connected with the defense, settlement, or monetary judgement ensuring from such actions, claims, or proceedings.

B. Each party specifically assumes potential liability for actions brought by its own employees against the other party, and solely for the purposes of this indemnification, each party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.

13. AMENDMENT. This Contract may be amended at any time by mutual written agreement.

14. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

15. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

16. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

17. ENTIRE AGREEMENT. This written Contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

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

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

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

CITY OF SPOKANE

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

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

Attest:

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

Approved as to form:

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

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

WEST CENTRAL COMMUNITY  
DEVELOPMENT ASSOCIATION

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

\_\_\_\_\_

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

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

15-319a

# **COMMUNITY, HEALTH, & ENVIRONMENT BRIEFING PAPER**

City of Spokane  
Community & Neighborhood Services  
**Monday, January 04, 2016**

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## **Subject**

Annual operation contracts with for Community Centers.

## **Background**

Community Centers provide a central component to the City's safety-net. Through collocating services that are responsive to neighborhood needs, the cost of providing these services is reduced and accessing services is made easier for our citizens in need.

City funding for community centers provides a flexible funding source that can be leveraged for investment of third party grants and protects the City's investment in community center infrastructure.

Funding for each center has been maintained at 2015 levels, 2014 & 2015 funding levels have been provided for context.

<b>Community Center</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
*East Central Community Center	\$350,992.50	\$374,446.00	\$374,446.00
North East Community Center	\$125,904.50	\$125,904.50	\$125,904.50
Southwest Community Center	\$37,100.50	\$37,400.50	\$37,100.50
West Central Community Center	\$111,939.50	\$111,939.50	\$111,939.50
*ECCC figures have been provided for context; however, the operations contract for ECCC was adopted in December of 2014.			

## **Action**

Approve 2016 operations contracts for North East Community Center, Southwest Community Center and West Central Community Center.

## **Funding**

\$274,944.50 funding excluding ECCC contract (\$649,390.50 including ECCC).



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/11/2016
<b>Clerk's File #</b>	OPR 2016-0031
<b>Renews #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MEGAN DUVALL 625-6543	<b>Project #</b>	
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0780-VINTHER & NELSON HARDWARE BUILDING - 706 N MONROE ST		

**Agenda Wording**

Recommendations to list the Vinther & Nelson Hardware Building, 706 North Monroe Street, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Vinther & Nelson Hardware Building has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	fperkins@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	mduvall@spokanecity.org	
<b><u>Additional Approvals</u></b>		evance@spokanecity.org	
<b><u>Purchasing</u></b>			

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Vinther & Nelson Hardware Building – 706 N. Monroe**

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Built in 1905, the **Vinther & Nelson Hardware 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).**

- Built in 1905, the **Vinther & Nelson Hardware Building** is eligible for listing on the Spokane Register of Historic Places under Categories A and C. The period of significance for the property is defined as 1905-1963 – spanning the period from the building's construction to the closing of the hardware business in 1963 under the original owners' sons ownership. The Vinther and Nelson Hardware Building is eligible for placement on the Spokane Register of Historic Places under Category A for its contributions to the economy of the Spokane area, especially as it developed on the north side of the Spokane River, leading the way for expanded opportunities for growth made possible by new bridges and the street railroad system.
- Despite its deteriorated and altered appearance, this building is also eligible for listing on the Spokane Register of Historic Places under Category C, for architecture. Some design elements remain; others will be restored, and jarring modern alterations, such as the triangular windows and shed roof canopy of the front, will be removed. More importantly, the building is a key component of an intact historic street scene along several blocks of N. Monroe.

**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."**

- Although the building is currently in degraded condition (although undergoing rehabilitation towards an historically appropriate façade), it retains all five aspects of integrity in original location, original design, (some) original materials, (some) original workmanship, and original association.
- A property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique. A property that has lost some historic materials or details can be eligible *if* it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation.
- A property significant under Category C must retain those physical features that characterize the type, period, or method of construction that the property represents. Retention of design, workmanship, and materials will usually be more important than location, setting, 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 **Vinther & Nelson Hardware Building** according to the appropriate criteria at a public hearing on 12/16/15 and recommends that the **Vinther & Nelson Hardware Building** be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:  
POSTS ADD RES&EXT S20FT OF W100FT OF L10;N1/2 L11 B12

Parcel Number 35183.1410, is governed by a Management Agreement between the City of Spokane and the Owner(s), TEC Investments, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_ I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

\_\_\_\_\_

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

Historic Preservation Officer



Dated: 1/7/16

City Clerk No. \_\_\_\_\_

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this 16<sup>th</sup> day of December, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **TEC Investments** (hereinafter "Owner(s)"), the owner of the property located at **706 N. Monroe Street** commonly known as the **Vinther and Nelson Hardware Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.



3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

  
Owner

Owner

CITY OF SPOKANE

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

ATTEST:

  
City Clerk

Approved as to form:

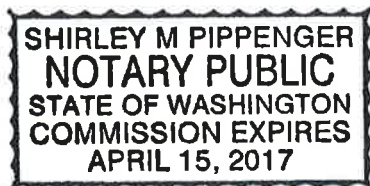
\_\_\_\_\_  
Assistant City Attorney

STATE OF WASHINGTON       )  
  ) ss  
County of Spokane        )

On this 16th day of December, 2015, before me, the undersigned,  
a Notary Public in and for the State of Washington, personally appeared

Elizabeth Nelson, to me known to be the  
individual(s) described in and who executed the within and foregoing  
instrument, and acknowledged that she (he/she/they) signed the same as  
her (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  
16th day of December, 2015.



Shirley M. Pippenger  
Notary Public in and for the State  
of Washington, residing at Spokane

04/15/2017  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss.  
County of Spokane        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
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: Vinther and Nelson Hardware Building  
And/Or Common Name: The Hub

## 2. Location

Street & Number: 706 N. Monroe Street  
City, State, Zip Code: Spokane, WA 99201  
Parcel Number: 35183.1410

## 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 type="checkbox"/> both	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure			<input 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: TEC Investments  
Street & Number: 8909 N. Mountain View Lane  
City, State, Zip Code: Spokane, WA 99218  
Telephone Number/E-mail: 509-981-2006 (Liz Nelson); eahnelson@comcast.net

## 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: HPI form  
Date:  
Depository for Survey Records:

☐ Federal ☒ State ☐ County ☐ Local  
Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

#### Condition

- ☐ excellent
- ☐ good
- ☐ fair
- ☒ deteriorated
- ☐ ruins
- ☐ unexposed

#### Check One

- ☐ unaltered
- ☒ altered

#### Check One

- ☒ original site
- ☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places criteria: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: <1  
Verbal Boundary Description: Post's Addition, Res & Ext S20FT of L10; N1/2 L 11 B 12  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

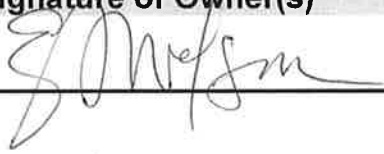
## 11. Form Prepared By

Name and Title: Stephen Emerson, Director  
Organization: Archisto Enterprises  
Street, City, State, Zip Code: W. 212 Dawn Avenue, Spokane WA 99218  
Telephone Number: 509-466-8654  
E-mail Address: semerson@ewu.edu  
Date Final Nomination Heard:

## 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: November 18, 2015

Date of Landmarks Commission hearing: December 16, 2015

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

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

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**



**Megan Duvall**

**City/County Historic Preservation Officer**

City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

December 17, 2015

**Date**

Attest:

Approved as to form:

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

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



### SUMMARY STATEMENT

Built in 1905, the Vinther and Nelson Hardware Building, located at 706 N. Monroe Street, was designed by Isaac Galbraith, an architect who practiced in Spokane in the first decade of the 20th Century. It is a good, although deteriorated, example of the brick commercial style that became the dominant architectural idiom in early urban America, especially after fire had ravaged many wood frame structures. Like many of the earliest of such buildings, it is a load-bearing structure, meaning that it stands alone, with the brick supporting its own weight; later buildings employed an interior superstructure to which the cladding was attached. Common early commercial style elements present in this building include brick arches, sills, and lintels, as well as the flat roof with parapets. Basalt foundations were especially popular in early Spokane due to the massive lava beds that underlie much of the interior Northwest. Although portions of the front façade of the building have been altered, some distinctive historic features remain, especially in the upper level.

### DESCRIPTION OF PROPERTY

The Vinther and Nelson Hardware Building is a load-bearing brick structure with a rectangular plan. Although the windows of the front (west) and rear elevations indicate three levels of windows, the interior contains only two floors. The lower floor has a high ceiling, while the upper floor is of more normal height. In the Sanborn Fire Insurance maps, the upper level is called an Intermediate Floor. The foundation is basalt stone. The roof is covered with built-up water proof material and has a parapet that steps toward the rear.

As noted above, the fenestration of the front façade is divided into three distinct levels. The lower level consists of three panels of brick cladding and truncated triangular openings. This level has a steeply-pitched, shed roof canopy with randomly placed, rusticated wood shingles. At the second level are four large window openings that have been covered for years and currently contain no glass. The uppermost level of the front is the most ornamental component of the building, with triangles serving as the basis of the

overall design. The larger triangle is outlined by basalt masonry, reaching to the apex where a pointed finial is attached. The upper portion of this triangle is stabilized from behind by a masonry support, creating a false front effect. The apex is defined by another triangle, again outlined by basalt masonry. Inside this triangle is an ornamental bas relief of either plaster or terra cotta in a scroll-like floral motif. At the center of the primary triangle are two round arched windows, currently missing glass, with basalt masonry sills. Above each window is a half-circle of basalt masonry containing radiating bricks. To either side of the main triangle, squaring out the top of the façade, are two smaller triangles containing more bas relief ornamentation, this time in a starburst design. The entire front façade is defined by brick pilasters to either side, each with a round finial at the top. These pilasters are intermittently striated with basalt masonry blocks.

The rear (east) elevation incorporates three levels, like the front. The upper level is composed of two window openings with brick segmental arches and brick header sills. The central opening also has a brick segmental arch above it, but lacks a sill. It is taller than the flanking window openings and may have been modified to serve as the door accessing a former fire escape. The central level of the rear contains three identical window openings with brick segmental arches and header brick sills. The lower level contains openings for flanking windows and a central door, all with brick segmental arches. The central door and the window to its left have been bricked in. The window to the right of the former entry has been bricked in, but later it was reopened and given a brick round arch. The original segmental arch remains above it. Ads painted on the brick above the upper and second level windows read "Vinther and Nelson" and "Hardware."

The south elevation is partially obscured, abutting against the adjacent Holmes Block. An ad painted on the brick reads: "Floor Covering, Housewares, Sporting Goods, Toys, Gifts." The rest of the wall is unadorned brick. The north elevation is also a blank wall except for recently created rectangular openings with metal support bars above them. A modern mural is painted onto the upper right corner. This wall was long partially obscured by an adjacent building that has been removed.

Currently, the interior of the Vinther and Nelson Hardware Building is mostly a shell and undergoing renovation. Stairs to the basement have been removed and the floor is bare dirt. The floor of the main level is wood. As a load-bearing brick building, there is no interior framework, only the brick walls, with several pilasters, some of which contain chimneys. The floor of the intermediate level above has been removed. Some original floor joists remain; others have been replaced with new joists. Two openings in the floor are directly below openings to the roof that once contained skylights. To summarize, the interior of the building is a tabula rasa, a blank slate with which to design and build new interior spaces.

#### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Vinther and Nelson Hardware Building has undergone extensive rehabilitations over the years, especially since the store was closed in the 1960s. This is the result of the subsequent revolving-door nature of multiple occupations. The street level of the front façade, originally consisting of display windows, a recessed entry, and awnings, has been completely replaced with the current odd truncated triangle appearance. The upper level, until recently, was covered with wall board for decades. The upper level, however, is nearly intact. The mostly blank and partially obscured wall of the south elevation retains its historic painted ad. The north elevation has had past openings bricked in and new ones created, but no windows and no doors. The rear elevation is partially intact, with all of the original fenestration, or at least remnants of it, still visible. The lower level openings have been bricked in, with the current rear entry being re-opened and a new arch built. As noted above, the interior is a shell, ready for renovation.

## HISTORIC CONTEXT

The origins of Spokane can be traced to two ambitious settlers named J.J. Downing and S.R. Scranton, who arrived in the vicinity in the early 1870s. Recognizing the energy potential of the powerful falls of the Spokane River, they built a saw mill near a channel of the river west of Havermale Island. In 1874 they sold their holdings to a partnership that included James N. Glover, who would in time be hailed as the "Father of Spokane." Glover profited from the mill and other enterprises, as did other early entrepreneurs such as Fredrick Post, who built the first flourmill, A.M. Cannon, who started the first bank in town, J.J. Browne, who helped develop a new residential neighborhood west of downtown, and Francis Cook, who printed the first local newspaper in Spokane Falls. The "Falls" part of the name was later dropped. Another important early resident was Henry T. Cowley. Using logs from Glover's mill, he and carpenter William Pool, built the first school in town, an enterprise that eventually led to the establishment of elementary and high school education in the area.

The town grew rapidly during the 1880s, reaching a population of 2,000 by 1886. Prosperous businesses were amassing bank capital, attracting more investments and commercial enterprise. The construction of railroads through the area turned Spokane into a transportation and commerce hub. The Northern Pacific was the first intercontinental railroad to pass through Spokane, followed by the Great Northern, the Union Pacific and, later the Chicago, Milwaukee, and St. Paul. Smaller rail lines that connected with Spokane included the Spokane and Palouse, which built into the rich wheat fields to the south; the Spokane Falls and Idaho, which reached toward Coeur d'Alene Lake and the nearby mining districts; and the Spokane Falls and Northern, which connected with Colville and Canada to the north. All of these lines brought further wealth into Spokane, spurring growth of both the economy and the population. Historian N.W. Durham reports that by 1889:

The banks of the city had risen in number from two to ten, the capital had grown to nearly \$1,000,000, with deposits of over \$2,000,000. Mercantile transactions

had swelled in proportion, the material results of the country had been developed, the manufacture of lumber had grown till the output of the mills was valued at \$150,000 per month. The flour mills had been enlarged and new ones built till the manufacture was 300 barrels a day. The manufacture of brick, the production of lime and quarrying of the beautiful gray granite of the country, had taken up large capital. Scores of fine business buildings had been built and occupied. Beautiful residences crowned the hills and points of vantage, where the owners could look out upon the permanent character of their work, and view with pride the thousands of happy homes around them, for in this brief period, the city had grown in population to nearly twenty thousand souls.

Into this scene of bustling prosperity, the threat of fire was occasionally interjected. The danger was great because the majority of structures within the rapidly growing community were built of wood, the cheapest and most easily acquired building material. Several early conflagrations had prompted the establishment of a volunteer fire department in 1884, but neither the volunteers nor the inadequate water supply system could stop flames that raced through downtown on August 4, 1889. As illustrated in a map produced by R.B. Hyslop, between the Northern Pacific tracks to the south and the Spokane River to the north, the fire cut a swath through the center of the main business district. In all, about 300 buildings were destroyed, only about thirty of which were brick or stone. The community rebounded quickly, conducting business on the streets from tents for a time. Several lessons were learned; a professional fire department was created and builders determined that future construction in downtown Spokane would be of masonry - brick, stone and, later, glazed terra cotta.

Among the first to suffer from the Panic of 1893 in Spokane was pioneer A.M. Cannon, who had overextended his investments, some of which subsequently failed. When he was denied funding from local banks to recoup, the bank that Cannon had founded, the Bank of Spokane Falls, closed its doors on June 5, 1893, insolvent. Within just days, a chain reaction of panic closed other major banks and people's savings were snuffed out. Before

things leveled out, many formerly rich men had lost their fortunes. But by 1896, the economy was well on its way to recovering. In that year, N.W. Durham wrote: "Spokane stands on the threshold of a new career. It is not a boast to say that the outlook, as we stand in the dawn of a new year, is better than ever for further progress and substantial development. With the planning here of national government interests, the establishment of new productive industries, and the rapid growth of mining interests, Spokane's future is assured."

During the first decade of the Twentieth Century, Spokane underwent a spate of growth unprecedented before or since. The population explosion was largely fueled by great numbers of blue collar workers who found employment in the climate of burgeoning industries and service businesses. This led to a boom in Single Room Occupancy hotels. These, along with new financial, civic, and medical facilities, led to the rapid expansion of the central business district.

Urban development on the north side of the Spokane River was the product of two things: bridges and street railways. They opened avenues of transportation northward from the city center. Author Jeff Creighton discusses the early history of bridges across the Spokane River:

Between 1889 and 1896, a total of six bridges were built, only to be washed away by floodwaters, some within months of their completion. The lack of money, materials, and construction techniques added up to continuous problems with sound construction practices. Serious bridge building yielded a standard of construction on par with most major cities in the country. This watershed period began in 1907. After numerous problems with washouts and structural failures, the citizens of Spokane demanded solid, well-constructed bridges. Initially, steel replaced wood and, later, concrete dominated all bridge building within the city.



The Monroe Street Bridge is apt example of this pattern. The first bridge at the location, completed in 1889, was a wood trestle affair. It was built primarily to handle horse and wagon traffic. Early photos portray the bridge being dashed by heavy current downstream from the falls during periods of heavy runoff. The wooden structure was closed at least once after being damaged by fire. And it was inadequate to support the street cars that were becoming heavily used.

The Spokane Street Railway Company began running electrically powered rail cars in 1888. North Monroe was a major route, but when southbound traffic reached the Monroe Street Bridge, rails diverted it to the nearby and safer Post Street Bridge. Due to this inadequacy, the wood bridge was torn down in 1891, and replaced with a steel cantilever structure, which could handle the street railway traffic. The same year, the Washington Water Power Company began buying shares of the various street railway companies. By 1889, they had a near monopoly of the business. One of the major routes was the North Monroe-Cannon Hill, which serviced the Monroe Street commercial district and the residential South Hill. But as the network grew and expanded, resulting in the use of larger cars and the introduction of double-tracking, the steel Monroe Street Bridge was again deemed inadequate and street car traffic across it again ceased. It was not until a concrete arch bridge was built in 1911 that the problems were solved and street railway traffic resumed.

The improvements made to the bridges and the street railway network gradually transformed North Monroe from a street of wood frame saloons and lumber yards, to a thriving business district. More elaborate buildings went up and by 1920 Monroe Street was the largest urban commercial core north of the Spokane River. Into this thriving environment, two young men arrived from Denmark. They were cousins Samuel Vinther and Nels Nelson. Both appear to have begun their careers as common laborers for the railroads. Vinther and Nelson began their business partnership together in 1892 when the two came to Spokane and operated a baggage transfer line with "one wagon and a pair of

brass checks". After a few months, they pulled together a nest egg, and opened a new and used furniture store on the west side of Monroe.

The new and second hand store conducted by Messrs. Vinther and Nelson at 607 and 609 Monroe street, was established four years ago [article from 1896] and has attained much popularity. The premises occupied are spacious and well arranged for the accommodation of the stock carried. The assortment includes crockery, hardware, furniture and every description of second hand goods of all kinds. Second hand goods of all kinds are purchased, the best prices being paid for the same. This firm is composed of Messrs. S.H. Vinther and N.M. Nelson. Both are young men. They have by good management built up a large business and fully merit their success.

Both men, it seems, lived at the business. By 1903, they had move to more permanent quarters on Broadway Avenue, next door to each other. Their joint business venture must have prospered, allowing them to contract for a new and substantial building at the 706 N. Monroe Street address.

Erected in 1905, the Vinther and Nelson Building was designed by Isaac J. Galbraith, a Pennsylvania native, born in 1859, who attended Wesleyan University before taking an apprenticeship position with a prominent Pittsburg architect. In 1887, he moved to Montana for health reasons, where he designed the building erected to represent the state at the 1893 World's Fair in Chicago. Five years later he relocated to Spokane and hung out his shingle as an architect in 1902, forming short partnerships, but mostly working independently. Although practically forgotten in Spokane, N. W. Durham, an earlier chronicler of local history had this to say about him:

Spokane stands high among the cities of the west in the appearance of its streets and buildings. Although its growth has been almost phenomenal, at the same time its builders have taken time to consider the effect of their operations. Its buildings



are both substantial and adequate and reflect due credit upon the architects, the contractors and the promoters of the city. Among its finer class of buildings are the First Methodist Episcopal church, the Corbet building and the Gandy building, all of which have been erected by the firm of Galbraith & Telander, whose offices are in the Empire State building and of which Isaac J. Galbraith is the senior member.

Mr. Galbraith also designed the Commercial Block (1906), the Holmes Block (1904) the Roberts-Lingston House (1904), the Sarsfield Farmhouse (1905), and the Julius Dutton House (1906). By 1910, Galbraith had retired from architecture to enter the contracting business with John Telander. Their most important project was the County Infirmary in Spangle. Galbraith seems to have left Spokane in about 1915.

Samuel and Nels rapidly expanded their store's inventory, increasing their personal income. They were able to both get married in the same year, 1913, Vinther to Magdeline and Nels to Kamma – the brides were sisters. The same year, they were listed as officers of the Vinther and Nelson Hardware Company, Vinther as president and Nelson as secretary treasurer. The 1915 Polk City Directory contains this ad: "Vinther and Nelson Co. Inc. Hardware, Furniture, Crockery, Paints, Oils, Glass and All Kinds of Household Goods." In 1926, they added Glidden Paints and Varnish to their in-store stock.

By 1932, Samuel and Kamma's son Alvin was working for the hardware store as a salesman. Nels and Magdeline's son Ernest would join Alvin as a salesman for the store in 1940. By then, Samuel Vinther has relocated his family to a comfortable home on the South Hill, moving up in the world, while the Nelson's remained on the North Side. Nels Nelson passed away in 1943. Samuel Vinther and Nels' widow Kamma became co-owners of the business the same year. But by 1949, the sons, Alvin and Ernest, had taken over ownership of the business, retaining the name "Vinther and Nelson Hardware Company." But the business seems to have gone into a decline; in 1950 the Vinthers moved back to the North Side. Samuel Vinther stayed on as a salesman for the hardware

store, but by 1952, he was dead, leaving the sons in sole control. In 1952, as co-owners, they ran this ad: "Hardware, Paints, Electrical Appliances, Sporting Goods, Builders Hardware." In 1959, like their parents, the partners got married in the same year, Alvin Vinther to Marion, Ernest Nelson to Josephine. For whatever reason, the partners seem to have grown apart. Alvin began selling insurance for the Reliance National Insurance Company. The name of the store became "Ernie Nelson Hardware." By 1963, the hardware store was out of business.

The building became host to a long succession of enterprises. During the mid-1960s it was occupied by Towne Equipment Company, selling wholesale industrial supplies. By 1969, however, the building was vacant for the first time. The next year it was re-occupied by something called the Red Feather Recreation Hall. In another year, the Tri-State Vending Machine Company had moved in. In 1974, the building was vacant once again. Beginning in the following year, a beauty shop, Status West, began a relatively long run in the building. The owner sub-divided the building into smaller spaces, which were leased to other small businesses. Among them were Jerry McGougan Investigations, Inland Empire Timber Management, and All-Out Bail Bond. Several apartments were rented out as well. One of them was occupied by then building owner Hector Berroteran. For a few years in the early 1990s, Espresso Delizioso Café joined Status West as a primary occupant. Beginning in 2001, that space was occupied by the Mercury Cafeteria, which by 2006 had become the Merq Café and Liquid Lounge. Status West was last listed in 2001. By 2009, the building was vacant again. More recently, it was occupied by The Hop, an all-ages music venue. It has now remained vacant for several years.

#### ELIGIBILITY STATEMENT

The Vinther and Nelson Hardware Building is eligible for placement on the Spokane Register of Historic Places under Category A for its contributions to the economy of the Spokane area, especially as it developed on the north side of the Spokane River, leading the way for expanded opportunities for growth made possible by new bridges and the street railroad system. The story of two humble immigrants making a go at it, and finding

financial success in an environment of bustling commercial activity, surviving even the major mid-century economic downturns, is riveting. The tale of Samuel Vinther and Nels Nelson is a *leitmotif* of the story of early Spokane.

Despite its deteriorated and altered appearance, this building is also eligible for listing on the Spokane Register of Historic Places under Category C, for architecture. As noted above, some design elements remain; others will be restored, and jarring modern alterations, such as the triangular windows and shed roof canopy of the front, will be removed. Planned restoration efforts also include the second, or mezzanine, level storefront, which was previously covered by wall board for many years. One of the most remarkable features of the building, as revealed in historic photographs, was the presence of floor to ceiling display windows, not just at the street level, but on the next level up. This was a departure from the usual scheme of the street level storefront topped by rows of windows that often lighted offices and SRO hotel rooms. Fortunately, when the wall board was removed, the window openings were found to be intact. Planned renovations will restore the building's original glass façade.

More importantly, the building is a key component of an intact historic street scene along several blocks of N. Monroe. Some buildings have already been removed, leaving gaps in what could arguably be determined a historic district. The gap to the north of the Vinther and Nelson Hardware building was the location of a former historic commercial building. This lot will be developed as a courtyard, preventing its being supplanted by modern infill. The preservation of this building is not just about the individual structure, but also about one of the last blocks of intact commercial buildings left in Spokane.

