

**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, MARCH 7, 2016

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|----------------|---------------|
| 1. | Low bids meeting specifications of: | Approve
All | BID 4221-16 |
| | a. EJ USA Inc. (East Jordan, MI) for Item #3 Manhole Rings and TNR Lids to be purchased on an "as needed" basis—\$18,044.20 (incl. tax). | | OPR 2016-0166 |
| | b. Ferguson Enterprises (Spokane, WA) for Items #1 Valve Box Sections & Lids and #2 Service (Curb) Boxes & Lids to be purchased on an "as needed" basis—\$32,400.97 (incl. tax). | | OPR 2016-0167 |
| | Dan Kegley | | |
| 2. | Low bids meeting specifications of: | Approve
All | BID 4220-16 |
| | a. Consolidated Supply (Spokane, WA) for Items #4 Dresser Couplings, #8 Copper Pipe; #9 DITJ Pipe and #11 Service Saddles—\$189,152.90 (incl. tax). | | OPR 2016-0168 |
| | Dan Kegley | | |
| | b. Ferguson Enterprises (Spokane, WA) for Items #2 Clamps; #5 Ductile Iron MJ Fittings and #12 Valves—\$164,192.90 (incl. tax). | | OPR 2016-0169 |

- | | | | |
|------------------------|---|---------|------------------------------|
| c. | HD Supply Waterworks (Spokane, WA) for Items #1 Brass Fittings, #3 Compression Brass Fittings, #7 Megalugs, #13 Butterfly Valves and #14 Coiled Pit Setter Meter Box—\$585,163.07 (incl. tax). | | OPR 2016-0170 |
| d. | HD Fowler Company (Spokane, WA) for Items #10 HDPE Poly Pipe and #15 All Thread—\$2,975.45 (incl. tax). | | OPR 2016-0171 |
| e. | M&L Supply Co. (Spokane, WA) for Item #6 Galvanized Fittings—\$896.87 (incl. tax). | | OPR 2016-0172 |
| Dan Kegley | | | |
| 3. | Low bid of McCurley Chevrolet (Pasco, WA) for one Chevrolet Suburban for the Fire Department —\$45,483 (plus tax). | Approve | OPR 2016-0173
BID 4215-15 |
| David Stockdill | | | |
| 4. | Purchase of 16", 17" and 18" Goodyear tires from Wingfoot Commercial Tires, Inc., (Spokane, WA) for police vehicles on an "as needed" basis using Washington State Contract #01712—\$85,000 (incl. tax). | Approve | OPR 2016-0161 |
| Gene Jakubczak | | | |
| 5. | Purchase of one Caterpillar 450F Backhoe/Loader with options from Western States Equipment Co., (Spokane, WA) for the City Fleet Services Department—\$185,426.79 (incl. tax). | Approve | OPR 2016-0162 |
| Gene Jakubczak | | | |
| 6. | Purchase of three Silverado 3/4 Ton Pickup Trucks from McCurley Chevrolet, (Pasco, WA)—\$90,462 (plus tax). | Approve | OPR 2016-0163
BID 4231-16 |
| David Stockdill | | | |
| 7. | Recommendation to list Finch Elementary School, 3717 North Milton Street, on the Spokane Register of Historic Places. | Approve | OPR 2016-0164 |
| Megan Duvall | | | |
| 8. | Purchase of planned replacement of ICP-OES Metals Analyzer (Inductively Coupled Plasma Optical Emission Spectrophotometer) for NPDES permit required testing for Riverfront Park Wastewater Reclamation Facility Laboratory—\$86,960. | Approve | OPR 2016-0165 |
| Mike Cannon | | | |
| 9. | Low Bid of [to be determined at bid opening to be held on February 29, 2016 (City, ST) for I04 Control Facility (Bridge CSO)—\$_____ (plus tax)]. An administrative reserve of \$_____, which is 10% of the contract price (plus tax), will be set aside. | Approve | PRO 2016-0008
ENG 2013215 |
| Dan Buller | | | |

10. Contract Extension with DEECO, Inc. (Raleigh, NC) for annual compliance testing for the Waste to Energy Facility, April 1, 2016 through March 31, 2017—\$93,920 with a 10% administrative reserve of \$9,392 for a total amount not to exceed \$103,312.
Chuck Conklin Approve OPR 2013-0296 RFP 3914-13
11. Report of the Mayor of pending: Approve & Authorize Payments CPR 2016-0002
- 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 \$_____.
- b. Payroll claims of previously approved obligations through _____, 2016: \$_____.
12. City Council Meeting Minutes: _____, 2016. Approve All CPR 2016-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Library Board of Trustees: One Appointment

Confirm CPR 1981-0400

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|--|
| RES 2016-0025 | Appointing Jonathan Moog Riverfront Park Director for the City of Spokane
Heather Lowe |
| RES 2016-0026 | Authorizing the refund of land use fees collected by the City in connection with Planning Department File No. Z1500087COMP.
Council President Stuckart |

- RES 2016-0027** Indemnifying Lonnie Tofsrud, a City employee named in Darryl N. McLeod, et. al. v. City of Spokane and Lonnie and Jane Doe Tofsrud, Spokane County Superior Court Cause No. 14-2-02477-5.
Nate Odle

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35370** Annexing to the City of Spokane a 42-Acre area of land lying south of 53rd Avenue, west of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly referred to as the Spokane Housing Ventures Annexation.
Jo Anne Wright
- ORD C35371** Relating to animal welfare and the prevention of animal cruelty; amending section 10.23A.050 and enacting new section 10.03.140 of the Spokane Municipal Code.
Council Member Kinnear
- ORD C35372** Providing funding for the arts in Spokane; amending chapter 8.03 of the Spokane Municipal Code.
Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 7, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The March 7, 2016, Regular Legislative Session of the City Council is adjourned to March 14, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0166
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	BID #4221-16
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - WATER DEPARTMENT PURCHASE OF VALVE BOXES, ETC.		

Agenda Wording

A) Low bid meeting specifications of EJ USA INC. (East Jordan, MI) for Item #3 Manhole Rings and TNR Lids to be purchased on an "as needed" basis - \$18,044.20 inc. tax

Summary (Background)

On 1/25/16 sealed bids were opened to provide the Water Department with Valve Boxes, Service (Curb) Boxes,& Manhole Rings & TNR Lids. Responses were received from six (6) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$50,445.17 including tax.

Fiscal Impact		Budget Account	
Expense	\$ 50,445.17	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	ROMERO, RICK	Other	PWC 2/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	TAXES & LICENSES	
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specifications of FERGUSON ENTERPRISES (Spokane, Wa) for Items #1 Valve Box Sections & Lids and #2 Service (Curb) Boxes & Lids to be purchased on an "as needed" basis - \$32,400.97 inc tax

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Water Department
February 22, 2016

Subject

Purchase of Miscellaneous Waterworks Products (Bid 668-16, Bid 4220-16, and Bid 4221-16)

Bid 668-16

- (a) **White Block Company** (Spokane, WA) for Concrete Products; \$24,720.00 including tax.

Bid 4220-16

- (a) **Consolidated Supply Company** (Spokane Valley, WA) for Items - #4 Dresser Couplings; #8 Copper Pipe; #9 DITJ Pipe with TJ Gaskets; #11 Service Saddles; \$189,152.90 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #2 Clamps; #5 Ductile Iron MJ Fittings; #12 Valves; \$164,192.90 including tax.
- (c) **HD Supply Waterworks** (Spokane, WA) for Items - #1 Brass Fittings; #3 Compression Brass Fittings; #7 Megalugs; #13 Butterfly Valves; #14 Coiled Pit Setter Meter Box; \$585,163.07 including tax.
- (d) **HD Fowler Company** (Spokane, WA) for Items - #10 HDPE Poly Pipe; #15 All Thread, \$2,975.45 including tax.
- (e) **M & L Supply Company** (Spokane, WA) for Item - #6 Galvanized Fittings; \$896.87 including tax.

Bid 4221-16

- (a) **EJ USA, Inc.** (East Jordan, MI) for Item - #3 Manhole Rings & TNR Lids; \$18,044.20 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #1 Valve Box Sections & Lids; #2 Service (Curb) Boxes & lids; \$32,400.97 including tax.

Background

On Monday January 25th 2016 (Bid 668-16, Bid 4220-16, and Bid 4221-16) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$1,004,421.01 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2016 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

4221-16		SERVICE (CURB) BOXES & REPAIR LIDS		HD FOWLER CO 6625 E. Sharp Spokane WA 99212		EJ USA, Inc. 301 Spring Street PO Box 439 East Jordan MI 49727		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		CONSOLIDATED SUPPLY 17515 E. APPLEWAY GREENACRES, WA 99016		OLYMPIC FOUNDRY 4802 AIRPORT WAYS. SEATTLE WA 98108		HD SUPPLY WATERWORKS 1215 N BRADLEY RD SPOKANE WA 99212		
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
I		VALVE BOX SECTIONS & LIDS	OLYMPIC MODEL #564		EJ USA 8555		OLYMPIC 930		OLYMPIC #930		OLYMPIC #930		OLYMPIC #930		OLYMPIC #564	
	250	15" VALVEBOX TOP SECTION W/H.D. LID	\$ 25.20	\$ 6,300.00	\$ 50.28	\$ 12,570.00	\$24.50	\$6,125.00	\$ 25.26	\$ 6,315.00	\$ 26.60	\$ 6,650.00	\$ 24.99	\$ 6,247.50		
	200	10" VALVEBOX TOP SECTION W/H.D. LID	\$ 23.20	\$ 4,640.00	\$ 39.95	\$ 7,990.00	\$22.45	\$4,490.00	\$ 23.16	\$ 4,632.00	\$ 24.50	\$ 4,900.00	\$ 22.99	\$ 4,598.00		
	10	2" VALVEBOX RISER	\$ 7.10	\$ 71.00	\$ 24.51	\$ 245.10	\$6.63	\$66.30	\$ 6.84	\$ 68.40	\$ 11.90	\$ 119.00	\$ 7.49	\$ 74.90		
	150	36" VALVEBOX BASE SECTION	\$ 27.00	\$ 4,050.00	\$ 55.75	\$ 8,362.50	\$26.03	\$3,904.50	\$ 26.84	\$ 4,026.00	\$ 29.50	\$ 4,425.00	\$ 26.49	\$ 3,973.50		
TOTAL ITEM I				\$ 15,061.00		\$ 29,167.60		\$ 14,585.80		\$ 15,041.40		\$ 16,094.00		\$ 14,893.90		
II		SERVICE(CURB)BOXES & LIDS	OLYMPIC MODEL #95E		EJ USA 8700-95E		SIGMASBX 95E		OLYMPIC #95E		OLYPMIC #95E					
	600	SERVICE (CURB) BOX COMPLETE WITH LID AND BOLT	\$ 25.90	\$ 15,540.00	\$ -	\$ -	\$24.75	\$14,850.00	\$ 26.00	\$ 15,600.00	\$ 28.90	\$ 17,340.00	\$ 25.69	\$ 15,414.00		
	20	16" EXTENSION FOR 95E SERVICE BOX	\$ 8.60	\$ 172.00	\$ -	\$ -	\$7.75	\$155.00	\$ 8.10	\$ 162.00	\$ 8.10	\$ 162.00	\$ 8.69	\$ 173.80		
	15	SERVICE (CURB) BOX TOP SECTION ONLY W/ LID	\$ 17.00	\$ 255.00	\$ -	\$ -	\$14.46	\$216.90	\$ 15.10	\$ 226.50	\$ 16.70	\$ 250.50	\$ 15.34	\$ 230.10		
TOTAL ITEM II				\$ 15,967.00		\$ -		\$ 15,221.90		\$ 15,988.50		\$ 17,752.50		\$ 15,817.90		
III		MANHOLERINGS& TNR LIDS														
	100	MANHOLE RING & PLAIN "WATER" COVER 24"	\$ -	\$ -	\$ 155.00	\$ 15,500.00	\$0.00	\$0.00	0	\$ -	\$ 185.00	\$ 18,500.00		\$ -		
	5	MANHOLE RING & LOCKING COVER 24"	\$ -	\$ -	\$ 220.00	\$ 1,100.00	\$0.00	\$0.00	0	\$ -	\$ 190.00	\$ 950.00		\$ -		
TOTAL ITEM IV				\$ -		\$ 16,600.00		\$0.00		\$ -		\$ 19,450.00		\$ -		
SUB TOTAL - ITEMS I - III				\$ 31,028.00		\$ 45,767.60		\$29,807.70		\$ 31,029.90		\$ 53,296.50		\$ 30,711.80		
SALES TAX - 8.7%				\$ 2,699.44		\$ 3,981.78		\$ 2,593.27		\$ 2,699.60		\$ 4,636.80		\$ 2,671.93		
GRANDTOTAL				\$ 33,727.44		\$ 49,749.38		\$32,400.97		\$ 33,729.50		\$ 57,933.30		\$ 33,383.73		
DELIVERY			30 DAYS FRO		3-4 WKS FRO		100 DAYS FRO		60-90 DAYS FRO		90 DAYS FRO		90 DAYS FRO			
ADDITIONAL PURCHASES			NO		YES		YES		YES		YES		YES		YES	

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

03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0168
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	BID #4220-16
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #17846-50
Agenda Item Name	4100 - WATER DEPT PURCHASE OF MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

A)Low bid meeting specifications of CONSOLIDATED SUPPLY (Spokane, Wa) FOR Items #4 Dresser Couplings; #8 Copper Pipe; #9 DITJ Pipe and #11 Service Saddles - \$189,152.90 inc tax.

Summary (Background)

On 1/25/16 sealed bids were opened to provide the Water Department with Miscellaneous Waterworks Products. Responses were received from five (5)companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$950,000.00 including tax.

Fiscal Impact		Budget Account	
Expense	\$ 950,000.00	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	ROMERO, RICK	Other	PWC - 2/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	SANDERS, THERESA	TAXES & LICENSES	
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specifications of FERGUSON ENTERPRISES (Spokane, Wa) for Items #2 Clamps; #5 Ductile Iron MJ Fittings and #12 Valves - \$164,192.90 inc tax. C) Low bid meeting specifications of HD SUPPLY WATERWORKS (Spokane, Wa) for Items #1 Brass Fittings; #3 Compression Brass Fittings; #7 Megalugs; #13 Butterfly Valves and #14 Coiled Pit Setter Meter Box - \$585,163.07 inc tax D) Low bid meeting specifications of HD FOWLER COMPANY (Spokane, Wa) for Items #10 HDPE Poly Pipe and #15 All Thread - \$2,975.45 incl tax E) Low bid meeting specifications of M&L SUPPLY CO (Spokane, Wa) for Item #6 Galvanized Fittings - \$896.87

Summary (Background)

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

WATER DEPARTMENT 2016 SPRING BID

After review of the 2016 Spring Bid: #4220-16 Miscellaneous Waterworks Products, the Warehouse Foreperson and the Water Department Superintendent have reached a decision on awarding of the 2016 Spring Bid. It is as follows:

Item #1: Brass fittings – HD Supply Waterworks; for the amount of \$4,566.20

Item #2: Clamps – Ferguson Enterprises; for the amount of \$7,703.40

Item #3: Compression Brass Fittings - HD Supply Waterworks; for the amount of \$146,456.17

Item #4: Dresser Couplings - Consolidated Supply; for the amount of \$280.24

Item #5: Ductile Iron Fittings – Ferguson Enterprises; for the amount of \$46,170.03

Item #6: Galvanized Fittings – M & L Supply Co.; for the amount of \$825.09

Item #7: Megalug & Fieldlok Gaskets – HD Supply Waterworks; for the amount of \$97,051.12

Item #8: Copper Pipe – Consolidated Supply; for the amount of \$41,760.00

Item #9: Ductile Iron Pipe – Consolidated Supply; for the amount of \$102,393.54

Item #10: Poly Pipe (HDPE) – HD Fowler Co.; for the amount of \$2,575.00

Item #11: Service Saddles – Consolidated Supply; for the amount of \$29,579.93

Item #12: Valves (Gate) – Ferguson Enterprises; for the amount of \$97,178.00

Item #13: Valves (Butterfly) – HD Supply Waterworks; for the amount of \$33,675

Item #14: Coil Pit Setter Meter Box – HD Supply Waterworks; for the amount of \$256,580.00

Item #15: All Thread – HD Fowler Co.; for the amount of \$162.30

Warehouse Foreperson: Mike Cunningham Date: 02/12/2016

Water Dept. Superintendent: Raymond Buehl Date: 2-12-16

BRIEFING PAPER
Public Works Committee
Water Department
February 22, 2016

Subject

Purchase of Miscellaneous Waterworks Products (Bid 668-16, Bid 4220-16, and Bid 4221-16)

Bid 668-16

- (a) **White Block Company** (Spokane, WA) for Concrete Products; \$24,720.00 including tax.

Bid 4220-16

- (a) **Consolidated Supply Company** (Spokane Valley, WA) for Items - #4 Dresser Couplings; #8 Copper Pipe; #9 DITJ Pipe with TJ Gaskets; #11 Service Saddles; \$189,152.90 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #2 Clamps; #5 Ductile Iron MJ Fittings; #12 Valves; \$164,192.90 including tax.
- (c) **HD Supply Waterworks** (Spokane, WA) for Items - #1 Brass Fittings; #3 Compression Brass Fittings; #7 Megalugs; #13 Butterfly Valves; #14 Coiled Pit Setter Meter Box; \$585,163.07 including tax.
- (d) **HD Fowler Company** (Spokane, WA) for Items - #10 HDPE Poly Pipe; #15 All Thread, \$2,975.45 including tax.
- (e) **M & L Supply Company** (Spokane, WA) for Item - #6 Galvanized Fittings; \$896.87 including tax.

Bid 4221-16

- (a) **EJ USA, Inc.** (East Jordan, MI) for Item - #3 Manhole Rings & TNR Lids; \$18,044.20 including tax.
- (b) **Ferguson Enterprises** (Spokane, WA) for Items - #1 Valve Box Sections & Lids; #2 Service (Curb) Boxes & lids; \$32,400.97 including tax.