BIBLIOGRAPHY

Creighton, Jeff

2013 *Bridges of Spokane*. Arcadia Publishing, Charleston.

Durham, N.W.

1912 *History of the City of Spokane and Spokane Country, Washington*. S.J. Clarke Publishing Company: Spokane-Chicago-Philadelphia.

Emerson, Stephen

1994 *An Inventory and Evaluation of Cultural Resources in the Proposed Lincoln Street Bridge Project Area, Spokane, Washington*. Short Report 430. Archaeological and Historical Services, Eastern Washington University, Cheney.

2008 *An Historic Property Inventory of Selected Properties Within the Cannon Hill Park Addition, Spokane County, WA 2008*. Survey Project Report, submitted to the Spokane City/County Historic Preservation Office.

Houser, Michael

2012 Isaac J. Galbraith. Architect biography, Washington Department of Archaeology and Historic Preservation, Olympia.

Hyslop, Robert B.

1983 *Spokane Building Blocks*. Standard Blue Print Company, Spokane.

Mutschler, Charles V., Clyde L. Parent, and Wilmer H. Siegert

1987 *Spokane's Street Railways: An Illustrated History*. Inland Empire Railway Historical Society, Spokane.

R.L. Polk and Co.

Various years Polk City Directories for the City of Spokane.

Sanborn Fire Insurance Company

1950 Sanborn Fire Insurance Maps, City of Spokane

The Spokane Chronicle

1940 *Partners for Fifty Years: N. M. Nelson and S.H. Vinther Have Run  
Hardware Store for Five Decades. (2/19/1940)*

1896 *Vinther & Nelson. (1/27/1896)*



VNH-1 Historic photograph of the front (west) façade, ca. 1905. Photograph by T.W. Tolman, courtesy of the Eastern Washington Historical Society. Note the tools and toys on display.



SCB-2 Historic photograph of North Monroe Street, ca. 1930. Photograph by T.W. Tolman, Courtesy of the Eastern Washington Historical Society. Ricardo Building in center foreground. Note the Vinther and Nelson Hardware Building to the right, with the triangular false front.





VNH-3 West (front) façade, view to the east.



VNH-4 West (front) façade, view to the southeast.





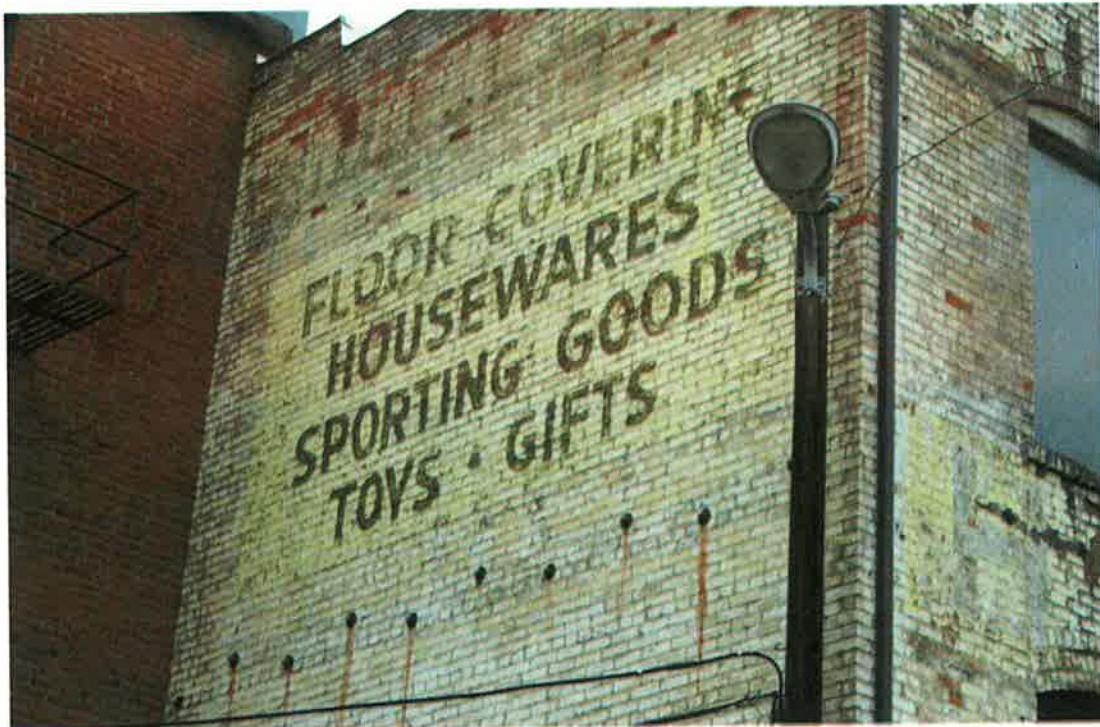
VNH-5 West (front) façade, upper level, view to the east.



VNH-6 West (front) façade, lower level, view to the east.



VNH-7 East (rear) and south facades, view to the northwest.



VNH-8 South elevation ad, view to the northwest.





VNH-9 East elevation arches, old above and recent below, view to the northwest.



VNH-10 Floor joists, old, view to the west.



VNH-11 Floor joists, new, view to the east.



VNH-12 Interior space, view to the northeast.



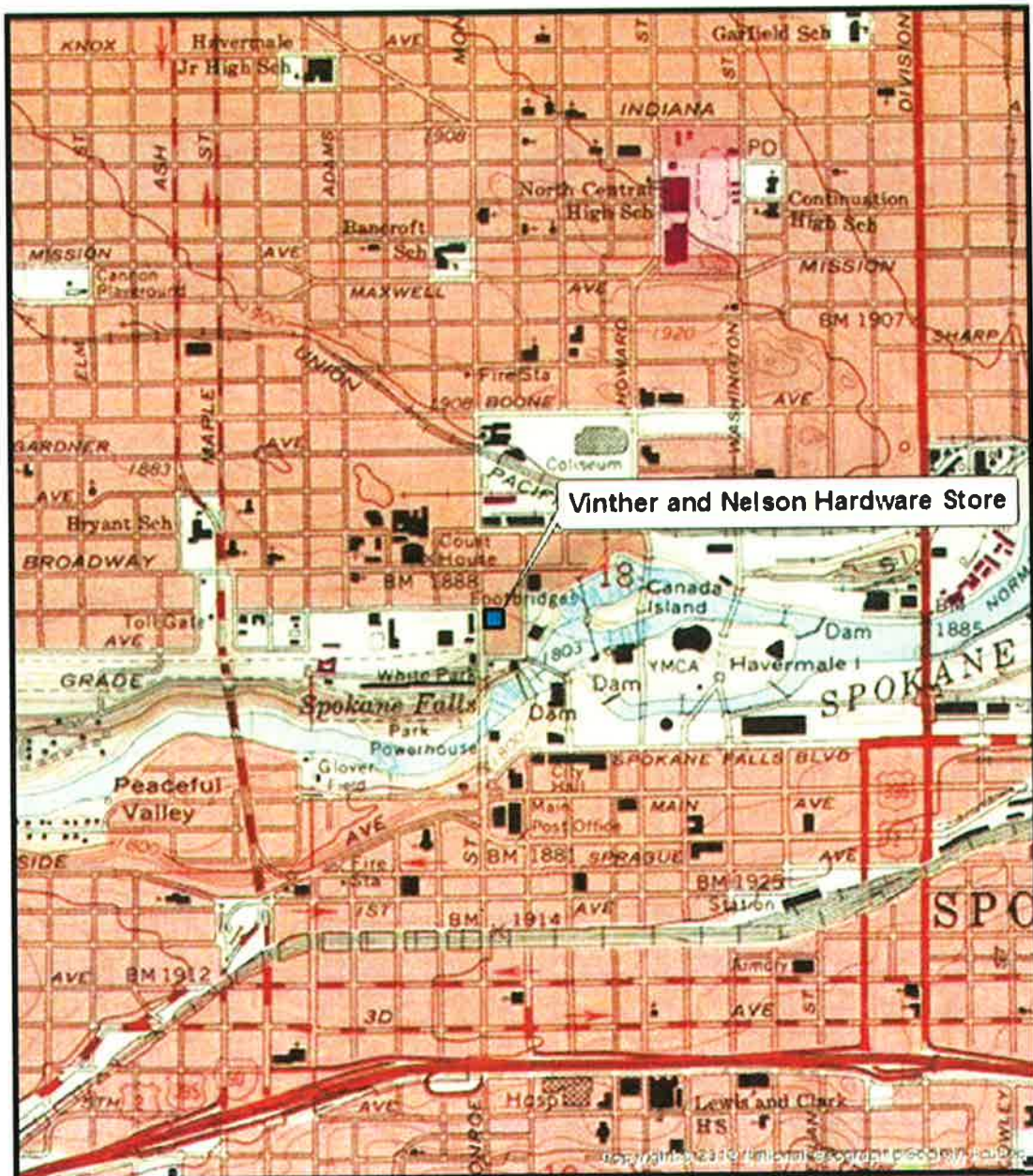


VNH-13 Interior, chimney pilaster, view to the south.



VNH-14 Imprint left by stair removal, view to the northeast.





*Vinther and Nelson Hardware Building, N. 706 Monroe Street.*

## VINTHER-NELSON MARK ANNIVERSARY

The Vinther-Nelson company will celebrate its 48th anniversary as a North Side furniture and hardware concern March 15.

"In the years we have been in business we have seen some important changes made in the styles of homes and home furnishings," said S. H. Vinther. "One of the most notable of these is the change to better hardware. Home owners now are paying as much as three times the price of the old fixtures for the beauty and durability given by the new ones.

"Another important development is the use of synthetic bases for paints and enamels which give a better surface at a much higher drying speed," he said.

*Spokane Daily Chronicle, March 10, 1939*

## HARDWARE MAN TAKEN BY DEATH

N. M. Nelson, a Spokane pioneer who for a half-century had been in the hardware business, died this morning at the family home, W2823 Kiernan.

He had been ill for some time, but death came suddenly. Members of the family were with him at the end.

With S. H. Vinther, his partner for 50 years, Mr. Nelson came to Spokane in 1889. Three years later the two young men founded their first hardware store at N607-609 Monroe. Later the business was moved to N706 Monroe, its present location. Through the decades, the Vinther & Nelson Hardware store became widely known in Spokane and the Inland Empire.

The death of Mr. Nelson separates a partnership and a deep and lasting friendship. The two partners married sisters.

The elder sons of the two partners, Ernest Nelson and Alvin Vinther, have been associated with the business for many years and will carry on the store under the family name, it was said.

Surviving Mr. Nelson are his wife; two sons, Ernest and Miles, and two daughters, Helen and Stella. The body is at the Hazen & Jaeger funeral home.

*Spokane Daily Chronicle, March 9, 1942*

## Vinther Tells Jury of Storing Paper

A. C. Vinther, partner in the Vinther and Nelson Hardware company, N706 Monroe, returned to the stand today in what may be the final day of the company's \$46,000 suit against two insurance companies.

Attorneys indicated the case may go to the jury in Judge Raymond F. Kelly's court late today.

The defendants, Northwest Mutual Fire Insurance association and the Indiana Lumbermen's Mutual Fire Insurance company, contend that the fire which destroyed most of the interior of the store January 4 was set deliberately.

### He Placed Paper

Vinther said that he had placed the shredded paper, which the defense contends was the source of the fire, under the store's basement stairway some time before the fire.

It was contained in two cardboard boxes, and the flaps were closed securely.

The paper, he said, was packing from wedding gifts which his daughter had received the month before. His wife had asked him to save the packing, he said, which first was stored in his home basement.

Thinking it a possible fire hazard, he boxed it, he said. He took the two boxes to the store, intending to burn the contents in the store incinerator, he said, but his wife again asked him to save the packing, and he complied with her

request, leaving it in the two boxes in the basement.

He was so stunned by the fire, he said, that, in his excitement, he didn't remember the paper incident when firemen asked him to identify a pile of burned material under the stairway, and he said that he told them he didn't know.

Later, he said, he remembered the packing, and realized that the charred material was its burned remains.

Under cross-examination by defense attorneys Del Cary Smith and Del Cary Smith Jr., Vinther admitted that he had told firemen that he had a feeling January 4 that someone else was in the store at about the time he opened it in the morning.

He said, however, that if there had been someone, he "very probably" would have been detected during the day.

In response to a question, he said that he knows of no enemies, either of himself or of his partner and cousin, Ernest M. Nelson, who would set fire to their store.

Mrs. Vinther, called by plaintiff's attorneys, R. Max Etter and Hugh Dressel, said that she went out to their truck near the store's rear loading platform while her husband went back in to lock up the store shortly before the fire.

There was nothing unusual about his manner or appearance when he returned, she said, and she detected no gasoline fumes. When they arrived home, she said, their daughter ran out of the house to

tell them that the store was on fire.

She got out of the truck, she said, and Vinther turned around and hurried back to the fire.

She knew that he had taken the boxed paper packing to the store previously, she said.

Edward C. Bergman, W503 Twenty-first, president of Citizens Savings and Loan society, testified Vinther had called him the day of the fire to make application for a \$7500 loan on his house.

The loan probably would have been approved if Vinther had followed up with a written application, he said. The house was appraised by the society on the basis of the oral application, he said.

## C. V. MAGUIRE, PIONEER, DIES

(See other obituaries, page 17)

Charles V. Maguire, 77, W418 Cleveland, an Inland Empire resident for 76 years and a Spokane resident for 48 years, died today in a Spokane hospital.

Funeral services tentatively are planned for Thursday morning in Colfax with burial there. Rosary services will be held Wednesday night at Hennessey's.

Born in Baltimore, Mr. Maguire was brought to Whitman county in 1879, when only one year old, by his parents, the late Mr. and Mrs. Solomon Maguire, who homesteaded in Whitman county near Colfax.

He was associated with New



is newspaper » Browse all newspapers »



Lisa Sisson pores over historical family photos on Sunday with her daughter Margaret Sisson at the 100-year reunion of the Vinther and Nelson families on Priest Lake's Eight Mile Island.

## History revived

Families gather at Eight Mile Island for 100-year reunion

By Winston Ross  
 Staff writer

**PRIEST LAKE** — Every year, the same thing happens.

The green hallway of trees along state Highway 37 bleeds brightly, few of angle, mustard yellow. The ground turns red and wet. People move and grow, things live and die.

And through the past 100 of these years, a steadfast cabin on Eight Mile Island has remained. In its longevity, the cabin is as spectacular as the families it has tied together for 100 years: the Vinthers and the Nelsons.

On Sunday, 100 distant and nuclear relatives of Samuel Vinther and Nels Nelson gathered at the historic spot to celebrate the centennial.

"It makes no cry," said Jane (Vinther) Bech-Erik, 90, Vinther's daughter. "I cried all day long."



A group of Prohibition-era "medicinal groves" is among the relics housed in the museum room at the family's cabin.

To look around, the reunion seemed like any other. Relatives gathered in groups of three or four, talking or gossiping over hours about their aunts and uncles and brothers and sisters.

Others told stories, the same tall tales they've been spreading all of their lives, of childhood misadventures, adventures, and loves.

The family dogs ran from group to group, peeing, exuberant at the unbelievable number of shots to sniff. The kids were the same way, filled with a boundless, unending energy of life.

Teenagers stuck off into the woods to park, to do (not so) well, and to get down off their heads with their hands in their pockets.

Cameras were the most important prop, and perhaps for the cinema with which Jim Bech, a Vinther

Continued on B2

SEPTEMBER 4, 2000 P380 A9

### Region

## Reunion: Cabin was built for use in mining operation

Continued from A7

grandson, invited upon blasting blanks at wooden boats.

Cameras have helped keep this stream of relationships together for so many decades. Photo albums lined a table on the porch of the cabin that's now a museum.

Its caretaker is Stan Vinther, and he can't restrain himself from giving people the grand tour.

The cabin was built in 1897, for use in mining the Deer Trail Lode. It was sold shortly afterward to a homesteader, who cleared much of the landscape to raise livestock.

Samuel Vinther and Nels Nelson, two cousins and partners in the hardware business, bought the cabin in 1900.

But because politics kept a mining claim from going through, Vinther and Nelson had to forgo their ownership for a special use permit, granted by the U.S. Forest Service in



Sam Vinther/The local history review

The outhouse graffiti of the Vinther and Nelson cabin documents some of the family history of the historical property.

1909.

"It's kind of a semi-private, private place," Bech explained.

"When the state of Idaho found out about this, they were excited. This is the oldest

building on Priest Lake."

For the next several decades, the Vinther and Nelson families spent memorable summers on what would be renamed Eight Mile Island.

"We used to come here as kids," remembered Stan Vinther, 91, Samuel Vinther's son. "Folks took a train to Priest River, then a horse-drawn stage to the halfway house (named because it was halfway between the river and the lake), then we'd chug up here in a steamboat and land on the point."

"Then we had to go back to Conlin. We rowed eight miles, in Conlin and back."

In 1980, there was talk of tearing down the cabin. So after considerable effort, family members got the cabin registered as a national historic site.

Today, the hand-hewn fir and birch logs are stacked stiff in defiance. The antique wood-burning stove informs its users they can cook food from warm to hot to very hot.

Old product cans, unearthed from the yard, let visitors see history. There's a bottle of mungo medicine, complete with precipitated sulphur. Another bottle, of Old Tater Whiskey made by the American Medicinal Spirit Co., has a prescription label on the side: "One-half ounce every four hours," Bech reads of the Prohibition relic.

"This was 1932, during the Depression," he chuckled. "You have depression, so you buy a depressant."

A washboard sits in the sink, for laundry. A chair is nearby, its wood held together by wires.

Outside, a makeshift church, complete with an arch made of branches and pews and a pulpit of 2-by-4s. A rickety outhouse. A nine-hole putt-putt course. A shed, all preserved for so long.

And walking through it all, a family preserved for just as long.

"My father would bring up both families, remembered Jeanne (Vinther) Danzer, 80. "Then he'd go home, Uncle Nels would come take over for the rest of the summer."

"My favorite thing as a child was to steal the rowboat and go out in the roughest water I could."

In Danzer's eyes, a glint of sadness slumbered, as she realized there won't be many more reunions for her.

"This means the last trip I'll make here," she said.

But the next generation promises to carry on.

"We'd spend the bulk of a summer up here as children," said Jim Bech, Vinther's grandson. "It was just a handful of people. Now there's 150."

Spokesman-Review article, September 4, 2000

chronicle Feb. 19, 1940

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PLANNING &amp; DEVELOPMENT

## Baggage Checks Mark Old Partnership



It is just a pair of old brass baggage checks that Samuel H. Vinther has dug up reminiscent of a partnership with Nels M. Nelson that has existed since 1892. When the two came to Spokane early in that year they began operation of a baggage transfer line with one wagon and a pair of brass checks. After a few months they opened a hardware store in the N600 block on Monroe, later gave up the baggage wagon and since have confined themselves to hardware lines. \*They believe theirs is the oldest partnership in Spokane today.



# Partners for Fifty Years

*N. M. Nelson and S. H. Vinther  
Have Run Hardware Store  
for Five Decades.*



Not only has the firm of Vinther & Nelson been intact for 50 years in Spokane, but the name will continue as their sons are already in the business with their fathers. Below, left to right, are S. H. Vinther and N. M. Nelson, founders of the business, and above, left to right, Alvin Vinther and Ernest Nelson, the second generation in the business here. The boys have grown up in the business. (Photo by Nelson.)

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## VINTHER & NELSON

Fifty years is a long time for any man to remain in business in the same community. It is seldom that a partnership endures that long. It is even more unusual for a concern to occupy business quarters all that time within a block of the original location. In the west, of all places, population shifts constantly, districts run out and business concerns are often forced to move elsewhere if they are to stay in business.

Spokane has several half-century business men and concerns, a few still in the hands of the original founders. Vinther & Nelson, hardware dealers on North Monroe, have been in business together for 50 years this month. N. M. Nelson and S. H. Vinther have been the proprietors all that time. Their story is unusual.

First cousins, they came to America together from Denmark when Mr. Nelson was 16 and Mr. Vinther was 15. Four years later they returned to Denmark to visit their families. Eight years later Mr. Nelson visited his native land at the time of the death of his father.

### Came in 1889.

The young men came to Spokane in 1889 but did not launch their store until 1892. The location was N607-609 Monroe. Old pictures show that it was quite a store even for the early days. An exterior

shot shows buggy whips, horse collars, whiffle-trees and drivers' whips featured on the sidewalk.

Interior views show a line of base-burners and another of kitchen ranges down the center of the main floor. On the top shelf is a row of wash boilers, more whips hanging from the ceiling and fancy hanging lamps with elaborate decorations. Alarm clocks and jack-knives are on the glass showcases.

Not long after launching the business, the partners married sisters. Mr. Nelson married Kamma Meyer and Mr. Vinther married Magdalene Meyer. The sisters had come to Spokane with their parents from Copenhagen when small youngsters.

Carrying out the partnership idea to their times of recreation, the business men in 1900 jointly purchased their summer home on Eight Mile island in Priest lake, still jointly owned by them and

shared by their families each summer. They have owned a number of boats, probably some of the first on the lake.

### Taking Turns.

In 1905 the families had the urge to visit Denmark. The men could not leave the store at the same time. The Vinthers made the trip first, leaving in the fall and spent six months abroad. They returned in the spring of 1906. The Nelsons then sailed for Denmark, also staying six months and visiting in London and Liverpool before returning.

In 1907 the business was moved to the present location at N706 Monroe, within a block of the original store. Early pictures again tell the story and also indicate changes in merchandise.

Stoves again held the center of the main floor, but of a more modern type. Builders' hardware was prominently featured. Stable lanterns hung beneath the balcony, and the balcony was crowded with ornamental iron bedsteads. Paints and saws were in evidence. Showcases were modern and carried a large stock, but the whips, hanging lamps and whiffle trees had largely disappeared. Fish reels were some-



This is the interior of the first Vinther & Nelson store launched at 607-609 North Monroe in 1892. S. H. Vinther and N. M. Nelson have been in business together for the entire period, always within a block of the first location. The partners are in the background, right.



thing new in their day.

In the early days the partners met the trains and hauled baggage. When a train whistled, the partner who was least busy donned the single baggage-man's cap, also joint property, and drove the horse-drawn vehicle to the depot.

#### Shared Spectacles.

The partners even went so far as to share the same spectacles. These reposed on the cash register for the use of both men. If one should forget and wear them when he left the store, the other partner was just out of luck until he returned.

They recall that getting to Priest Lake in the early days was quite a different thing from the present two-hour spin by auto over good roads. Way back it was a three-day journey. They went by train to Priest River and stayed all night there. From Priest River they went by horse-drawn stage to a log building halfway between the town and the lake. On the east road, it is still known as the Half-way house.

There they had their lunches, which sound like banquets today. There was no end of homemade breads and pastries, jams and jellies and always four or five kinds of meat, including wild game.

#### Summers at Lake.

Here also the tired team was replaced by another and the journey was continued to Coeur on the lake. They spent the second night in a hotel there. The next day they went by steambot to their cabin eight miles up the lake. It was usually several days before their baggage caught up with them.

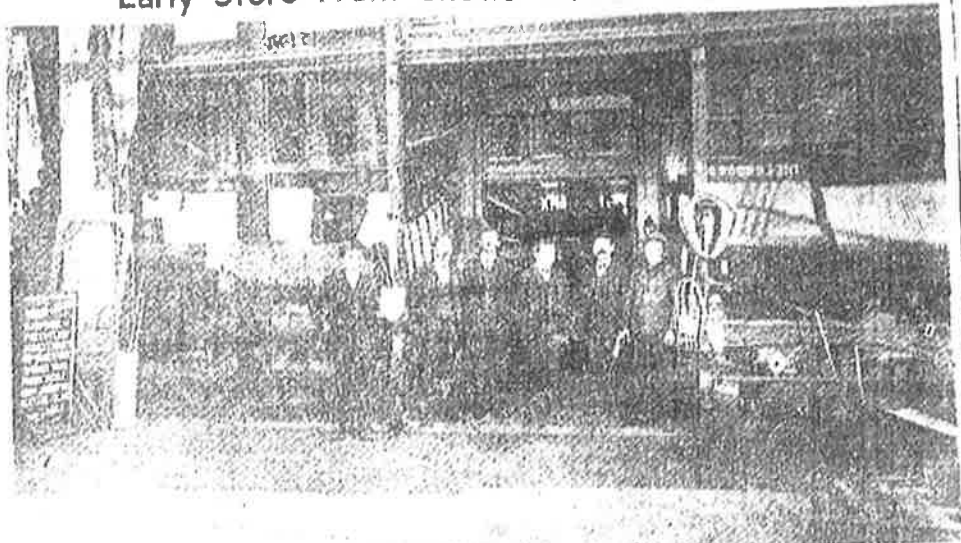
The mothers and children remained all summer at the lake. The men took turns, remaining six weeks each. There was no running back and forth. Often there were aunts and cousins in the group.

Ernest Nelson and Alvin Vinther, known to many as Ernie and Al, are the elder sons of the partners and have been associated in the business with their fathers since the close of the World war. They will carry on the store under the family name when they succeed their fathers. Ernie Nelson was overseas in the last war for two years. Both men came under the registration age in this war.