Background

On Monday January 25th 2016 (Bid 668-16, Bid 4220-16, and Bid 4221-16) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$1,004,421.01 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2016 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4220-16			HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE, WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
I		BRASS FITTINGS	FORD		FORD		FORD		AYMCDONALD	
	5	VALVE,BALL 1/2" PXP	\$ 11.64	\$58.20	\$ 20.54	\$102.70	11.72	\$58.600	\$ 11.90	\$ 59.50
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,BALL 3/4" PXP	\$ 19.21	\$96.05	\$ 30.77	\$153.85	18.78	\$93.900	\$ 19.65	\$ 98.25
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,BALL 1" PXP	\$ 24.19	\$120.95	\$ 37.29	\$186.45	23.76	\$118.800	\$ 24.73	\$ 123.65
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,BALL 1-1/2" PXP	\$ 51.81	\$259.05	\$ 91.92	\$459.60	49.85	\$249.250	\$ 52.95	\$ 264.75
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,BALL 2" PXP	\$ 61.78	\$308.90	\$ 115.80	\$579.00	59.06	\$295.300	\$ 63.14	\$ 315.70
				\$0.00		\$0.00		\$0.000		\$ -
	200	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.20	\$640.00	\$ 3.17	\$634.00	3.67	\$734.000	\$ -	\$ -
				\$0.00		\$0.00		\$0.000		\$ -
	10	BUSHING, 1-1/2" (MIP) X 1" (FIP)	\$ 12.96	\$129.60	\$ 12.82	\$128.20	14.86	\$148.600	\$ -	\$ -
				\$0.00		\$0.00		\$0.000		\$ -
	10	BUSHING, 2" (MIP) X 1" (FIP)	\$ 12.51	\$125.10	\$ 12.38	\$123.80	14.35	\$143.500	\$ -	\$ -
				\$0.00		\$0.00		\$0.000		\$ -
	10	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.48	\$124.80	\$ 12.35	\$123.50	14.31	\$143.100	\$ -	\$ -
				\$0.00		\$0.00		\$0.000		\$ -
	5	CURB STOP, PXP (F) BALL 3/4"	\$ 33.49	\$167.45	\$ 33.14	\$165.70	33.25	\$166.250	\$ 33.76	\$ 168.80
				\$0.00		\$0.00		\$0.000		\$ -
	5	CURB STOP, PXP (F) BALL 1"	\$ 52.07	\$260.35	\$ 51.51	\$257.55	51.50	\$257.500	\$ 52.46	\$ 262.30
				\$0.00		\$0.00		\$0.000		\$ -
	5	CURB STOP, PXP (F) BALL 1-1/2"	\$ 106.61	\$533.05	\$ 105.47	\$527.35	106.00	\$530.000	\$ 107.42	\$ 537.10
				\$0.00		\$0.00		\$0.000		\$ -
	5	CURB STOP, PXP (F) BALL 2"	\$ 155.92	\$779.60	\$ 154.26	\$771.30	155.00	\$775.000	\$ 157.11	\$ 785.55
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 1/2"	\$ 6.00	\$30.00	\$ 14.80	\$74.00	13.70	\$68.500	\$ 11.21	\$ 56.05
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 3/4"	\$ 6.00	\$30.00	\$ 7.29	\$36.45	7.77	\$38.850	\$ 5.52	\$ 27.60
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 1"	\$ 9.60	\$48.00	\$ 10.61	\$53.05	10.39	\$51.950	\$ 8.04	\$ 40.20
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 1-1/4"	\$ 20.50	\$102.50	\$ 23.35	\$116.75	20.46	\$102.300	\$ 17.69	\$ 88.45
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 1-1/2"	\$ 22.00	\$110.00	\$ 23.80	\$119.00	20.82	\$104.100	\$ 18.03	\$ 90.15
				\$0.00		\$0.00		\$0.000		\$ -
	5	PLUG, BRASS TAPERED CC 2"	\$ 27.00	\$135.00	\$ 30.86	\$154.30	26.40	\$132.000	\$ 23.38	\$ 116.90
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,GATE BRASS WT 1/2"	\$ 8.54	\$42.70	\$ 8.07	\$40.35	5.51	\$27.550	\$ 5.26	\$ 26.30
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,GATE BRASS WT 3/4"	\$ 10.10	\$50.50	\$ 9.56	\$47.80	7.42	\$37.100	\$ 7.09	\$ 35.45
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,GATE BRASS WT 1"	\$ 15.84	\$79.20	\$ 15.00	\$75.00	11.85	\$59.250	\$ 10.63	\$ 53.15
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,GATE BRASS WT 1-1/4"	\$ -	\$0.00	\$ 15.65	\$78.25	16.58	\$82.900	\$ 14.97	\$ 74.85
				\$0.00		\$0.00		\$0.000		\$ -
	5	VALVE,GATE BRASS WT 2"	\$ -	\$0.00	\$ 30.64	\$153.20	29.58	\$147.900	\$ 27.29	\$ 136.45
TOTAL ITEM 1				\$4,231.00		\$5,161.15		\$4,566.20		\$ 3,361.15
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC	
	20	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 107.91	\$2,158.20	\$ 106.70	\$2,134.00	106.75	\$2,135.00	107.21	\$ 2,144.20
				\$0.00		\$0.00		\$0.00		\$ -
	5	CLAMPS, HYDRO REPAIR - CI 8"x12"	\$ 127.10	\$635.50	\$ 125.75	\$628.75	125.75	\$628.75	126.26	\$ 631.30
				\$0.00		\$0.00		\$0.00		\$ -
	5	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.79	\$513.95	\$ 101.70	\$508.50	102.60	\$513.00	102.11	\$ 510.55
				\$0.00		\$0.00		\$0.00		\$ -
	20	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$2,341.40	\$ 116.34	\$2,326.80	116.95	\$2,339.00	116.98	\$ 2,339.60
				\$0.00		\$0.00		\$0.00		\$ -
	5	CLAMPS, BELL JOINT REPAIR 10"	\$ 204.45	\$1,022.25	\$ 202.27	\$1,011.35	203.00	\$1,015.00	203.09	\$ 1,015.45
				\$0.00		\$0.00		\$0.00		\$ -

	5	CLAMPS, BELL JOINT REPAIR 12"	\$ 221.14	\$1,105.70	\$ 218.80	\$1,094.00	219.50	\$1,097.50	219.68	\$ 1,098.40
TOTAL ITEM 2				\$7,777.00		\$7,703.40		\$7,728.25		\$ 7,739.50
3		COMPRESSIONBRASS FITTINGS	FORD		FORD		MUELLER		AYMCDONALD	
	230	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 11.88	\$2,732.40	\$ 11.74	\$2,700.20	11.60	\$2,668.00	\$ 11.98	\$ 2,755.40
				\$0.00		\$0.00		\$0.00		\$ -
	200	COUPLINGS, 1" C-COMP X C-COMP 3 PIECE	\$ 13.59	\$2,718.00	\$ 13.42	\$2,684.00	12.66	\$2,532.00	\$ 13.70	\$ 2,740.00
				\$0.00		\$0.00		\$0.00		\$ -
	4	COUPLINGS, 1-1/2" C-COMP X C-COMP 3 PIECE	\$ 45.49	\$181.96	\$ 45.00	\$180.00	44.88	\$179.52	\$ 45.83	\$ 183.32
				\$0.00		\$0.00		\$0.00		\$ -
	2	COUPLINGS, 2" C-COMP X C-COMP 3 PIECE	\$ 61.41	\$122.82	\$ 60.77	\$121.54	60.60	\$121.20	\$ 61.92	\$ 123.84
				\$0.00		\$0.00		\$0.00		\$ -
	60	COUPLINGS, 3/4" C-COMP X MIP	\$ 9.76	\$585.60	\$ 9.66	\$579.60	9.50	\$570.00	\$ 9.83	\$ 589.80
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, 1" C-COMP X MIP	\$ 11.55	\$115.50	\$ 11.42	\$114.20	11.30	\$113.00	\$ 11.65	\$ 116.50
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, 1-1/2" C-COMP X MIP	\$ 31.66	\$316.60	\$ 31.31	\$313.10	31.09	\$310.90	\$ 31.91	\$ 319.10
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, 2" C-COMP X MIP	\$ 46.13	\$461.30	\$ 45.64	\$456.40	45.30	\$453.00	\$ 46.51	\$ 465.10
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.26	\$102.60	\$ 10.15	\$101.50	10.25	\$102.50	\$ 10.33	\$ 103.30
				\$0.00		\$0.00		\$0.00		\$ -
	30	COUPLINGS, 1" C-COMP X FIP	\$ 13.92	\$417.60	\$ 13.74	\$412.20	14.66	\$439.80	\$ 14.03	\$ 420.90
				\$0.00		\$0.00		\$0.00		\$ -
	5	COUPLINGS, 1-1/2" C-COMP X FIP	\$ 40.50	\$202.50	\$ 40.06	\$200.30	39.95	\$199.75	\$ 40.81	\$ 204.05
				\$0.00		\$0.00		\$0.00		\$ -
	30	COUPLINGS, 2" C-COMP X FIP	\$ 48.22	\$1,446.60	\$ 47.70	\$1,431.00	47.62	\$1,428.60	\$ 48.58	\$ 1,457.40
				\$0.00		\$0.00		\$0.00		\$ -
	50	COUPLINGS, 1" X 3/4" REDUCER C X C-COMP PIGGYBACK	\$ 13.80	\$690.00	\$ 13.65	\$682.50	12.91	\$645.50	\$ 13.92	\$ 696.00
				\$0.00		\$0.00		\$0.00		\$ -
	40	CORPORATIONS, 3/4" CC X C-COMP BALL	\$ 31.49	\$1,259.60	\$ 31.15	\$1,246.00	30.15	\$1,206.00	\$ 30.97	\$ 1,238.80
				\$0.00		\$0.00		\$0.00		\$ -
	30	CORPORATIONS, 1" CC X C-COMP BALL	\$ 41.42	\$1,242.60	\$ 40.97	\$1,229.10	39.67	\$1,190.10	\$ 40.73	\$ 1,221.90
				\$0.00		\$0.00		\$0.00		\$ -
	120	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 31.49	\$3,778.80	\$ 31.15	\$3,738.00	30.15	\$3,618.00	\$ 30.97	\$ 3,716.40
				\$0.00		\$0.00		\$0.00		\$ -
	600	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 41.42	\$24,852.00	\$ 40.97	\$24,582.00	39.25	\$23,550.00	\$ 39.74	\$ 23,844.00
				\$0.00		\$0.00		\$0.00		\$ -
	5	CORPORATIONS, 1-1/2" MIP X C-COMP (BALL)	\$ 92.81	\$464.05	\$ 91.82	\$459.10	89.25	\$446.25	\$ 91.30	\$ 456.50
				\$0.00		\$0.00		\$0.00		\$ -
	150	CORPORATIONS, 2" MIP X C-COMP (BALL)	\$ 153.51	\$23,026.50	\$ 151.36	\$22,704.00	147.54	\$22,131.00	\$ 147.32	\$ 22,098.00
				\$0.00		\$0.00		\$0.00		\$ -
	100	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 43.10	\$4,310.00	\$ 42.62	\$4,262.00	42.56	\$4,256.00	\$ 42.41	\$ 4,241.00
				\$0.00		\$0.00		\$0.00		\$ -
	250	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 64.81	\$16,202.50	\$ 64.18	\$16,045.00	64.00	\$16,000.00	\$ 62.19	\$ 15,547.50
				\$0.00		\$0.00		\$0.00		\$ -
	5	CURB STOPS, 1-1/2" C-COMP X C-COMP (BALL)	\$ 155.08	\$775.40	\$ 153.43	\$767.15	145.75	\$728.75	\$ 152.54	\$ 762.70
				\$0.00		\$0.00		\$0.00		\$ -
	150	CURB STOPS, 2" C-COMP X C-COMP (BALL)	\$ 218.03	\$32,704.50	\$ 215.55	\$32,332.50	215.13	\$32,269.50	\$ 209.22	\$ 31,383.00
				\$0.00		\$0.00		\$0.00		\$ -
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 37.84	\$3,784.00	\$ 37.44	\$3,744.00	37.44	\$3,744.00	\$ 37.23	\$ 3,723.00
				\$0.00		\$0.00		\$0.00		\$ -
	20	CURB STOPS, 1" C-COMP X PIPE (F) (BALL)	\$ 58.15	\$1,163.04	\$ 57.50	\$1,150.00	57.45	\$1,149.00	\$ 57.18	\$ 1,143.60
				\$0.00		\$0.00		\$0.00		\$ -
	20	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 176.04	\$3,520.80	\$ 174.16	\$3,483.20	175.50	\$3,510.00	\$ 173.16	\$ 3,463.20
				\$0.00		\$0.00		\$0.00		\$ -
	5	ELBOW, 3/4" C-COMP X MIP	\$ 10.68	\$53.40	\$ 10.57	\$52.85	10.03	\$50.15	\$ 10.77	\$ 53.85
				\$0.00		\$0.00		\$0.00		\$ -
	30	ELBOW 1" C-COMP X MIP	\$ 17.78	\$533.40	\$ 17.59	\$527.70	17.15	\$514.50	\$ 17.91	\$ 537.30
				\$0.00		\$0.00		\$0.00		\$ -
	5	ELBOW 1-1/2" C-COMP X MIP	\$ 51.64	\$258.20	\$ 51.10	\$255.50	50.82	\$254.10	\$ 52.03	\$ 260.15
				\$0.00		\$0.00		\$0.00		\$ -
	120	ELBOW, 2" C-COMP X MIP	\$ 74.01	\$8,881.20	\$ 73.19	\$8,782.80	72.82	\$8,738.40	\$ 74.57	\$ 8,948.40
				\$0.00		\$0.00		\$0.00		\$ -
	30	ELBOW, 3/4" C-COMP X FIP	\$ 13.84	\$415.20	\$ 13.69	\$410.70	14.78	\$443.40	\$ 13.96	\$ 418.80
				\$0.00		\$0.00		\$0.00		\$ -

	50	ELBOW, 1" C-COMP X FIP	\$ 22.57	\$1,128.50	\$ 22.31	\$1,115.50	22.12	\$1,106.00	\$ 22.75	\$ 1,137.50
				\$0.00		\$0.00		\$0.00		\$ -
	5	ELBOW, 1-1/2" C-COMP X FIP	\$ 57.15	\$285.75	\$ 56.54	\$282.70	56.49	\$282.45	\$ 57.59	\$ 287.95
				\$0.00		\$0.00		\$0.00		\$ -
	30	ELBOW, 2" C-COMP X FIP	\$ 81.71	\$2,451.30	\$ 80.83	\$2,424.90	64.99	\$1,949.70	\$ 82.33	\$ 2,469.90
				\$0.00		\$0.00		\$0.00		\$ -
	30	ELBOW, 3/4" COPPER - COPPER 90 DEG COMP	\$ 15.36	\$460.80	\$ 15.20	\$456.00	14.35	\$430.50	\$ 15.47	\$ 464.10
				\$0.00		\$0.00		\$0.00		\$ -
	50	ELBOW, 1" COPPER - COPPER 90 DEG COMP	\$ 19.72	\$986.00	\$ 19.51	\$975.50	18.41	\$920.50	\$ 19.90	\$ 995.00
				\$0.00		\$0.00		\$0.00		\$ -
	5	ELBOW, 1-1/2" COPPER - COPPER 90 DEG COMP	\$ 63.35	\$316.75	\$ 62.67	\$313.35	62.50	\$312.50	\$ 63.84	\$ 319.20
				\$0.00		\$0.00		\$0.00		\$ -
	50	ELBOW, 2" COPPER - COPPER 90 DEG COMP	\$ 128.17	\$6,408.50	\$ 126.74	\$6,337.00	126.40	\$6,320.00	\$ 129.16	\$ 6,458.00
				\$0.00		\$0.00		\$0.00		\$ -
	20	TEE, BRASS 2"X2"X1" C-COMP X C-COMP X FIP	\$ 98.50	\$1,970.00	\$ 111.12	\$2,222.40	78.58	\$1,571.60	\$ 77.64	\$ 1,552.80
TOTAL ITEM 3				\$151,326.27		\$149,875.49		\$146,456.17		\$ 146,917.26
4		DRESSERCOUPLINGS	ROMAC		ROMAC					
	4	6" CAST IRON X 6" OD STEEL	\$ 91.42	\$365.68	94.25	\$377.00	90.54	\$362.16	\$ 70.06	\$ 280.24
TOTAL ITEM 4				\$365.68		\$377.00		\$362.16		\$ 280.24
5		DUCTILEIRON MJ FITTINGS- COMPACT STYLEWITHOUT ACCESSORIES								
	5	BEND, MJ BXB 11-1/4 6"	\$ 49.43	\$247.15	\$ 47.90	\$239.50	47.90	\$239.50	\$ 48.87	\$ 244.35
				\$0.00		\$0.00		\$0.00		\$ -
	10	BEND, MJ BXB 45 DI 4"	\$ 32.42	\$324.20	\$ 31.42	\$314.20	31.42	\$314.20	\$ 32.06	\$ 320.60
				\$0.00		\$0.00		\$0.00		\$ -
	20	BEND, MJ BXB 45 DI 6"	\$ 52.08	\$1,041.60	\$ 50.47	\$1,009.40	50.47	\$1,009.40	\$ 51.50	\$ 1,030.00
				\$0.00		\$0.00		\$0.00		\$ -
	6	BEND, MJ BXB 45 DI 10"	\$ 111.08	\$666.48	\$ 107.64	\$645.84	107.64	\$645.84	\$ 109.83	\$ 658.98
				\$0.00		\$0.00		\$0.00		\$ -
	16	BEND, MJ BXB 45 DI 12"	\$ 165.82	\$2,653.12	\$ 160.68	\$2,570.88	160.68	\$2,570.88	\$ 163.96	\$ 2,623.36
				\$0.00		\$0.00		\$0.00		\$ -
	4	BEND, MJ BXB 45 DI 16"	\$ 325.26	\$1,301.04	\$ 315.18	\$1,260.72	314.67	\$1,258.68	\$ 321.61	\$ 1,286.44
				\$0.00		\$0.00		\$0.00		\$ -
	2	BEND, MJ BXB 45 DI 18"	\$ 466.63	\$933.26	\$ 403.88	\$807.76	451.66	\$903.32	\$ 461.40	\$ 922.80
				\$0.00		\$0.00		\$0.00		\$ -
	2	BEND, MJ BXB 45 DI 30"	\$ 1,538.63	\$3,077.26	\$ 1,490.93	\$2,981.86	1,490.41	\$2,980.82	\$ 1,521.35	\$ 3,042.70
				\$0.00		\$0.00		\$0.00		\$ -
	2	BEND, MJ BXB 45 DI 36"	\$ 2,249.76	\$4,499.52	\$ 1,947.18	\$3,894.36	2,179.48	\$4,358.96	\$ 2,224.48	\$ 4,448.96
				\$0.00		\$0.00		\$0.00		\$ -
	5	BEND, MJ BXB 90 DI 4"	\$ 39.32	\$196.60	\$ 38.11	\$190.55	38.11	\$190.55	\$ 38.89	\$ 194.45
				\$0.00		\$0.00		\$0.00		\$ -
	4	BEND, MJ XSP 45 DI 12"	\$ 196.64	\$786.56	\$ 190.55	\$762.20	190.55	\$762.20	\$ 194.43	\$ 777.72
				\$0.00		\$0.00		\$0.00		\$ -
	10	CONNECTION, FLXMJADAPTER DI 4"	\$ 37.20	\$372.00	\$ 36.05	\$360.50	36.05	\$360.50	\$ 36.79	\$ 367.90
				\$0.00		\$0.00		\$0.00		\$ -
	10	CONNECTION, FLXMJADAPTER DI 6"	\$ 51.55	\$515.50	\$ 49.96	\$499.60	49.96	\$499.60	\$ 50.97	\$ 509.70
				\$0.00		\$0.00		\$0.00		\$ -
	10	CONNECTION, FLXMJADAPTER DI 8"	\$ 78.13	\$781.30	\$ 75.71	\$757.10	75.71	\$757.10	\$ 77.25	\$ 772.50
				\$0.00		\$0.00		\$0.00		\$ -
	2	CONNECTION, FLXMJADAPTER DI 30"	\$ 1,305.85	\$2,611.70	\$ 1,265.36	\$2,530.72	1,264.84	\$2,529.68	\$ 1,291.18	\$ 2,582.36
				\$0.00		\$0.00		\$0.00		\$ -
	3	CONNECTION, FLXMJADAPTER DI 36"	\$ 1,871.34	\$5,614.02	\$ 1,813.32	\$5,439.96	1,812.80	\$5,438.40	\$ 1,850.33	\$ 5,550.99
				\$0.00		\$0.00		\$0.00		\$ -
	1	CROSS, DIMJ 16"X16"X6"X6"	\$ 500.12	\$500.12	\$ 484.62	\$484.62	484.10	\$484.10	\$ 494.50	\$ 494.50
				\$0.00		\$0.00		\$0.00		\$ -
	2	PLUG, DIMJ TAPPED 2" 36"	\$ 1,670.44	\$3,340.88	\$ 1,618.65	\$3,237.30	1,618.13	\$3,236.26	\$ 1,651.68	\$ 3,303.36
				\$0.00		\$0.00		\$0.00		\$ -
	1	REDUCER, DIMJ B-B 10" X 6"	\$ 70.15	\$70.15	\$ 67.98	\$67.98	67.98	\$67.98	\$ 69.38	\$ 69.38
				\$0.00		\$0.00		\$0.00		\$ -
	3	REDUCER, MJXSP SEB 12"X6"	\$ 130.21	\$390.63	\$ 126.18	\$378.54	126.18	\$378.54	\$ 128.75	\$ 386.25
				\$0.00		\$0.00		\$0.00		\$ -
	1	REDUCER, MJXSP LEB DI 8"X6"	\$ 53.68	\$53.68	\$ 52.02	\$52.02	52.02	\$52.02	\$ 53.08	\$ 53.08
				\$0.00		\$0.00		\$0.00		\$ -
	2	REDUCER, MJXSP LEB 12" X 8"	\$ 124.36	\$248.72	\$ 120.51	\$241.02	120.51	\$241.02	\$ 122.97	\$ 245.94
				\$0.00		\$0.00		\$0.00		\$ -