The Vintners have five other children and eight grandchildren. The Nelsons have three other children and five grandchildren.

The relationships between the partners have been entirely harmonious throughout the 50 years. Their sons are fully as congenial as the founders.

## Early Store Front Shows Goods in Demand



This is the exterior view of the first Vinther & Nelson store on North Monroe. Note the whips, horse collar and whiffle-tree in the first sidewalk display. The partners and sales force stand in the doorway. The partners also met trains to deliver baggage.

## Second Store Became Permanent Location



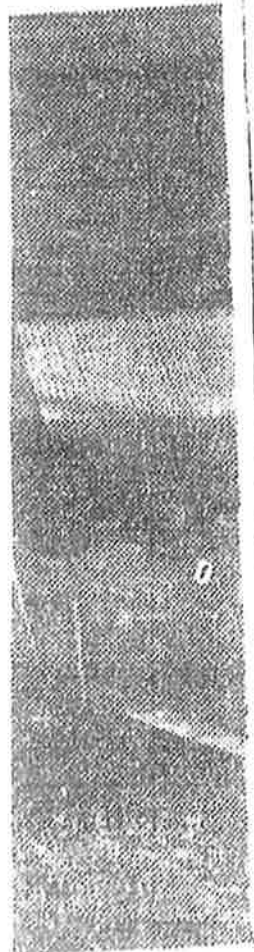
In 1907, Vinther & Nelson opened this store at N706 Monroe, within a block of their original store. N706 is the store location today, modernized to keep abreast of the times. Building hardware and sporting goods had been added when this picture was made soon after the opening 35 years ago.




Chr. 1-27-1896

**Vinther & Nelson.**

The new and second hand store conducted by Messrs. Vinther and Nelson at 607 and 609 Monroe street, was established four years ago and has attained much popularity. The premises occupied are spacious and well arranged for the accommodation of the stock carried. The assortment includes crockery, hardware, furniture and every description of second hand goods of all kinds. Second hand goods of all kinds are purchased, the best prices being paid for the same. This firm is composed of Messrs. S. H. Vinther and N. M. Nelson. Both are young men. They have by good management built up a large business and fully merit their success.



ote the whips,  
es force stand



**McGee, Adi**

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**From:** Don Falkner <doggitdon69@yahoo.com>  
**Sent:** Thursday, January 07, 2016 9:41 AM  
**To:** City Clerks (Web email)  
**Subject:** Records Request  
**Attachments:** City Records Request\_010716.pdf

RECEIVED  
JAN 07 2016  
CITY CLERK'S OFFICE



**PUBLIC RECORDS REQUEST**  
(RCW 42.56)

RECEIVED  
JAN 07 2016  
CITY CLERK'S OFFICE

DEPARTMENT: PLANNING DEPT

NAME: DON FALKNER DATE: 1/7/16  
TELEPHONE: 509-467-3238 E-MAIL: DOGGITDON@C.YAHO.COM  
ADDRESS: 10931 N. ACOMA DR.  
CITY: SPOKANE STATE: WA ZIP: 99208

**IDENTIFICATION/DESCRIPTION OF RECORD(S) SOUGHT:** Please be as specific as possible when completing your public records request. We will be better able to process your request if you clearly identify the record(s) you are seeking. Your description of the record(s) must be reasonably and sufficiently identifiable to enable us to locate the record(s) you seek. If you can identify specific dates, locations, buildings, premises, topics, departments, or people involved, it will better assist us in the search for your requested record(s).

The City has no duty to create a record, nor is the City obligated to compile information from various records so that the information is in a form that is more useful to the requestor.

ORIGINAL FILING, ORDER AND APPEAL ASSOCIATED WITH INDIAN TRAIL AREA  
SITE 205DD112-FD. MAY BE KNOWN AS WINDHAVEN 1ST ADDITION - PUD.  
TIRRELL BLACK IN THE PLANNING DEPT. IS FAMILIAR WITH THIS REQUEST.

I understand that the City may not legally provide a list of individuals pursuant to this public records request if the request is for commercial purposes. Therefore, I certify that any list of individuals obtained through this request will not be used for commercial purposes. (RCW 42.56.070(9))

Signature: Don Falkner

**DEPARTMENTAL NOTES/COMMENTS:**

**SUBMIT COMPLETED FORM TO:** City Clerk's Office  
5<sup>th</sup> Floor City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201  
(509) 625-6350  
FAX: (509) 625-6217





**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/11/2016
<b>Clerk's File #</b>	OPR 2016-0032
<b>Renews #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MEGAN DUVALL 625-6543	<b>Project #</b>	
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0780 - EIKENBARY-PIERCE HOUSE - 1303 S BERNARD ST		

**Agenda Wording**

Recommendation to list the Eikenbary-Pierce House, 1303 South Bernard Street, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Eikenbary-Pierce House has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	fperkins@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	mduvall@spokanecity.org	
<b><u>Additional Approvals</u></b>		evance@spokanecity.org	
<b><u>Purchasing</u></b>			

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Eikenbary-Pierce House – 1303 S. Bernard**

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Built in 1910, the **Eikenbary-Pierce House** meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- Built in 1910, the **Eikenbary-Pierce House** is eligible for listing on the Spokane Register of Historic Places under Categories B and C. The period of significance for the property is defined as 1910 to 1959 – spanning the period from the home's construction to the death of Henry Pierce, Sr. in 1959. The building is significant under Category B, in the area of health/medicine for its association with Henry A. Pierce and Dr. Charles F. Eikenbary, two of Spokane's most prominent civic benefactors and philanthropists, and the property's most significant owners. Henry A. Pierce helped organize the Shriners Hospital for Crippled Children in Spokane and served as Chairman of the Board of Governors for the hospital for 35 years from its inception in 1924 to his death in 1959. Pierce hired Dr. Charles Eikenbary as the first orthopedic surgeon and Medical Chief-of-Staff for the Shriners Hospital from 1924-1926.
- Architecturally significant for listing on the Spokane Register of Historic Places under Category C in the area of significance, "architecture," the Eikenbary-Pierce House is a fine example of the Arts & Crafts tradition with stylistic features and elements that represent the Craftsman style. Although the house is currently in poor condition due to extensive damage, it retains all five aspects of integrity in original location, original design, original materials, original workmanship, and original association.

**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."**

- Although the house is currently in poor condition due to extensive damage, it retains all five aspects of integrity in original location, original design, original materials, original workmanship, and original association.
- A property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique. A property that has lost some historic materials or details can be eligible *if* it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. The property is not eligible, however, if it retains some basic features conveying massing but has lost the majority of the features that once characterized its style.
- A property significant under Category C must retain those physical features that characterize the type, period, or method of construction that the property represents. Retention of design,

workmanship, and materials will usually be more important than location, setting, 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 **Eikenbary-Pierce House** according to the appropriate criteria at a public hearing on 12/16/15 and recommends that the **Eikenbary-Pierce House** be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:  
CLIFF PK RES LT 14 BLK 21

Parcel Number 35194.1212, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane Historic Properties, LLC, 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: 1/7/16

City Clerk No. \_\_\_\_\_

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this 16<sup>th</sup> day of December, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane Historic Properties, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1303 S. Bernard Street** commonly known as the **Eikenbary-Pierce House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. **CONSIDERATION.** The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. **COVENANT.** This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this

instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

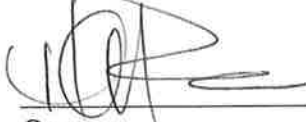
4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



Owner

Spokane Historic Properties

Owner

CITY OF SPOKANE

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

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

ATTEST:

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

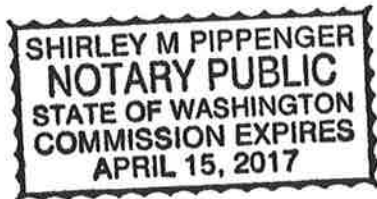
Approved as to form:

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

STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

On this 16th day of December, 2015, before me, the undersigned,  
a Notary Public in and for the State of Washington, personally appeared  
Henry A. Pierce, to me known to be the  
individual(s) described in and who executed the within and foregoing  
instrument, and acknowledged that (he) signed the same as  
(his) 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  
16th day of December, 2015.



Shirley M. Pippenger  
Notary Public in and for the State  
of Washington, residing at Spokane

04/15/2017  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 \_\_\_\_\_, 2015.

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



## **Attachment A**

The management agreement will also include the review of any changes or alterations to the first floor of the Eikenbary-Pierce House. The protected features concern the two entry foyers, living room, dining room and inglenook on the first floor. The Spokane Historic Landmarks Commission must be consulted for any proposed changes to the flooring, windows, woodwork (including window surrounds, box beams, chair rail, mantels, and bookcases), stair bannister, doors, built-in unit in the dining room, fireplace inglenook (including benches) and light fixtures. This agreement does not include the kitchen.

The agreement will also include the stairway to the second floor and the hallway configuration (door placement) on the second level.

All original windows in the house shall be retained.

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

***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

EIKENBARY-PIERCE HOUSE

Common Name

**2. LOCATION**

Street & Number

1303 S. Bernard Street

City, State, Zip Code

Spokane, WA 99204

Parcel Number

35194.1212

**3. CLASSIFICATION**

**Category**

☒ building

☐ site

☐ structure

☐ object

**Ownership**

☐ public

☒ private

☐ both

**Public Acquisition**

☐ in process

☐ being considered

**Status**

☐ occupied

☒ work in progress

**Accessible**

☒ yes, restricted

☐ yes, unrestricted

☐ no

**Present Use**

☐ agricultural

☐ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☐ religious

☒ residential

☐ scientific

☐ transportation

☐ other

**4. OWNER OF PROPERTY**

Name

Spokane Historic Properties LLC

c/o Henry A. Pierce III

Street & Number

1226 E. 28<sup>th</sup> Avenue

City, State, Zip Code

Spokane, WA 99203

Telephone Number/E-mail

218-2248, guzzipierce@gmail.com

**5. LOCATION OF LEGAL DESCRIPTION**

Courthouse, Registry of Deeds

Spokane County Courthouse

Street Number

1116 West Broadway

City, State, Zip Code

Spokane, WA 99201

County

Spokane

**6. REPRESENTATION OF EXISTING SURVEYS**

Title

City of Spokane Historic Landmarks Survey

Date

Federal \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Local \_\_\_\_\_

Location of Survey Records

Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE**

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**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☐ excellent

☐ good

☒ fair

☒ deteriorated

☐ ruins

☐ unexposed

**Check One**

☐ unaltered

☒ altered

**Check One**

☒ original site

☐ moved & date

**8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE**

*(continuation sheets attached)*

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☒ B Property is associated with the lives of persons significant in our past.

☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield, information important in prehistory history.

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

*Bibliography is found on one or more continuation sheets.*

**10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.**

*Items are found on one or more continuation sheets.*

**11. GEOGRAPHICAL DATA**

Acreage of Property

Less than one acre.

Verbal Boundary Description

Cliff Park Resurvey Addition, Lot 14, Block 21.

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

December 16, 2015

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: November 18, 2015

Date of Landmarks Commission hearing: December 16, 2015

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

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

City Council/Board of County Commissioners' decision: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.**



**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

December 17, 2015

**Date**

Attest:

Approved as to form:

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

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

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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*Eikenbary-Pierce House in circa 1920s*



*2015 photo of Eikenbary-Pierce House, showing original intact 1910 floor plan, lathe-and-plaster construction, oak floors, windows, and Craftsman-style woodwork, including built-ins, colonnade walls, and fireplace inglenook.*

## **SECTION 7: DESCRIPTION OF PROPERTY**

### ***Summary Statement***

The Eikenbary-Pierce House was built in 1910, a block east of Cliff Park in the architecturally prominent historic Cliff Park Neighborhood on Spokane, Washington's South Hill. The Arts & Crafts home depicts stylistic features and elements of the Craftsman style. This is especially seen in the home's low-pitched roof, deeply

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overhanging eaves, exposed structural members, clapboard and wood shingle siding, and a covered porch supported by massive tapered porch pillars. The interior of the house reveals strong Craftsman-style elements in an open living room/dining room/fireplace inglenook floor plan; hardwood floors; built-in buffet-hutch, bookcases, and linen closets; and finely crafted, unadorned woodwork designs crafted in ebony-finished straight and curly fir. Although the house is currently in poor condition due to extensive damage, it retains all five aspects of integrity in original location, original design, original materials, original workmanship, and original association.

***CURRENT APPEARANCE & CONDITION***

***Site***

The Eikenbary-Pierce House is sited on the northwest corner of Lot 14, Block 21 in the Resurvey Cliff Park Addition in the southwest quadrant of Spokane. The corner lot faces west at 1303 S. Bernard Street with a width of 50 feet, and north along W. 13<sup>th</sup> Avenue for 150 feet. The property is identified by Spokane County Tax Assessor as tax parcel number 35194.1212. The home is surrounded by architecturally prominent homes built from about 1900 to 1945 at World War II, and framed by manicured grounds.

***Garage***

A single-story, one-car, gable-front frame garage was built in 1910 behind the house in the southeast corner of the property. The garage is clad in wood clapboard and retains two original carriage house doors at its north façade. When built, it faced west and was accessed by a narrow dirt driveway shared by the Eikenbary-Pierce House and the next adjacent south house. In 1946, the garage was turned so the carriage house doors faced north onto 13<sup>th</sup> Avenue.<sup>1</sup> The driveway was abandoned between the houses, a dirt alley was established at the east property line for the Eikenbary-Pierce House, and led to the street at 13<sup>th</sup> Avenue. The garage exists today in poor condition and is *not being nominated* at this time to the Spokane Register of Historic Places.

***Exterior of House***

The exterior footprint of the Eikenbary-Pierce House forms an irregular footprint, and measures 28 feet wide and 45 feet deep. Facing west onto Bernard Street, the house has two stories with a gable-front roof, and is clad in narrow-width horizontal wood clapboard siding on the second floor and larger six-inch-deep horizontal wood clapboard siding on the first floor. Square-cut wood shingles clad gable fields. The roof is covered with composition asphalt shingles, supports two brick chimneys, and has especially widely overhanging eaves with extended rafter tails and massive knee-brace brackets. Double horizontal stringcourses separate the first floor from the second floor, and the second floor from gable fields. The foundation is made of basalt rock and is distinguished with granite ashlar stone at the southwest, northwest, and northeast corners of the house. A horizontal wood water table separates the foundation from the first floor. Corner boards cover each exterior corner of the house. Windows in the Eikenbary-Pierce

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<sup>1</sup> Spokane City Building Permit #80585.

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House are a combination of original tripartite and single multi-paned casement units with wood sash.

The Eikenbary-Pierce House has two facades: one facing west onto Bernard Street and one facing north along 13<sup>th</sup> Avenue. The west façade of the two-story house is distinguished with a nearly symmetrical façade design, a front-facing gable roof, widely overhanging eaves, massive knee-brace brackets, deep bargeboards with tapered ends, corner boards, double horizontal stringcourses, and a full-width, single-story covered front porch. The porch is supported by massive tapered columns made of wood. The columns were originally joined by a wood balustrade (missing). The porch deck is made of wood planks. Seven wood steps descend to grade and a concrete walkway that leads to a paved public sidewalk in front of the house. A porch wall beneath the porch deck is made of vertical boards. A front entry door is located in the south end of the west façade at the front porch. A wide tripartite window with a center fixed pane flanked by two multi-paned casement windows is located next north of the front door. Multi-paned windows arranged in a symmetrical pattern are located on the second floor. A center window in the gable peak illuminates a third-floor attic.

The north side façade of the house is dominated by a long, side expanse of the gable-front roof with widely overhanging eaves, exposed rafter tails, nearly symmetrical window patterns on the first and second floors, and a two-story center covered entry portico with a front-facing gable roof. The entry portico faces north onto 13<sup>th</sup> Avenue and is supported by massive tapered wood columns at the first floor and tapered wood columns at the second floor. A plain wood balustrade on the second floor is anchored by the tapered columns and protects a covered balcony above the first floor. At the first floor, an entry door is located in the center of the covered portico, and is flanked by multi-paned sidelights. The center entry is five feet wide and is located in a pentagonal bay that projects two feet from the planar wall surface of the house. Eight wood steps descend from a wood porch deck to grade and to a paved walkway.

The south side of the house is located eight feet from the next south adjacent house, and is difficult to see from Bernard Street. The roof has widely overhanging eaves with exposed rafter tails, the house is clad in horizontal wood clapboard siding, the foundation is made of basalt rock, and windows are arranged in a non-symmetrical pattern.

The east rear of the house faces the property's backyard and garage. The gable-end roof has widely overhanging eaves supported by massive knee-brace brackets, and is articulated with deep bargeboards with tapered ends. Window patterns are symmetrical and feature multi-paned casement windows. Double stringcourses separate the first floor from the second floor, and the second floor from the third-floor gable field. A brick chimney rises from grade at the north end of the east rear of the house, and pierces the widely overhanging eave. A horizontal wood water table continues around the perimeter of the house. A small frame, single-story, enclosed back porch is located on the southeast corner of the house.



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***Interior of House***

According to Spokane County Tax Assessor records, the home's first floor has 1,292 finished square feet, the second floor has 1,280 finished square feet, and the basement has 1,292 *unfinished* square feet.<sup>2</sup> At the west façade, a front door opens into a small reception hall/front entry. The entry hall is located between a staircase that rises to the second floor on the south wall, and at the north, a high colonnade wall with thick, short square posts. The colonnade wall separates the front entry from the living room. The front door side of the colonnade wall is made of board-and-batten paneling, and the living room side of the colonnade wall has built-in bookcases with glass doors—all fashioned from high-quality, hand-rubbed, ebony-finished curly and straight fir. The entry hall continues east into the house towards a fireplace with a used brick surround, poured concrete hearth, and built-in inglenook sheltered by the stairway. The fireplace area opens north to a large living room in the northwest corner of the house. Two five-panel fir doors open at the center of the north wall from angled walls into a small vestibule with an entry door. With an open floor plan, the living room opens east into a large dining room. Two high colonnade walls with short, square posts match those by the west front entry, and partially separate the living room from the dining room. The living room side of the colonnade walls have built-in bookcases with glass doors while the opposite dining room side of the colonnade walls have board-and-batten wood paneling. A built-in buffet and hutch is located on the south wall in the dining room, and is articulated with glass doors and leaded lights, a mirrored backsplash, and drawers and cupboards. A round pendant drop chandelier made of hammered brass and amber-colored glass hangs from the ceiling in the center of the dining room. The light fixture is an exemplary example of the Craftsman style and resembles light fixtures designed by Gustav Stickley in the early 1900s. The dining room opens south into a small inglenook with a center fireplace on the home's east wall. The fireplace is flanked by two freestanding inglenook benches, and features an arched firebox, a brick surround, and an unadorned Craftsman-style wood mantel with supporting brackets. The fireplace hearth and the floor in the inglenook are made of six-inch-square red, glazed, ceramic quarry tile. The west entry hall, north vestibule, fireplace inglenooks, living room, and dining room all have original nine-foot-high ceilings and fir woodwork, burnished to a rich ebony finish and patina. Wide, square-cut, unadorned boxed ceiling beams, window and door surrounds, crown and floor molding, colonnade walls, and multiple built-ins are designed in the most pristine Craftsman-style aesthetic—all invoking the simple square-cut, unadorned, Craftsman-style designs made popular by master craftsman, Gustav Stickley, and by the Greene Brothers Architects from Pasadena, CA from 1900 to 1920. The east wall fireplace inglenook has a quarry tile floor and hearth while the remaining dining room, living room, and reception hall have oak hardwood floors. Original brass doorknobs and escutcheon plates exist on all doors.

The dining room opens south to a room in the southeast corner of the first floor that was originally designed and used as the kitchen. Built-in cupboards are located on the north wall in the room. All of the woodwork is painted white. The floor is made of fir. A

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

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short flight of enclosed stairs on the west wall ascends to a stair landing that turns north and continues to the second floor. Next adjacent to the enclosed staircase is a five-panel door that opens to a staircase to the basement. Next to the basement door is another small five-panel door that opens to a closet in the northwest corner of the kitchen. In contrast, a door on the dining room's east wall opens to a narrow room originally built as a back porch/mud room but is now used as a kitchen. The kitchen has built-in cupboards, cabinets, pantry, and a white porcelain kitchen "farm" sink. A back door opens from the southeast corner of the room to an enclosed back porch.

In the reception hall in the southwest corner of the first floor is located a formal open staircase, 40 inches wide with maple treads and risers. The staircase has a closed stringer, closely spaced plain one-inch-square balusters, and a plain, thick, square newel post with a flat top. The staircase is made of fir with a dark ebony finish to match the woodwork in the reception hall, living room, dining room, and east wall inglenook, and imparts strong influence from the California Mission style. The stairway rises to a landing, turns north, and climbs to the second floor. At the second floor, a six-foot-wide hallway leads to a bedroom in the southwest corner of the house, a bedroom in the southeast corner of the house, two bedrooms along the north wall that share a bathroom, and a hall bathroom on the south wall. The hall bathroom floor plan has not been changed and includes an original rectangular bathtub and wall-mounted wash basin with rounded edges, a built-in medicine cabinet above the wash basin, and a built-in linen closet. All the woodwork on the second floor, first-floor kitchen, and back porch is painted. Ceiling heights are eight feet.

***ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS***

A 1910 Sanborn map pictured the original footprint of the Eikenbary-Pierce House as 28 feet wide and 35 feet deep. Spokane City Building Permit #11376, dated October 30, 1919, recorded an alteration to the house. The alteration was an extension of the east rear wall 10 feet from the east rear of the house. The extension included the entire 28-foot width of the house on the first floor and second floor. The northeast corner of the extended rear wall of the house was finished with an inglenook fireplace on the first floor and two bedroom extensions on the second floor. The first floor extension was built and used as a kitchen on the east wall, replacing the original kitchen on the south center wall behind the dining room. The extension was finished at the exterior as a continuation of the house with an extension of the north and south walls and the roof. Materials, windows, trim, basalt foundation, and exterior design matched the original 1910 house. The northeast foundation corner was embellished with granite ashlar stone to match the southwest and northwest corners of the house but in contrast, the southeast rear corner was not embellished with ashlar stone on the extension nor originally on the 1910 house. The original granite ashlar stone at the 1910 northeast corner exists today as a reminder of the original depth of the house when it was built in 1910. Except for the 1919 extension, the original 1910 interior design, materials, workmanship, and floor plan remain intact. The second floor gained two larger bedrooms at the east end of the house when the 1919 extension was constructed, and a door from the northeast bedroom was installed into a bathroom *en suite* with the master bedroom on the center north wall.

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Modifications to the house include:

**1919** Spokane City building permit #11376 allowed a 10-foot extension on the rear east wall of the house on the first floor and the second floor. A door from the extension's northeast bedroom was installed between the master bedroom and its *en suite* bathroom and the northeast bedroom, forming a Jack-and-Jill bathroom arrangement.

**1927** Wood shingles were installed over the original 1910 red-stained wood roof shingles.<sup>3</sup>

**1957** Two layers of wood shingles were removed, and composition roof shingles were installed.

**1970-2005** The house was badly damaged due to the negative affects of weather, leaking roof, and lack of maintenance and repairs.

**2006-2015** A new composition shingle roof was installed in 2009, the exterior of the house was painted, and the north wall foundation was repaired. Continuing work-in-progress includes rebuilding the front porch and porch steps, basement foundation work to enclose the house, and interior repairs.

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<sup>3</sup> Pierce Family Archives and Collections.

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**SECTION 8: STATEMENT OF SIGNIFICANCE**

<i>Areas of Significance</i>	<i>Health/Medicine, Architecture</i>
<i>Period of Significance</i>	<i>1910-1959</i>
<i>Built Date</i>	<i>1910</i>
<i>Architect</i>	<i>Unknown</i>
<i>Builder/Contractor</i>	<i>Anton Isakson</i>

***Summary Statement***

Architecturally significant for listing on the Spokane Register of Historic Places under Category C in the area of significance, "architecture," the Eikenbary-Pierce House is a fine example of the Arts & Crafts tradition with stylistic features and elements that represent the Craftsman style. Although the house is currently in poor condition due to extensive damage, it retains all five aspects of integrity in original location, original design, original materials, original workmanship, and original association. The Eikenbary-Pierce House was built in 1910 on speculation as a "spec house" by Spokane contractor, Anton Isakson, and remains one of the larger homes in the architecturally prominent Resurveyed Cliff Park Addition on Spokane's South Hill.

The property is further historically significant under Category B in the area, "health-medicine," for its association with Henry A. Pierce and Dr. Charles F. Eikenbary, two of Spokane's most prominent civic benefactors and philanthropists, and the property's most significant owners. The home's period of significance starts in 1910 when the house was built, and ends in 1959, the year Henry Pierce died. Henry A. Pierce helped organize the Shriners Hospital for Crippled Children in Spokane and served as Chairman of the Board of Governors for the hospital for 35 years from its inception in 1924 to his death in 1959. Pierce hired Dr. Charles Eikenbary as the first orthopedic surgeon and Medical Chief-of-Staff for the Shriners Hospital from 1924-1926.<sup>4</sup> At Henry Pierce's retirement in 1947, a *Spokane Daily Chronicle* newspaper article reported that "retirement for him will mean a full career in an avocation to which, for the last 23 years, he has given every hour he could spare—the Shriners Hospital for Crippled Children." Henry Pierce was a "founder of the Shriners Hospital"<sup>5</sup> in Spokane, was a widely known trustee of the hospital and the national board of trustees, and like Dr. Eikenbary, was "instrumental in bringing the Shriners Hospital to Spokane in 1924."<sup>6</sup> At the height of his career with the Shriners Hospital, Henry Pierce lived in the Eikenbary-Pierce House from 1925 to his death in 1959.