	1	REDUCER MJXFL 6"X4"	\$ 165.82	\$165.82	\$ 108.67	\$108.67	160.68	\$160.68	\$ 110.99	\$ 110.99
				\$0.00		\$0.00		\$0.00		\$ -
	3	SLEEVE, DIMJ COMPACT 6"X6"	\$ 43.58	\$130.74	\$ 42.23	\$126.69	42.23	\$126.69	\$ 43.09	\$ 129.27
				\$0.00		\$0.00		\$0.00		\$ -
	3	SLEEVE, DIMJ SOLID 4"X12"	\$ 34.55	\$103.65	\$ 33.48	\$100.44	33.48	\$100.44	\$ 34.16	\$ 102.48
				\$0.00		\$0.00		\$0.00		\$ -
	130	SLEEVE, DIMJ SOLID 6" X 12"	\$ 56.75	\$7,377.50	\$ 56.14	\$7,298.20	56.14	\$7,298.20	\$ 57.28	\$ 7,446.40
				\$0.00		\$0.00		\$0.00		\$ -
	10	SLEEVE, DIMJ SOLID 8" X 12"	\$ 95.14	\$951.40	\$ 92.19	\$921.90	92.19	\$921.90	\$ 94.07	\$ 940.70
				\$0.00		\$0.00		\$0.00		\$ -
	4	SLEEVE, DIMJ SOLID 30"X24"	\$ 1,247.91	\$4,991.64	\$ 1,209.22	\$4,836.88	1,208.71	\$4,834.84	\$ 1,233.99	\$ 4,935.96
				\$0.00		\$0.00		\$0.00		\$ -
	2	SLEEVE, DIMJ COMPACT DP CUTTING-IN MJXFL 8"X10"	\$ -	\$0.00	\$ 223.00	\$446.00	299.64	\$599.28	\$ 239.79	\$ 479.58
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 6"X6"X4"	\$ 86.63	\$173.26	\$ 83.95	\$167.90	83.95	\$167.90	\$ 85.66	\$ 171.32
				\$0.00		\$0.00		\$0.00		\$ -
	15	TEE, DIMJ 6"X6"X6"	\$ 93.01	\$1,395.15	\$ 90.13	\$1,351.95	90.13	\$1,351.95	\$ 91.96	\$ 1,379.40
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 8"X8"X4"	\$ 100.45	\$200.90	\$ 97.34	\$194.68	97.34	\$194.68	\$ 99.32	\$ 198.64
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 8"X8"X6"	\$ 115.86	\$231.72	\$ 112.27	\$224.54	112.27	\$224.54	\$ 114.56	\$ 229.12
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 8"X8"X8"	\$ 139.78	\$279.56	\$ 135.45	\$270.90	135.45	\$270.90	\$ 138.21	\$ 276.42
				\$0.00		\$0.00		\$0.00		\$ -
	1	TEE, DIMJ 10"X10"X4"	\$ 154.12	\$154.12	\$ 149.35	\$149.35	149.35	\$149.35	\$ 152.40	\$ 152.40
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 10"X10"8"	\$ 174.86	\$349.72	\$ 169.44	\$338.88	169.44	\$338.88	\$ 172.89	\$ 345.78
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 12"X12"X6"	\$ 188.68	\$377.36	\$ 182.83	\$365.66	182.83	\$365.66	\$ 186.56	\$ 373.12
				\$0.00		\$0.00		\$0.00		\$ -
	2	TEE, DIMJ 12"X12"X12"	\$ 279.03	\$558.06	\$ 270.38	\$540.76	270.38	\$540.76	\$ 275.89	\$ 551.78
TOTAL ITEM 5				\$47,666.09		\$46,170.03		\$46,926.20		\$ 47,709.68
6		GALVANIZEDFITTINGS								
	10	BUSHINGS, 2" X 1-1/2"	\$ 6.44	\$64.40	\$ 6.56	\$65.60	6.52	\$65.20	6.17	\$ 61.70
				\$0.00		\$0.00		\$0.00		\$ -
	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.49	\$49.80	\$ 2.54	\$50.80	2.52	\$50.40	2.38	\$ 47.60
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, GALV COMMON 1"	\$ 4.09	\$40.90	\$ 4.16	\$41.60	4.14	\$41.40	3.91	\$ 39.10
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, GALV COMMON 1-1/4"	\$ 5.77	\$57.70	\$ 5.87	\$58.70	5.83	\$58.30	5.52	\$ 55.20
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS, GALV REDUCER 1-1/4"X1"	\$ 5.93	\$59.30	\$ 6.03	\$60.30	6.00	\$60.00	5.67	\$ 56.70
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS GALV REDUCER 1-1/2"X1"	\$ 7.81	\$78.10	\$ 7.93	\$79.30	7.89	\$78.90	7.46	\$ 74.60
				\$0.00		\$0.00		\$0.00		\$ -
	10	COUPLINGS GALV REDUCER 2"X1-1/2'	\$ 10.65	\$106.50	\$ 10.82	\$108.20	10.77	\$107.70	10.18	\$ 101.80
				\$0.00		\$0.00		\$0.00		\$ -
	10	ELBOW, GALV COMMON 90 1-1/2:"	\$ 6.93	\$69.30	\$ 7.06	\$70.60	7.01	\$70.10	6.62	\$ 66.20
				\$0.00		\$0.00		\$0.00		\$ -
	20	ELBOW, GALV ST. 90 3/4"	\$ 3.25	\$65.00	\$ 3.31	\$66.20	3.29	\$65.80	1.73	\$ 34.60
				\$0.00		\$0.00		\$0.00		\$ -
	5	NIPPLE, GALV 1/2" X CLOSE	\$ 0.75	\$3.75	\$ 0.84	\$4.20	0.74	\$3.70	5.30	\$ 26.50
				\$0.00		\$0.00		\$0.00		\$ -
	20	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$18.00	\$ 1.01	\$20.20	0.89	\$17.80	1.01	\$ 20.20
				\$0.00		\$0.00		\$0.00		\$ -
	10	NIPPLE, GALV 3/4" X 2-1/2"	\$ 1.08	\$10.80	\$ 1.21	\$12.10	1.07	\$10.70	1.21	\$ 12.10
				\$0.00		\$0.00		\$0.00		\$ -
	10	NIPPLE, GALV 2" X 6"	\$ 5.59	\$55.90	\$ 6.16	\$61.60	5.45	\$54.50	6.24	\$ 62.40
				\$0.00		\$0.00		\$0.00		\$ -
	20	PLUG, GALV 3/4"	\$ 2.20	\$44.00	\$ 2.23	\$44.60	0.76	\$15.20	2.09	\$ 41.80
				\$0.00		\$0.00		\$0.00		\$ -
	40	PLUG, GALV 2"	\$ 6.13	\$245.20	\$ 6.24	\$249.60	6.20	\$248.00	5.87	\$ 234.80
TOTAL ITEM 6				\$968.65		\$993.60		\$947.70		\$ 935.30
7		MEGALUGFIELDLOK GASKETS								

		EBBAMEGALUGGLANDBOXEDKITS W/STANDARDMJ GASKETS- DSC								
	100	4"	\$ 27.37	\$2,737.00	\$ 26.50	\$2,650.00	26.25	\$2,625.00	26.26	\$ 2,626.00
				\$0.00		\$0.00		\$0.00		\$ -
	600	6"	\$ 34.05	\$20,430.00	\$ 33.00	\$19,800.00	32.59	\$19,554.00	32.67	\$ 19,602.00
				\$0.00		\$0.00		\$0.00		\$ -
	100	8"	\$ 46.21	\$4,621.00	\$ 44.75	\$4,475.00	44.14	\$4,414.00	44.33	\$ 4,433.00
				\$0.00		\$0.00		\$0.00		\$ -
	60	10"	\$ 66.03	\$3,961.80	\$ 64.00	\$3,840.00	63.21	\$3,792.60	63.34	\$ 3,800.40
				\$0.00		\$0.00		\$0.00		\$ -
	120	12"	\$ 88.51	\$10,621.20	\$ 85.75	\$10,290.00	84.56	\$10,147.20	84.91	\$ 10,189.20
				\$0.00		\$0.00		\$0.00		\$ -
	30	16"	\$ 151.24	\$4,537.20	\$ 146.50	\$4,395.00	144.63	\$4,338.90	145.08	\$ 4,352.40
				\$0.00		\$0.00		\$0.00		\$ -
	35	18"	\$ 202.83	\$7,099.05	\$ 196.50	\$6,877.50	193.63	\$6,777.05	194.58	\$ 6,810.30
				\$0.00		\$0.00		\$0.00		\$ -
	10	24"	\$ 342.65	\$3,426.50	\$ 332.05	\$3,320.50	326.41	\$3,264.10	328.70	\$ 3,287.00
				\$0.00		\$0.00		\$0.00		\$ -
	20	30"	\$ 785.44	\$15,708.80	\$ 761.10	\$15,222.00	747.41	\$14,948.20	753.44	\$ 15,068.80
				\$0.00		\$0.00		\$0.00		\$ -
	15	36"	\$ 966.75	\$14,501.25	\$ 936.85	\$14,052.75	920.10	\$13,801.50	927.37	\$ 13,910.55
				\$0.00		\$0.00				\$ -
	5	42"	\$ 1,505.06	\$7,525.30	\$ 1,458.50	\$7,292.50	1,432.31	\$7,161.55	1440.05	\$ 7,200.25
		TYTONJOINT RESTRAINT		\$0.00		\$0.00		\$0.00		\$ -
	10	GASKET, FIELD LOK 4"	\$ 39.55	\$395.50	\$ 37.30	\$373.00	48.80	\$488.00	51.75	\$ 517.50
				\$0.00		\$0.00		\$0.00		\$ -
	25	GASKET, FIELD LOK 6"	\$ 56.20	\$1,405.00	\$ 52.90	\$1,322.50	69.45	\$1,736.25	73.47	\$ 1,836.75
				\$0.00		\$0.00		\$0.00		\$ -
	20	GASKET, FIELD LOK 12"	\$ 110.55	\$2,211.00	\$ 119.80	\$2,396.00	135.70	\$2,714.00	144.51	\$ 2,890.20
		SPLIT MEGALUGS		\$0.00		\$0.00		\$0.00		\$ -
	5	6"	\$ 53.32	\$266.60	\$ 51.65	\$258.25	51.14	\$255.70	51.15	\$ 255.75
				\$0.00		\$0.00		\$0.00		\$ -
	6	GASKET, FIELD LOK 6"	\$ 136.08	\$816.48	\$ 131.85	\$791.10	130.24	\$781.44	130.55	\$ 783.30
		GASKET,FULLFACE		\$0.00		\$0.00		\$0.00		\$ -
	3	18"	\$ 12.15	\$36.45	\$ 9.00	\$27.00	9.75	\$29.25	\$ 8.00	\$ 24.00
				\$0.00		\$0.00		\$0.00		\$ -
	4	24"	\$ 20.43	\$81.72	\$ 15.00	\$60.00	16.72	\$66.88	\$ 16.83	\$ 67.32
				\$0.00		\$0.00		\$0.00		\$ -
	4	30"	\$ 29.75	\$119.00	\$ 21.00	\$84.00	23.62	\$94.48	78.13	\$ 312.52
				\$0.00		\$0.00		\$0.00		\$ -
	2	36"	\$ 38.20	\$76.40	\$ 39.00	\$78.00	30.51	\$61.02	31.44	\$ 62.88
TOTAL ITEM 7				\$100,577.25		\$97,605.10		\$97,051.12		\$ 98,030.12
8		PIPE, COPPER								
	9,000	3/4"	\$ 2.68	\$24,120.00	\$ 2.33	\$20,970.00	2.25	\$20,250.00	2.01	\$ 18,090.00
				\$0.00		\$0.00		\$0.00		\$ -
	9,000	1"	\$ 3.49	\$31,410.00	\$ 3.04	\$27,360.00	2.91	\$26,190.00	2.63	\$ 23,670.00
TOTAL ITEM 8				\$55,530.00		\$48,330.00		\$46,440.00		\$ 41,760.00
9		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS								
	1,440	C-52 4"	\$ 20.85	\$30,024.00	\$ -	\$0.00	20.00	\$28,800.00	20.73	\$ 29,851.20
				\$0.00		\$0.00		\$0.00		\$ -
	1,620	C-50 6"	\$ 12.02	\$19,472.40	\$ -	\$0.00	11.31	\$18,322.20	11.98	\$ 19,407.60
				\$0.00		\$0.00		\$0.00		\$ -
	1,080	C-50 12"	\$ 29.60	\$31,968.00	\$ -	\$0.00	27.85	\$30,078.00	29.48	\$ 31,838.40
				\$0.00		\$0.00		\$0.00		\$ -
	54	C-50 16"	\$ 42.60	\$2,300.40	\$ -	\$0.00	41.00	\$2,214.00	42.47	\$ 2,293.38
				\$0.00		\$0.00		\$0.00		\$ -
	36	C-50 42"	\$ 186.35	\$6,708.60	\$ -	\$0.00	298.74	\$10,754.64	186.18	\$ 6,702.48
				\$0.00		\$0.00		\$0.00		\$ -
	72	C-50 36" TR-FLEX	\$ 171.00	\$12,312.00	\$ -	\$0.00	182.32	\$13,127.04	170.84	\$ 12,300.48
TOTAL ITEM 9				\$102,785.40		\$0.00		\$103,295.88		\$ 102,393.54
10		PIPE, HDPEPOLY	ROMAC		ROMAC		ROMAC		ROMAC	
	1600	2" (100' ROLLS)	\$ 1.03	\$1,648.00	\$ 1.22	\$1,952.00	1.23	1,968.00	1.17	\$ 1,872.00
				\$0.00		\$0.00		0.00		\$ -
	900	2" (300' ROLLS)	\$ 1.03	\$927.00	\$ 1.22	\$1,098.00	1.23	1,107.00	1.17	\$ 1,053.00
TOTAL ITEM 10				\$2,575.00		\$3,050.00		3,075.00		\$ 2,925.00

11		SERVICESADDLES,DOUBLESTRAP WITH TYPE304 S/S STRAPS AND TYPE304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC		ROMAC	ROMAC	ROMAC			
	10	SADDLE, DS 4"x2"	\$ 42.81	\$428.10	\$ 42.33	\$423.30	42.53	\$425.30	42.52	\$ 425.20
				\$0.00		\$0.00		\$0.00		\$ -
	150	SADDLE, DS 6"x1"	\$ 41.84	\$6,276.00	\$ 41.60	\$6,240.00	41.83	\$6,274.50	41.81	\$ 6,271.50
				\$0.00		\$0.00		\$0.00		\$ -
	20	SADDLE, DS 6"x2"	\$ 47.43	\$948.60	\$ 46.86	\$937.20	47.12	\$942.40	47.12	\$ 942.40
				\$0.00		\$0.00		\$0.00		\$ -
	150	SADDLE, DS 8"x1"	\$ 52.55	\$7,882.50	\$ 52.18	\$7,827.00	52.52	\$7,878.00	50.73	\$ 7,609.50
				\$0.00		\$0.00		\$0.00		\$ -
	40	SADDLE, DS 8"x2"	\$ 58.77	\$2,350.80	\$ 58.07	\$2,322.80	58.39	\$2,335.60	58.39	\$ 2,335.60
				\$0.00		\$0.00		\$0.00		\$ -
	10	SADDLE, DS 10"x2"	\$ 70.95	\$709.50	\$ 70.15	\$701.50	70.50	\$705.00	70.49	\$ 704.90
				\$0.00		\$0.00		\$0.00		\$ -
	60	SADDLE, DS 12"x1"	\$ 71.93	\$4,315.80	\$ 71.10	\$4,266.00	71.46	\$4,287.60	71.46	\$ 4,287.60
				\$0.00		\$0.00		\$0.00		\$ -
	30	SADDLE, DS 12"x2"	\$ 82.21	\$2,466.30	\$ 81.28	\$2,438.40	81.66	\$2,449.80	81.66	\$ 2,449.80
				\$0.00		\$0.00		\$0.00		\$ -
	3	SADDLE, DS 16"x2"	\$ 98.46	\$295.38	\$ 97.34	\$292.02	97.81	\$293.43	97.81	\$ 293.43
				\$0.00		\$0.00		\$0.00		\$ -
	30	SADDLE, DS 18"x2"	\$ 142.95	\$4,288.50	\$ 141.25	\$4,237.50	142.00	\$4,260.00	142.00	\$ 4,260.00
TOTAL ITEM 11				\$29,961.48		\$29,685.72		\$29,851.63		\$ 29,579.93
12		VALVES	M&H		AFC	MUELLER		AFC		
	2	GATE VALVE, DI FLXFL OPEN LEFT 6"	\$ 715.00	\$1,430.00	\$ 533.00	\$1,066.00	475.00	\$950.00	530.54	\$ 1,061.08
				\$0.00		\$0.00		\$0.00		\$ -
	3	GATE VALVE, DI FLXFL OPEN LEFT 8"	\$ 1,172.00	\$3,516.00	\$ 814.00	\$2,442.00	778.00	\$2,334.00	810.26	\$ 2,430.78
				\$0.00		\$0.00		\$0.00		\$ -
	10	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 323.00	\$3,230.00	\$ 314.00	\$3,140.00	335.00	\$3,350.00	323.00	\$ 3,230.00
				\$0.00		\$0.00		\$0.00		\$ -
	90	GATE VALVE, DI MJxMJ OPEN RIGHT 6"	\$ 411.20	\$37,008.00	\$ 401.00	\$36,090.00	426.50	\$38,385.00	410.27	\$ 36,924.30
				\$0.00		\$0.00		\$0.00		\$ -
	10	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 655.00	\$6,550.00	\$ 639.00	\$6,390.00	678.00	\$6,780.00	656.29	\$ 6,562.90
				\$0.00		\$0.00		\$0.00		\$ -
	15	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,292.56	\$19,388.40	\$ 1,261.00	\$18,915.00	1,337.50	\$20,062.50	1261.87	\$ 18,928.05
				\$0.00		\$0.00		\$0.00		\$ -
	30	GATE VALVE, FLxMJ OPEN RIGHT 4"	\$ 307.70	\$9,231.00	\$ 300.00	\$9,000.00	319.00	\$9,570.00	308.65	\$ 9,259.50
				\$0.00		\$0.00		\$0.00		\$ -
	30	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 411.00	\$12,330.00	\$ 402.00	\$12,060.00	426.50	\$12,795.00	410.27	\$ 12,308.10
				\$0.00		\$0.00		\$0.00		\$ -
	8	GATE VALVE, FLxMJ OPEN RIGHT 8"	\$ 642.70	\$5,141.60	\$ 627.00	\$5,016.00	667.00	\$5,336.00	644.16	\$ 5,153.28
				\$0.00		\$0.00		\$0.00		\$ -
	1	GATE VALVE, FLXFL OPEN RIGHT 10"	\$ 667.50	\$667.50	\$ 1,035.00	\$1,035.00	1,099.00	\$1,099.00	1079.20	\$ 1,079.20
				\$0.00		\$0.00		\$0.00		\$ -
	2	GATE VALVE, FLXFL OPEN LEFT WHEEL TOP 8"	\$ 427.00	\$854.00	\$ 652.00	\$1,304.00	691.50	\$1,383.00	668.80	\$ 1,337.60
				\$0.00		\$0.00		\$0.00		\$ -
	3	VALVE, VACUUM/RELEASE 1"	\$ 260.00	\$780.00	\$ 240.00	\$720.00	275.00	\$825.00	285.37	\$ 856.11
TOTAL ITEM 12				\$100,126.50		\$97,178.00		\$102,869.50		\$ 99,130.90
13		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)								
	1	18" MJ X MJ	\$ 1,685.00	\$1,685.00	\$ 1,965.00	\$1,965.00	1,906.00	\$1,906.00	3185.00	\$ 3,185.00
				\$0.00		\$0.00		\$0.00		\$ -
	3	30" MJ X MJ	\$ 7,846.00	\$23,538.00	\$ 6,002.00	\$18,006.00	5,821.00	\$17,463.00	6200.00	\$ 18,600.00
				\$0.00		\$0.00		\$0.00		\$ -
	2	36" MJ X MJ	\$ 8,300.00	\$16,600.00	\$ 7,375.00	\$14,750.00	7,153.00	\$14,306.00	7566.00	\$ 15,132.00
TOTAL ITEM 13				\$41,823.00		\$34,721.00		\$33,675.00		\$ 36,917.00
14		COILED PIT SETTER METER BOX								
	400	Meter Box, Coiled Pit Setter 18"	\$ 740.00	\$296,000.00	\$ -	\$0.00	641.45	\$256,580.00	614.00	\$ 245,600.00
TOTAL ITEM 14				\$296,000.00		\$0.00		\$256,580.00		\$ 245,600.00
15		ALL THREAD								
	30	1/2"	\$ 0.87	\$26.10	\$ 0.97	\$ 29.10	1.16	\$34.80	0.53	15.90
				\$0.00		\$ -		\$0.00		0.00
	60	3/4"	\$ 1.87	\$112.20	\$ 2.21	\$ 132.60	2.62	\$157.20	2.35	141.00