***HISTORICAL CONTEXT***

***Spokane Shriners Hospital for Crippled Children***

The Shriners Hospital for Crippled Children was established in Spokane in 1924, and was the seventh Shriners Hospital built in the United States. Polio and its after effects, diseases of the bones, club feet, hip dysplasia, and tuberculosis of the joints were rampant

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<sup>4</sup> "Dr. Eikenbary Death's Victim." *Spokesman-Review*, 1 Jan 1934, page 1.

<sup>5</sup> "Henry A. Pierce Taken by Attack." *Spokane Daily Chronicle*, 21 Feb 1959, page 1.

<sup>6</sup> "Henry Pierce Ends Long News Chore." *Spokane Daily Chronicle*, 29 Nov 1947.

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in America in the 1910s and 1920s. Shriners, members of the Masonic Order across the United States, are fraternal philanthropists and adhere to the principles of Freemasonry—Brotherly Love, Relief, and Truth. At their national convention in the early 1920s, Shriners voted to open and support a system of hospitals for the treatment of children with orthopedic problems. They fulfilled this desire in the establishment of Shriners Hospitals for Crippled Children. Today Shriners operate more than 20 orthopedic hospitals and burn institutes where children to the age of 18 years, regardless of race, religion, or relationship to a Shriner, receive excellent medical care—absolutely free. Since 1922, Shriners have substantially improved the quality of life for hundreds of thousands of crippled and burned children. Millions more have benefited as recipients of treatments and techniques developed at Shriners Hospitals. Because Shriners do not accept payment from patients, their families, or any government program, insurance company, or third party, these increased costs are met through generous charitable donations, endowments, and hundreds of funding events. Each year, the nearly one million Shriners across the United States demonstrate their support for this great cause, believing that “no man ever stands as straight as when he stoops to help a crippled or burned child.”<sup>7</sup>

In 1924, the first Shriners Hospital in Spokane was located in a leased wing in St. Luke’s Hospital. Henry Pierce, an editor of the evening newspaper, the *Spokane Daily Chronicle*, was elected Chairman of the Board of Governors for the hospital, and held that position for 35 years. He hired the hospital’s first orthopedic surgeon and Chief-of-Staff, Dr. Charles Eikenbary. The two became great friends and even shared ownership of the same house in Spokane at different times. In 1939, the Shriners Hospital for Crippled Children moved to its own 40-bed facility, a newly built medical building located on Summit Boulevard in West Central Spokane. By the 1980s, the hospital had outgrown its capacity for patients and medical facilities. In 1991, a new Shriners Hospital for Children (the name “crippled children” was dropped nationally) was built on West 5<sup>th</sup> Avenue and Monroe Street, across the street from Deaconess Hospital, in the center of Spokane’s medical district. The award-winning, state-of-the-art facility was presented with a People’s Choice Award from the American Institute of Architects, and continues to offer opportunities for cutting-edge research, clinical trials, motion analysis, and medical residency programs and orthopedic rotations. The Spokane Shriners Hospital for Children symbolizes and promotes hope, opportunity, and amazing generosity into the future, and is a celebrated Spokane medical institution.

***Cliff Park Resurvey Addition***

Spokane was founded in 1872 by less than 50 people. By 1900 the population had swollen to 25,000, and a short ten years later in 1910, Spokane’s population had skyrocketed to over 100,000. The decade between 1900 and 1910 witnessed the busiest period for building operations in the history of Spokane, including neighborhood development and residential home construction throughout the city. Less than one-half mile south and uphill from downtown Spokane, large opulent homes were built at the

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<sup>7</sup> *The Story of Shriners Hospitals*. Shriners Hospitals for Crippled Children, Tampa Florida. October 1982

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base of a steep, rocky basalt bluff. By 1905, roads were built and street cars transported people up and over the steep topography to the top of the bluff. With spectacular views, native trees and brush, and ample room for residential development, the South Hill became one of “the” revered locations to build a home in Spokane.

Spokane County Tax Assessor records indicate the Cliff Park Addition was originally platted in 1889, and resurveyed six years later in 1905 with corrected boundaries and plats. Located on Spokane’s South Hill at the top of the steep basalt bluff along W. Cliff Drive, the Cliff Park Resurvey Addition is bounded by Cliff Drive to the north, 14<sup>th</sup> Avenue to the south, Grand Boulevard to the east, and the bluff’s high ridge crest as it wraps around the steep basalt rock formation in the northwest and west portion of the addition. Focal points of the Cliff Park Resurvey Addition include wide panoramic views from Cliff Drive and Cliff Park, a public parkland owned by the City of Spokane that surrounds a high basalt outcropping with a flat-topped butte. The top of the butte affords one of the highest elevation points in Spokane and commands spectacular panoramic views. The sides of the butte are covered with a thick, dense tangle of native underbrush and mature evergreen and deciduous trees. Manicured public park grounds encircle the butte, and concrete stairs twist up to the butte’s flat top, which is covered with grassy lawn and surrounded by a protective basalt security retaining wall built in circa 1905.

Cliff Park served as the residential neighborhood’s focal point and was described in the Multiple Property Documentation, *The City of Spokane Parks and Boulevards (1891-1974)*, as one of “Spokane’s small, early parks,” which were specifically devised “as jewels in the centers of expensive residential developments.”<sup>8</sup> In 1908, large, architecturally prominent homes were being built around the park, and a year later in 1909, a combination of curvilinear and straight streets were established and paved throughout the neighborhood. Single-family homes—some large and grand, others modest and small—were built from 1908 to 1945 (World War 2), and represent architectural styles from cozy Craftsman bungalows to landmark Colonial Revival, Tudor Revival, Mediterranean, and Arts & Crafts styles. Large homes were built for some of Spokane’s most significant civic leaders and celebrated “movers and shakers”—men and women who were attracted to the Cliff Park neighborhood, its “jeweled” park, unusual topographic features, panoramic views, and close proximity to downtown Spokane. Two of these men were owners at different times of the Eikenbary-Pierce House—Dr. Charles Eikenbary and Henry A. Pierce.

### ***Eikenbary-Pierce House***

In 1903, the Northern Pacific Railroad sold most of the land in the Cliff Park Addition to the Northwestern Improvement Company for \$60,000. In 1905, the land was re-surveyed and re-designed for residential use. In 1907, the Cook-Clarke Development Company purchased the Cliff Park Resurvey Addition, and in 1909, Spokane building contractor, Anton Isakson, bought Lot 14 on Block 21 in the Cliff Park Resurvey Addition for \$600. The first mention of Isakson was in city directories in 1905, where he listed himself as a

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<sup>8</sup> Perrin, Natalie and Chrisanne Beckner, Lynn Mandyke. *MPD: The City of Spokane Parks and Boulevards (1891-1974)*. Portland, OR: Historical Research Associates, Inc. 2015, p. 10.

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“carpenter” in downtown Spokane. In 1909-1910, he built the Eikenbary-Pierce House on speculation as a “builder in residence,” living in the house while he constructed it. When construction was complete, Isakson sold the property to investors, James H. & Ona B. McNeill, for \$8,000. As reported in public records, Isakson’s financial profits from the home sale were successful and helped settle contractor liens filed by some of Isakson’s subcontractors, including Lakeside Lumber Company, Luelliwitz Lumber Company, and Monarch Plaster Company.<sup>9</sup>

In 1911, the McNeills sold the house to George Bodfish, who a week later sold the property to John B. Ingersoll for \$11,000. At that time, Ingersoll was the President of the Spokane & Inland Railroad Company and chief electrical engineer for the Spokane & Inland Empire Electric Railroad Company. By 1913, Ingersoll worked for Kootenai Power Construction Company in Coeur d’Alene, Idaho, and sold the house to Dr. Charles & Edna Eikenbary. Ten years later in 1923, Henry Pierce, editor of the *Spokane Daily Chronicle*, bought the property from the Eikenbarys. Representing three generations, descendants of the Henry Pierce family continue to own the property today.

### ***HISTORICAL SIGNIFICANCE***

#### ***Category B***

Category B of the Spokane Register of Historic Places refers to “properties associated with individuals whose specific contributions to history can be identified and documented.”<sup>10</sup> The Eikenbary-Pierce House achieved a high level of significance because separate homeowners, Dr. Charles Eikenbary and Henry Pierce, associated with the founding and establishment of the Spokane Shriners Hospital for Children, lived at different times in the residence during their respective ownership tenures.

#### ***Dr. Charles F. Eikenbary (1877-1934)***

Dr. Charles F. Eikenbary’s 1934 obituary described him as a “strong factor in bringing the Shriners Hospital to Spokane.” He was hired in 1924 when the hospital opened as the first orthopedic chief surgeon for the Spokane Shriners Hospital for Crippled Children, and worked in that position until March 1926. He was “widely known throughout Spokane and the Inland Empire”<sup>11</sup> and was praised as “one of the foremost practitioners of orthopedic surgery in the Pacific Northwest.”<sup>12</sup> Born in Eaton, Ohio in 1877, Dr. Eikenbary was educated at Miami University in Oxford, Ohio, and Russ Medical College in Chicago. He practiced in New York and Chicago before coming to Spokane in 1907. He married Edna Fisher, and they had two children: daughters Calista and Edna Eikenbary. Dr. Eikenbary was a member of the Masonic Tyrian Lodge #96, and was elected President of the Spokane Board of Education. He was professionally active in the American Medical Association, Spokane County and Washington State Medical

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<sup>9</sup> Spokane County public records. Spokane County Courthouse, Spokane, WA.

<sup>10</sup> *National Register Bulletin #15*. U.S. Department of the Interior, National Park Service, Washington DC. 1995, p.14.

<sup>11</sup> “Dr. Eikenbary Death’s Victim.” *Spokesman-Review*, 1 Jan 1934

<sup>12</sup> Durham, N. W. *The History of Spokane and Spokane Country, Vol. 3*. Chicago: S.J. Clarke Publishing Co, 1912, pp 222-223



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Societies, and as a Fellow of the American College of Surgeons. Dr. Eikenbary was later hired as the chief surgeon of the Children's Orthopedic Hospital in Seattle, and achieved professional honor as a "famed surgeon...prominent in the Northwest."<sup>13</sup> While establishing his professional surgical excellence and helping to found the Spokane Shriners Hospital, Dr. Eikenbary lived in the Eikenbary House from 1913 through 1923.

***Henry A. Pierce (1882-1959)***

A man with boundless energy and a heart for children, Henry A. Pierce helped found the Shriners Hospital for Crippled Children in Spokane (now called the Spokane Shriners Hospital). He was instrumental in opening the hospital in 1924, and actively and contiguously served as the Chairman of the hospital's Board of Governors for 35 years from 1924 to his death in 1959. He hired Dr. Charles Eikenbary as the hospital's first chief orthopedic surgeon, and worked tirelessly to promote the medical facility and its mission to help any crippled child in need. Henry Pierce bought the Eikenbary-Pierce House at 1303 S. Bernard Street from Dr. Eikenbary, and lived in it for 39 years. During that time, Pierce enjoyed the zenith of his philanthropic career with the Spokane Shriners Hospital.

*In his work with the Shriners Hospital, [Henry Pierce] became acquainted with thousands of crippled youngsters, many of whom visited him after they became adults. Mr. Pierce visited the hospital nearly every day he was in the city. He knew nearly all of the crippled youngsters. Hospital officials said the children loved him.*<sup>14</sup>

A 1947 retirement article written about Henry Pierce well describes how Pierce chose to spend his "free" time.

*Retirement for him will mean a full career in an avocation to which, for the last 23 years, he has given every hour he could spare—the Shriners Hospital for Crippled Children. Pierce was instrumental in bringing the Shriners hospital to Spokane in 1924.*<sup>15</sup>

In addition to his philanthropic and civic work, Henry Pierce was steadily employed as an editor for the *Spokane Daily Chronicle* newspaper for 38 years. "In what is considered a nerve-wracking job in a nerve-wracking business, Pierce had the quality of remaining calm, efficient, yes, brilliant when big stories broke at deadline." Pierce was characterized as a "newspaperman's newspaperman" and "played a leading role in the building of the *Chronicle*."<sup>16</sup>

Henry A. Pierce was born in 1882 in East Aurora, New York, and became acquainted with Elbert Hubbard, a publisher-philosopher who gained fame during the early 1900s.

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<sup>13</sup> *Spokesman-Review*, 1 Jan 1934

<sup>14</sup> "Henry A. Pierce Taken by Attack." *Spokane Daily Chronicle*, 21 Feb 1959

<sup>15</sup> "Henry Pierce Ends Long News Chore." *Spokane Daily Chronicle*, 29 Nov 1947

<sup>16</sup> *Spokane Daily Chronicle*, 29 Nov 1947

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Perhaps influenced by Hubbard's successful publishing work, Pierce began his career as a newspaperman in Colorado, came to Spokane in 1908, and started working for the *Spokane Daily Chronicle* in 1909. He and his wife, Lillian, had a son, Henry Pierce II, and a daughter, Marion Pierce Olsen.

Henry Pierce had a keen interest in Masonic orders and freemasonry in Spokane. The Shriners Hospital was built by the Masonic Order in Spokane and is directly associated with and funded by their members. Henry Pierce achieved status in the Masonic Order as a Past Imperial Potentate of El Katif Temple of the Shrine. In Spokane, he was member of Spokane Lodge Number 34, Scottish Rite Bodies, Royal Arch Masons, Cataract Commandery, 33<sup>rd</sup> Degree Honorary Scottish Rite, Grand Order of Constantine, and Emeritus Member of Imperial Council and Royal Order of Jesters. He was initiated into the Royal Order of Scotland, founded by Robert Bruce in 1314. Pierce also served on the board of St. Joseph's Children's Home in Spokane.<sup>17</sup> Henry Pierce's many contributions to the Shriners lives on as the Spokane Shriners Hospital for Children continues to grow.

### ***ARCHITECTURAL SIGNIFICANCE***

#### ***Category C***

##### ***Craftsman Style***

The Eikenbary-Pierce House is architecturally significant under Category C as a fine example of the Craftsman style. The Craftsman style dominated designs for smaller houses built throughout America from 1900 to the late 1920s. In rebellion to previous tall, vertical Queen Anne-style examples, the Craftsman tradition espoused lower, ground-hugging, horizontal, informal homes with low-pitched roofs, open floor plans, and large, deep front porches used as outdoor living spaces. Identifying features of the Craftsman style include a horizontal emphasis to the home's massing, wide unenclosed eave overhangs, exposed roof rafters, decorative braces or brackets commonly added under gables, deep bargeboards, full-width or partial-width covered porches supported by thick square or tapered columns or pedestals, flared walls at junctures with foundations or multiple stories, combinations of clapboard-shingle-brick-stone-stucco siding arranged in horizontal bands, and the use of natural building materials such as brick, clinker brick, stone, wood, wrought iron, and brass. The Craftsman style revered unadorned, pristine, square-cut woodwork finished in the deepest ebony, burnished to a rich patina. Craftsman-style woodwork included boxed beams across ceilings, crown and floor molding, window and door surrounds, board-and-batten paneling, multi-paned windows, colonnaded half-walls, built-in bookcases-buffets-hutches-inglenook benches-linen closets, and plain square stair and porch balusters anchored by plain, square Newell posts.

Craftsman-style features and elements prominent at the Eikenbary-Pierce House include the following:

- Property's 1910 built date within the Craftsman-style period (1900-late 1920s)
- Low-pitched roof

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<sup>17</sup> *Spokane Daily Chronicle*, 21 Feb 1959

**Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE**

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- Especially wide, overhanging eaves with exposed rafter tails
- Exposed brackets and braces in gabled eaves
- Partial and full-width front and side porch, covered and supported by massive tapered porch pillars
- Multi-paned windows
- Combination of narrow-width and larger-width clapboard siding
- Wood shingles in gable peaks
- Horizontal stringcourses and water table
- Basalt rock foundation (basalt rock indigenous to Spokane area)
- Open floor plan on first floor
- Original lathe-and-plaster walls and ceilings
- Oak and maple floors
- Used-brick fireplace surround
- Glazed ceramic quarry tile hearth and floor
- Unadorned, square-cut woodwork burnished to a deep ebony color
- Ebony-finished woodwork prominent in boxed ceiling beams, floor and crown molding, window and door surrounds, interior 5-panel doors, multi-paned windows, fireplace inglenooks, half-wall colonnades, board-and-batten paneling, and numerous built-ins (staircase-balusters-Newell posts, bookcases, buffet and hutch, inglenook bench, fireplace mantels)

**Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE**

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**BIBLIOGRAPHY**

***Books, Maps, Public Records***

Durham, N. W. *History of the City of Spokane and Spokane Country, Vol. 2.* Spokane: Clarke Publishing Company, 1912.

Perrin, Natalie and Chrisanne Bechner, Lynn Mandyke. *MPD: The City of Spokane Parks and Boulevards (1891-1974).* Portland, OR: Historical Research Associates, Inc. 2015.

Phillips, Steven J. *Old House Dictionary.* Washington DC: Preservation Press, 1994.

Polk, R.L. *Spokane City Directories, 1885 to 2014.*

Sanborn Fire Insurance Maps. 1910, 1920, 1953.

Spokane City building permits. Spokane City Hall, Spokane, WA.

Spokane County public records. Spokane County Courthouse, Spokane, WA.

Thimsen, Blythe J. *Spokane's Stories.* Spokane: Up Escalator Publications, 2014.

U.S. Department of the Interior, National Park Service. "*Secretary of the Interior's Standards for Rehabilitation.*" Washington DC: Preservation Press, 1976.

***Newspaper Articles, Pamphlets, Periodicals in Chronological Order***

"\$50,000 To Masons and Hospitals." *Spokesman-Review*, 1928

"Shrine Hospital Starts Monday." *Spokesman-Review*, 30 Oct 1930

"Shriners' Hospital for Crippled Children." *Spokesman-Review*, 1933

"Spokane Shriners Will Send Large Delegation to Seattle." *Spokane Daily Chronicle*, 4 July 1936

"Dr. Eikenbary Death's Victim." *Spokesman-Review*, 1 Jan 1934, page 1

"Henry Pierce Ends Long News Chore." *Spokane Daily Chronicle*, 29 Nov 1947, page 1

"Pierce, Lillian." *Spokesman-Review*, 2 April 1958

"Shriners Tell Hospital Plan." *Spokane Daily Chronicle*, 2 Oct 1958

"Henry A. Pierce Taken by Attack." *Spokane Daily Chronicle*, 21 Feb 1959

"Shriners Hospital Celebrates 75 Years of Healing Children." June 1979

"Committed to Children: The Spokane Shriners Hospital." 1979

"The Story of Shriners Hospitals." October 1982

"Shriners: A Brotherhood of Men...Dedicated to Fun and Fellowship...but with a Serious Purpose." February 1983

"75 Years of Caring: Shriners Hospital for Children—Spokane." 1999

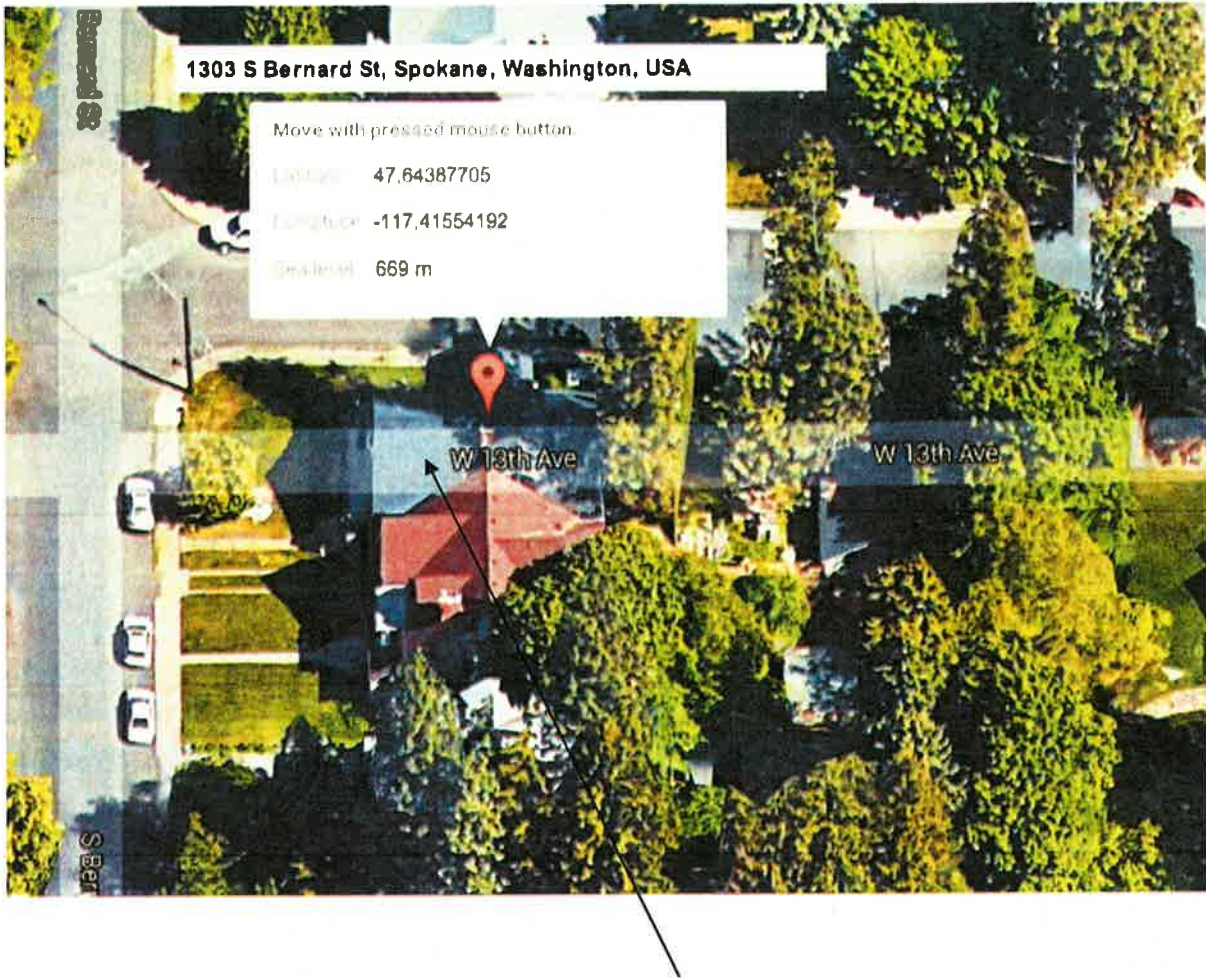
"Spokane's Shriners Hospital: A Legacy of Love and Hope." *Spokane-CDA Magazine*, April-May 2011

"This Old House." *The Inlander Magazine*, 30 April 1915

"Shriners Hospital for Children." @ *Home Newsletter*, Issue 46, Aug-Sept 2015

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EIKENBARY-PIERCE HOUSE

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*Eikenbary-Pierce House in 2015*

*Source: Google Maps*



Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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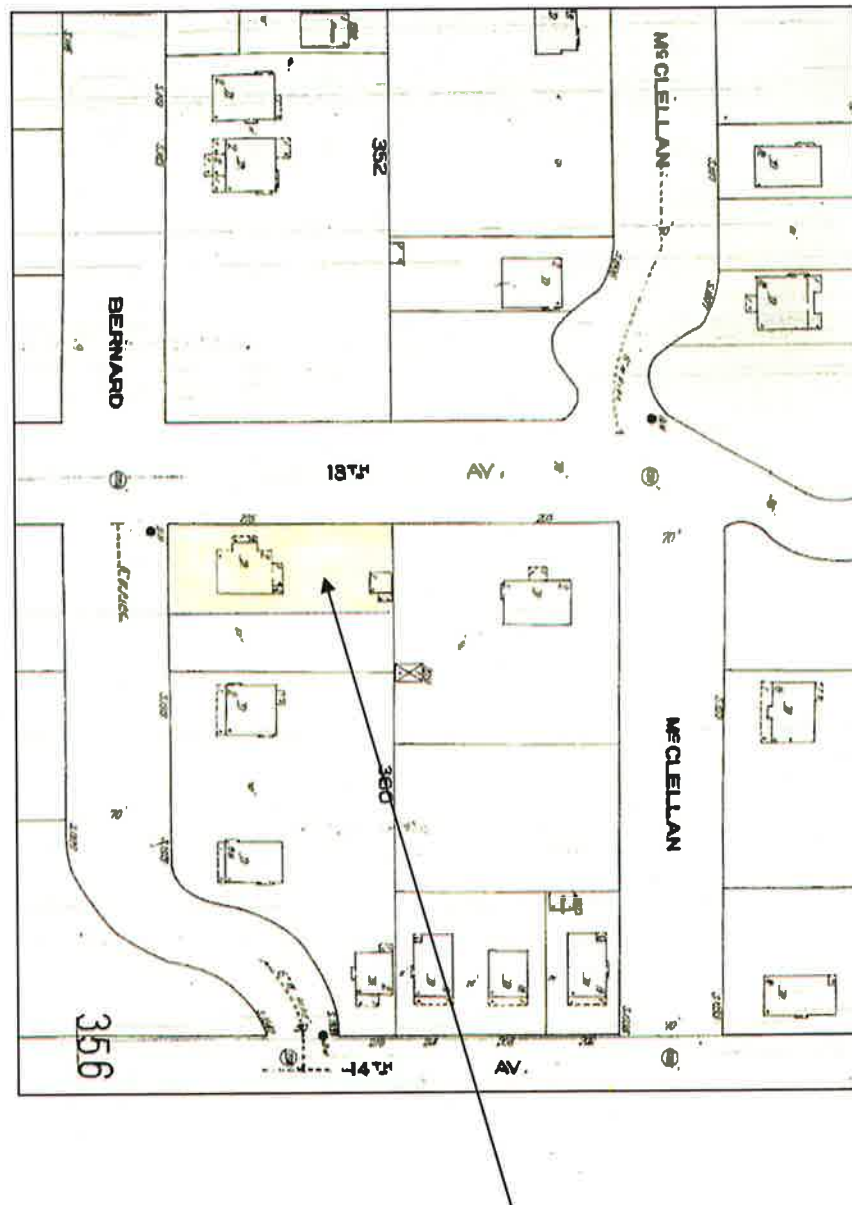


*Eikenbary-Pierce House in 2015*

*Source: Spokane County Tax Assessor  
Spokane County Courthouse, Spokane, WA*

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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*Eikenbary-Pierce House in 1910*

*Source: Sanborn Fire Insurance Map*



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BELOVED SURGEON DEAD



Dr. Charles F. Eikenbary.