				\$0.00		\$ -		\$0.00		0.00
	30	ROD COUPLING NUT 3/4"	\$ 0.80	\$24.00	\$ 3.06	\$ 91.80	1.30	\$39.00	1.21	36.30
TOTAL ITEM 15				\$162.30		\$253.50		\$231.00		\$ 193.20
TOTAL ITEMS 1-15				\$941,875.62	\$0.00	\$521,103.99	0.00	\$880,055.81	\$0.00	\$863,472.82
8.7% SALES TAX				\$81,943.18		\$45,336.05		\$69,604.86		\$ 75,122.14
GRAND TOTAL				\$1,023,818.80		\$566,440.04		\$949,660.67		\$ 938,594.96
CREDITCARD		NO			NO		NO		YES	
ADDITIONALPURCHASES		NO			YES		YES		YES	
DELIVERY		30 DAYSFRO			84 DAYSFRO		60 DAYSFRO		45 DAYSFRO	



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0173
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4215-15
Requisition #	RE #17694
Agenda Item Name	0440 - FIRE DEPARTMENT PURCHASE OF CHEVROLET SUBURBAN

Agenda Wording

Low bid of McCurley Chevrolet (Pasco, WA) for one (1) Chevrolet Suburban - \$45,483.00 plus tax

Summary (Background)

On 1/4/16 sealed bids were opened to provide the City of Spokane Fire Department with one (1) Chevrolet Suburban. One response was received and the Wa State Contract was considered with McCurley Chevrolet being the lowest responsive bidder.

Fiscal Impact

Budget Account

Expense	\$ 49,440.03	# 1630-35210-94280-56404
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	WILLIAMS, BOBBY	<u>Study Session</u>	
<u>Division Director</u>	WILLIAMS, BOBBY	<u>Other</u>	PSC 2/8/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		DSTOCKDILL
<u>For the Mayor</u>	SANDERS, THERESA		TPRINCE
<u>Additional Approvals</u>			TAXES & LICENSES
<u>Purchasing</u>	PRINCE, THEA		

Briefing on Fire Department Items
Public Safety Committee Meeting
February 8, 2016

Informational Items:

- **PPE Value Blanket** – The contract for PPE (personal protective equipment – ie: fire coats and pants) has expired. The City issued an RFP and received 2 submittals. Those two bidders provided SFD sets of equipment for the FD to evaluate. The committee evaluated the PPE and only one provider's equipment met our requirements. Therefore the Fire Department is recommending a Value Blanket be established for Globe PPE. This item will be coming forward to City Council as an agenda item in the near future.
- **Addressing Standard** – As a reminder, we have previously discussed that area public safety and GIS representatives who make up the Public Safety GIS Committee have been working on the development of a Addressing Standard that can be implemented on a County-wide basis. The reason for this standard is that there is nothing currently in place to formalize how new streets should be named and addressed so they do not create issues for emergency personnel trying to respond to emergencies. The draft Standard has been vetted by staff from local government agencies throughout the County and is about to be ready to send to local elected officials for their consideration. This is a heads up that in the next several weeks you will be receiving an email from the Committee advising you about the work that is being done so all elected officials are in the loop and no one gets surprises. If you have questions about this effort before or after receiving the email, please let us know.
- **Purchase of Staff Vehicles** – Back in September the FD briefed Council of the anticipated purchase of 4 staff vehicles. The purchase got pushed forward to the beginning of this year. With the change of some Council members, we thought it would be good to repeat the info below from the September 2015 briefing.
 - This is advanced notice of a probable agenda item that may come forward between now and the October PSC meeting. The FD is in the process of finalizing specifications and obtaining pricing for the replacement of four (4) staff vehicles used by the Operations and other Divisions of the Fire Department. It is expected that these vehicles will be purchased off of State contract. New State pricing is expected to be posted by the end of the month and as soon as this occurs final orders will be determined. Based on final specs, some of the vehicle purchases may need to come forward as formal agenda items while others may be below the price threshold.

AMENDED ITEM:

- **Interlocal Agreement with City of Airway Heights (Fire Department)** – This is an agreement between the parties to allow for the use of the Preemption System (Opticom) during emergency responses to help improve response times. Preemption equipment is in place on traffic signals to allow the changing of the traffic lights so emergency vehicles have a green light and all other directions have a red light. This is a standard agreement that the City/ FD is entering in to with agencies/ jurisdictions that are adjacent to the city limits.

**CHEVROLET SUBURBAN
 BID 4215-16 OPEN: 1/14/16**

	McCurley Chevrolet POBox 2698 Pasco, WA 99302 Rich Tuggle (509) 547-5555 Rich.tuggle@mccurley.net	Bud Clary Chevrolet Becky Davis (360) 423-1700 becky.davis@budclary.com Washington State Contract #03613
2016 MY CHEVROLET SUBURBAN PER SPECIFICATIONS CALLED OUT IN BID (1 or more)	\$45,483.00/ea	\$46,657.53/ea
TOTAL: (Not including Sales Tax)	\$45,483.00	\$46,657.53
Will Supplier accept credit card as payment form	NO	NO
Delivery	80 days FRO	90-120 days FRO
Exceptions:	Third Row Seat Delete - NO	



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0161
Renews #	
Cross Ref #	
Project #	
Bid #	WA STATE CONTRACT
Requisition #	VALUE BLANKET

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - VALUE BLANKET ORDER FOR POLICE TIRES

Agenda Wording

Purchase of 16", 17" and 18" Goodyear tires for police vehicles on an "as needed" basis from WINGFOOT COMMERCIAL TIRES, INC, (Spokane, Wa) using Washington State Contract #01712 - \$85,000.00 including tax

Summary (Background)

As a member of the Washington State Cooperative, State Contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State contract is allowed a deeper discount from the manufacturer.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 85,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	PWC 2/22/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	GJAKUBCZAK	
<u>Additional Approvals</u>		FLEETSERVICES	
<u>Purchasing</u>	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Fleet Services
February 22, 2016

Subject

Approve Value Blanket (VB) for the purchase of 16", 17" and 18" Goodyear tires for police vehicles on an "as needed" basis from WINGFOOT COMMERCIAL TIRE (Spokane, WA) using state contract #01712. The estimated annual expenditure is \$85,000.

Background

As a member of the Washington State Purchasing Cooperative, State contract pricing is available to the city. The state contract represents the best price available to the city as since the State Contractor is allowed a deeper discount from the manufacturer.

Impact

This VB is used to procure the automotive tires specifically for Police application required to maintain the city's equipment fleet.

Action

Approve the annual blanket with WINGFOOT COMMERCIAL TIRE for the supply of automotive tires for police application.

Funding

The estimated annual expenditure was included in the 2016 Fleet Services Department budget.



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0162
Renews #	
Cross Ref #	
Project #	
Bid #	NJPA
Requisition #	RE #17824

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE JAKUBCZAK 625-7865
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - FLEET SERVICES PURCHASE OF BACKHOE LOADER

Agenda Wording

Purchase of one (1) Caterpillar 450F Backhoe/Loader with options from Western States Equipment Co. (Spokane, WA) for the City of Spokane Fleet Services Department - \$185,426.79 including tax

Summary (Background)

Using an Interlocal Agreement with National NJPA - and using Contract - #060311 - The local vendor for Caterpillar is Western States Equipment Co. This backhoe/loader will replace a unit in the Water Department's Fleet that has reached the end of its economic service life.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 185,426.79	#	4100-42490-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	PWC 2/22/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	gjakubczak	
<u>Additional Approvals</u>		fleetservices	
<u>Purchasing</u>	PRINCE, THEA	Taxes & licenses	

BRIEFING PAPER
Public Works Committee
Fleet Services
February 22, 2016

Subject

Purchase of one (1) Caterpillar 450F backhoe/loader with options for **\$185,426.79** (tax incl.) as a replacement unit for the Water Department.

Background

The backhoe/loader is being purchased utilizing the HGAC Purchasing Co-op.

Impact

This backhoe/loader will replace a unit in the Water Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the Water Department's 2016 replacement fund budget.

**FLEET SERVICES
MEMORANDUM**

February 24, 2016

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: PURCHASE OF BACKHOE LOADER THROUGH HGAC CO-OP

This is an order for one (1) Caterpillar 450F backhoe/loader as a replacement unit for the Water Department. This purchase is through HGACBuy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Although bids are quoted for national purchase, all purchases will be through local vendors. Western States Equipment Co. of Spokane will be the vendor for this purchase.

Unit 428541, RE 17824

QTY	ITEM	TOTAL
1	CATERPILLAR 450F BHL, TIER 41 HRC	\$169,460.00
OPTIONS		
1	COUPLING, QUICK DISCONNECT	\$500.00
1	SEAT BELT, 3" SUSPENSION	\$107.00
1	CONTROLS, PILOT, 6 FUNCTION	\$5,600.00
1	HYDRAULICS, LOADER, MP, PILOT	\$1,775.00
1	CAB, ROPS, DELUXE, W/AC	\$10,590.00
1	LINES, COMB AUX, E-STCK, PILOT	\$3,345.00
1	STICK, EXTENDABLE	\$6,410.00
1	COLD WEATHER PACKAGE, 120V	\$635.00
1	QUICK COUPLER, MAN. PIN PULLER	\$3,447.00
1	BUCKET-HD, 24", 9.5CFT	\$2,022.00
1	BEACON, MAGNETIC MOUNT	\$228.00
1	QUICK COUPLER, FRONT	\$8,542.00
1	KIT, COUPLER HYDRAULIC SUPPLY	\$1,319.00
1	LINES, CONNECTOR	\$868.00
1	BUCKET-MP, 1.4 CYD, W/BOCE	\$7,810.00
SUB-TOTAL		\$222,658.00
1	21% NJPA DISCOUNT	(\$46,758.18)
1	3% ADDITIONAL DISCOUNT	(\$6,679.74)
1	FRONT QUICK COUPLER INSTALL	\$1,365.44
FINAL TOTAL		\$170,585.82
Sales tax	Sales tax @ 8.9%	\$14,840.97
GRAND TOTAL		\$185,426.79

cc: Larry Tieken



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2016-0163
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4231-16
Requisition #	RE# 17798

Submitting Dept	FIRE
Contact Name/Phone	DAVID STOCKDILL 625-7000
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	0440 - FIRE DEPARTMENT PURCHASE OF PICKUP TRUCKS

Agenda Wording

Purchase of three (3) Silverado 3/4 Ton Pickup Trucks from McCurley Chevrolet (Pasco, WA) - \$90,462.00 plus sales tax

Summary (Background)

On 2/15/16 sealed bids were opened to provide the City of Spokane Fire Department with three (3) Silverado 3/4 Ton Pickup Trucks. Two bids were received and the Wa State Contract was considered and McCurley Chevrolet was the lowest responsive bidder.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 98,332.20	# 5901-79125-94000-56404
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, BOBBY	<u>Study Session</u>	
<u>Division Director</u>	WILLIAMS, BOBBY	<u>Other</u>	PSC 2/8/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	DSTOCKDILL	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

Briefing on Fire Department Items
Public Safety Committee Meeting
February 8, 2016

Informational Items:

- **PPE Value Blanket** – The contract for PPE (personal protective equipment – ie: fire coats and pants) has expired. The City issued an RFP and received 2 submittals. Those two bidders provided SFD sets of equipment for the FD to evaluate. The committee evaluated the PPE and only one provider's equipment met our requirements. Therefore the Fire Department is recommending a Value Blanket be established for Globe PPE. This item will be coming forward to City Council as an agenda item in the near future.
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 - This is advanced notice of a probable agenda item that may come forward between now and the October PSC meeting. The FD is in the process of finalizing specifications and obtaining pricing for the replacement of four (4) staff vehicles used by the Operations and other Divisions of the Fire Department. It is expected that these vehicles will be purchased off of State contract. New State pricing is expected to be posted by the end of the month and as soon as this occurs final orders will be determined. Based on final specs, some of the vehicle purchases may need to come forward as formal agenda items while others may be below the price threshold.

AMENDED ITEM:

- **Interlocal Agreement with City of Airway Heights (Fire Department)** – This is an agreement between the parties to allow for the use of the Preemption System (Opticom) during emergency responses to help improve response times. Preemption equipment is in place on traffic signals to allow the changing of the traffic lights so emergency vehicles have a green light and all other directions have a red light. This is a standard agreement that the City/ FD is entering into with agencies/ jurisdictions that are adjacent to the city limits.

CHEVROLET SILVERADO ¾ TON PICKUP TRUCK – CREW CAB
BID 4231-16 OPEN: 2/15/16

	Knudtsen Chevrolet 1900 E Polston Ave Post Falls ID 83854 Dave Benedict (208) 664-8107 daveb@knudtsen.com	McCurley Chevrolet 1325 Autoplex Way Pasco WA 99202 Rich Tuggle (509) 218-3034 Rich.tuggle@mccurley.net	Bud Clary Chevrolet Becky Davis (360) 423-1700 Becky.davis@budclary.com Wa State Contract #03813
UNIT PRICE: (3 or more)	\$31,600.00/ea	\$29,521.00/ea	\$33,890.00/ea
TOTAL: (Not including Sales Tax)	\$94,800.00	\$88,563.00	\$101,670.00
Will Supplier accept credit card as payment form	NO	NO	NO
Delivery	120 days FRO	95 days FRO	90-120 days FRO
Exceptions:	Undercoating – NO 36 Gal Fuel Capacity 3.73:1 Rear Axle Ratio Ground Clearance: 9.75 front 8.20 rear	Engine – 6.0 Ground Clearance – 9.68	
Options: 1. Alternative Seating 40/20/40 Split Bench w/lockable storage and power 2. Manuals, Service (Paper or CD) 3. Seat, Cloth trim instead of vinyl 4. Upfitter Switches, Describe dealer or factory 4 switches dash mounted	\$415.00 \$450.00 \$0.00 \$125.00	\$395.00 \$480.00 \$0.00 \$117.00	\$415.00 \$500.00 \$0.00 \$115.00



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	OPR 2016-0164
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN DUVALL 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - FINCH ELEMENTARY - 3717 N. MILTON ST. - REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list Finch Elementary School, 3717 North Milton 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 City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. Finch Elementary School has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

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

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

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Finch Elementary School – N 3717 Milton Street

FINDINGS OF FACT

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

- Completed in 1923 (and modified in 1926, 1946, and 2014), John A. Finch school meets the 50-year age criteria established for listing on the Spokane Register of Historic Places.

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

- Under Criteria A, for its association with events significant in local and state history, it is nominated for its role and association in the history of education in Spokane.
- Under Criteria C, for its architecture and design, as a structure designed by two of Spokane's most influential and prolific architects (Julius Zittel and George Rasque), and as an intact and outstanding example of early public school architecture in Spokane.

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."

- John A. Finch school retains excellent integrity in terms of its location, setting, design, workmanship, materials, feeling and association. While the school has expanded and changed through three substantial additions, the overall appearance and design are intact and it retains its historic use and context as an active neighborhood school.

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 Finch Elementary according to the appropriate criteria at a public hearing on 2/17/16 and recommends that Finch Elementary be listed on the Spokane Register of Historic Places.

After Recording Return to:

Office of the City Clerk
5th 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:

01-25-42; PTN OF NW1/4 OF SW1/4 DAF; BNG PNT ON W LN OF SEC1 645.8FT S OF SW COR OF NW1/4; TH E 311.25FT; TH N ON A LN PARALLEL W/ W LN OF SEC1 318.8FT; TH W 311.25FT TO W LN SEC1; TH S 315.8FT TOPOB; TOG W/ PTN OF NW1/4 OF SW1/4 SEC1 DAF; BNG AT PNT ON EXT S LN OF BLK9 OF EAST AUDOBON PARK ADD 309.87FT W OF W LN OF MILTON ST; TH S89°30'59"E 309.87FT ALG SD EXT S LN TO W LN OF MILTON ST; THS00°01'44"W ALG W LN OF MILTON ST 332.15FT TO INTERSECT W/ THE EXT S LN OF BLK24 EAST AUDOBON PARK ADD; TH N89°29'44"W ALG EXTENDED S LN OF BLK24 309.70FT; TH N 332.04FT TO POB TOG W/ AUDUBON PARK ELTS 1 - 3 & W41FT LTS 4 & 5 BLK 9; ALG W/ PTN OF MILTON ST FROM S LN OF PROVIDENCE AVE TO N LN KIERNAN AVE, & S43.33FT OF PROVIDENCE AVE FROM W LN MILTON ST TO W ROW LN DRISCOLL BLVD, BOTHPTN LYG ADJ OF PARCEL, PER CITY ORD NO C34878 (AFN# 6145784)

Parcel Number **35294.0836** is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District #81, of the subject property, Finch Elementary School.

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: 2/13/16

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 17 day of February, 2016, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **3717 N. Milton Street**, commonly known as **Finch Elementary School** 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: Historic Preservation Officer

ATTEST:

City Clerk

Approved as to form:

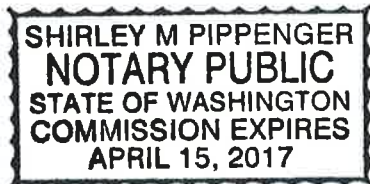
Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 17th day of February, 2016, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
Greg Forsyth

_____, to me known to be the
individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that _____ (he/she/they) signed the same as
(his) 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
17th day of February, 2016.