## DR. EIKENBARY DEATH'S VICTIM

### Famed Surgeon Was Prominent in Northwest

An Associated Press dispatch from Seattle said that Dr. Charles F. Eikenbary died at 5 o'clock Sunday morning.

Dr. Eikenbary had been in serious condition, from pneumonia, in the Swedish hospital in Seattle for several days. Information Friday and Saturday was that he had shown slight improvement.

#### Was Prominent in Spokane.

Dr. Eikenbary, chief surgeon of the Children's Orthopedic hospital in Seattle, was widely known throughout Spokane and the Inland Empire. He served as member and was president of the Spokane school board, being virtually drafted for the office once.

Born in January, 1877, in Ohio, Dr. Eikenbary entered the Miami university at Oxford, Ohio, as a youth. He later attended Rush Medical college of Chicago. He practiced in New York and Chicago before coming to Spokane in 1907.

At one time Dr. Eikenbary was the only orthopedic specialist between Seattle and St. Paul.

Dr. Eikenbary left here seven years ago to take charge of the Children's hospital in Seattle. He was a strong factor in bringing the Shrine hospital to Spokane, and it was largely through his efforts that the Rotary club inaugurated its work for crippled children.

The late Dr. Mitchell Langworthy, carried on Dr. Eikenbary's work at the Shrine hospital, and the former was succeeded by Dr. Alfred O. Adams.

#### Also Had Fine War Record.

Dr. Eikenbary, who had an enviable war record, was discharged with rank of lieutenant colonel. He served four months as an orthopedic expert with the British government in 1917, then was transferred to France with the Second division, A. E. F. Later he served with the 80th division. He was in the engagements at Chateau Thierry, Belleau Wood, Verdun and the St. Mihiel drive. He left the army in May, 1919.

The partnership of Dr. Eikenbary and the late Dr. Langworthy, shot to death by a fanatic here, had its inception with a pact they formed overseas.

Dr. Eikenbary was a fellow of the American College of Surgeons and several other medical societies. He belonged to Phi Rho Sigma, national medical fraternity. He was a member of the Masonic order.

In addition to his widow, two daughters survive.

"Dr. Eikenbary Death's Victim." *Spokesman-Review*, 1 Jan 1934, page 1

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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***Dr. Eikenbary and friends, November 1924  
Shriners Hospital for Children***

*Courtesy Shriners Hospital, Spokane*

Spokane Daily Chronicle, Saturday, Feb. 21, 1959. 5

## Henry A. Pierce Taken by Attack

(See other obituaries, p. 11)

Henry A. Pierce, 76, chairman of the board of the Shriner's Hospital for Crippled Children and a long-time member of the Chronicle editorial department staff, died yesterday at his home, S1303 Bernard.

He was found dead last night. He apparently died yesterday morning of a heart attack, relatives said.

Mr. Pierce was a founder of the Shriner's Hospital for Crippled Children. He had served as chairman of the hospital's board since the institution was created in 1924 and had presided over a board meeting Tuesday night.

He also was a member of the national board of trustees for Shriner's hospitals and became widely known during his 13 years as a trustee.

Mr. Pierce retired as news editor of the Spokane Daily Chronicle December 1, 1947, after 38 years and nine months with the newspaper.

Born August 3, 1882, on a farm at East Aurora, N. Y., he attended schools in his home town. As a youth he became acquainted with Elbert Hubbard, a publisher-philosopher who lived in East Aurora.

He began his career as a newspaper man in 1907 at Cripple Creek, Colo. He came to Spokane in 1908 and started working for the Chronicle February 14, 1909. He was married in 1910.

### Covered Most Beats

During his more than 38 years of service with the Chronicle, Mr. Pierce covered nearly every "beat" in the city as a reporter. He was appointed city editor in 1914 and held the post more than six years. For a period, he was magazine editor. He served as news editor from 1932 until his retirement 15 years later.

In his work with the Shriner's hospital he became acquainted with thousands of crippled youngsters, many of whom visited him after they became adults.

Mr. Pierce visited the hospital nearly every day he was in the city. He knew nearly all of the crippled youngsters. Hospital officials said the children loved him.

### Honor Is Won

He was initiated into the Royal Order of Scotland last September. The order was founded by Robert Bruce in 1314 in celebration of the battle for Scottish independence in which Freemasons

played a large part. There are fewer than 1300 members in the United States.

Mr. Pierce was a member of the Spokane lodge No. 34, F&AM; Scottish Rite Bodies; Spokane chapter, Royal Arch Masons; Spokane council, R&SM; Cataract Commandery; 33d degree honorary Scottish Rite; Grand Order of Constantine; emeritus member of Imperial council and Royal Order of Jesters. He was a past potentate of El Katif temple of the Shrine.

He served for a time as a member of the board of St. Joseph's children's home.

Survivors include a son, Henry A. Jr. of Spokane; a daughter, Mrs. Wayne Olsen of Coeur d'Alene; a sister, Sadie Pierce, Centerville, N. Y., and six grandchildren.

The body is at Smith's.



"Henry A. Pierce Taken By Attack." Spokane Daily Chronicle, 21 Feb 1959



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*North façade in circa 1920s*



*North façade in 2015*

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*Northwest façade corner in 2015*



*West façade in 2015*



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EIKENBARY-PIERCE HOUSE

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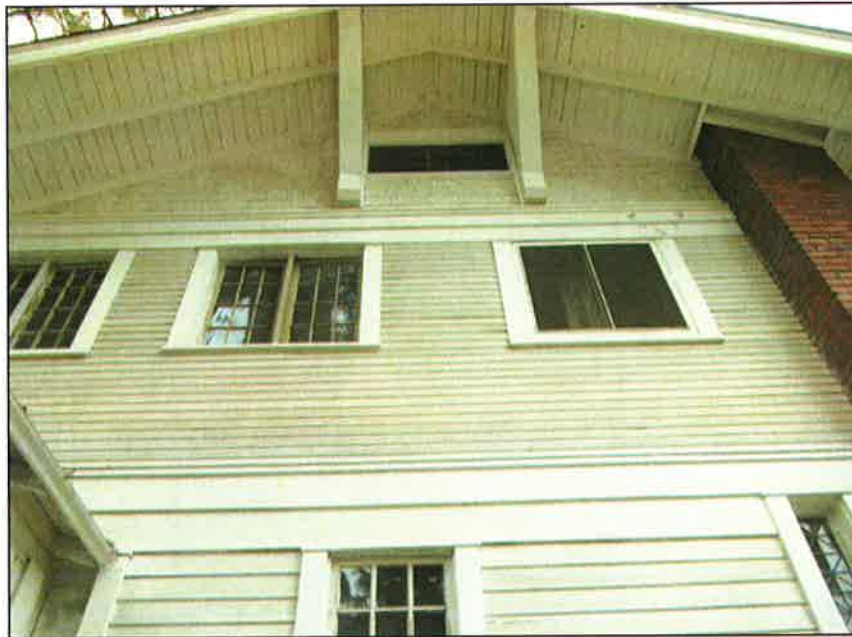
*West façade in 2015*



*East rear in 2015*

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*East rear face in 2015*



*Southwest corner of foundation in 2015*



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EIKENBARY-PIERCE HOUSE

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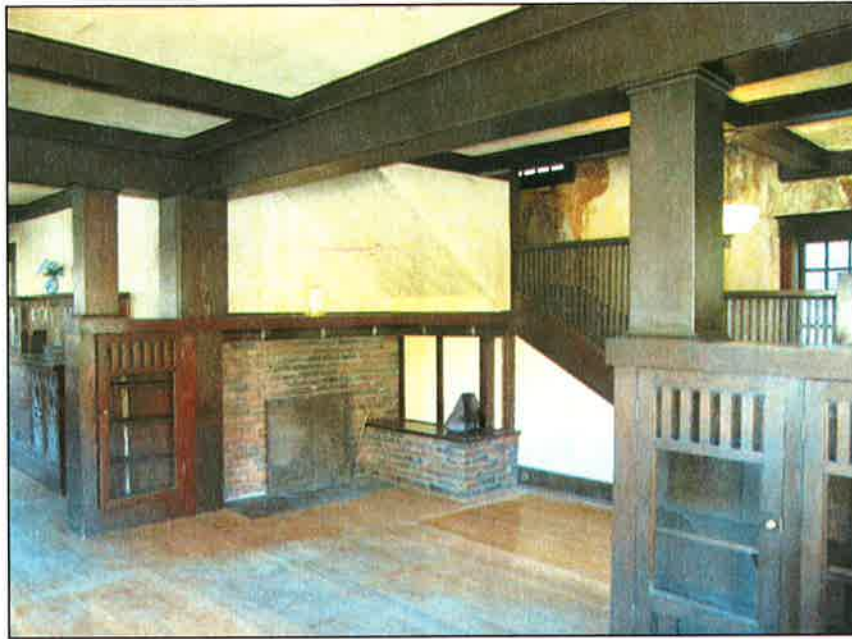
*Garage behind house in 2015*



*2015 photo of west front entry/reception hall*

Spokane City/County Register of Historic Places Nomination  
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*West front entry/reception hall fireplace inglenook and built-ins in 2015*



*Living room, doors into north entry vestibule, and fireplace inglenook, looking east in 2015*

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EIKENBARY-PIERCE HOUSE

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*Dining room, living room, and front entrance, looking west in 2015*



*Built-in dining room buffet and hutch in 2015*



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*Stickley-like dining room chandelier in 2015*



*Angled entry into north front entry vestibule.*

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***Top photo: Kitchen in 2015. Bottom photo: Second-floor hall, looking west in 2015***

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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*2<sup>nd</sup> floor bathroom built-in cabinet, looking southwest in 2015*



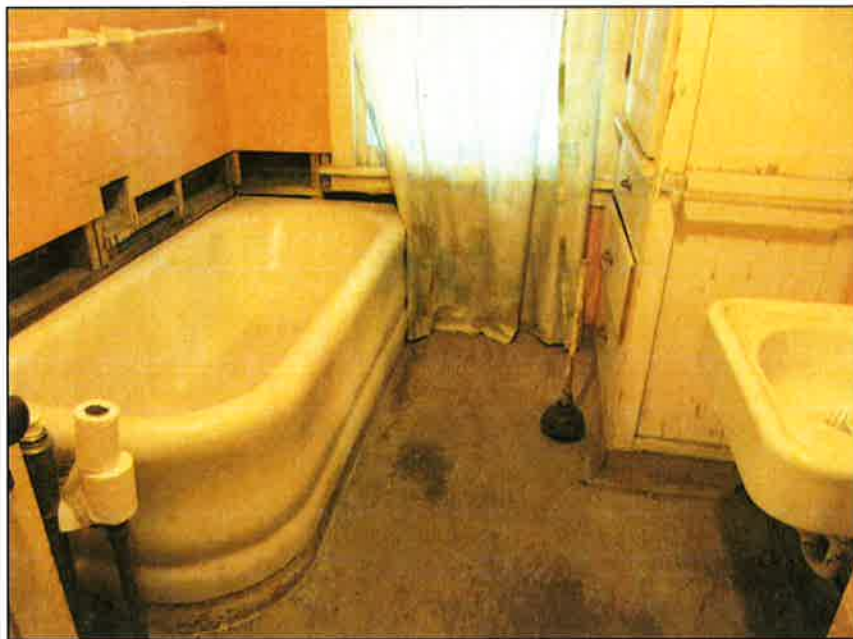
*Built-in medicine cabinet above sink in 2<sup>nd</sup> floor bathroom, looking west in 2015*

Spokane City/County Register of Historic Places Nomination  
EIKENBARY-PIERCE HOUSE

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*Porcelain wall-mounted sink, looking west in 2015*



*Circa 1910 bathtub on 2<sup>nd</sup> floor, looking south in 2015*

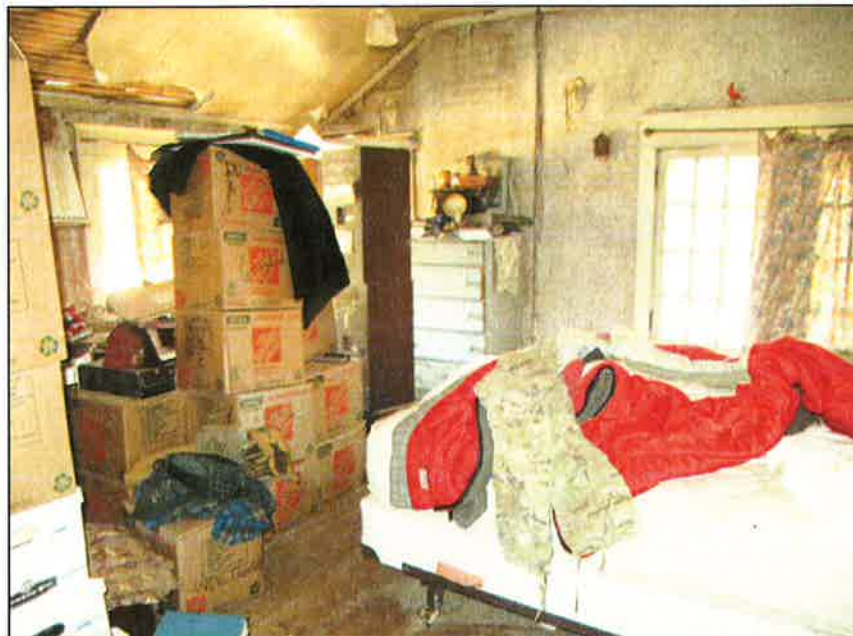


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*Second-floor hallway, looking east in 2015*



*Representative bedroom on 2<sup>nd</sup> floor, looking northeast in 2015*

Spokane City/County Register of Historic Places Nomination  
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*South end of west bedroom in 2015*



*North end of west bedroom in 2015*

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

01/25/2016

**Date Rec'd**

1/11/2016

**Clerk's File #**

OPR 2016-0033

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #****Contact Name/Phone**

DAN BULLER 625-6391

**Project #**

2016051

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

MASTER

**Agenda Item Name**

0370 - LSB CONSULTING ENGINEERS, PLLC - STRUCTURAL - FEDERAL AID PROJECTS

**Agenda Wording**

Professional Services Consultant Agreement with LSB Consulting Engineers, PLLC (Spokane, WA) for Structural On-Call Services - Federal Aid Projects for an amount not to exceed \$200,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This Agreement for Structural Design On-Call Services is for a period of two years, 2016-2017. Any extensions will be granted at the City's discretion. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual project.

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

Expense \$ 200,000.00

# Various

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

TWOHIG, KYLE

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

Public Works 11/9/15

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

WHALEY, HUNT

fperkins@spokanecity.org

**For the Mayor**

COTE, BRANDY

kkeck@spokanecity.org

**Additional Approvals**

mhughes@spokanecity.org

**Purchasing**

htrautman@spokanecity.org

laplante@lsbengineers.com

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): LSB Consulting Engineers, PLLC		
Address 523 East 3rd Avenue, Spokane, WA 99202	Federal Aid Number Various	
UBI Number 601 80 1662	Federal TIN or SSN Number 91-1834885	
Execution Date	Completion Date Dec 31, 2017	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Structural Engineering On-Call Services – Federal Aid Projects 2016-2017		
Description of Work  The scope of services may include one or more of the following structural engineering tasks on the projects listed in Exhibit A:  <ul style="list-style-type: none"> <li>•Steel design and analysis of existing structures</li> <li>•Reinforced concrete design and analysis (ex. tanks, retaining walls, MSE walls, foundations and structural members such as beams and columns)</li> <li>•CMU buildings</li> <li>•Timber design and analysis including temporary staging, shoring and forming</li> <li>•Miscellaneous – signal pole bases, anchors, mast arms, sheet piling and caissons</li> </ul>		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 200,000.00

## Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

**If to AGENCY:**

Name: Dan Buller  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd.  
City: Spokane State: WA Zip: 99201  
Email: dbuller@spokanecity.org  
Phone: 509.625.6391  
Facsimile: 509.625.6349

**If to CONSULTANT:**

Name: Randy LaPlante  
Agency: LSB Consulting Engineers, PLLC  
Address: 523 E. 3rd Ave.  
City: Spokane State: WA Zip: 99202  
Email: laplante@lsbengineers.com  
Phone: 509.323.9292  
Facsimile: 509.747.7115

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:



## **V. Payment Provisions**

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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## Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller  
Agency: City of Spokane  
Address: 808 W. Spokane Falls Blvd.  
City: Spokane State: WA Zip: 99201  
Email: dbuller@spokanecity.org  
Phone: 509.625.6391  
Facsimile: 509.625.6349

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

# **Exhibit A**

## **Scope of Work**

---

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

- Post St Bridge Deck Replacement – bridge reconstruction
- 37th Ave from Regal to East City Limits – pavement reconstruction, sidewalks, swales, etc.
- Mission Ave, Division to Hamilton – pavement rehabilitation, curb ramps, etc.
- Monroe/Lincoln Couplet - pavement reconstruction, curb ramps, etc.
- Riverside Drive – Phase II & III – road construction, sidewalks, swales, etc.
- Sprague Ave Rebuild – Sprague Corridor Investment Strategy - pavement reconstruction, curb bumpouts, stormwater separation etc.
- Sunset Blvd from Lindeke St to Royal St - pavement reconstruction, curb ramps, lane reconfiguration, stormwater upgrades etc.
- Hamilton St Corridor Enhancement Project – signal replacements and ADA compliance updates at signalized intersections
- Centennial Trail, Mission Ave Gap Phase 1 – intersection improvements at Mission at Perry including improved crosswalk with pedestrian refuge island, sidewalk reconstruction, and parking lot improvements at Mission Park
- Division St, 3rd Ave to Spokane Falls Blvd – curb bumpouts, landscaping, lighting, etc.
- Barnes Road from Phoebe to Strong Road – road construction, sidewalks, stormwater detention, etc.
- Crestline Street Lane Reduction – road restriping and ADA compliance
- Maxwell-Mission Avenue Lane Reduction - road restriping and ADA compliance
- Monroe Street Lane Reduction and Hardscape – road restriping, sidewalk widening, curb bumpouts, pedestrian refuge islands, lighting improvements, and bus stop improvements.

The exact scope and budget will be negotiated before a notice to proceed is given for each of the above listed projects. Not every project necessarily requires structural engineering services.

Agreement Number:



***Exhibit B***  
***DBE Participation***

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Agreement Number:

# ***Exhibit C***

## ***Preparation and Delivery of Electronic Engineering and Other Data***

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In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

n/a

B. Roadway Design Files

n/a

C. Computer Aided Drafting Files

n/a

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Phone or in-person consultation as necessary

E. Specify the Electronic Deliverables to Be Provided to the Agency

PDF format unless project manager requests MS-Word format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project

Agreement Number:

## II. Any Other Electronic Files to Be Provided

Varies by project

## III. Methods to Electronically Exchange Data

Email or city provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Standard Microsoft Office or PDF format

***Exhibit D***  
***Prime Consultant Cost Computations***

---

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for that project is given

Agreement Number:

## ***Exhibit E***

### ***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:



# **Exhibit F**

## **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

# ***Exhibit G***

## ***Certification Documents***

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of  
LSB Consulting Engineers, PLLC  
whose address is  
523 E. 3rd Ave., Spokane, WA 99202-1416  
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane  
and the Federal Highway Administration, U.S. Department of Transportation in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

LSB Consulting Engineers, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Spokane, and LSB Consulting Engineers, PLLC  
or its representative has not been required, directly or indirectly as an express or implied condition in connection  
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration  
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WS-DOT and LSB Consulting Engineers, PLLC  
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this  
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and  
Federal laws, both criminal and civil.

---

Signature

---

Date

Agreement Number:

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LSB Consulting Engineers, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

LSB Consulting Engineers, PLLC

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

**Exhibit G-4    Certificate of Current Cost or Pricing Data**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of this agreement \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_\*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: LSB Consulting Engineers, PLLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)  
\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.  
\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:



# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 1,500,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,500,000

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

# **Exhibit I**

## ***Alleged Consultant Design Error Procedures***

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The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



# Agenda Sheet for City Council Meeting of: 01/25/2016

<b>Date Rec'd</b>	1/12/2016
<b>Clerk's File #</b>	PRO 2016-0006
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2015079
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	BT
<b>Agenda Item Name</b>	0370 - LOW BID AWARD - 25TH AVENUE - T. LARIVIERE EQUIPMENT &		

## Agenda Wording

Low Bid of T. LaRiviere Equipment & Excavation, Inc. (Athol, ID) for 25th Ave. from Southeast Blvd. to 230 feet east of Lacey Ct. - \$349,135.25. An admin reserve of \$34,913.53 which is 10% of the contract price will be set aside. (Lincoln Heights)

## Summary (Background)

On January 11, 2016 bids were opened for the above project. The low bid was from T. LaRiviere Equipment & Excavation, Inc. in the amount of \$349,135.25, which is \$25,952.75 or 6.92% under the Engineer's Estimate; seven other bids were received as follows: William Winkler Company - \$356,746.25, Shamrock Paving, Inc. - \$368,934.00, Halme Construction, Inc. - \$374,532.70, Inland Asphalt Company - \$388,388.00, Sandry Construction Company, Inc. - \$394,927.75,

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 384,048.78	#	3404 49743 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	Public Works 11/23/15
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	fperkins@spokanecity.org	
<b>For the Mayor</b>	COTE, BRANDY	kbustos@spokanecity.org	
<b>Additional Approvals</b>		kkeck@spokanecity.org	
<b>Purchasing</b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	



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

**Agenda Wording**

**Summary (Background)**

Red Diamond Construction, Inc. - \$398,751.37 and Poe Asphalt Paving, Inc. - \$410,651.63.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
Select	\$		#
<b><u>Distribution List</u></b>			



**BRIEFING PAPER**  
**Public Works Committee**  
**Engineering Services**  
**November 23, 2015**

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**Subject:**

25th Avenue from Southeast Boulevard to 230 feet east of Lacey Court (2015079)

**Background:**

25th Avenue from Southeast Boulevard east to Rockwood Retirement Center will be repaved in the early summer of 2016. This project was added by the CSAC as one of the final projects paid for primarily by the 2004 street bond and is being coordinated with the new Rockwood Tower currently under construction. The retirement center will contribute \$80,000 to project construction, primarily for pedestrian improvements.

**Public Impact:**

Construction will begin when the new Rockwood Tower is complete since 25th Avenue is currently subject to heavy construction vehicle traffic and is used for parking by people working on the new tower.

Once 25th Avenue construction begins, residents will be directed to access this retirement community via Ray Street.

**Action:**

Information is provided for Council consideration. The agreement with Rockwood Retirement Center for partial project reimbursement and a recommendation for award once the project is bid will be forwarded for Council consideration, likely in early January.

**Funding**

This project is being paid primarily with 2004 street bond funds as well as the \$80,000 contribution from Rockwood Retirement Center.

**Attachments**

Project location map.



Project limits

New tower under construction

Existing Rockwood tower

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

**Project Number:** 2015079

**Project Description** 25th Ave. from SE Blvd to 230ft. E of Lacey Ct.

**Original Date** 9/2/2015 12:39:37 PM

**Funding Source** Local

**Update Date** 1/11/2016 2:26:15 PM

**Preparer** Mark Melnick

**Addendum**

Project Number: 2015079			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		William Winkler Company		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	600.00	*****	1,000.00	*****	1,800.00	*****	500.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	400.00	800.00	1,000.00	2,000.00	900.00	1,800.00	1,250.00	2,500.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,200.00	*****	1,350.00	*****	750.00
105	MOBILIZATION	1 LS	*****	24,600.00	*****	30,000.00	*****	27,250.00	*****	35,500.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	6,000.00	*****	5,000.00	*****	4,500.00	*****	19,000.00
107	SPECIAL SIGNS	60 SF	20.00	1,200.00	15.00	900.00	9.75	585.00	23.00	1,380.00
108	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	3,500.00	*****	6,000.00	*****	6,000.00
109	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,700.00	*****	1,500.00	*****	1,800.00	*****	2,500.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,500.00	*****	3,500.00	*****	1,850.00	*****	4,500.00
111	REMOVE EXISTING CURB	500 LF	5.00	2,500.00	14.00	7,000.00	3.50	1,750.00	12.00	6,000.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	160 SY	15.00	2,400.00	15.00	2,400.00	10.25	1,640.00	25.00	4,000.00
113	SAWCUTTING CURB	30 EA	40.00	1,200.00	35.00	1,050.00	27.00	810.00	23.00	690.00
114	SAWCUTTING RIGID PAVEMENT	85 LFI	2.00	170.00	1.25	106.25	2.50	212.50	2.00	170.00

<b>Project Number: 2015079</b>			<b>Engineer's Estimate</b>		T LaRiviere Equipment & Excavation Inc		William Winkler Company		Shamrock Paving Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

115	SAWCUTTING FLEXIBLE PAVEMENT	260 LFI	2.00	520.00	0.65	169.00	1.25	325.00	1.00	260.00
116	REMOVE EXISTING GUARDRAIL	275 LF	14.00	3,850.00	9.00	2,475.00	6.00	1,650.00	6.00	1,650.00
117	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	400.00	800.00	350.00	700.00	400.00	800.00	650.00	1,300.00
118	ROADWAY EXCAVATION INCL. HAUL	1865 CY	20.00	37,300.00	15.00	27,975.00	26.25	48,956.25	17.00	31,705.00
119	PREPARATION OF UNTREATED ROADWAY	6700 SY	3.00	20,100.00	1.45	9,715.00	1.00	6,700.00	1.20	8,040.00
120	CRUSHED SURFACING TOP COURSE	395 CY	40.00	15,800.00	35.00	13,825.00	27.00	10,665.00	40.00	15,800.00
121	CRUSHED SURFACING BASE COURSE	785 CY	40.00	31,400.00	35.00	27,475.00	42.00	32,970.00	35.00	27,475.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	75 CY	44.00	3,300.00	50.00	3,750.00	58.00	4,350.00	75.00	5,625.00
123	HMA CL. 1/2 IN. PG 64-28 4 Inch Thick	6900 SY	19.00	131,100.00	18.50	127,650.00	17.50	120,750.00	16.05	110,745.00
124	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
125	COMPACTION PRICE ADJUSTMENT	1 EST	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00
126	CEMENT CONCRETE CURB WALL	25 LF	35.00	875.00	35.00	875.00	31.00	775.00	33.00	825.00
127	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN ASPHALT	19 EA	350.00	6,650.00	300.00	5,700.00	140.00	2,660.00	350.00	6,650.00
128	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN CONCRETE	3 EA	300.00	900.00	300.00	900.00	200.00	600.00	325.00	975.00
129	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	500.00	3,000.00	550.00	3,300.00	260.00	1,560.00	650.00	3,900.00
130	CATCH BASIN TYPE 3	2 EA	2,100.00	4,200.00	1,800.00	3,600.00	2,200.00	4,400.00	3,200.00	6,400.00
131	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	450.00	900.00	225.00	450.00	700.00	1,400.00	600.00	1,200.00

<b>Project Number: 2015079</b>			<b>Engineer's Estimate</b>		T LaRiviere Equipment & Excavation Inc		William Winkler Company		Shamrock Paving Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

132	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	225.00	450.00	500.00	1,000.00	325.00	650.00
133	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	12 CY	75.00	900.00	125.00	1,500.00	78.00	936.00	175.00	2,100.00
134	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	1,500.00	*****	100.00	*****	500.00
135	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	50 LF	60.00	3,000.00	65.00	3,250.00	105.00	5,250.00	85.00	4,250.00
136	ESC LEAD	1 LS	*****	1,000.00	*****	500.00	*****	1,500.00	*****	800.00
137	INLET PROTECTION	3 EA	60.00	180.00	100.00	300.00	125.00	375.00	82.00	246.00
138	TOPSOIL TYPE A, 2 INCH THICK	135 SY	8.00	1,080.00	15.00	2,025.00	7.50	1,012.50	11.00	1,485.00
139	SOD INSTALLATION	125 SY	18.00	2,250.00	15.00	1,875.00	14.00	1,750.00	12.00	1,500.00
140	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	3,200.00	*****	2,000.00	*****	3,000.00
141	2 IN. PVC IRRIGATION SLEEVE	10 LF	10.00	100.00	9.00	90.00	25.00	250.00	11.00	110.00
142	CEMENT CONCRETE CURB	235 LF	22.00	5,170.00	18.00	4,230.00	22.00	5,170.00	18.50	4,347.50
143	CEMENT CONC. CURB AND GUTTER	315 LF	25.00	7,875.00	26.00	8,190.00	29.00	9,135.00	26.50	8,347.50
144	CEMENT CONCRETE DRIVEWAY	80 SY	40.00	3,200.00	42.00	3,360.00	60.00	4,800.00	45.00	3,600.00
145	CEMENT CONCRETE DRIVEWAY TRANSITION	20 SY	40.00	800.00	40.00	800.00	46.00	920.00	42.00	840.00
146	MONUMENT FRAME AND COVER	2 EA	400.00	800.00	350.00	700.00	600.00	1,200.00	400.00	800.00
147	CEMENT CONC. SIDEWALK	660 SY	40.00	26,400.00	33.00	21,780.00	37.50	24,750.00	36.00	23,760.00
148	RAMP DETECTABLE WARNING	96 SF	21.00	2,016.00	20.00	1,920.00	20.00	1,920.00	22.00	2,112.00
149	REINSTALL MAILBOX	1 EA	360.00	360.00	250.00	250.00	165.00	165.00	300.00	300.00
150	SIGNING, PERMANENT	1 LS	*****	1,400.00	*****	1,500.00	*****	1,550.00	*****	1,200.00



<i>Project Number:</i> <b>2015079</b>			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc		William Winkler Company		Shamrock Paving Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
151	PAVEMENT MARKING - DURABLE HEAT APPLIED	27 SF	10.00	270.00	14.00	378.00	16.00	432.00	12.00	324.00
<i>Schedule Totals</i>				375,088.00		349,135.25		356,746.25		368,934.00

<i>Project Number:</i> <b>2015079</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Inland Asphalt Company		Sandry Constsruction Company Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

***Schedule Description***

***Tax Classification***

***Schedule 01***

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	*****	600.00	*****	580.00	*****	500.00	*****	250.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	400.00	800.00	596.00	1,192.00	475.00	950.00	500.00	1,000.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,700.00	*****	2,110.00	*****	1,750.00
105	MOBILIZATION	1 LS	*****	24,600.00	*****	37,000.00	*****	41,635.00	*****	18,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	6,000.00	*****	10,500.00	*****	29,000.00	*****	5,300.00
107	SPECIAL SIGNS	60 SF	20.00	1,200.00	10.60	636.00	10.65	639.00	17.00	1,020.00
108	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	5,000.00	*****	3,700.00	*****	6,800.00
109	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,700.00	*****	775.00	*****	1,590.00	*****	5,600.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,500.00	*****	6,000.00	*****	3,700.00	*****	8,600.00
111	REMOVE EXISTING CURB	500 LF	5.00	2,500.00	2.80	1,400.00	11.60	5,800.00	5.50	2,750.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	160 SY	15.00	2,400.00	5.60	896.00	15.75	2,520.00	25.75	4,120.00
113	SAWCUTTING CURB	30 EA	40.00	1,200.00	27.00	810.00	22.00	660.00	23.00	690.00
114	SAWCUTTING RIGID PAVEMENT	85 LFI	2.00	170.00	0.67	56.95	1.20	102.00	2.50	212.50
115	SAWCUTTING FLEXIBLE PAVEMENT	260 LFI	2.00	520.00	0.25	65.00	0.30	78.00	2.50	650.00
116	REMOVE EXISTING GUARDRAIL	275 LF	14.00	3,850.00	4.50	1,237.50	5.50	1,512.50	7.50	2,062.50
117	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	400.00	800.00	280.00	560.00	400.00	800.00	825.00	1,650.00
118	ROADWAY EXCAVATION INCL. HAUL	1865 CY	20.00	37,300.00	9.20	17,158.00	12.75	23,778.75	23.50	43,827.50
119	PREPARATION OF UNTREATED ROADWAY	6700 SY	3.00	20,100.00	0.95	6,365.00	1.80	12,060.00	2.00	13,400.00



<i>Project Number:</i> <b>2015079</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Inland Asphalt Company		Sandry Constsruction Company Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

***Schedule Description***

***Tax Classification***

***Schedule 01***

Sales tax shall be included in unit prices

120	CRUSHED SURFACING TOP COURSE	395 CY	40.00	15,800.00	43.00	16,985.00	44.60	17,617.00	39.50	15,602.50
121	CRUSHED SURFACING BASE COURSE	785 CY	40.00	31,400.00	38.00	29,830.00	43.00	33,755.00	29.50	23,157.50
122	CSTC FOR SIDEWALK AND DRIVEWAYS	75 CY	44.00	3,300.00	88.00	6,600.00	35.00	2,625.00	77.50	5,812.50
123	HMA CL. 1/2 IN. PG 64-28 4 Inch Thick	6900 SY	19.00	131,100.00	18.00	124,200.00	18.25	125,925.00	21.00	144,900.00
124	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
125	COMPACTION PRICE ADJUSTMENT	1 EST	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00
126	CEMENT CONCRETE CURB WALL	25 LF	35.00	875.00	99.00	2,475.00	52.50	1,312.50	55.25	1,381.25
127	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN ASPHALT	19 EA	350.00	6,650.00	178.00	3,382.00	316.00	6,004.00	159.00	3,021.00
128	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN CONCRETE	3 EA	300.00	900.00	178.00	534.00	316.00	948.00	260.00	780.00
129	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	500.00	3,000.00	445.00	2,670.00	580.00	3,480.00	415.00	2,490.00
130	CATCH BASIN TYPE 3	2 EA	2,100.00	4,200.00	4,100.00	8,200.00	1,900.00	3,800.00	4,115.00	8,230.00
131	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	450.00	900.00	310.00	620.00	245.00	490.00	350.00	700.00
132	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	111.00	222.00	240.00	480.00	500.00	1,000.00
133	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	12 CY	75.00	900.00	100.00	1,200.00	132.00	1,584.00	300.00	3,600.00
134	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	5,000.00	*****	1,265.00	*****	920.00
135	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	50 LF	60.00	3,000.00	65.00	3,250.00	70.00	3,500.00	90.50	4,525.00
136	ESC LEAD	1 LS	*****	1,000.00	*****	333.00	*****	340.00	*****	2,700.00

<b>Project Number: 2015079</b>			<b>Engineer's Estimate</b>		Halme Construction Inc		Inland Asphalt Company		Sandry Constsruction Company Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

137	INLET PROTECTION	3 EA	60.00	180.00	68.00	204.00	100.00	300.00	150.00	450.00
138	TOPSOIL TYPE A, 2 INCH THICK	135 SY	8.00	1,080.00	13.25	1,788.75	6.90	931.50	11.50	1,552.50
139	SOD INSTALLATION	125 SY	18.00	2,250.00	15.00	1,875.00	9.00	1,125.00	12.75	1,593.75
140	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	3,710.00	*****	1,800.00	*****	3,300.00
141	2 IN. PVC IRRIGATION SLEEVE	10 LF	10.00	100.00	13.25	132.50	10.00	100.00	11.50	115.00
142	CEMENT CONCRETE CURB	235 LF	22.00	5,170.00	29.00	6,815.00	20.00	4,700.00	19.75	4,641.25
143	CEMENT CONC. CURB AND GUTTER	315 LF	25.00	7,875.00	34.00	10,710.00	29.30	9,229.50	23.00	7,245.00
144	CEMENT CONCRETE DRIVEWAY	80 SY	40.00	3,200.00	65.00	5,200.00	52.20	4,176.00	51.75	4,140.00
145	CEMENT CONCRETE DRIVEWAY TRANSITION	20 SY	40.00	800.00	55.50	1,110.00	52.75	1,055.00	46.00	920.00
146	MONUMENT FRAME AND COVER	2 EA	400.00	800.00	377.00	754.00	375.00	750.00	450.00	900.00
147	CEMENT CONC. SIDEWALK	660 SY	40.00	26,400.00	55.00	36,300.00	35.50	23,430.00	40.25	26,565.00
148	RAMP DETECTABLE WARNING	96 SF	21.00	2,016.00	27.00	2,592.00	22.25	2,136.00	24.25	2,328.00
149	REINSTALL MAILBOX	1 EA	360.00	360.00	255.00	255.00	255.00	255.00	275.00	275.00
150	SIGNING, PERMANENT	1 LS	*****	1,400.00	*****	1,600.00	*****	1,200.00	*****	1,400.00
151	PAVEMENT MARKING - DURABLE HEAT APPLIED	27 SF	10.00	270.00	16.00	432.00	11.75	317.25	14.00	378.00
<b>Schedule Totals</b>				375,088.00		374,532.70		388,388.00		394,927.75

<i>Project Number:</i> <b>2015079</b>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Poe Asphalt Paving			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	600.00	*****	650.00	*****	500.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	400.00	800.00	600.00	1,200.00	486.00	972.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	1,600.00	*****	2,160.00	*****	0.00
105	MOBILIZATION	1 LS	*****	24,600.00	*****	75,000.00	*****	52,609.17	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	6,000.00	*****	10,500.00	*****	27,626.40	*****	0.00
107	SPECIAL SIGNS	60 SF	20.00	1,200.00	12.00	720.00	10.80	648.00	0.00	0.00
108	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	2,850.00	*****	3,780.00	*****	0.00
109	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,700.00	*****	450.00	*****	2,700.00	*****	0.00
110	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,500.00	*****	1,800.00	*****	3,780.00	*****	0.00
111	REMOVE EXISTING CURB	500 LF	5.00	2,500.00	9.00	4,500.00	16.20	8,100.00	0.00	0.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	160 SY	15.00	2,400.00	11.00	1,760.00	12.96	2,073.60	0.00	0.00
113	SAWCUTTING CURB	30 EA	40.00	1,200.00	40.00	1,200.00	43.20	1,296.00	0.00	0.00
114	SAWCUTTING RIGID PAVEMENT	85 LFI	2.00	170.00	2.00	170.00	1.08	91.80	0.00	0.00
115	SAWCUTTING FLEXIBLE PAVEMENT	260 LFI	2.00	520.00	1.00	260.00	0.81	210.60	0.00	0.00
116	REMOVE EXISTING GUARDRAIL	275 LF	14.00	3,850.00	10.00	2,750.00	5.40	1,485.00	0.00	0.00
117	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2 EA	400.00	800.00	350.00	700.00	378.00	756.00	0.00	0.00
118	ROADWAY EXCAVATION INCL. HAUL	1865 CY	20.00	37,300.00	14.00	26,110.00	22.61	42,167.65	0.00	0.00
119	PREPARATION OF UNTREATED ROADWAY	6700 SY	3.00	20,100.00	1.35	9,045.00	1.57	10,519.00	0.00	0.00

<b>Project Number: 2015079</b>			<b>Engineer's Estimate</b>		Red Diamond Construction Inc		Poe Asphalt Paving			
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Sales tax shall be included in unit prices

120	CRUSHED SURFACING TOP COURSE	395 CY	40.00	15,800.00	45.00	17,775.00	50.31	19,872.45	0.00	0.00
121	CRUSHED SURFACING BASE COURSE	785 CY	40.00	31,400.00	43.00	33,755.00	46.28	36,329.80	0.00	0.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	75 CY	44.00	3,300.00	50.00	3,750.00	47.14	3,535.50	0.00	0.00
123	HMA CL. 1/2 IN. PG 64-28 4 Inch Thick	6900 SY	19.00	131,100.00	18.00	124,200.00	16.35	112,815.00	0.00	0.00
124	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
125	COMPACTION PRICE ADJUSTMENT	1 EST	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	2,622.00	0.00	0.00
126	CEMENT CONCRETE CURB WALL	25 LF	35.00	875.00	60.00	1,500.00	74.52	1,863.00	0.00	0.00
127	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN ASPHALT	19 EA	350.00	6,650.00	400.00	7,600.00	324.00	6,156.00	0.00	0.00
128	ADJUSTING EXISTING VALVE BOX, MONUMENT, OR CLEANOUT IN CONCRETE	3 EA	300.00	900.00	400.00	1,200.00	324.00	972.00	0.00	0.00
129	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	500.00	3,000.00	580.00	3,480.00	594.00	3,564.00	0.00	0.00
130	CATCH BASIN TYPE 3	2 EA	2,100.00	4,200.00	2,700.00	5,400.00	1,944.00	3,888.00	0.00	0.00
131	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	450.00	900.00	300.00	600.00	243.00	486.00	0.00	0.00
132	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	300.00	600.00	243.00	486.00	0.00	0.00
133	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	12 CY	75.00	900.00	0.01	0.12	135.00	1,620.00	0.00	0.00
134	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	500.00	*****	1,620.00	*****	0.00
135	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	50 LF	60.00	3,000.00	50.00	2,500.00	70.20	3,510.00	0.00	0.00
136	ESC LEAD	1 LS	*****	1,000.00	*****	475.00	*****	540.00	*****	0.00

<i>Project Number: 2015079</i>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Poe Asphalt Paving			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
137	INLET PROTECTION	3 EA	60.00	180.00	75.00	225.00	102.60	307.80	0.00	0.00
138	TOPSOIL TYPE A, 2 INCH THICK	135 SY	8.00	1,080.00	11.00	1,485.00	10.80	1,458.00	0.00	0.00
139	SOD INSTALLATION	125 SY	18.00	2,250.00	12.00	1,500.00	11.88	1,485.00	0.00	0.00
140	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	1,250.00	*****	3,024.00	*****	0.00
141	2 IN. PVC IRRIGATION SLEEVE	10 LF	10.00	100.00	7.00	70.00	10.80	108.00	0.00	0.00
142	CEMENT CONCRETE CURB	235 LF	22.00	5,170.00	10.25	2,408.75	17.28	4,060.80	0.00	0.00
143	CEMENT CONC. CURB AND GUTTER	315 LF	25.00	7,875.00	31.50	9,922.50	21.06	6,633.90	0.00	0.00
144	CEMENT CONCRETE DRIVEWAY	80 SY	40.00	3,200.00	54.00	4,320.00	43.69	3,495.20	0.00	0.00
145	CEMENT CONCRETE DRIVEWAY TRANSITION	20 SY	40.00	800.00	60.00	1,200.00	35.48	709.60	0.00	0.00
146	MONUMENT FRAME AND COVER	2 EA	400.00	800.00	350.00	700.00	378.00	756.00	0.00	0.00
147	CEMENT CONC. SIDEWALK	660 SY	40.00	26,400.00	37.00	24,420.00	35.48	23,416.80	0.00	0.00
148	RAMP DETECTABLE WARNING	96 SF	21.00	2,016.00	24.00	2,304.00	21.60	2,073.60	0.00	0.00
149	REINSTALL MAILBOX	1 EA	360.00	360.00	200.00	200.00	259.20	259.20	0.00	0.00
150	SIGNING, PERMANENT	1 LS	*****	1,400.00	*****	1,200.00	*****	1,188.00	*****	0.00
151	PAVEMENT MARKING - DURABLE HEAT APPLIED	27 SF	10.00	270.00	12.00	324.00	11.88	320.76	0.00	0.00
<i>Schedule Totals</i>				375,088.00		398,751.37		410,651.63		0.00

*Project Number*                    *2015079*                    *25th Ave. from SE Blvd to 230ft. E of Lacey Ct.*

	<i>SCHEDULE SUMMARY</i>								
	<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>
<i>Engineer's Est</i>	375,088.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	375,088.00
T LaRiviere Equipment	349,135.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349,135.25
William Winkler Compa	356,746.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356,746.25
Shamrock Paving Inc	368,934.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	368,934.00
Halme Construction Inc	374,532.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374,532.70
Inland Asphalt Compan	388,388.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	388,388.00
Sandry Construction	394,927.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	394,927.75
Red Diamond Construc	398,751.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	398,751.37
Poe Asphalt Paving	410,651.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	410,651.63

*Low Bid Contractor:*    T LaRiviere Equipment & Excavation Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$349,135.25	\$375,088.00	6.92	% Under Estimate
<i>Bid Totals</i>	\$349,135.25	\$375,088.00	6.92	% Under Estimate



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/11/2016
<b>Clerk's File #</b>	OPR 2014-0883
<b>Renews #</b>	

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

**Agenda Wording**

Extension to Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for Scaffolding Services for the WTE Facility through January 31, ,2016. No additional cost.

**Summary (Background)**

On November 23, 2015, Council approved an Amendment to the Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA , for expenditures for the Scaffolding Services for the WTE Facility outage scheduled to for December 2015. The maintenance outage on the 2nd boiler unexpectedly had to be rescheduled for January. This extension will allow for the scaffolding to be installed and the maintenance to be completed

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CONKLIN, CHUCK	<b>Study Session</b>	PWC 1/11/2015
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	ttauscher@spokanecity.org	
<b>For the Mayor</b>	COTE, BRANDY	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			



**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**September 14, 2015**

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**Subject**

Extension to Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for Scaffolding Services for the WTE Facility through January 31, 2016. No additional cost.

**Background**

On November 23, 2015, Council approved an Amendment to the Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for expenditures for the Scaffolding Services for the WTE Facility outage scheduled to for December 2015.

The maintenance outage on the 2<sup>nd</sup> boiler unexpectedly had to be rescheduled for January. This extension will allow for the scaffolding to be installed and the maintenance to be completed

**Impact**

Scaffolding Services are required for the safe performance of the work required during scheduled and unscheduled maintenance outages.

**Action**

Recommend approval of this extension

**Funding**

Funding will be carried over from the 2015 operation and maintenance budget for the WTE.

Contract not available at time of Packet creation.

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

01/25/2016

**Date Rec'd**

1/11/2016

**Clerk's File #**

OPR 2015-0260

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHUCK 625-6524

**Project #****Contact E-Mail**

CCONKLIN@SPOKANECITY.ORG

**Bid #**

RFP #4116-15

**Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

4490 EXTENSION OF CONTRACT FOR BOILER MAINTENANCE SERVICES

**Agenda Wording**

Extension of Contract with Helfrich Brothers Boiler Works Inc., Lawrence, MA, for Boilermaker Services for the Waste to Energy (WTE) Facility for scheduled and unscheduled outages through January 31, 2016. No additional cost.

**Summary (Background)**

The WTE began a routine, scheduled maintenance outage on November 30, 2015. Due to a forced extended outage of the first boiler, the maintenance of the 2nd boiler was not completed in December, 2015, and rescheduled for January 4, 2016. Additional scheduled boilermaker services will be under any subsequent contract after a new request for proposals has been issued.

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

CONKLIN, CHUCK

**Study Session**

PWC 01/11/2015

**Division Director**

ROMERO, RICK

**Other****Finance**

KECK, KATHLEEN

**Distribution List****Legal**

WHALEY, HUNT

ttauscher@spokanecity.org

**For the Mayor**

COTE, BRANDY

jsalstrom@spokanecity.org

**Additional Approvals****Purchasing**

WAHL, CONNIE

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**November 9, 2015**

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**Subject**

Extension of Contract with Helfrich Brothers Boiler Works Inc., Lawrence, MA, for Boilermaker Services for the Waste to Energy (WTE) Facility for scheduled and unscheduled outages through January 31, 2016. No additional cost.

**Background**

The WTE began a routine, scheduled maintenance outage on November 30, 2015. Due to a forced extended outage of the first boiler, the maintenance of the 2<sup>nd</sup> boiler was not completed in December, 2015, and rescheduled for January 4, 2016.

Additional scheduled boilermaker services will be under any subsequent contract after a new request for proposals has been issued.

**Impact**

This contract extension will allow the needed maintenance to be completed

**Action**

Recommend approval.

**Funding**

Funding is included in the 2016 operations and maintenance budget for the WTE.

Contract not available at time of Packet creation.



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/12/2016
<b>Clerk's File #</b>	OPR 2015-0095
<b>Renews #</b>	

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CHUCK 625-6524	<b>Project #</b>	
<b>Contact E-Mail</b>	CCONKLIN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 16439
<b>Agenda Item Name</b>	4490-EXTENSION AND AMENDMENT TO CONTRACT WITH ONLINE CLEANING		

**Agenda Wording**

Extension and amendment to contract with Online Cleaning Services, of Marysville, CA, for Boiler Blast Cleaning Services at the Waste to Energy Facility, through December 31, 2016. \$213,313.50.