Shirley M. Pippenger

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

My commission expires 04/15/2017

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, 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 _____, 2016.

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: John A. Finch Elementary School
And/Or Common Name: Finch Elementary School

2. Location

Street & Number: North 3717 Milton Street
City, State, Zip Code: Spokane, WA 99205
Parcel Number: 25013.0026

3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input checked="" type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: Spokane School District #81
Street & Number: 200 North Bernard Street
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: John A. Finch Elementary School Nation Register of Historic Places
Date: 11-22-2013
Federal ☒ State ☐ County ☐ Local ☐
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification
(see nomination, section 8)

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 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 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: 5.65 acres (246,175 square feet)

Verbal Boundary Description:

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

11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

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

Telephone Number: 509-458-5517

E-mail Address: jim@kolva.comcastbiz.net

Date Final Nomination Heard:

12. Additional Documentation

Map:

Photographs:

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: 1/17/16

Date of Landmarks Commission Hearing: 2/17/16

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: _____

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



Megan Duvall

City/County Historic Preservation Officer

City/County Historic Preservation Office

Third Floor – City Hall

808 W. Spokane Falls Blvd.

Spokane, WA 99201

2/18/16

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DESCRIPTION OF PROPERTY**Description -Summary**

Finch Elementary School is in the northwest quadrant of the City of Spokane, within the Audubon Neighborhood, and in the northeast corner of Audubon Park. The one-story red brick and white terra cotta building fronts on Milton Street, Providence Avenue forms its northern boundary, and the grass turf and scattered pine trees of Audubon Park open to the south and the west. The surrounding single-family neighborhood consists of smaller bungalows and cottages built in the late 1920s to the mid-1940s. The original one-story terra cotta-trimmed brick school was built in 1923-1924. Additions were constructed in 1926 and 1930 that extended the original building north and south, and 1946, when the “U” shape and auditorium were completed. The full build-out of the school under the architect George M. Rasque, retained the design and character of Julius Zittel, the original architect. Finally, a major project was completed in 2014 that retained the historic exterior, while modernizing the classrooms, enlarging the auditorium/gymnasium, and adding a bank of classrooms along the west side. The new addition on the west side closed in the “U” and created an internal courtyard.

The classroom building is one story in height, and transitions from a concrete foundation, brick walls with terra cotta belt course, a parapet wall capped with a white terra cotta coping course, and a composition roof topping the building. Rising above the building mass is the Kalwall and metal panel of the gymnasium in the northwest quadrant of the building. Originally shorter, the gymnasium was expanded and elevated seven additional feet in the 2014 modernization. As a result of the modernization, the addition of classrooms to the west end created a square donut floor plan. Symmetrical, the west addition is composed of eight window bays, each with five sections of fixed metal sash, an office bay, and one double-door entry bay set in a modulated brick wall.

CURRENT APPEARANCE (2015)**Front Façade (East – 1924 Original Classrooms, 1926 and 1930 Additions)**

Symmetrical and horizontal, the front façade is embellished by the projected and centered entry portico (Tuscan order). The front façade, extending north and south of the centered main entry, is nearly symmetrical and strongly horizontal, stretching almost one block along Milton Street. Composed of three layers, the concrete foundation wall, diminishing in height from south to north, the wide middle brick band composed of the entry bay and flanking window bays, and the terminating brick ceiling/parapet band, the façade is formally detailed and well-articulated. The brick patterns common to the three major facades include a soldier course atop the foundation wall; common bond for the main wall; stacked and soldier courses detailing in the entry piers, blank end walls, and framing the window openings; and basket weave bond between the window heads and terra cotta belt course. The rug-faced brick is variegated in color from dark brown to red.

Rising from the concrete foundation wall, the elaborate front entry projects from the façade plane. Three concrete steps provide access to the concrete platform fronting the red terra cotta tile entry landing. Wide brick piers topped with square terra cotta capitals form the recessed entry vestibule and support the terra cotta entablature. The piers are embellished with vertically oriented panels in which wrought iron light fixtures are mounted. Stacked headers and soldier

courses with corners marked by white terra cotta tiles, articulate the panels. Set inward of the piers are white terra cotta Tuscan columns that provide additional support to the entablature. The smooth columns are created by formed terra cotta blocks and topped with simple capitals detailed with egg and dart, and quatrefoils. JOHN A FINCH SCHOOL, incised in the terra cotta, crosses the entablature frieze. A common bond brick band of the parapet wall separates the entablature from the pediment. The pediment crown, a molded terra cotta cartouche--a scroll wrapping an open book—and panel incised with “EDUCATION IS THE APPRENTICESHIP OF LIFE,” tops the wall above the main entry.

Recessed behind the wall plane is the entry alcove with four multi-light (2 columns, 3 rows) wood doors and triangular cut multi-light diamond pattern transom windows above. A brick soldier course, over which the aluminum numbers “3717” are applied, frames the top of the opening. The transoms are divided into three sections that correspond to the doors below—a centered double door and flanking single doors. The doors are wood with an upper panel of six lights and a recessed wood panel in the lower quarter.

Each wing flanking the centered entry portico, from center to corners, consists of one paired window bay over a low sill, a group of five windows over low sills, one group of four windows over high sills, and a second group of five windows over low sills. Subtly different in each wing is the placement of the one single window bay. Both are over high sills, but vary in their placement between window groupings. Corresponding to wardrobes in the classrooms, the northerly window is next to the slightly projecting east end, and the southerly is between the end group of five window bays and group of four bays. Anchoring the end of each wing is a blank brick wall that projects about a foot forward of the façade plane. Other than a rectangular pattern formed by single stacked stretcher courses and soldier courses with white terra cotta squares marking their intersecting corners, the wall panel is unadorned.

Terminating the façade wings (including the blank sections at the ends) above the tops of the window bays, and framed by slightly projecting header courses at the bottom and top, is a frieze band of basket weave coursed brick. Above the brick coursing is a terra cotta belt course that projects from the wall. The white belt course of terra cotta blocks alternating from plain to a Celtic cross pattern, a common bond parapet wall, and a terra cotta coping course complete the wall. These elements reoccur on the north and south facades over the span of three additions.

Terra cotta and brick coursing, white terra cotta sills and corners, stacked stretcher jambs, and soldier course heads accentuate the window openings. Within each opening-- single, paired, group of four, or group of five; the terra cotta sills extend beyond the sash to the edge line formed by the stacked stretcher jambs. Terra cotta squares mark the intersection of the stretcher and soldier courses in the upper corners of the window openings. The window openings contain metal-clad (original sash replaced in the 2014 modernization) double-hung sash. Although the window sash consists of three sizes, the configuration of all is six over six lights.

North Façade – Providence Avenue (1926, 1946, and 2014 Additions)

The north façade is composed of the 1926 and 1946 additions with the 2014 addition forming the northwest corner. The façade carries the same motif - brick patterns, terra

cotta, and window configurations as the original building, but the 1946 addition includes the auditorium which rose above the classroom wings. The northeast corner, 1926 addition, consists of a group of five windows (classroom) and a single high-sill narrow window (wardrobe). A recessed door opening, flanked on the west by a window that matches that of the east side (wardrobes), begins the wall of the 1946 addition.

The opening, which rises to the same height as the window bays, is topped by a brick soldier course that, if extended, would run into the flanking window heads. The entry consists of two metal doors with six-light upper glass panels. Above is a fixed transom window with triangular-cut multi-light diamond pattern. A flush-mounted pedestrian door, row of ten windows, another flush-mounted pedestrian door, and pair of high sill windows extend to the high wall of the gymnasium. The gymnasium/auditorium wall projects slightly forward (north) of the classroom wing and terminates the detailing of the original building.

The Rasque design for the auditorium suggests Art Deco-Moderne in its form and massing in creating a tripartite form. The north elevation is symmetrical with a central entry/lobby salient that is lower than the main wall, but rises nearly to the level of the classroom building. Lower in height and flanking the sides are featureless brick buttresses set back slightly from the salient. Both the buttress and entry walls, as well as the auditorium wall, are topped with white terra cotta coping courses. The salient detailing also includes, just below the coping, a fluted soldier brick course (bricks set at an angle to create edges and voids). Above the salient, detailing on the auditorium wall includes three widely spaced courses of dark brown brick headers.

Visible above the terra cotta coping course of the original gymnasium walls is the elevated section comprised of Kalwall and metal panels. Because the elevated Kalwall section is set back from the original auditorium walls, the flat roof appears to project beyond the façade plane. A horizontally patterned metal fascia clads the edges of the roof.

The entry wing is approached by a straight run of six concrete steps and landing flanked by low square buttresses. The double-door entry is centered in the wall and flanked by single window bays on each side. The mezzanine level above has corresponding bays with a centered large window bay and flanking smaller windows identical to those of the first floor. A flat metal-faced canopy, suspended to the wall by iron rods, projects over the entry landing. Iron mounting plates are affixed to the wall on either side of the centered window to anchor the rods. White terra cotta tiles frame the double-door entry as well as the mezzanine window above. Framing the identically configured flanking windows are projecting terra cotta sills, stacked header jambs, and soldier course heads with inset terra cotta tiles marking the corners. The sash is two-over-four-light sash. The large centered window is fixed and composed of eighteen-light sash (six columns, three rows). The doors are metal with six-light glass panels in the upper section.

On the west side of the auditorium's north wall and set back slightly from the façade plane is a smaller low wing that originally housed the boy's dressing room. A paired window bay, framed similarly to the other windows, is centered in the brick wall and composed of brick coursing and a terra cotta sill. The sash is metal-clad double-hung with two-over-four lights. A metal portico supported by square metal posts extends westward from the west wall and covers the entry landing. Two solid metal slab doors are within the wall.

Rising above the dressing room wing and set about fifteen feet south, the north wall of the 2014 wing extends westward. A low foundation wall supports the one-story addition that is composed of dark brown brick and capped with a gray metal flashing. The façade from east to west contains a panel of variegated brick detailed by intersecting soldier and stacked stretcher courses. Centered in this panel, the six-window sections consist of vertically-arranged aluminum sash divided horizontally in the upper third into two glass panels. The outside sections are operable. Recessed in the dark brown brick wall west of the six-window-group is a fixed, vertically oriented, six-panel window section that abuts a blank brown brick wall that projects north from the façade plane. Low masonry walls and a wrought iron gate provide storage for two dumpsters that are approached by an asphalt drive.

West Façade (2014 Addition)

Containing twelve classrooms and support spaces, the west addition is differentiated from the original building by brick color, modulation of the façade, and configuration of window sash. From the northwest corner, the upper portion of the auditorium/-gymnasium is visible. Above the original boy's dressing room are two groups of three windows (one more group of three further south was covered over by the 2014 addition). The double-hung metal-clad sash has six-over-six lights.

The west façade is composed of an elevated gray foundation wall, and dark brown brick walls, capped with gray sheet metal flashing. A row of eight variegated brick rectangles set within a low horizontal field of dark brown brick suggests the motif of the original facades. The window bays are set in a field of variegated brown to red brick patterned similarly to the bays of the original facades (1924, 1926, 1930 and 1946). Eight window bays, corresponding to classrooms, one entry bay, and one office bay are symmetrically arranged along the façade that extends westward in two steps. The centered westerly segment consists of two equally-sized brick panels framed by dark brown brick along the sides and top, and the gray foundation wall. The flat variegated brown-to-red brick panels are inset with a five-section metal sash window bay. The window sections consist of vertically-arranged sash divided horizontally in the upper third into two glass panels. The outside sections are operable. This same pattern is repeated in the receding wall segments—single window bays flanking the central segment, a recessed entry bay on the north side, and a recessed office bay on the south side, and, finally two classroom bays at each end.

Detailing that is interpreted from the original facades is evident in the variegated brick fields that surround the window bays. Stacked stretcher courses that frame the jambs and solidier courses that frame the tops of the window groupings extend to the edges of the field to be terminated by the dark brown brick frame and the gray foundation wall. Sills consisting of white-glazed masonry units frame the bottoms of the windows. The sills extend beyond the sash into the side-framing stretchers, and transition to brick belt courses extending horizontally to the dark brown brick. White masonry squares are inset to mark the intersections of brick belt courses.

South Façade (1930, 1946, and 2014 Additions)

The south façade consists of the 1930 and the 1946 additions, with the south end of the 2014 west addition in the southwest corner. The façade carries the same pattern, materials, and window configurations of the front (east) and north facades. Because of the gradient of the site, the concrete foundation wall is high (about five feet). Windows in the 1930 addition include, from the southeast corner to the west, a high-sill narrow wardrobe window, group of five classroom windows, another wardrobe window, and another group of five classroom windows.

A recessed entry within the 1946 addition marks the end of the 1930 classroom addition. Four concrete steps, and a handicap ramp sloping down to the east, provide access to the double-door entry. Although the door opening is lower in height than the flanking window bays, the brick pattern in the wall above the opening rises to the same height as the window heads. The jambs of the opening are detailed with stacked stretchers that climb to a white terra cotta square marking the intersection with a brick soldier course. The top of the door opening is also detailed by a brick soldier course that terminates into terra cotta squares. Within the brick-course-frame is a basketweave brick pattern.

The entry doors consist of six-light upper glass panels, lower wood panel, and three-light sidelights over wood panel with corresponding transom sections, two lights over the sidelights and twelve lights over the doors. West of the entry, the 1946 wing includes a partial basement (boiler room) and an exterior entry well. The window sash configurations within each of the classrooms west of the entry are composed of groups of six sashes, that are slightly narrower than those east of the entry (1930 addition).

West of the classroom, two single windows flank a recessed niche and correspond to a group of offices between the classrooms. A fixed twelve-light window and a six-light transom occupy the middle portion of the recessed wall. (This niche is depicted as an entry in the 1946 plans, but does not appear to have been built as drawn.) A deviation from the original design motif is the addition of a bay window in the classroom west of the office at the west end of the 1946 addition. The bay projects out about three feet and contains a pair of windows on its south face, and single windows in each of the angled faces. A white terra cotta window head wraps the bay with a slightly projecting cornice and ribbed copper roof above.

To the west of the bay window is a single window and a window-pair to complete the façade. The eight windows in this wall segment west of the niche are the same size and configuration, six-over-six lights. A recessed entry bay, approached by eight concrete steps and a broad landing, marks the juncture of the 1946 and 2014 additions. Composed of soft gray metal panel and glass panels, the entry is divided into two bays, one a double-door entry and the other glass panels. The doors are aluminum frame with two vertically-aligned glass panels, the upper one larger than the lower. Above the doors is a fixed four-light transom. The sidelight consists of eight glass panels set in aluminum sash: a transom of the same dimensions as over the door, and four glass panels below with the same dimensions as the doors. Above the transoms is a flat metal canopy that projects over the entry landing and bridges the two additions. The southwestern corner, except for a flush-mounted flat slab metal door, is a blank wall consisting of the foundation wall, dark brown brick, and a metal flashing capping the parapet.

MODIFICATIONS

1924 Finch School Building

The original classroom building was built in 1924 based on plans by Julius Zittel. The plans called for a two-room classroom with girls' and boys' toilets, support staff and principal's office, supply room and a general purpose room. The corridor was only single-loaded along the west side of the building. The front façade for the "Centre Unit" indicates that the low sill windows were offices and classrooms, while the high-sill windows were the boys' toilets on the south end and the girls' toilets on the north end. The prominent Classical entry portico embellished with intricately detailed white terra cotta, decorative white terra cotta belt course, and decorative brick patterns, the basketweave, for example, set the motif for future expansions and eventual build-out of the Finch School.

An article in the *Spokane Daily Chronicle* on July 10, 1923 showed a sketch of the front elevation of the new school and reported that this was the first unit of a twelve-room school with a U Shape, and that it was the latest in school architecture.

1926 Classroom Expansion

Julius Zittel was again selected to complete the project in accordance with plans largely based on those completed in 1923. The 1930 project included the addition of classrooms 3 and 4 to the north end of the building. Classroom 3 faced the east and contained a bank of five low sill windows and a single low sill window at the north end of the classroom to provide light to the wardrobe. Classroom 4 formed the north end of the building from which the future westerly extension would be made. The classroom projected east 17-inches from the main façade and displayed a blank wall on the front side (east) and a grouping of five windows and a single window providing light to the wardrobe on the west end. A careful inspection of the east façade reveals a slight difference in brick surface at the junction of the original and addition.

1930 Classroom Addition

Julius Zittel was again assigned by the Board to draft plans for a three-room addition to the south end of the building. Rooms for the 4th, 5th, and 6th grades were provided, and the building turned the corner with the 6th grade classroom extending the building to the west. The front façade was configured similarly to that of the 1926 expansion to the north, and continued the theme of the original façade as designed by Zittel. A single window bay (wardrobe), a group of five window bays with a low sill, and a blank end wall (east) that projected slightly east of the main façade plane, continued the symmetry of the building. The south façade featured two groups of five window bays (classrooms) over a single low sill and two narrow single-bay openings that provided light to the wardrobes. The brick patterns framing the bays, the frieze band, the decorative white terra cotta belt course, and low parapet wall carried the detailing of the front façade. A careful inspection of the east façade reveals a slight difference in brick surface at the junction of the original and addition.

1946 Classroom Building

George M. Rasque completed the plans for the substantially expanded and completed Finch School. District patrons finally got their auditorium and sufficient classrooms to meet the Post-War growth. The north-south corridor would now serve another tier of four classrooms along the west side. Six classrooms, including kindergarten, would be added to the south wing. The north wing would provide one classroom, girls' and boys' toilets, storage, a clinic, arts and crafts room, general purpose room, kitchen, auditorium (and lunch room) with a stage and music room, storage for instruments, and girls' and boys' dressing rooms. The auditorium contained a ticket window and a projection booth on the mezzanine. The auditorium terminated the westward extent of the north wing. The U-shaped floor plan originally envisioned by Zittel had been realized. Rasque continued the look that had begun with Zittel in 1923 but hinted at the modern with the composition and massing of the entry and lobby to the auditorium. A careful inspection of the north and south façades reveals a slight difference in brick surface and color at the junction of the original and addition.

2014 Addition to West Side

In 2014, the Finch School completed a modernization and remodel of the historic 1923-1946 building with the construction of a new addition to the rear (west). This project filled in the "U" shaped floor plan and elevated the roof and ceiling of the gymnasium some seven feet. The existing classrooms, special purpose rooms, and offices were modernized and the gymnasium was expanded.

A description of the addition is described above.

Site

The Finch School is in the northeast corner of Audubon Park with Milton Street forming the east boundary and Providence Avenue forming the north boundary. The 5.65-acre site blends into parkland to the west and to the south. Not part of the historic school site is the triangular parking area east of Milton Street that was acquired in conjunction with the 2014 expansion project.

Small single-family houses formerly occupied this property. South of the school building is a parking lot along the east boundary with access from Milton Street. West of the parking lot is an asphalt play area, typical court games, and school playground equipment. Volleyball courts are further south, and to the west of the school are baseball/softball diamonds that extend to the west edge of the park.

The discussions about the possible site for a new school in the Audubon district by the School Board began in October 1922. On January 8, 1923, a deed on the Audubon property was presented to the Board. The Finch Estate donated the land for the new school to the City of Spokane and from the City of Spokane to School District No. 81.

The first Sanborn Insurance map (Vol 1, p113) to depict the Finch School was published in 1925, and shows the school as built in 1924.

The 1957 Sanborn (Vol. 5, p511) depicts the school as built after the 1946 expansion and includes the “H”-shape modular classroom building that was placed in the open area of the “U” of the building in the 1950s.

Areas of Significance –**Category A Broad Patterns of Spokane History, Education****Category C Architecture****Significant Dates – 1924, 1926, 1930, 1946, Completion of Construction (period of significance 1924-1946)****Architect – Julius Zittel and George Rasque****Builder: Spokane School District No. 81****Summary**

Finch Elementary School, named after Spokane mining investor and philanthropist John A. Finch, was placed on the National Register of Historic Places (NRHP) in 2014. The building was nominated under Criterion A, for its contribution to the history of education in Spokane, and under Criterion C, at the local level, as an outstanding example of early public school architecture in Spokane. Accordingly, the building is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture.

Finch was one of five grade schools built by Spokane School District 81 during the 1920s to serve the expanding residential neighborhoods of the city: Hutton, completed in 1921, Finch in 1924, Arlington in 1926, and Wilson in 1926. Harding Elementary School, a one room frame building, was constructed in 1925 but served students only until 1938 when it was vacated. These schools were the first of the “modern” school plans with a single story and all classrooms with access to the ground floor. Two junior high schools were also constructed in the 1920s: Havermale Junior High School, 1927, and Libby Junior High School, 1928.

Construction, based on the design plans of Julius Zittel, one of Spokane’s most influential architects, began in 1923, when the initial two-room school was constructed. A two-room addition, also designed by Zittel, was completed soon thereafter in 1926. A final three-room addition, Zittel’s last contribution to the building was completed in 1930. Zittel had invoked the Neo-classical mode for his building with the prominent and elegantly detailed front entry and the use of decorative brickwork and terra cotta banding. Although plans were discussed for further expansion in the late 1930s and early 1940s, the exigencies of World War II delayed such action.

In 1946 plans by prominent Spokane architect George Rasque (who specialized in school buildings) were executed in another major addition. The one-story brick building, with attached auditorium/gymnasium, is an excellent example of institutional architecture utilizing terra cotta trim with classical design elements, and interior wood trim and paneling. It retains outstanding exterior architectural integrity and integrity of key interior characteristics, such as a fireplace and bay window in one of the classrooms. An addition on the west side that filled in the opening of the U-shape plan was completed in 2014. The historic south, east and north facades retained the essential character of the original building and the additions of 1926, 1939, and 1946.

HISTORICAL CONTEXT

The following narrative about the development of the Spokane school system is adapted in large part from the National Register Nomination for John A. Finch School (Emerson, Oct. 2013, listed on 1/8/2014). Discussion about Spokane elementary schools was derived in part from a 1989 centennial publication "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870. This was followed by Protestant missionary, Henry T. Cowley who came as the first white school teacher and established the first public school in Spokane. Cowley's arrival coincided with the organization of the first Spokane school district in what was then Stevens County. District No. 8 covered the area between the Spokane River and Hangman Creek. James Monaghan was the superintendent of the Stevens County schools, and Cowley's school became part of the new district. At the formation of Spokane County in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected, in the first county election held in 1880, to succeed Browne.

In the year 1889, downtown Spokane was destroyed by fire in August, Washington became a state in November, and the Spokane schools were reorganized as School District No. 81. David Bemis, a Canadian and school administrator, was hired as superintendent of the district. Bemis in his ten-year stint is largely credited with getting the district on its feet by promoting a local bond issue that provided \$250,000 for system improvements, and subsequently the original Spokane High School and six elementary schools were built.

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

As reported in "First Class for 100 Years," by 1890 Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [Franklin replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell [1919, extant, privately owned], and Holmes. Eighteen elementary schools were built between 1900 and 1910, the heyday of school expansion [McKinley, 1903 [extant, privately owned], Adams, 1908; Jefferson, 1908, and the second Franklin, 1909, are extant. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989) Rockwood's span though would be quite short, only four years, since it was replaced by Hutton in 1921. Cowley school, built in 1918, is privately-owned and listed on the Spokane Historic Register. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1926).

Several of the original buildings in addition to Finch remain from the early years. They include Adams, Hutton, Franklin, Jefferson, and Wilson that continue to serve the children of District 81. While Hutton School was undergoing expansion and rehabilitation (2014-15), Hutton students attended Jefferson Elementary on 37th and Grand Boulevard (which was replaced by a new Jefferson nearby). Hutton's completion in the fall of 2015, again left the old Jefferson School vacated and awaiting its next chapter which may be to house Franklin students when that building is remodeled in 2016. Extant former, but privately-owned, elementary schools include Cowley, Lowell, and McKinley. Cowley is currently listed on the Spokane Register and has been converted to housing.

The Approval and Building of Finch School

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

Spokane School Board Record Book J – 9/26/1921 – 8/25/1926

Site Proposed for New School

The story of Finch School begins at an October 9, 1922 (P83) meeting of the District 81 Board of Directors. "Resolution Regarding Ground Near Audubon School" "The chairman of the Building and Grounds Committee (B&GC) reported that a portion of the northeast corner of Audubon Park might be secured for a school site." Dr. Eikenbary made a motion in that regard that was approved by the board.

In the following board meeting, October 23, 1922 (P85), the B&GC reported of the progress of the committee, but no details were recorded. At the same meeting a "Petition from Audubon Patrons" was submitted in a request for a new school building. The request was placed in the file.

At the beginning of the new year 1923, on January 8th (P105), the board would have good news for the Audubon patrons: "Deed on Audubon Property." "The Secretary presented a deed from the Finch Estate to the City of Spokane and from the City of Spokane to School District No.81 on donated school site in Audubon Park." The Board gave thanks to the Finch Estate, the Park Board, and the City Council.

Further, in that meeting, "Building at Audubon Park," Mr. Campbell presented a question of the same.

Finch School is Named

In its February 26th meeting (P113), "Name School Site," the board voted to call the new school site in Audubon Park, the John A. Finch School.

Architect Selected for New School

"Plans for Finch School" was a topic of discussion on the June 11, 1923 meeting (P144) of the Board. It was authorized to confer with architect Julius Zitel [sic] regarding plans for a new building.

“Finch School” again appeared on the agenda at the June 18th meeting (P144). “...consulting Julius Zittel [sic] who presented a tentative sketch of a two room unit for the John A. Finch School and after the matter had been gone into detail ... Zittel was instructed to prepare plans and specifications for the central unit.”

At the same meeting it was decided to “Employ Engineer” to establish the grades on the Finch grounds.

Plans for Finch School and Authorization for Bids

On July 9th (P150) the Board accepted the plans presented by Zittel, and authorized the advertisement for construction bids.

The Last Edition, July 10, 1923 (p6:3), of the *Spokane Daily Chronicle* reported the unveiling of the plans. “**FRONT ELEVATION OF THE FIRST UNIT OF THE NEW JOHN A. FINCH SCHOOL,**” captioned the sketch of the front façade. Although not indicated in the Board minutes, the two-room plan was the first phase of a 12-classroom building. According to the explanation of the drawing:

“Education is the apprenticeship of life” is the motto to be recorded in stone above the main entrance of the new John A. Finch school, the first unit is shown herewith.

This initial unit will contain two class rooms, with the principal’s room, public office, teachers’ restroom, supply room, boys’ and girls’ lavatories, all on the ground floor. The first unit will measure 163x36 feet as pictured above and will cost \$46,000. Bids will be opened July 23.

When completed the building will contain 12 class rooms in the form of a large hollow square with the west side open. This building is the latest in school architecture, according to Julius Zittel, whose plans and specifications were approved by the school board last night. The school faces east on Hilton [sic] Street, directly north of Audubon park.

At the Board meeting of July 23rd, “Bids For Finch School,” the 13 bids for general contract, 8 bids for heating, and 6 bids for plumbing were accepted.

Two days later, on July 25th, at a special meeting of the Board (P154, P155), the bids were reviewed and the winning bidders selected. F.E. Martin won the job with a low bid of \$34,196 with the first alternate for use of terra cotta rather than cast stone (an additional amount of \$1,390). James Smyth Plumbing and Heating won the bid for heating with a bid of \$5,357.; and Standard Plumbing & Heating Co.’s bid of \$2,744 won the plumbing contract.

The July 26, 1923 (p3:3) issue of the *Spokane Daily Chronicle* reported the Board action of the special meeting the night before: **“DELIBERATE ON COST OF SCHOOL.”** The article noted that the final alternative was not yet decided and that “For Additional \$5055 Martin Will Erect a Class A Building” “... practically fireproof, and including reenforced (sic) concrete floor construction.”

“Alternatives for Finch School” were discussed at the July 28th Board meeting. It was decided to use the Red Oak finish and that the alternatives for terrazzo floors and reinforced concrete not be used.

Finch School is Completed

Permit No. 20503 issued on August 16, 1923 to School District #81 in the amount of \$48,000 for the new Finch School. No builder or architect was listed on the permit.

The February 1, 1924 *Spokane Daily Chronicle* in its “FLASHES from GRADE SCHOOLS” touted “NEW SCHOOL IS MODEL OF UP-TO-DATE CONSTRUCTION.” (p13:1) A photo of the new school was included.

Fifty-two students enrolled in various classes opened the new John A. Finch grade school last Monday. The new school building, shown above, is located in the northwest part of the city near Audubon park. Situated among the pine trees, the new school is one of the most attractive and finest in Spokane’s system of public educational institutions. While the building is not complete, it has a new type of architecture assuring the greatest degree of safety to the students against fire as it is planned to have all rooms on the ground floor through the construction of a U shaped building. Miss Margaret Richardson is the principal.

“Finch School Completed” read the Board minutes from March 10, 1924. The Board voted for acceptance of the new Finch School.

As the year ended, a “Delegation from the Finch School” requested an additional teacher at the December 22nd Board meeting (P284).

Addition Built in 1926

“Committee from Finch School” attended the January 11, 1926 Board meeting. Less than two years after completion of the new school, Mr. Royer and the committee from Finch School District made the request for an addition to Finch School.

A week later, at a January 19th Special Board meeting (P386-91) for bond election, a \$690,000 bond issue was discussed. Included on that agenda were a new Wilson Grade School and an addition to the existing Finch School.

“Discuss Building Program,” was a topic of the March 12th Board meeting (P425) wherein: “Mr. Pratt stated that the most urgent need was the building of the new

Arlington site and a six room school at Wilson, also a two room addition at the Finch School.”

At its April 19th meeting (P425), “Building Addition at the Finch,” the Board instructed Mr. Zittel to prepare and submit plans of the proposed addition [two more rooms].

Mr. Zittel presented plans at the June 14, 1926 Board meeting (P455) for an additional two rooms for Finch School. Meeting in special session on June 23, the Board approved the plans and authorized the call for bids.

The *Spokane Daily Chronicle* announced on its front page of July 8, 1926 (1:5), “**START BUILDING PROGRAM MONDAY.**” “**Three Schools Will Be Under Way With Expenditure of \$195,000.**” Spokane’s \$690,000 school building program will begin in earnest Monday evening when bids for the Woodrow Wilson school and the two-room addition to the Finch school will be opened, Robert A. Wilson, secretary of the board of education, announced today. ... “The Wilson school ... is expected to cost about \$60,000, while the addition to the Finch school will cost approximately \$20,000.” “In addition, the plans for the new Arlington school, to be built at Prospect and Francis at a cost of \$115,000, will probably be accepted.”

At the Board meeting of July 15 (p468), “Award Contract for Finch School Addition,” the general contract for the addition was awarded to Meyers and Telander for an amount of \$12,595. The heating contract was awarded to John Smyth for \$2,078.

Permit No. 26043 was issued on July 30, 1926 to School District 81 for additions to Finch School with a value of \$14,673. Meyers & Telander were listed as Builder and Julius A. Zittel as Architect. The Board accepted the addition to Finch School at its December 27, 1926 meeting and discussed enrollment at the Audubon and Finch schools.

Only a year elapsed before a “Committee from Finch School” petitioned the Board, at its December 27, 1927 meeting (p142), for an additional room.

A “Delegation from Finch School” again approached the Board in its January 14, 1929 meeting (p241). Mr. Tenglund, Mr. Shaw, and Mr. Oldershaw “...spoke regarding an addition to take care of two additional grades.” As the year drew to a close, the Board, at its meeting of December 17, 1929 (p322), “Contemplated [a] Building Program” that included additions to Finch, Wilson and Hutton grade schools. At its last meeting of 1929, December 30th, the Board voted to approve a bond issue of \$625,000 for the March election. Additions to Hutton, \$45,000, and Finch, \$25,000 and other schools were included. Also approved was a new high school in the Hillyard district [the future Rogers].

1930 Addition to Finch School

On April 9, 1930, Julius Zittel was again selected by the Board (p348) to complete the next addition to Finch School. At its April 28th meeting (p356) “Julius Zittel, Architect

Finch Addition Present” showed the plan of the original sketch of the building and recommended that three rooms be added and placed at the southeast portion of the building. He was authorized to prepare plans. On May 26th, the Board (p366) accepted the “Plans and Specifications For Finch Addition...” The board meetings of June 9th and 16th (p343 and p378) accepted the 17 general contractor bids, and 11 heating and plumbing bids, and awarded the “General Contract on Finch School” to W.L. Weld for \$17,200 with Frank L. Burson Plumbing and Heating Co. receiving that bid at \$2,510.

Permit No. 36918 was issued on July 1, 1930 to School District No. 81 for an addition to Finch with a value of \$17,200. W.L. Weld was listed as builder. “Progress of Finch School” was reported in the July 28th Board meeting (p386), and “Work on Finch Delayed” was reported to the Board on August 11th (p388). There was a three-week delay “...on account of lack of terra cotta.” Finally on the Board meeting of October 27th (p412), “Finch School Ready for Inspection.” In addition, “Delegation Present From Finch re: Portable Building” (p411). The delegation requested moving a portable unit from Longfellow School; apparently, the additional classrooms were already overcrowded. “Accepted Addition to Finch” was the action of the Board in its meeting of October 29th (p414). The final payment of \$985.50 to Mr. Zittel for services as architect was authorized by the Board on October 30th (p415).

A couple of years passed before the patrons of the Finch district were again at the Board. In its meeting of November 28, 1932 (p161), the Finch P.T.A. requested that grades 7B and 7A continue for next summer and that grade 8B continue the first semester of next school year. The Board action: “Request for Additional Grades at Finch Denied.”

The September 3, 1936 edition of the *Spokane Daily Chronicle* (p17:1) “**TEACHERS READY FOR SCHOOL OPENING; ASSIGNMENTS MADE FOR FALL TERM**” listed the teachers and their assignments for the new school year. **Finch School** – Margaret Richardson, principal; 3, 2A, Gladys M. Smith.

“Finch P.T.A. Committee Request Auditorium of Finch,” was a topic of the October 14, 1936 Board meeting (p46). Mr. Blade, acting as spokesman, addressed the Board stating that they had made a survey of the Finch School District, that there were 308 children in the District, 285 of that number being in the Finch School, that they were very anxious that the school be provided with an auditorium either by permanent addition to the main building or a portable.

The *Spokane Daily Chronicle* would report on January 9, 1937 (Final Fireside Edition, p6:4) that “**SCHOOL PROGRAM DEPENDS ON VOTE.**”

A three-year program of modernizing Spokane school buildings will be undertaken if voters approve a proposed one mill additional school levy at the March election.

The school board voted Friday evening to submit the matter to voters. The additional one mill levy would raise, in three years, \$210,000 for the

\$250,000 program proposed. After a survey of needed repairs and modernization of buildings by Orville C. Pratt, superintendent; Frank J. Williamson, building superintendent, and Alex J. Turnbull, building committee chairman, an estimate of \$375,000 was made, but this was pruned to \$250,000.

Projects proposed in the bond election included improvements at Lewis and Clark and North Central high schools, and additional rooms at Havermale junior high and Libby junior high. "Auditorium, two rooms and heating plant at Finch school would cost \$40,000." "At Wilson, a four-room addition, \$25,000, is planned." ... "Smaller amounts would be spent at Rogers high and at the following grade schools: Bancroft, Bemiss, Cooper, Emerson, Jefferson, Logan, Mann, McKinley, Sheridan, Stevens, Willard, Wilson."

"Finch P.T.A. Request Portable Building." Mr. Blade made the request at the May 26, 1937 Board meeting (p107). Mr. Williamson of the District would investigate.

Architect George Rasque Selected to Plan PWA School Projects

Another year would pass before the topic of the Finch auditorium was reported in the Board minutes, July 18, 1938 (266). "Selection of Projects for Application," the Board included an auditorium at Finch School, \$40,000, in its grant application to the PWA (Public Works Administration). Two architects were contracted to prepare the applications. Mr. Arthur Cowley for Project 1, and Mr. Rasque for Project 2. Board meetings in August reported the progress on the application. On August 10th (p274) "Mr. Rasque Reports on PWA Project #2" that would include 18 schools for a total cost of \$412,004 of which the school district would assume the sum of \$266,602.60. The board adopted a resolution authorizing the grant application. On August 15th (p276), "Resolution Presented for Adoption" for the 18-schools application was approved. Finch would have additional classrooms; an auditorium; and boiler, fuel room, and equipment in the amount of \$49,850. The total bond request was \$418,000.

Apparently the Finch project had not yet been built as evidenced by "Finch delegation re: Proposed auditorium" scribed at the November 27, 1940 Board meeting (p66). The delegation would report "...patrons were dubious as to the advisability of placing a temporary auditorium at the school, that they would prefer that the sanitary conditions at the building be corrected instead. Mr. Denman, the principal, presented data which showed a very material anticipated increase in enrollment in the next few years, and it was generally felt that the proposed auditorium would be inadequate for their needs." Board member Beil motioned that the temporary auditorium be eliminated with the idea that a permanent project be included for first consideration when funds are available and the installation of a portable [classroom] was authorized.

In May 1941, the Board would authorize portables from Wilson School to be moved to Finch School.

World War II would begin with the bombing of Pearl Harbor on December 7, 1941.

The Board would again approve a portable for Finch. On November 26, 1942, "Construction of three portables approved." The War Production Board had approved portables to be constructed for Hutton, Field, and Finch schools.

The war took precedence over the building of schools, but at the January 12, 1944 (p434) Board meeting "Patrons urge the raising of funds at the coming election for building programs." A large delegation representing a number of schools attended the meeting. Mr. Paul Connery, Mr. E.R. Daisley, and Mr. John Armenia spoke of the "...necessity of building in certain sections due to overcrowded conditions particularly the Field, Finch and Wilson districts." It was pointed out that other governmental units were taking steps towards a postwar program to provide work for returning soldiers. A lengthy discussion by the Board followed. At the April 12, 1944 Board meeting (p462), a resolution to issue \$3,400,000 in bonds that had been approved by voters in the March 14th election was approved.

Architect George Rasque Selected to Design Addition to Finch School

The Board meeting of February 14, 1945 (Book O, p43) discussed the "Selection of architects and execution of plans for Field and Finch." Whitehouse and Price were selected for Field School, and on February 28th (p82), the Board would appoint George Rasque as architect for the Finch School Addition.

At the March 14, 1945 meeting (p83), the Board received the plans by architect Rasque together with other data relative to the proposed improvements. The Board approved a motion to forward the plans to Dr. Hart for his study and recommendations. In April, the Board met on the 25th (p107) and noted progress on the plans for Finch and Field schools. They discussed "...certain recommendations on the part of the consultants affecting the Finch addition were presented for consideration." "Superintendent Shaw would meet with Rasque to consider these recommendations and that their decisions would be considered the opinion of the Board. On May 7th Germany surrendered in Europe. At the July 11th meeting (page 139), the Board approved the plans and specifications for Finch and called for presentation of bids on August 1st. After a couple of days delay, the Board met in special session on August 6th to open the bids. Four firms bid for the general contract, three firms for the heating and plumbing, and 5 bids for the electrical. At its regular meeting on August 8th, the Board discussed "Finch School Construction." "The War Production Board, in considering our request for priorities in consideration of the Finch addition, has requested the Board to pledge itself that no workers will be employed on the construction prior to October 1, 1945." Japan would surrender on August 14th.