**Summary (Background)**

Prior to maintenance outages, blasting is done in the boilers to help facilitate cleaning and repairs. Additional on-line blast cleaning may be required for the boilers or the expeller dropchute. The term of the original contract was through 2015 with 4 additional one-year extensions. This is the first extension. The contract will also be amended for completion of December 2015 maintenance for the 2nd boiler, that due to an extended forced outage had to be postponed to January 2016.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 213,313.50	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CONKLIN, CHUCK	<b>Study Session</b>	PWC 1/11/2015
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	ttauscher@spokanecity.org	
<b>For the Mayor</b>	COTE, BRANDY	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**January 26, 2015**

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**Subject**

Extension and amendment to contract with Online Cleaning Services, of Marysville, CA, for Boiler Blast Cleaning Services at the Waste to Energy Facility, through December 31, 2016. \$213,313.50.

**Background**

Prior to maintenance outages blasting is done in the boilers to facilitate more efficient cleaning and repairs during the outages. Additional on-line blast cleaning may be required for the boilers or the expeller dropchute.

These blastings involve the use of explosives which can only be used by specially trained personnel. To secure these services an RFP was issued. Three responses to RFP #4062-14 were received on October 20, 2014; Precision Blasting, Inc. of Flatwoods, KY; Blasting Solutions, Inc. of Syracuse, UT, and Online Cleaning Services, of Marysville, CA. After review of the proposals Online Cleaning Services was determined to be the most qualified and lowest cost proposer.

The term of the original contract was through 2015 with 4 additional one-year extensions. This is the first of those extensions.

The contract will also be amended to include the completion of December 2015 maintenance for the 2<sup>nd</sup> boiler, that due to an extended forced outage of the first boiler had to be postponed until January 2016.

**Impact**

Blasting prior to a maintenance outage allows for more efficient cleaning and inspection of the boilers during the outage. This allows for easier identification of areas needing repair, more efficient repairs, and consequently more efficient operation.

**Action**

Recommend approval of this extension/amendment.

**Funding**

Funding for the extension is included in the 2016 operation and maintenance budget. Funding for the amendment will be carried over from the 2015 budget.



Contract not available at time of Packet creation.



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/12/2016
<b>Clerk's File #</b>	OPR 2015-0097
<b>Renews #</b>	

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	CHUCK 625-6524	<b>Project #</b>	
<b>Contact E-Mail</b>	CCONKLIN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 16437
<b>Agenda Item Name</b>	4490-EXTENSION AND AMENDMENT OF CONTRACT WITH ZAMPELL		

**Agenda Wording**

Extension and amendment of contract with Zampell Refractories, Inc., Newburyport, MA, for refractory installation and sandblasting services at the Waste to Energy Facility to December 31, 2016. \$640,000.00

**Summary (Background)**

During scheduled maintenance outages, sandblasting, refractory demolition, tile installation, and miscellaneous anchor welding must be performed. The term of the original contract was through 2015 with 4 one-year extensions. This is the first of those extensions. An extended forced outage of the first boiler in December 2015 did not allow for completion and was rescheduled to January 2016. The amendment to this contract will allow for that work to be completed.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 640,000.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	CONKLIN, CHUCK	<b>Study Session</b>	PWC 1/11/2015
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	
<b>Finance</b>	KECK, KATHLEEN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	ttauscher@spokanecity.org	
<b>For the Mayor</b>	COTE, BRANDY	jsalstrom@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Disposal**  
**January 26, 2015**

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**Subject**

Extension and amendment of contract with Zampell Refractories, Inc., Newburyport, MA, for refractory installation and sandblasting services at the Waste to Energy Facility to December 31, 2016. \$640,000.00

**Background**

During scheduled maintenance outages, sandblasting of tube areas in boilers, convection cavity, and superheater tubes, screen tubes, and generator tubes is needed. Also, refractor demolition, tile installation, and miscellaneous anchor welding must be performed.

Zampell Refractories, Inc., was the most qualified and lowest cost proposer responding to RFP #4069-14.

The term of the original contract was through 2015 with 4 additional one-year extensions. This is the first of those extensions.

An extended forced outage of the first boiler did not allow for the completion of the maintenance outage on the 2<sup>nd</sup> boiler during the scheduled December 2015 outage. The work on the 2<sup>nd</sup> boiler was rescheduled to January 2016. The amendment to this contract will allow for that work to be completed.

**Impact**

Sandblasting services and removal and replacement of refractory material is essential to keep the boilers in good working order for the continued operation of the waste to energy facility. Failure of any of these items could result in a plant shutdown.

**Action**

Approval of this extension is recommended.

**Funding**

Funding for the extension is included in the 2016 operation and maintenance budget. Funding for the amendment to complete the 2015 outage will be carried over from the 2015 budget.

Contract not available at time of Packet creation.



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b><u>Date Rec'd</u></b>	1/4/2016
<b><u>Clerk's File #</u></b>	CPR 2012-0032
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	KATIE ROSS 625.6716
<b><u>Contact E-Mail</u></b>	KROSS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 REAPPOINTMENT OF CRAIG RILEY TO THE NEPDA

**Agenda Wording**

Reappointment of Craig Riley to the Northeast Public Development Authority for a term of December 12, 2015 to December 11, 2018.

**Summary (Background)**

Reappointment of Craig Riley to the Northeast Public Development Authority for a term of December 12, 2015 to December 11, 2018.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		tstripes@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	bcote@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b>Date Rec'd</b>	1/4/2016
<b>Clerk's File #</b>	CPR 1981-0122
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	KATIE ROSS 625.6716
<b>Contact E-Mail</b>	KROSS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT OF DR. LARRY CEBULA TO THE HISTORIC LANDMARKS COMMISSION

**Agenda Wording**

Appointment of Dr. Larry Cebula to the Historian position on the Spokane City/County Historic Landmarks Commission.

**Summary (Background)**

Appointment of Dr. Larry Cebula to the Historian position on the Spokane City/County Historic Landmarks Commission.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	CODDINGTON, BRIAN	mduvall@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
01/25/2016

<b><u>Date Rec'd</u></b>	1/5/2016
<b><u>Clerk's File #</u></b>	CPR 1981-0295
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	KATIE ROSS 625.6716
<b><u>Contact E-Mail</u></b>	KROSS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 REAPPOINTMENT OF EVAN VERDUIN TO THE PLAN COMMISSION

**Agenda Wording**

Reappointment of Evan Verduin to the Plan Commission for a term of December 31, 2015 to December 31, 2018.

**Summary (Background)**

Reappointment of Evan Verduin to the Plan Commission for a term of December 31, 2015 to December 31, 2018.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		lmeuler@spokanecity.org	
<b><u>For the Mayor</u></b>	COTE, BRANDY	bcote@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

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

01/25/2016

**Date Rec'd**

1/11/2016

**Clerk's File #**

RES 2016-0008

**Renews #****Cross Ref #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

MIKE FAGAN 625-6257

**Project #****Contact E-Mail**

MFAGAN@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

RESOLUTION REQUESTING INITIATIVE 2015-1 BE PLACED ON THE NOV, 2017 BALLOT

**Agenda Wording**

Resolution requesting that the Spokane County Auditor place Initiative 2015-1 (immigration status information) on the November 7, 2017 general municipal election ballot.

**Summary (Background)**

Pursuant to SMC 02.02.100(B), "[u]nless a motion is made and passed to grant the petition and pass the measure as requested in the initiative petition, the city council adopts a resolution to place the measure on the ballot at the next available election, pursuant to section 82 of the City Charter." This resolution would request that the County Auditor place initiative 2015-1 on the ballot for the next available election.

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

Expense \$ unknown added enforcement expense # various accounts

Select \$ #

Select \$ #

Select \$ #

**Approvals****Council Notifications****Dept Head** STUCKART, BEN**Study Session****Division Director****Other****Finance** KECK, KATHLEEN**Distribution List****Legal** DALTON, PAT**For the Mayor** COTE, BRANDY**Additional Approvals****Purchasing**



RESOLUTION NO. 2016-0008

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION ON NOVEMBER 7, 2017 IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AN AMENDMENT TO THE SPOKANE MUNICIPAL CODE RELATING TO IMMIGRATION STATUS INFORMATION.

WHEREAS, pursuant to section 82 of the City Charter, an initiative regarding proposed legislation or measure in the form of a proposed ordinance may be submitted to popular vote for adoption or rejection; and

WHEREAS, on November 26, 2014, Jackie Murray, on behalf of Respect Washington, filed with the City Clerk's Office an initiative designated as Initiative No. 2015-1 regarding immigration status information; and

WHEREAS, the ballot title for Initiative No. 2015-1 is as follows:

The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law?

WHEREAS, on June 23, 2015 July 2, 2015 and July 6, 2015, proponents filed with the City Clerk's Office the petition signatures for Initiative No. 2015-1; and

WHEREAS, on July 13, 2015, the City Council held a hearing and first reading pursuant to SMC 2.02.080 for Initiative No. 2015-1, designated by the City Council as Ordinance No. C-35281, at which time the City Council voted to have the City Clerk validate the signatures; and

WHEREAS, on July 20, 2015, the Spokane County Elections Office certified that Initiative No. 2015-1 did not satisfy the required number of valid signatures of registered voters to be placed on the Nov. 3, 2015 general election as required by Section 82 of the City Charter; and

WHEREAS, additional petition signatures were submitted to the City Clerk's Office on July 20, 2015, after the deadline to qualify the initiative petition for the November 3, 2015 general municipal election but within the time period permitted under the Spokane Municipal Code for submitting signatures; and

WHEREAS, on December 9, 2015, the Spokane County Elections Office certified that the total number of petition signatures submitted for Initiative no. 2015-1 exceeded five percent of the number of registered voters in the last general municipal election (November 3, 2015), thereby qualifying for the November 7, 2017 general municipal election; and

WHEREAS, the City Council held a hearing on January 11, 2016 on the initiative petition where Ordinance No. C-35281 was given a second and final reading; and

WHEREAS, RCW 29A.04.330 requires the City to transmit to the Spokane County Auditor by August 1, 2017 a resolution calling for a special election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to section 82 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on November 7, 2017 in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for their approval or rejection the following proposition to amend the Spokane Municipal Code:

## **PROPOSITION NO. 1**

### **CITY OF SPOKANE**

#### **AN ORDINANCE RELATING TO IMMIGRATION STATUS INFORMATION**

Initiative No. 2015-1, designated as Ordinance No. C-35281, proposes that the Spokane Municipal Code be amended regarding immigration status information.

The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 1, 2017.

Adopted \_\_\_\_\_.

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

Approved as to form:

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

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

01/25/2016

**Date Rec'd**

1/12/2016

**Clerk's File #**RES 2016-0009  
OPR 2016-0027**Renews #****Submitting Dept**

SOLID WASTE COLLECTION

**Cross Ref #****Contact Name/Phone**

SCOTT 625-7806

**Project #****Contact E-Mail**

SWINDSOR@SPOKANECITY.ORG

**Bid #**

SOLE SOURCE

**Agenda Item Type**

Contract Item

**Requisition #**

CR 16448

**Agenda Item Name**

4500 CONTRACT FOR GPS MONITORING AND DATA ACQUISITION SERVICES

**Agenda Wording**

One-year sole source contract with Zonar Systems, Inc. (Seattle, WA) for data acquisition services for GPS monitoring and Garmin communication systems installed in solid waste collection vehicles -- \$51,457.15 (including tax).

**Summary (Background)**

In 2010, Solid Waste Collection (formerly Solid Waste Management) issued RFP #3733-10 for GPS units and support services. This contract was awarded to Zonar Systems, Inc. In early 2011, GPS systems were installed in solid waste fleet allowing trucks and route data to be captured, transmitted and recorded. That same year, handheld Garmins were purchased through a different low quote vendor and installed in collection trucks. An additional service was added with Zonar which

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

Expense \$ 35,026.27

# 4500-45100-37148-54201

Expense \$ 16,430.88

# 4500-44200-37148-54201

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

WINDSOR, SCOTT

**Study Session**

PWC 1-11-16

**Division Director**

ROMERO, RICK

**Other****Finance**

KECK, KATHLEEN

**Distribution List****Legal**

WHALEY, HUNT

jsalstrom@spokanecity.org

**For the Mayor**

COTE, BRANDY

Tax &amp; Licenses

**Additional Approvals**

rschoonover@spokanecity.org

**Purchasing**

WAHL, CONNIE

shawley@spokanecity.org

kkeck@spokanecity.org

joe.klibowitz@zonarsystems.com



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

**Agenda Wording**

**Summary (Background)**

creates an interface between the GPS units and handheld Garmins. This allows two-way communication between the drivers, dispatch, supervisors and other personnel through Zonar's online program. The current contracts for these services end January 31, 2016 and have been combined into one contract going forward. A sole source resolution and letter certifying that Zonar's services are proprietary have been included with this agenda.

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

**BRIEFING PAPER**  
**Public Works Committee**  
**Solid Waste Management**  
**January 11, 2016**

---

**Subject**

Contract with Zonar Systems, Seattle, Washington to provide data acquisition for Solid Waste Management collection vehicles.

**Background**

The Solid Waste Management Department budgeted for and purchased Zonar Systems GPS hardware and support as a result of RFP 3733-10. Zonar Systems provided the hardware for installation in Solid Waste collection vehicles. After installation, Zonar provides data acquisition and technical support for department staff.

GPS based fleet management allows for real-time fleet management, billing and service documentation improvements, fleet fuel management and mapping and route optimization.

This contract is a sole source contract for one year only.

This contract will be for \$51,457.15 including tax for 2016 services.

**Impact**

This contract continues to provide data acquisition and technological support for improving Solid Waste collection activities in the City of Spokane

**Action**

Recommend Approval.

**Funding**

This service is budgeted in the 2016 Solid Waste Management budget.

## SOLE SOURCE RESOLUTION 2016-0009

A RESOLUTION declaring **Zonar Systems, Inc.** a sole manufacturer and supplier of GPS systems for the Solid Waste Collection Department for the purpose of vehicle tracking and maintenance record keeping and authorizing GPS system data acquisition services from Zonar Systems, Inc. for \$51,457.15, including tax, without public bidding.

WHEREAS, in 2010, the Solid Waste Department issued RFP #3733-10 for GPS hardware and support which was awarded to Zonar Systems, Inc. In early 2011, the Solid Waste Department had Zonar GPS systems installed on most of their fleet collection trucks and started using Zonar's online program to track and trace those trucks. In March 2011, the department purchased Garmins through a separate low quote vendor and added another service with Zonar allowing two-way communication with the drivers; and

WHEREAS, the Solid Waste Collection Department desires to utilize Zonar's GPS data acquisition services to track and trace several truck components (location, route, speed, idle time, etc.) and communicate with the drivers via the installed Garmins; and

WHEREAS, Zonar Systems, Inc. has provided a letter (attached hereto & made part of this Sole Source Resolution) specifically outlining and detailing their products and services which are considered sole source provisions; and

WHEREAS, the cost of the services exceeds the 2015 public bid limit of \$48,400 for the purchase of goods or services; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Zonar Systems, Inc., a sole source service; and

BE IT FURTHER RESOLVED that the City Council authorizes GPS data acquisition services from Zonar Systems, Inc. for \$51,457.15, including tax, without public bidding.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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



October 21, 2015

To Whom It May Concern:

Subject: Certification of Sole Source Supply

This letter will certify that Zonar Systems, Inc. is the sole manufacturer/supplier of the Electronic Vehicle Inspection Report(s) (EVIR™) System. Zonar's EVIR™ system uses innovative radio frequency identification (RFID) technology to capture, transmit and record vehicle inspection, compliance and maintenance data. Required pre- and post-trip inspections are automated and verified using Zonar's patented technology. Zonar has eliminated the errors, inefficiencies and risks inherent in all other approaches. The design and engineering of this product was invented by this firm and has been solely marketed by Zonar since its inception in 2001. EVIR is protected under the following U.S. Patents: Patent No. 6,671,646, Patent No. 6,804,626, Patent No. 7,117,121; Patent No. 7,362,229; Patent No. 7,557,696; Patent No. 7,808,369; and Patent No. 7,944,345.

Zonar has approval from the Federal Motor Carrier Safety Administration for use of this patented electronic inspection system of motor vehicles that require pre- and post-trip safety inspections in accordance with Title 49, CFR, Parts 396.11 and 396.13. Each state has also accepted this electronic inspection system for interstate and intrastate motor vehicles and trailers. Zonar has worked closely with both Federal and State transportation officials, participated at regional and national Transportation trade shows, and have certified with other agencies that Zonar is the only vendor to supply this product. Zonar maintains strict control over the distribution of this product, ensuring no other organization is able to provide a telematics solution integrated with our proprietary EVIR™ System.

Our integrated solution of Zonar's products, EVIR™, V3™ (GPS, vehicle diagnostics, and GSM messaging) and the web-enabled Ground Traffic Control™, provide a complete telematics suite. Only Zonar's V3™ platform and our Ground Traffic Control application are capable of integration with the EVIR™ System.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Michael C. King". The signature is composed of several large, overlapping loops and flourishes.

Michael C. King  
General Counsel



CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ZONAR SYSTEMS, INC., whose address is 18200 Cascade Avenue South, Seattle, Washington 98188, as "Company."

The parties agree as follows:

1. PERFORMANCE. The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary to provide a GARMIN NAVIGATOR MODULE AND GPS TRACK, TRACE, IDLE AND DIAGNOSTICS in accordance with the Company's quote dated October 23, 2015.
2. TIME OF PERFORMANCE. The Contract shall begin on February 1, 2016 and run through January 31, 2017.
3. 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 Company for all work previously authorized and performed prior to the termination date.
4. COMPENSATION. The City shall pay the Company a maximum of FIFTY ONE THOUSAND FOUR HUNDRED FIFTY SEVEN AND 15/100 DOLLARS (\$51,457.15), including applicable tax, as full compensation for the services provided under this Contract. This is the maximum amount to be paid under this agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
5. PAYMENT. The Company will send its applications for payment to the Director of Solid Waste Collection Department, 915 North Nelson Street, Spokane, Washington 99202. Payment will be made within thirty (30) days after receipt of the Company's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
6. 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 Company for all work previously authorized and performed prior to the termination date.



7. INDEMNIFICATION. The Company agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Company, its agents or employees to the fullest extent permitted by law. The Company's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Company's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Company or its agents or employees, shall apply only to the extent of negligence of the Company or its agents or employees. The Company's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. The Company waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company'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. 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 forty five (45) days written notice from the Company or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Company shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the



signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

10. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

11. INDEPENDENT COMPANY. The parties intend that an independent Company – employer relationship will be created by this agreement.

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

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

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

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

16. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force and effect.
- B. DISPUTES. This agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this agreement should become invalid, the rest of the agreement shall remain in full force and effect.
- D. AMENDMENTS. This agreement may be amended at any time by mutual written agreement.

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

CITY OF SPOKANE

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

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

Attest:

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

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

ZONAR SYSTEMS, INC.

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

\_\_\_\_\_

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

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

Approved as to form:

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

15-304

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

01/25/2016

**Date Rec'd**

1/13/2016

**Clerk's File #**

RES 2016-0010

**Renews #****Cross Ref #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

BEN STUCKART 6258

**Project #****Contact E-Mail**

STUCKART@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Resolutions

**Requisition #****Agenda Item Name**

AMENDMENT TO THE 2016 STATE LEGISLATIVE AGENDA

**Agenda Wording**

A Resolution to amend the City of Spokane's 2016 state legislative agenda.

**Summary (Background)**

The University District Development Association ("UDDA") requests that the City of Spokane add a request for \$250,000 from the state to provide the UDDA with operating funds needed to catalyze the leverage the various strategic investments in Spokane's University District, such as the foundation of the Elson S. Floyd School of Medicine at Washington State University-Spokane, the University District Gateway Bridge, and other investments in infrastructure by the City and Spokane Transit Authority.

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

STUCKART, BEN

**Study Session****Division Director****Other****Finance**

KECK, KATHLEEN

**Distribution List****Legal**

WHALEY, HUNT

**For the Mayor**

COTE, BRANDY

**Additional Approvals****Purchasing**

## RESOLUTION NO. 2016-0010

A Resolution to amend the City of Spokane's 2016 state legislative agenda.

WHEREAS, on November 23, 2015, the City Council adopted Resolution 2015-0121, which stated the legislative agenda for the 2016 state legislative session; and

WHEREAS, the University District Development Association ("UDDA"), on November 13, 2015, requested that Greater Spokane Incorporated ("GSI") add to its 2016 state legislative agenda a request for operating funds to catalyze and leverage strategic investments; and

WHEREAS, in light of strategic investments which the State of Washington has made in the University District to promote economic development and academic excellence, with matching funds from the University District Revitalization Area ("UDRA") funds, the operating funds requested would be used for UDDA operations and to maximize the economic impact of the University District Gateway Bridge along with other key public and private investments in the University District; and

WHEREAS, the UDDA will also partner with other entities to catalyze and coordinate the commercial opportunities of research and other activities conducted by the seven associated institutions of higher learning, to fulfill the promise of the State-designated Innovation Partnership Zone; and

WHEREAS, the operating funds requested would also allow the UDDA to promote the development of private health science facilities and other complementary investments in targeted areas adjacent to the University District and allow for the necessary coordination of the pre-development so as to maximize the impact of existing capital improvements, such as the aligned commitment of the University District Gateway Bridge investment, the establishment of the Elson S. Floyd College of Medicine at Washington State University-Spokane, Gonzaga University's significant capital investments, the Spokane Transit Authority's Central City Line, the City of Spokane's targeted investment in infrastructure improvement, and the University of Washington WWAMI program, among others; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends Resolution 2015-0121, the City's 2016 state legislative agenda, to include the following item as a "Priority Specific to the City of Spokane":

- UDDA Operating Funds to Catalyze and Leverage Strategic Investments (\$250,000)

Passed by the City Council this \_\_\_\_ day of January, 2016.

---

City Clerk

Approved as to form:

---

Assistant City Attorney



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

01/11/2016

**Date Rec'd**

12/15/2015

**Clerk's File #**

ORD C35352

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Cross Ref #****Contact Name/Phone**

MIKE CANNON 625-4642

**Project #****Contact E-Mail**

MCANNON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

4320 RPWRF PRETREATMENT ORDINANCE CHANGES

**Agenda Wording**

Changes in Ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC Sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801.

**Summary (Background)**

The City's Industrial Pretreatment Program manages and regulates commercial and industrial flows to the sanitary sewer. The most significant changes being proposed to the Pretreatment Ordinance concern the discharge of Dangerous and Hazardous Waste to the sanitary sewer. Other typographical errors and corrections have been included with these modifications, as described in the attached.

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

ARNOLD, DALE

**Study Session****Division Director**

ROMERO, RICK

**Other**

PW 12/14/15

**Finance**

KECK, KATHLEEN

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

kbustos@spokanecity.org

**For the Mayor**

SANDERS, THERESA

Tax &amp; Licenses

**Additional Approvals**

mcannon@spokanecity.org

**Purchasing**

hbarnhart@spokanecity.org

kbrooks@spokanecity.org

**BRIEFING PAPER**  
**Public Works Committee**  
**Wastewater Management**  
**December 14, 2015**

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**Subject**

Changes in Ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC Sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801.

**Background**

The City's Industrial Pretreatment Program manages and regulates commercial and industrial flows to the sanitary sewer. The most significant changes being proposed to the Pretreatment Ordinance concern the discharge of Dangerous and Hazardous Waste to the sanitary sewer. Other typographical errors and corrections have been included with these modifications, as described below.

- Section 13.03A.0203 (G) was modified to correct a typo in the acronym SIU.
- Section 13.03A.0204 (A) was modified to correct language used for Maximum Allowable Discharge Limits for pollutants, in accordance with the Definitions set in SMC 13.03A.0103. This correction changes the meaning of pollutant limit from maximum concentration allowed to be discharged at any time, rather than over a calendar day. Also, chromium and selenium limits for industrial users of the sanitary sewer have been modified in this section so as not to exceed the Dangerous Waste threshold for toxicity (WAC 173-303-090).
- Section 13.03A.0204 (B) was added to clarify that discharge flows to the sanitary sewer that are conveyed to Spokane County Regional Water Reclamation Facility (SCRWRF) must comply with SCRWRF's pollutant limits.
- Section 13.03A.0210 (C) was corrected for an incomplete sentence. Grease oil and sand interceptors are not required for residential users.
- Section 13.03A.0406 regarding Hazardous Waste Notification has been deleted. This paragraph conflicts with Prohibited Discharge Standards listed in 13.03A.0201(B). Hazardous waste cannot be discharged to the sanitary sewer at all.
- Section 13.03A.0408 was modified to correct typos (with-within, user-user's facility).
- Section 13.03A.0409 was modified so that the reference to 13.03A.0406 was deleted.
- Section 13.03A.0502 was modified to add that analytical lab used must be accredited by the Washington State Department of Ecology.
- Section 13.03A.0801 was modified to correct a typo. Reports submitted later than 45 days after a due date are considered to be in Significant Non-Compliance, rather than 30 days. This is consistent with the definition of Significant Non-Compliance in the General Pretreatment Regulations at 40 CFR Part 403.