World War II had ended, but congestion in the construction pipeline was not yet relieved. At the August 22, 1945 meeting of the Board (p157) "Re: Finch Contracts," "Mr. Rasque ...reported on a meeting of the contractors and architects. Certain recommendations were made for postponement of future building for a period of six months due to the

uncertainty of the labor and material situation. Mr. Rasque, however, advised that a number of his contracts were going ahead and in view of possible wage increases, he doubted that any saving would be effected by re-advertising for bids on the Finch School. He indicated that there would be a possibility of increased costs by re-advertising and taking new bids.” “Action postponed on award of Finch Contract” and bids would be taken under advisement with a meeting set on September 4th to discuss.

Finally, on September 4th, the Board met to take final action on bids for the Finch School addition. Superintendent Shaw presented correspondence from State Superintendent Wanamaker and advised that she recommended to the State Department of Social Security a grant to School District No. 81 in the amount of \$70,600 for construction of the addition to the Finch School. She also advised as to the necessary procedure under state rules for approval of grants. Superintendent Shaw recommended rejection of bids and re-advertising. He further recommended that bids be called on the enlarged plan with the same alternatives previously specified. Increasing population in that locality indicated a trend beyond previous estimates. A vote to reject bids was approved. Also the Board requested Aid in excess of 28% allowed by the State Department to be requested.

At a special meeting of the Board on September 17, 1945 (page 163) the bids were opened. Seven general contractors bid on four alternates. Heating and plumbing, and electrical bids were opened as well. In the ensuing discussion it was asked if the entire project should be awarded or should it be only that portion originally set up in the bond issue. On the basis of a 28% grant from the State there was still a considerable deficit from the amount originally appropriated. One board member took the position that “... there was a distinct obligation to provide adequate facilities for the children of those crowded districts and that every effort should be made to furnish necessary facilities in such districts by appraising the entire program of the bond issue to ascertain what savings might be possible by reducing expenditures where a more recent survey would indicate a lesser need.”

The Board discussion continued to the September 26th meeting (page 164). The Northwest Community Club, and a large delegation representing the patrons of Field and Finch schools, were in attendance. Mr. Evans, President of the Club detailed some of the handicaps to the children attending such as portable buildings, the undesirable conditions of the double shift, and so on. Pages 166 and 167 were devoted to minutes of this discussion. One strong opinion was that money should not be appropriated until it is at hand. If funds in excess of the levy were allocated to one school, another might suffer.

To the contrary, Mr. Lucas outlined the situation from a general viewpoint. He pointed out that several emergencies existed in some schools for adequate space while others have not experienced the same situation; that there was not an equality of need throughout the system. Particularly referring to the Finch and Field schools, he pointed to the fact that the Finch school was at present time using four portables and still has to operate on a double shift basis in four classes, and surveys indicate a steady growth in the

school population in that area. It was his opinion that the Board had a direct moral obligation to meet such situations to the best of their ability and that each case should be studied on its particular need. He felt that this approach would have popular support by school patrons.

A vote was finally called. Three for and two against the motion to award the entire amount for the Finch project, subject to the approval of the State Social Security Department.

Permit no. 79084 issued on November 11, 1945

F.E. Martin was listed as Builder, and Geo. Rasque as architect. The value of the alterations and addition was \$285,000.

A report to the Board in the meeting of March 13, 1946 (p211) reported: "...work is proceeding as rapidly as possible under present conditions and available materials." Work proceeded and various change orders were approved by the Board for ceiling tiles; lockers; lighting fixtures; sidewalks, gutters and paving of Milton Street; additional funds requested by subcontractors; venetian blinds through March 26, 1947. The school was practically completed with the exception of the linoleum "...which could not be obtained at any definite date." Finally on May 12, 1948 the Board approved the adjusted extras and payment. Mr. Falquist of the Board commended F.E. Martin, contractor "for the splendid manner in which he had performed his contract on the Finch School to the point of supplying superior materials to what had been specified."

On November 9, 1951, a permit was issued to move a frame building from Webster School to Finch with a value of \$1,000.

On August 25, 1952, permit No. 14103 was issued to build a new frame classrooms building with a value of \$17,000 to Bismark Builders.

In the following year, April 17, 1953, Selkirk Company built frame classroom additions with a value of \$51,627 (B17347).

2014 Modernization and Expansion

As funded in the Spokane Schools 2009 Bond Program, the modernization and expansion of the Finch Elementary School, added thirteen additional classrooms in the new west wing, expanded the gymnasium, and modernized all other classrooms and offices. The historic exterior, the east, north and south facades were renovated and windows replaced.

Julius A. Zittel (1869 – 1939)

Born in Germany in 1869, Julius Zittel crossed the Atlantic at age 13, studied architecture during his stay in Chicago, and came to Spokane in 1887. He began his career in Spokane in the office of established architect Herman Preusse where he eventually became a partner under Preusse & Zittel. Ten years after his arrival in Spokane, Zittel served occasionally as State Architect which he held concurrently with the partnership

with Preusse. As a partner with Preusse until 1913, the firm designed Gonzaga College, the Victor block, Spokane City Hall, St. Aloysius Catholic Church and the Carnegie Library building (on Cedar). Zittel was married to Alice Shanks in 1889. His partnership with Preusse ended in 1910. In 1912, Zittel formed a partnership with Archibald Rigg, as Zittel and Rigg Architects; in the same year he was also appointed as State Architect by Governor Ernest Lister. As State Architect, he designed Showalter Hall, Monroe Hall, the Plant Utilities Building, Senior Hall, and Sutton Hall at Eastern Washington College (1915-1923). Other state buildings included the old Main Building at the Washington School for the Blind (1915) annex buildings for the Custodial School at Medical Lake, barracks building for the Orting Soldiers Home, cottages for the School for Girls at Grand Mound, the gymnasium and boy's shop for the Boy's Training School at Chehalis, and the laundry building and power plant for the Western State Hospital at Steilacoom. Zittel's other major buildings include Mt. St Michael Mission (1915) and Benewah County Courthouse in St. Maries, ID (1924). In addition to his architectural practice, he also founded and was president of Citizen's Savings and Loan Society. Zittel practiced until his retirement in 1934 and managed the Spokane Hotel until his death in 1939.

George M. Rasque – 1891 - 1977

Born in Boscobel, WI in 1891, George Rasque moved to Spokane in 1922. He began his career in Spokane with a variety of companies as a draftsman and joined G.A. Pehrson Architect in 1924. From 1925 to 1938 he owned the firm George M. Rasque, Architect. In 1933, Rasque served as State Architect and designed the Walla Walla State Penitentiary Powerhouse and Warehouse. At the completion of his degree in architecture, his son, George W., joined his father to form George M. Rasque and Son, Architects (1938 to 1945). His son, a Naval officer, was killed in action in the Pacific during WWII. On the Eastern campus, Rasque designed Martin Hall, Hargreaves Hall, Rowles Hall, and the Hall of Sciences (1937-1962). He also designed the Eastern State Hospital Administration Building (1933), and on the State Hospital campus, Roosevelt Hall (1935). Rasque, in concert with John Graham Jr. Architects of Seattle, designed Spokane's Baxter Veteran's Hospital in 1947 (now VAMC).

Rasque worked on some 40 School projects in Spokane and Eastern Washington between 1940 and 1969. In 1938 Rasque was selected by the School Board to prepare a grant application to the PWA (Public Works Administration) for school construction. Mr. Arthur Cowley prepared Project 1, and Mr. Rasque, Project 2, which would include 18 schools for a total cost of \$412,004 for which the school district would assume the sum of \$266,602.60. In addition to Finch, Rasque's other Spokane schools included the Browne Elementary School addition (1953), Hawthorne School remodel (1940), Irwin Elementary School (1946), Lewis and Clark High School (1946), and additions at Roosevelt, Sheridan, Stevens, Whittier, and Willard elementary schools. He also completed additions for the Spokane Trade School.

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Spokane School District No. 81. Floor Plans for Finch Elementary School
1923. Milton Street Elevation, 1st Floor Plan. Julius A. Zittel
1926. Elevation Plans, Floor Plan, Details Drawing. Julius A. Zittel
1930. Elevation Plans, Floor Plan. Julius A. Zittel
July 1945. Additions and Alternations Plans. George M. Rasque

Spokane Daily Chronicle

- . "Front Elevation of the First Unit of the New John A. Finch School." 7/10/1923. p6:3. (Last Edition)
- . Deliberate on Cost of School. 7/25/1923.
- . "Flashes from Grade Schools: New School is Model of Up-To-Date Construction." 2/1/1924. p13:1.
- . "Start Building Program Monday." 7/8/1926. p1:5.
- . "School Program Depends on Vote." 1/9/1937. p6:4. (Final Fireside Edition).

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MAPS, PHOTOS, DRAWINGS, ARTICLES



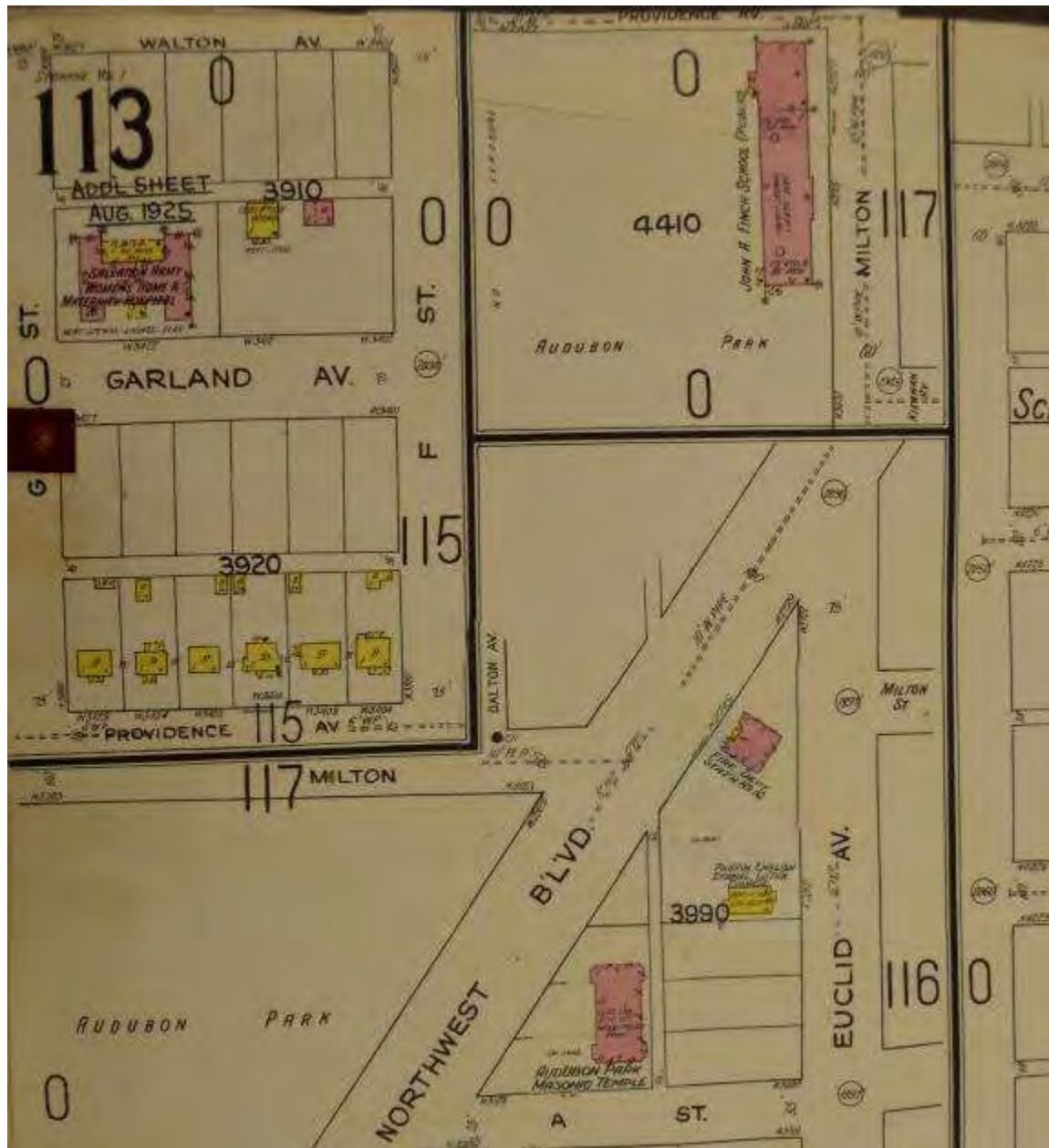
USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

FINCH ELEMENTARY SCHOOL SITE LOCATION



**FINCH ELEMENTARY SCHOOL
AERIAL PHOTO**

↑
N
no scale



Sanborn Insurance Rate Map
1910, corrected to August 1925, Vol 1, page 113



Sanborn Insurance Rate Map

1952, corrected to June 1957, Volume 5, Page 511

PHOTOS AFTER 2014 Modernization & Addition 2015 EXTERIOR

Photos taken 12/3/2015



Photo 1 - SE Corner - East & South Facades - Looking NW



Photo 2 - NE Corner - East & North Facades - Looking SW



Photo 3 - NW Corner - Looking SE



Photo 4 - New West Wing Addition - Looking East



Photo 5 - SW Corner Showing New West Wing & Historic South Facade



Photo 6 - South Facade - Looking North Junction of New West Wing and Historic Wing



Photo 7 - East (Front) Facade Showing Main Entry - Looking West



Photo 8 - East Facade Showing Wall and Window Detail - Looking West.



#9 - North Facade - Looking SW Between East Entry and Gymnasium



Photo 10 - Gymnasium & Entrance - Looking SW Toward New Addition



Photo 11 - NW Corner Showing West Wing Addition - Looking South



Photo 12 - Juncture of New West Wing and Historic South Facade



Photo 13 - South Facade - Historic Entry & Juncture of Historic Addition to South Wing



Photo 14 - Parapet, Belt Course & Brick Pattern- Typical



Photo 15 - Main Entry - East Facade



Photo 16 - Main Entry Pediment



Photo 17 – Front Entry



Photo 18 - Front Entry Capital



Photo 19 – Front Entry Vestibule - Looking West



Photo 20 - Looking North Along East Hall From Main Entry



Photo 21 - Looking South Along East Hall-From Main Entry



Photo 22 - South Hallway- Looking East From West End



Photo 23 - Classroom 120 - Looking West



Photo 24 - Classroom 120 – Looking North at Historic Fireplace



Photo 25 - West Hallway - Looking North



Photo 26 - Classroom 127 - Looking South - Typical New Classroom in West Wing



Photo 27 - Courtyard - Looking East at Historic South & East Wings With 2014 Addition



Photo 28 - Courtyard - Looking Southwest - Historic Wing and West Addition



Photo 29 – New Gymnasium (Original Expanded)