**Impact**

After review of analytical data, current wastewater discharge permit holders should not have any difficulty complying with the new limits for chromium and selenium. By making all of these changes to the SMC, the pretreatment regulations will be better clarified to the reader.

**Action**

Recommend approval.

**Funding**

These changes will not affect funding.

## Section 13 Pretreatment Ordinance Changes and Corrections

- Section 13.03A.0203 (G) was modified to correct a typo in the acronym SIU.
- Section 13.03A.0204 (A) was modified to correct language used for Maximum Allowable Discharge Limits for pollutants, in accordance with the Definitions set in SMC 13.03A.0103. This correction changes the meaning of pollutant limit from maximum concentration allowed to be discharged at any time, rather than over a calendar day. Also, chromium and selenium limits for industrial users of the sanitary sewer have been modified in this section so as not to exceed the Dangerous Waste threshold for toxicity (WAC 173-303-090).
- Section 13.03A.0204 (B) was added to clarify that discharge flows to the sanitary sewer that are conveyed to Spokane County Regional Water Reclamation Facility (SCRWRF) must comply with SCRWRF's pollutant limits.
- Section 13.03A.0210 (C) was corrected for an incomplete sentence. Grease oil and sand interceptors are not required for residential users.
- Section 13.03A.0406 regarding Hazardous Waste Notification has been deleted. This paragraph conflicts with Prohibited Discharge Standards listed in 13.03A.0201(B). Hazardous waste cannot be discharged to the sanitary sewer at all.
- Section 13.03A.0408 was modified to correct typos (with-within, user-user's facility).
- Section 13.03A.0409 was modified so that the reference to 13.03A.0406 was deleted.
- Section 13.03A.0502 was modified to add that analytical lab used must be accredited by the Washington State Department of Ecology.
- Section 13.03A.0801 was modified to correct a typo. Reports submitted later than 45 days after a due date are considered to be in Significant Non-Compliance, rather than 30 days. This is consistent with the definition of Significant Non-Compliance in the General Pretreatment Regulations at 40 CFR Part 403.

ORDINANCE NO. C35352

AN ORDINANCE relating to the pretreatment requirements; amending SMC sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0203 is amended to read as follows:

**13.03A.0203 State Requirements**

- A. State requirements and limitations on discharges to the POTW shall be met by all users subject to such items whenever they are more stringent than federal or local pretreatment requirements and limitations. Washington State Pretreatment Standards and Requirements, located at chapter 173-216 WAC, were developed under authority of the State Water Pollution Control Act, chapter 90.48 RCW and are hereby incorporated. All wastewaters discharged from a commercial or industrial operation as determined by the superintendent into the POTW must satisfy the provisions of chapter 173-216 WAC.
- B. Any person who constructs, modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. Until the City is delegated the authority to review and approve such plans and reports under RCW 90.48.110, sources of non-domestic discharges (industrial wastewater) shall request approval for such plans and reports through the department of ecology. To ensure conformance with this requirement, proof of the approval of such plans and reports, and one copy of each approved plan and report shall be provided to the superintendent before commencing any such construction or modification. Said plans and reports must be filed with the superintendent, together with such information as required by the superintendent, signed by an authorized representative and certified as provided in SMC 13.03A.0305(B), and include the fee as provided in SMC 13.03A.1401. (Cross reference: WAC 173-216-050(1))
- C. All users shall apply all known, available, and reasonable treatment methods (AKART) to prevent and control wastewater releases into the waters of the state. (Cross reference: WAC 173-216-050(3))
- D. Discharge restrictions of chapter 173-303 WAC (Dangerous Waste) shall apply to all users.

- E. All required monitoring data shall be analyzed by a laboratory or person accepted by the superintendent as qualified to perform such services, in the superintendent's sole discretion. The lab or person shall be registered or accredited under the provisions of chapter 173-50 WAC. The superintendent may determine this is not required for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.
- F. Persons applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading shall publish notice for each application in the format provided by the City. The notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
1. The name and address of the applicant and facility/activity to be permitted;
  2. A brief description of the activities or operations which result in discharge;
  3. Whether any tentative determination has been reached with respect to allowing the discharge;
  4. The address and phone number of the office of the superintendent where persons can obtain additional information;
  5. The dates of the comment period (which shall be at least thirty days); and
  6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- G. The superintendent may require the applicant to also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the superintendent determines there is sufficient public interest, the City shall hold a public meeting following the rules of WAC 173-216-100. The superintendent may assume responsibility for public notice requirements for any persons, and may waive this requirement for any user not classified as CIU or ((SU)) SIU by the superintendent.
- H. Permit terms shall include, wherever applicable, the requirement to apply All Known, Available and Reasonable methods of prevention, control, and Treatment (AKART).

Section 2: That SMC section 13.03A.0204 is amended to read as follows:

**13.03A.0204 Local Limits [2.4]**

- A. The following limits are established as local limits, expressed as ~~((maximum daily ("Daily Maximum") concentrations ("Daily Maximum Limits")))~~ Maximum Allowable Discharge Limits. No user or other person may discharge wastewater into the POTW in excess of the following concentrations:

1. Arsenic: 0.41 mg/L.
2. Benzene, toluene, ethylbenzene, and xylene (BTEX): A sum of these four constituents' analytical results not to exceed 1.4 mg/L.
3. Cadmium: 0.11 mg/L.
4. Total Chromium: ((117)) 5.0 mg/L.
5. Copper: 1.9 mg/L.
6. Cyanide: 1.9 mg/L.
7. Fats, oils and, grease: See SMC 13.03A.0201(B)(19).
8. Lead: 0.32 mg/L.
9. Mercury: 0.05 mg/L.
10. Nickel: 3.98 mg/L.
11. Non-polar material (or total petroleum hydrocarbons): Not to exceed 100 mg/L.
12. Silver: 1.7 mg/L.
13. Zinc: 5.6 mg/L.
14. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
15. Molybdenum: 1.5 mg/L.
16. Selenium: ((1.7)) 1.0 mg/L.

B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A 0204.

~~B.~~ C. All concentrations for metallic substances are for “total” metal unless indicated otherwise. The superintendent may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit applies as the applicable pretreatment standard.

~~C.~~ D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The superintendent may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.

~~D.~~ E. Whenever determined appropriate, the superintendent may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 3: That SMC section 13.03A.0210 is amended to read as follows:

**13.03A.0210 Additional Pretreatment [2.10]**

- A. Whenever deemed necessary, the superintendent may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage (domestic wastewater) from industrial wastestreams (industrial wastewater), and such other conditions deemed necessary to protect the POTW and determine a user's compliance with this chapter.
- B. Each user discharging greater than one hundred thousand gallons per day, or lower volumes where determined by the superintendent, shall install and maintain, on its property and at its expense, a suitable storage and flow-control facility to insure equalization of flows over a twenty-four hour period. The facility shall have a capacity for at least twenty-five percent of the daily discharge volume of the user and shall be equipped with alarms and a rate of discharge controller, subject to superintendent approval and regulation. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors (interception units) shall be provided whenever determined necessary by the superintendent for proper handling of wastewater containing excessive amounts of such substances, except that such interceptors shall not be required for residential users. Interception units are subject to the control and regulation of the superintendent and must be inspected, cleaned, and kept in good repair by the user.
- D. Users with a potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- E. All users are required to adhere to the City of Spokane Department of Wastewater Management Industrial Pretreatment Program Mercury Control and Abatement Plan.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 4: That SMC section 13.03A.0406 is amended to read as follows:

**((13.03A.0406 Hazardous Waste Notification [4.6]))**

- ~~A. ((Any user or user facility discharging more than fifteen kilograms of hazardous waste as defined in 40 CFR 261 (listed or characteristic wastes) in any calendar month or any user or user facility discharging any amount of acutely hazardous waste as specified in 40 CFR 261.30 (d) pr 261.33(e) must give written notice to the superintendent and the EPA Region 10 office of air, waste, and toxics~~



~~director, and to the Washington State department of ecology director of the hazardous waste and toxics reduction program.))~~

- B. ~~((The notification in subsection (A) of this section must include the information specified in 40 CFR § 403.13(p). This does not apply to pollutants already being reported under self-monitoring requirements. All submittals under this section must be signed as provided in SMC 13.03A.0305(A) and accompanied by a review fee as provided in SMC 13.03A.1401.))~~

Section 5: That SMC section 13.03A.0408 is amended to read as follows:

**13.03A.0408 Non-compliance Reporting [4.8 modified]**

If sampling performed by a user indicates a violation, the user must notify the superintendent ~~((with))~~ within twenty-four hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of a repeat analysis to the superintendent within thirty days after becoming aware of the violation. Resampling by the industrial user is not required if the City performs sampling at the user's facility at least once a month, or if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City received the results of this sampling, or if the City has performed the sampling and analysis in lieu of the industrial user. (See 40 CFR §403.12(g)(2)).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 6: That SMC section 13.03A.0409 is amended to read as follows:

**13.03A.0409 Notice of Changed Discharge [4.9]**

- A. Users must notify the superintendent in writing at least thirty days before any substantial change in volume or character of pollutants in their discharge, and any significant manufacturing process changes which could be reasonably expected to result in such a pollutant change. ~~((Such notice also includes any change in wastes subject to the hazardous waste notification requirement in SMC 13.03A.0406.))~~ As used herein, a substantial or significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter specified by the superintendent. Where advance notice is not possible or has not been given, notice shall be given as required in SMC 13.03A.0407, but that does not excuse compliance with this section. All submittals under this section must be signed as provided in SMC 13.03A.0305(A) and accompanied by a review fee as provided in SMC 13.03A.1401.
- B. Additionally, the user must submit a permit modification application as provided in SMC 13.03A.0310, which must include an engineering report detailing the features of the change, including pertinent data and analysis.

Section 7: That SMC section 13.03A.0502 is amended to read as follows:

**13.03A.0502 Analytical Requirements [5.2]**

All pollutant analyses, including sampling techniques, must be performed by a laboratory accredited by the Washington State Department of Ecology in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, sampling and analyses must be performed in accord with procedures approved by the EPA.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 8: That SMC section 13.03A.0801 is amended to read as follows:

**13.03A.0801 Annual Publication of Violators [8.1]**

A. Publishing.

The superintendent publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant noncompliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

B. The term “significant noncompliance” means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the superintendent determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the superintendent's exercise of emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of BMPs, which the superintendent determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the

product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]

6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ((thirty)) forty-five calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report noncompliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 9: Effective Date.

This ordinance shall take effect and be in force on February 1, 2016.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

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Mayor

---

Date

---

Effective Date

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

01/25/2016

**Date Rec'd**

1/5/2016

**Clerk's File #**

ORD C35354

**Renews #****Submitting Dept**

FINANCE

**Cross Ref #****Contact Name/Phone**CRYSTAL 625-6369  
MARCHAND**Project #****Contact E-Mail**

CMARCHAND@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**0410 - HOUSEKEEPING UPDATE TO CHARITABLE SOLICITATION PERMIT  
APPLICATION**Agenda Wording**

An Ordinance relating to charitable solicitation applications; and amending section 10.42.040 of the Spokane Municipal Code.

**Summary (Background)**

The City issues Class I licenses for Charitable Solicitations. The Charitable Solicitation Application section of the SMC currently makes reference to a RCW that has been repealed and replaced by RCW 19.09.075(4). This is a housekeeping update to reference the current RCW in the Charitable Solicitation Application section of the SMC.

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

DUNIVANT, TIMOTHY

**Study Session**Finance Committee  
1/4/16**Division Director**

DUNIVANT, TIMOTHY

**Other****Finance**

KECK, KATHLEEN

**Distribution List****Legal**

DALTON, PAT

ldillmann@spokanecity.org

**For the Mayor**

CODDINGTON, BRIAN

mredd@spokanecity.org

**Additional Approvals****Purchasing**

ORDINANCE NO. C35354

AN ORDINANCE relating to charitable solicitation application; and amending section 10.42.040 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 10.42.040 is amended to read as follows:

Section 10.42.040 Charitable Solicitation Application

- A. A person proposing to solicit for charitable purposes must make written application to the office of taxes and licenses at least fifteen days before the start of the proposed solicitation.
- B. The applicant must state the:
  - 1. name under which the organization is registered with the state department of licensing;
  - 2. name and address of local "key personnel", as defined in RCW ~~19.09.070(3)~~ 19.09.075(4);
  - 3. methods of solicitation to be used; and
  - 4. dates and places of the proposed solicitation.
- C. The applicant must submit with the application a:
  - 1. copy of the current registration statement on file with the state department of licensing; and
  - 2. certified statement from the state director of licensing that the organization is currently validly registered.

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:**  
01/25/2016

<b>Date Rec'd</b>	1/5/2016
<b>Clerk's File #</b>	ORD C35355
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN STUCKART 625-6269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 CITY INVESTMENT COMMITTEE AND INVESTMENT IN FOSSIL FUELS		

**Agenda Wording**

An ordinance relating to the City Investment Committee; adopting new section 07.15.005 to Chapter 7 of the Spokane Municipal Code, and amending sections 07.15.010 and 07.15.020 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance amends the makeup of the City Investment Committee to include: Chief Financial Officer, City Council Member, City's Outside Bond Counsel, Mayor's Investment Officer, and an investment community professional. The ordinance also creates a prohibition on the investment of public funds in fossil fuel companies.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Finance
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	Tim Dunivant	
<b><u>For the Mayor</u></b>	CODDINGTON, BRIAN	Gavin Cooley	
<b><u>Additional Approvals</u></b>		Adam McDaniel	
<b><u>Purchasing</u></b>		Ben Stuckart	



## ORDINANCE NO. C35355

An ordinance relating to the City Investment Committee; adopting new section 07.15.005 to Chapter 7 of the Spokane Municipal Code, and amending sections 07.15.010 and 07.15.020 of the Spokane Municipal Code.

WHEREAS, the climate crisis is a serious threat to current and future generations in Spokane;

WHEREAS, The Intergovernmental Panel on Climate Change (IPCC) Fourth Assessment Report found that global warming is already causing costly disruption of human and natural systems throughout the world including the melting of Arctic ice, the ocean's rise in acidity, flooding and drought; and

WHEREAS, Almost every government in the world has agreed through the 2009 Copenhagen Accord that any warming above a 2°C (3.6°F) rise would be unsafe, and that humans can only pour about 565 more gigatons of carbon dioxide into the atmosphere to maintain this limit; and

WHEREAS, In its "Unburnable Carbon" report, the Carbon Tracker Initiative found that fossil fuel companies possess proven fossil fuel reserves that would release approximately 2,795 gigatons of CO<sub>2</sub> if they are burned, which is five times the amount that can be released without exceeding 2°C of warming; and

WHEREAS, the City of Spokane has a responsibility to protect the lives and livelihoods of its inhabitants from the threat of climate change; and,

WHEREAS, the City of Spokane adopted Resolution No. 2010-0037 committing the City to address the issues of climate change and energy security through the Sustainability Action Plan; and

WHEREAS, Section 70.235.010 of the Revised Code of Washington requires the state of Washington to reduce greenhouse gas emissions to 1990 levels by 2020; and

WHEREAS, the city of Spokane believes that its investments should support a future where all citizens can live healthy lives without the negative impacts of a warming environment;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new section 07.15.005 to Chapter 7 of the Spokane Municipal Code to read as follows:

## **Section 07.15.005 Definitions**

- A. "Fossil fuels" means a fuel formed in the earth from plant or animal remains. The term includes petroleum, shale oil, coal, natural gas, heating oils, light and heavy diesel oil, motor gasoline, propane, butane, residential fuel oils, kerosene, liquefied petroleum gas (LPG), and aviation fuels. 40 CFR 60.41. However, the term excludes biodiesel fuel as defined in RCW 19.112.010.
- B. "Fossil fuel company" means a company which, directly or through an affiliate or subsidiary, meets any of the following criteria:
- A. Derives more than 25 percent of its revenue from:
    - (i) sale of fossil fuels;
    - (ii) coal extraction activities; or
    - (iii) oil-related activities.
  - B. Owns or holds leases for fossil fuel reserves that if extracted and burned would account for more than 0.1 gigatons of carbon dioxide.

Section 2. That section 07.15.010 of the Spokane Municipal Code is amended to read as follows:

## **Section 07.15.010 City Investment Committee**

- A. There is established the ~~((city investment committee))~~ City Investment Committee, ((consisting of)) to consist of the following:
1. ~~((chief financial officer))~~ Chief Financial Officer,
  2. ~~((city treasurer))~~ City Retirement Director, and
  3. ~~((director of accounting))~~ City Treasurer or other Investment Officer designated by the Mayor who shall act as Committee Chairperson,
  4. One City Council Member, and
  5. An investment community professional designated by the Mayor

who shall be appointed annually and who shall serve on the committee without additional compensation.

~~B. The ((chief financial officer)) Chief Financial Officer is chairperson, the city treasurer is vice chairperson and the director of accounting is secretary.~~

B. The duties of the committee are to:

1. determine the amount of money available in each fund for investment purposes;
2. make the investments authorized as indicated in RCW 35.39.030 as now or hereafter amended and the provisions of RCW 35.39.034 without the consent of the ~~((city council))~~ City Council for each investment;
3. convert any or any part thereof of the City's investment securities into cash; and
4. manage the investable assets of the City not immediately needed for City purposes.

C. The ~~((committee))~~ City Investment Committee reports monthly to the ~~((council))~~ City Council on all investment transactions.

Section 3. That section 07.15.020 of the Spokane Municipal Code is amended to read as follows:

**Section 07.15.020            Investment Policy**

A. The ~~((city council))~~ City Council reviews and approves the City of Spokane ~~((investment policy))~~ Investment Policy. The City of Spokane ~~((investment policy))~~ Investment Policy, at a minimum, includes:

- A. scope of the policy,
- B. investment objectives,
- C. authorized investments,
- D. safekeeping and custody,
- E. diversification and maturity restrictions,
- F. authorization for making investments, and
- G. "prudent person" standard for investments.

B. At no time shall a City of Spokane public fund acquire direct holdings in securities of a fossil fuel company as defined in SMC 07.15.005(B).

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:**  
01/25/2016

<b>Date Rec'd</b>	1/6/2016
<b>Clerk's File #</b>	ORD C35356
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN STUCKART 625-6269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 COUNCIL AND LEGISLATION CODE CLEAN-UP		

**Agenda Wording**

AN ORDINANCE relating to Council and Legislation; amending sections 02.005.010, 02.01.010, 02.01.030, 02.01.040, and 02.01.050 of the Spokane Municipal Code.

**Summary (Background)**

These changes correspond with the Council Rules of Procedure resolution adopted by the City Council on January 4th, 2016.

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

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	KECK, KATHLEEN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	COTE, BRANDY		

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

## ORDINANCE NO. C35356

AN ORDINANCE relating to Council and Legislation; amending sections 02.005.010, 02.01.010, 02.01.030, 02.01.040, and 02.01.050 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That section 02.005.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 02.005.010** Council President and City Council

- A. As provided in the City Charter a ~~((council president))~~ City Council President and six ~~((council members))~~ City Council Members constitute the ~~((city council))~~ City Council, which is the legislative body of the City. The ~~((council president))~~ City Council President and ~~((city council members))~~ City Council Members have no administrative authority over personnel matters except the ~~((president))~~ Council President and the ~~((council members))~~ Council Members:
1. Appoint, evaluate and discharge the ~~((hearing examiner))~~ Hearing Examiner;
  2. appoint, evaluate, and discharge the ~~((city council's budget and performance analyst))~~ City Council's Senior Research and Policy Analyst;
  3. appoint, evaluate, and discharge the City Council's Policy Advisor;
  4. confirm the appointment by the ~~((mayor))~~ Mayor of the ~~((city attorney))~~ City Attorney, the ~~((city clerk))~~ City Clerk, and the administrative head in each department and division;
  5. appoint nominees of the ~~((mayor))~~ Mayor to boards, commissions, and other official City agencies, unless otherwise provided;
  6. hire, supervise, evaluate, and discharge their own administrative staff;
  7. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The ~~((council president))~~ Council President reviews the preparation of the agenda for ~~((city council))~~ City Council meetings, briefings, and study session meetings and presides at meetings of the ~~((council))~~ City Council. The ~~((council president))~~ Council President also serves as the ~~((mayor pro tem))~~ Mayor Pro Tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City ~~((council))~~ Council agenda items shall be submitted and processed consistent with the ~~((city council rules of procedure))~~ City Council Rules of Procedure and administrative policies and procedures.

- D. ~~The ((city council))~~ City Council shall establish committees to assist in the performance of its assigned duties. ~~There shall be a minimum of five standing committees and other ad hoc committees as determined by the city council.~~
1. The standing committees shall have a minimum of three members, one from each of the three ~~((city council))~~ City Council districts.
  2. The council president ~~((shall))~~ may chair two of the standing committees ~~((to be))~~ as determined ~~((by the council president))~~ in his or her sole discretion.
  3. All other committees, including ad hoc committees, shall select their own chair.
  4. At no time shall a member of the ~~((city council))~~ City Council chair more than two standing committees at the same time.
  5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the ~~((council))~~ City Council.
  6. Standing committee membership shall be determined ~~((at))~~ by the second legislative session of the ~~((city council))~~ City Council of each calendar year and memorialized by resolution of the ~~((city council))~~ City Council.  
Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any ~~((council))~~ City Council committee with more than three ~~((council members))~~ Council Members as committee members shall be considered a committee of the whole ~~((council))~~ City Council. All meetings of such a committee shall be considered a special ~~((council))~~ Council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee unless the committee meeting was noticed as a special meeting in compliance with the Washington Open Public Meetings Act (OPMA) and Rule 4.2 of the City Council Rules of Procedure.
- F. All standing ~~((committees))~~ committee meetings shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by ~~((council members))~~ Council Members, including deliberation and voting, shall be open to all ~~((council members))~~ Council Members when the standing committee is meeting as a committee of the whole and as a special ~~((council))~~ Council meeting. Participation by ~~((council members))~~ Council Members in a standing committee that is not a committee of the whole shall be limited to just the appointed ~~((council members))~~ Council Members.

Section 2. That Section 02.01.010 of the Spokane Municipal Code is amended to read as follows:

#### **Section 02.01.010 Time and Place**

- A. Regular meetings of the ~~((city council))~~ City Council shall be held at three-thirty p.m. on Monday each week in the ~~((city council chambers))~~ City Council Chambers located in the lower level of City Hall at 808 West Spokane Falls Boulevard.
- B. The meeting shall consist of a briefing session followed by an administrative session at which time action will be taken on the items on the consent agenda, followed by an executive session, if necessary, followed by a recess until six p.m., followed by a legislative and hearings session. When a Monday is a legal holiday according to City ordinance, then the meeting ~~((will))~~ may be held on the next succeeding day which is not a City holiday.
- C. The City ~~((council))~~ Council may hold a study session(s) intended to provide the ~~((council))~~ Council with background information and briefing from the ~~((mayor))~~ Mayor or the ~~((mayor's))~~ Mayor's designee and selected other persons regarding forthcoming agenda matters or other items as necessary, when proper notice of the meetings has been given.
- D. An executive session may be called at any time during a regular or special meeting of the ~~((city council))~~ City Council as provided in RCW 42.30.110.
- E. The City ~~((council))~~ Council may, four times a year, hold a "town hall" meeting, which shall be cablecast on Channel 5 or online through the City of Spokane website, for the purpose of providing citizens access to the ~~((council))~~ Council to address concerns of City government.

Section 3. That Section 02.01.030 of the Spokane Municipal Code is amended to read as follows:

### **Section 02.01.030 Right to Speak**

All meetings of the ~~((city council))~~ City Council are open to the public except an executive session. Members of the public shall have the right to speak to an item on the ~~((city council's))~~ City Council's legislative, special consideration, or hearing agendas that are not adjudicatory hearings. Members of the public may attend but do not have the right to speak when the ~~((city council))~~ City Council is meeting in briefing, study, or other workshop sessions, standing or ad hoc committee, or acting in an adjudicative capacity. It shall be the duty of the presiding officer to determine and allot whatever time is necessary due to the number of public participants and extent of the proposed participation.

Section 4. That Section 02.01.040 of the Spokane Municipal Code is amended to read as follows:

### **Section 02.01.040 Open Forum Session**



In the course of each regular City ~~((council))~~ Council meeting, unless it is ten p.m. or later, there shall may be an allotment of meeting time that shall not exceed ~~((one hour))~~ thirty minutes, at which time items of interest to the citizens of the City that were not placed upon the current or advance agenda may be discussed in front of and with City ~~((council))~~ Council members by interested citizens who have indicated their desire to address the City ~~((council))~~ Council by such procedure as the ~~((city council))~~ City Council may prescribe. The open forum session is a limited public forum and all matters discussed shall relate to the affairs of the City. No person shall be permitted to speak at open forum more often than once per month.

Section 5. That Section 02.01.050 of the Spokane Municipal Code is amended to read as follows:

**Section 02.01.050 Rules of Procedure**

The ~~((city council))~~ City Council may implement and specify this chapter and applicable state law by appropriate rules. All administrative policies and procedures related to the conduct of ~~((city council))~~ City Council meetings, including the preparation and submission of the ~~((city council))~~ City Council agenda, shall conform to ~~((city council-rules of procedure))~~ City Council Rules of Procedure and practices.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date