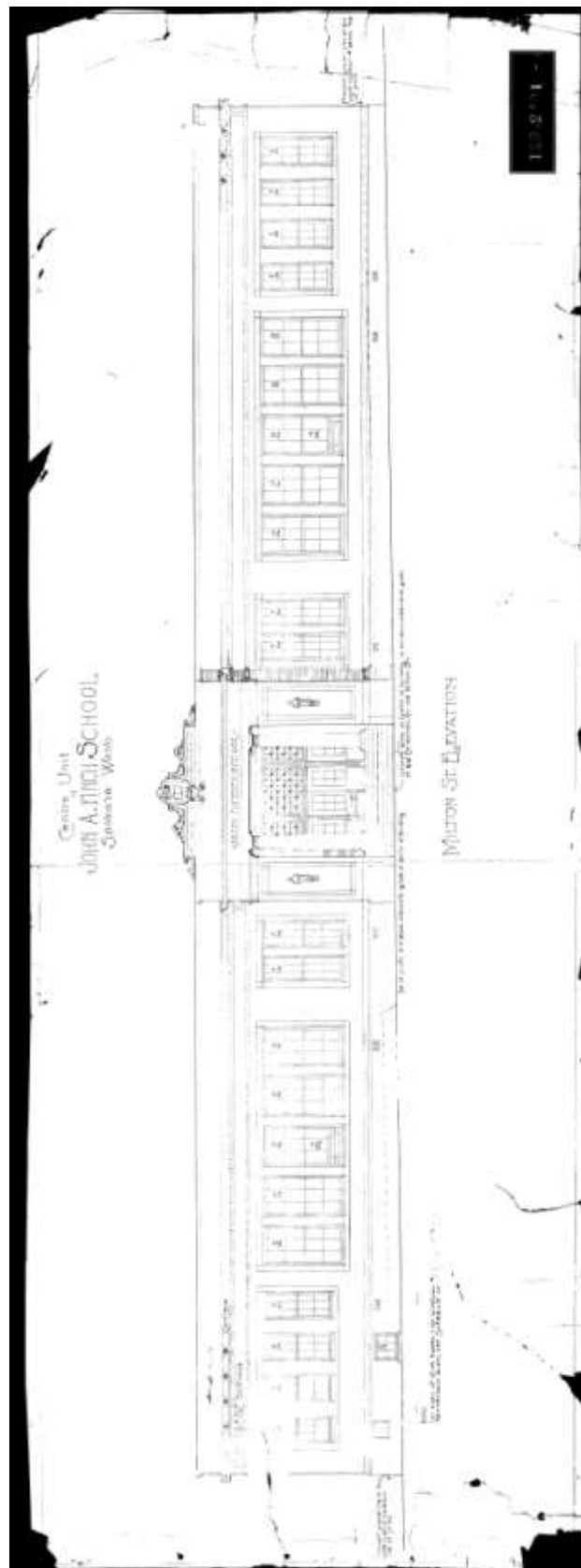
Photo 30 - Lunch Room/Multipurpose

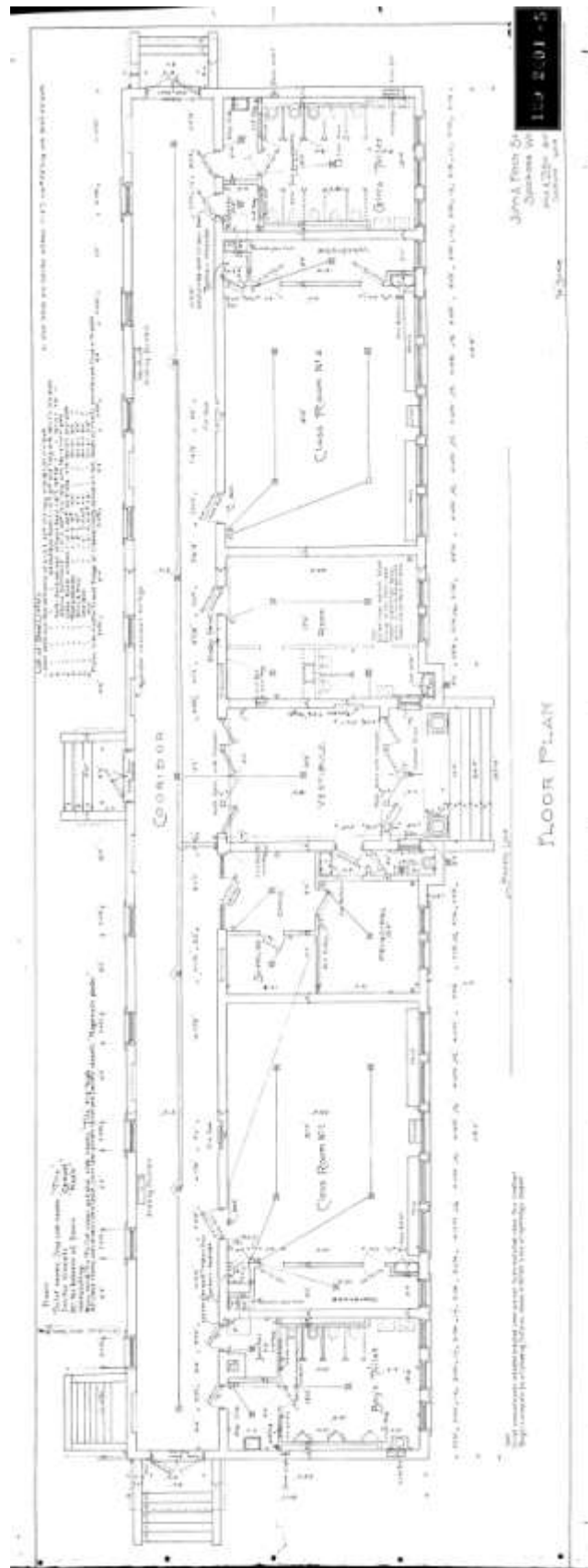


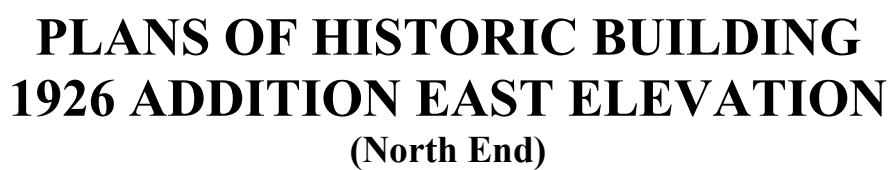
Photo 31 - Library - Looking North



**ELEVATION AND FLOOR PLAN OF
HISTORIC BUILDING
1924 AS-BUILT**



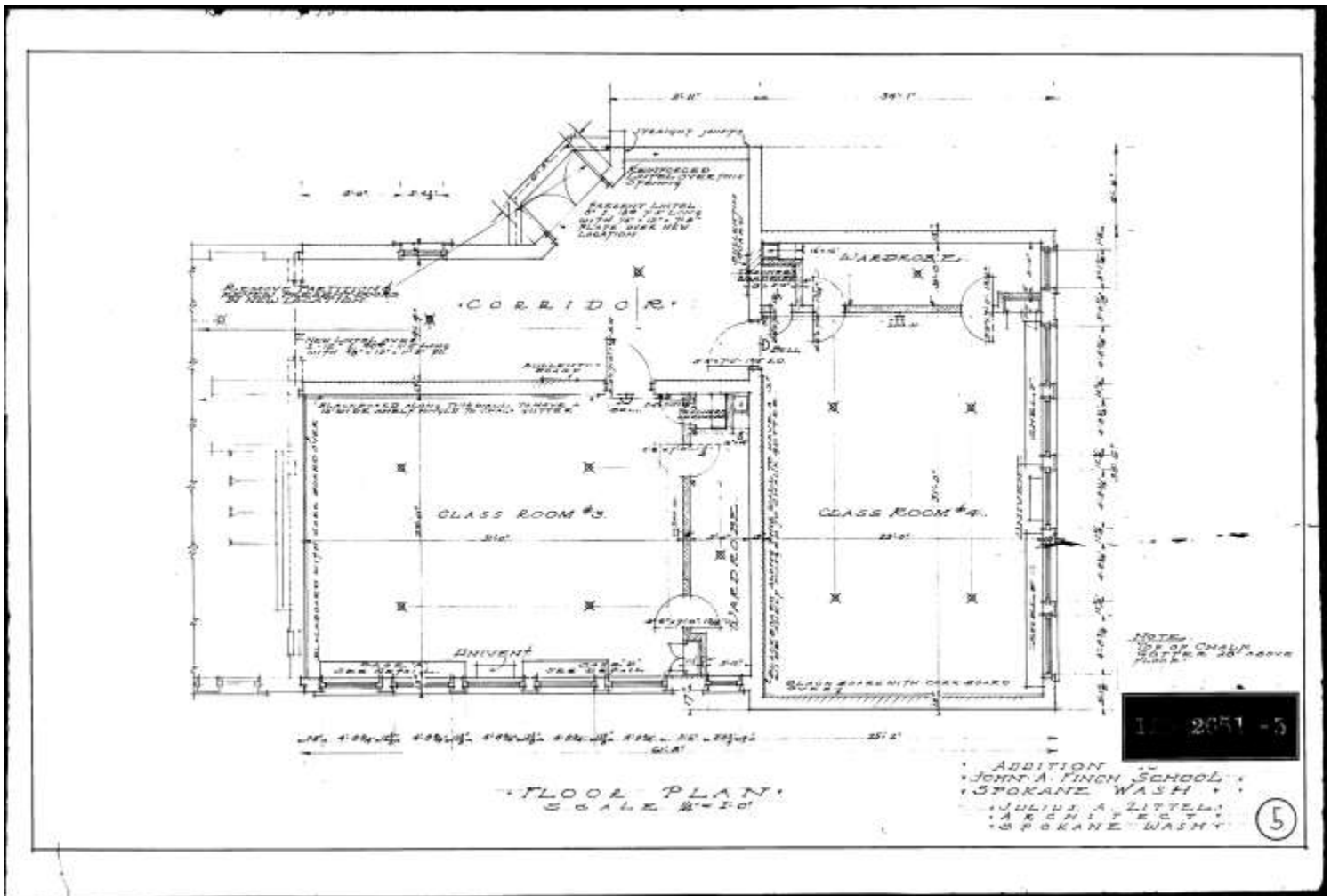




PLANS OF HISTORIC BUILDING

1926 ADDITION EAST ELEVATION

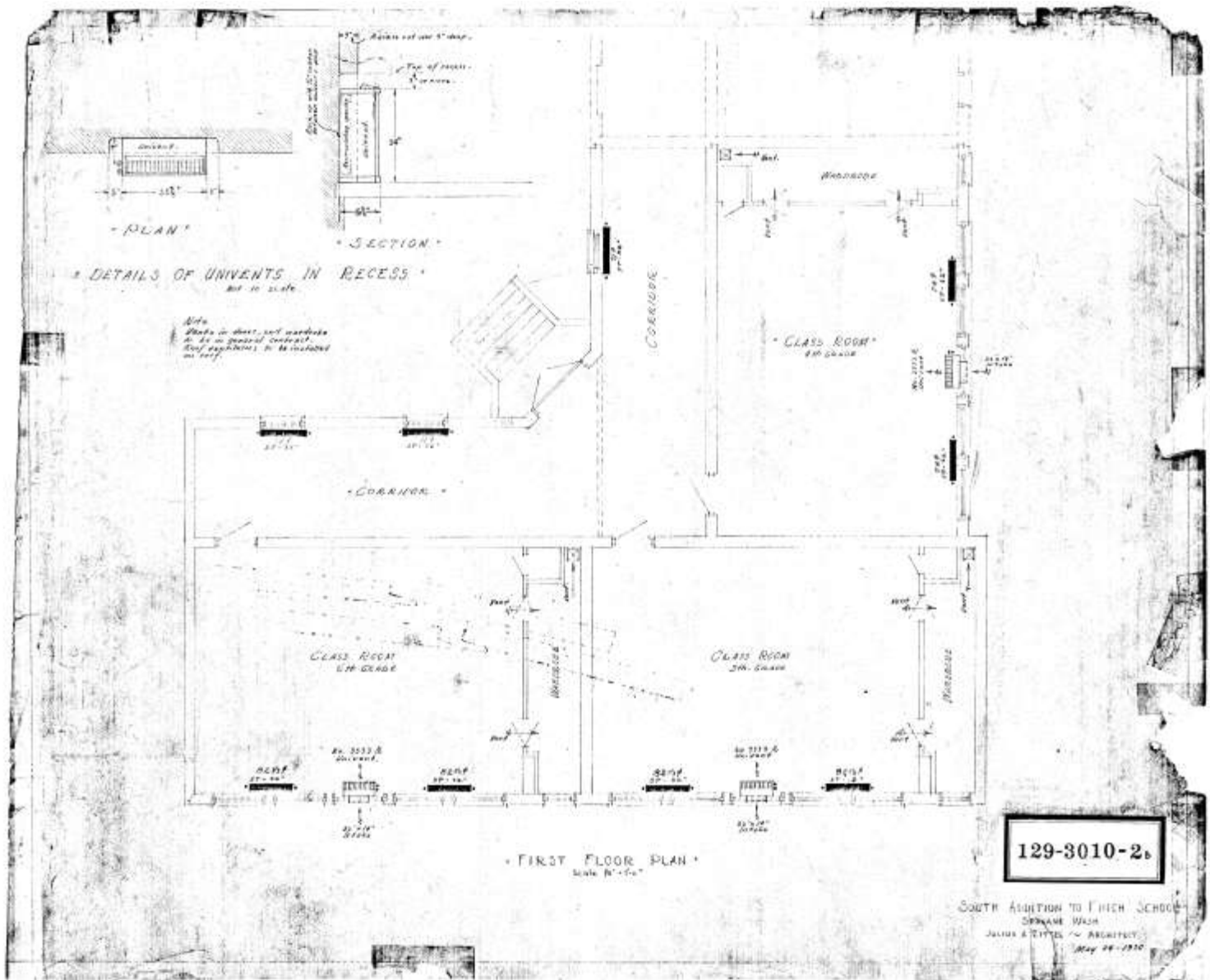
(North End)



PLANS OF HISTORIC BUILDING
1926 ADDITION FLOOR PLAN
(North End)



ELEVATIONS OF 1930 BUILDING ADDITION
(South End)

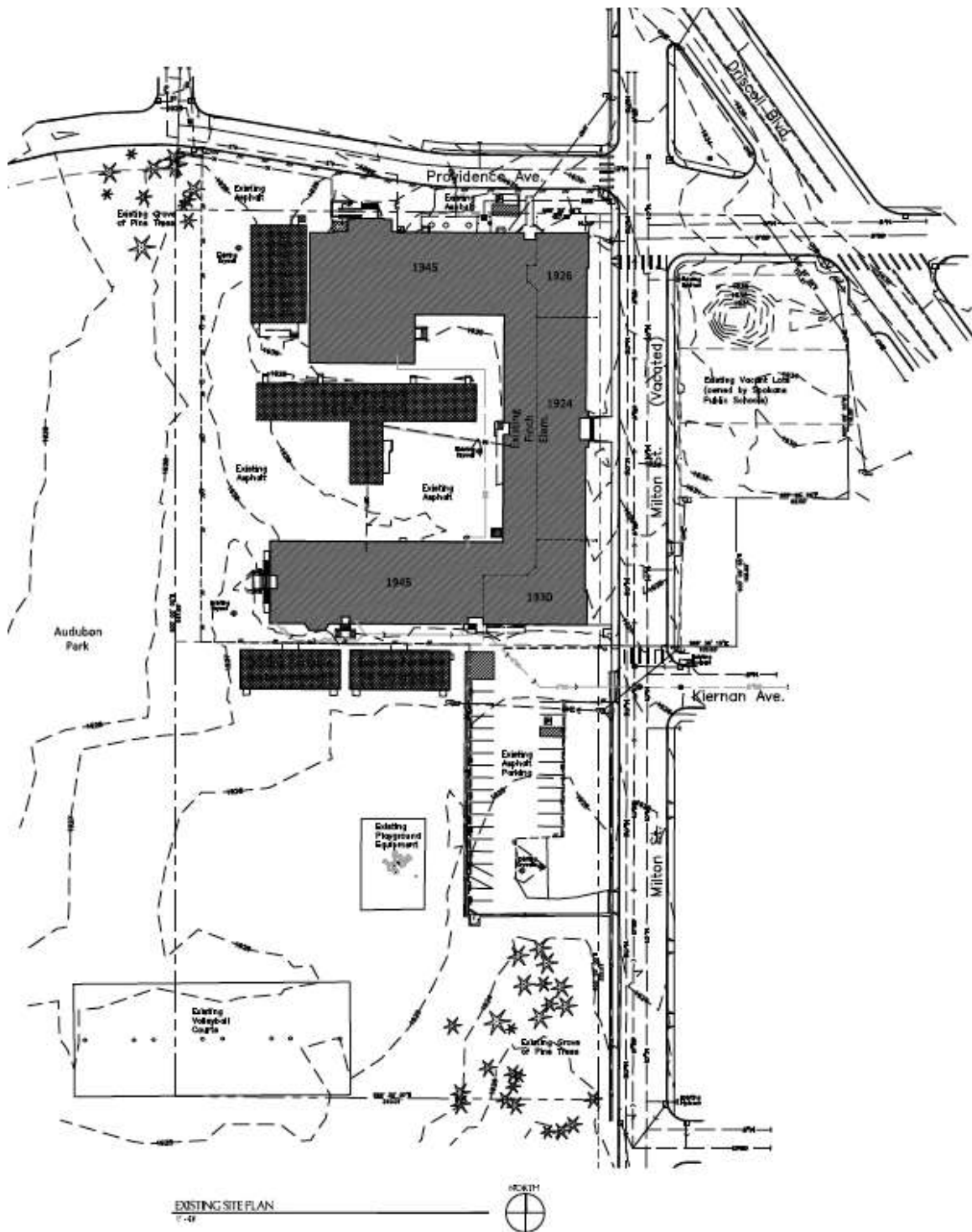


FLOOR PLAN OF 1930 BUILDING ADDITION



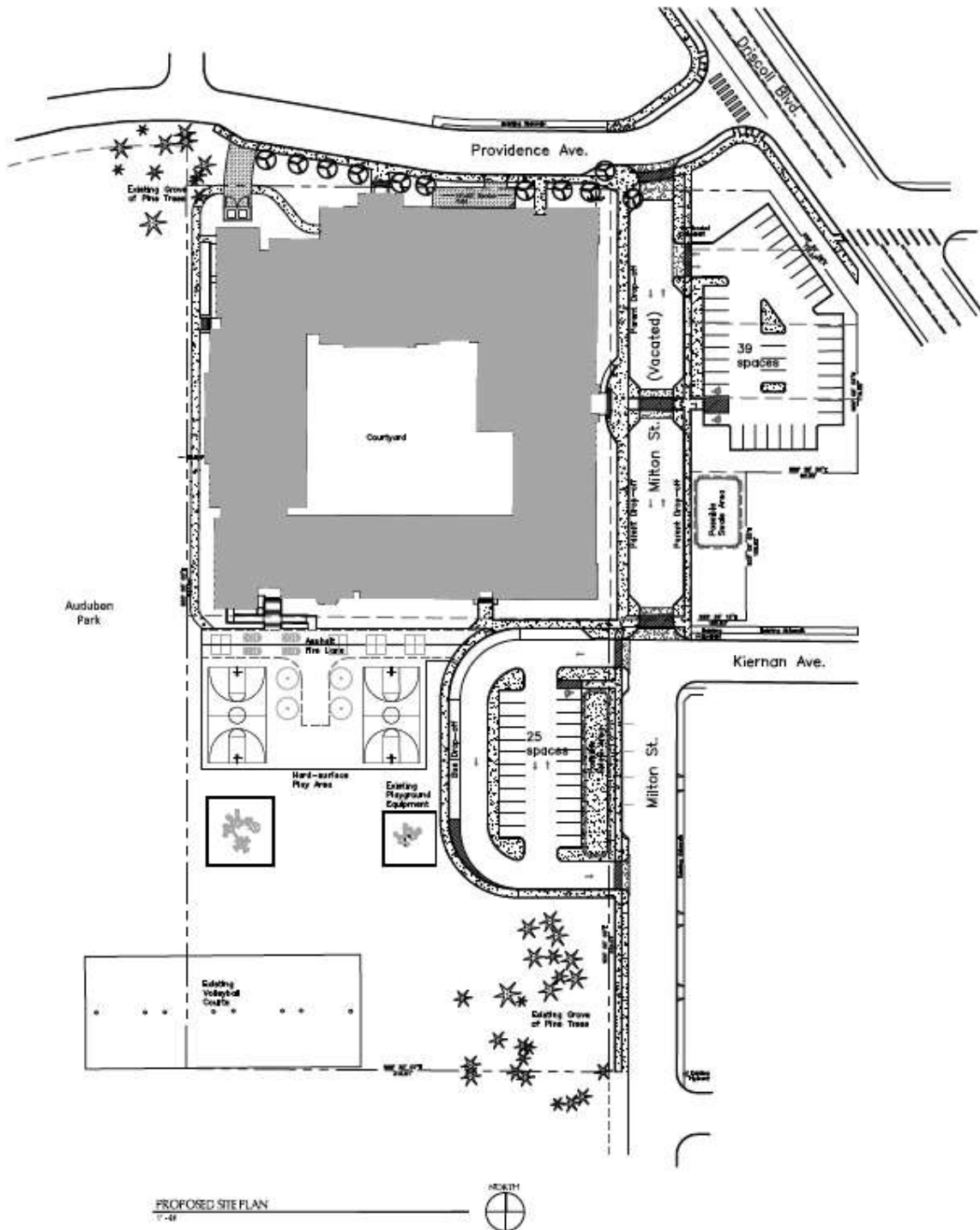


FLOOR PLAN OF 1946 BUILDING



**SITE PLAN PRIOR TO 2014 ADDITION &
MODERNIZATION**

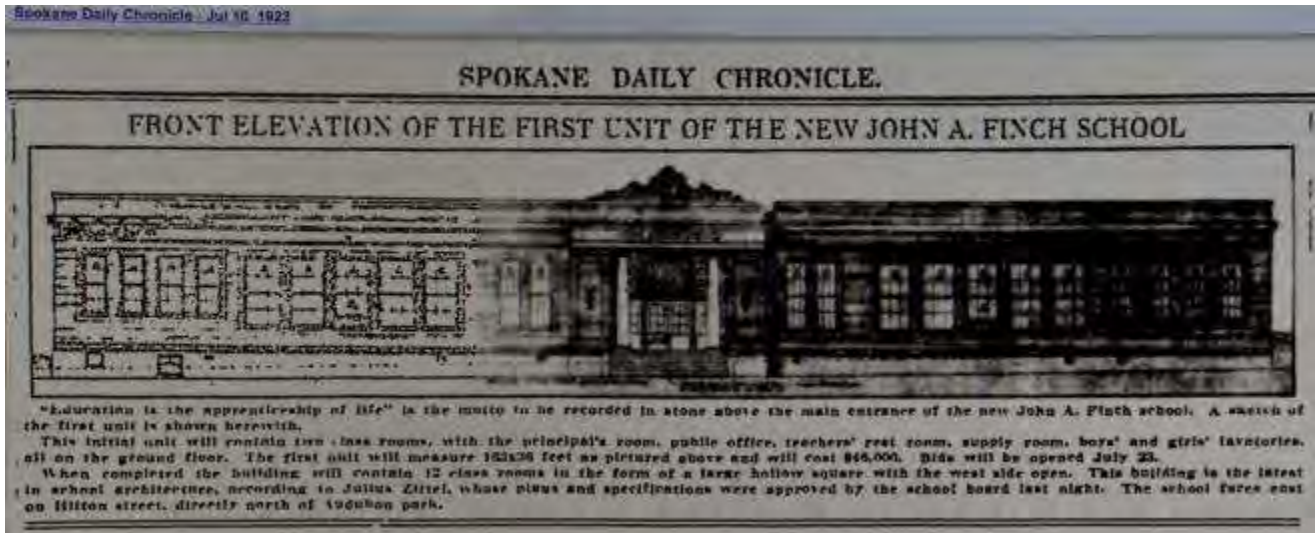
DRAWINGS AND PLANS OF 2014 ADDITION & MODERNIZATION



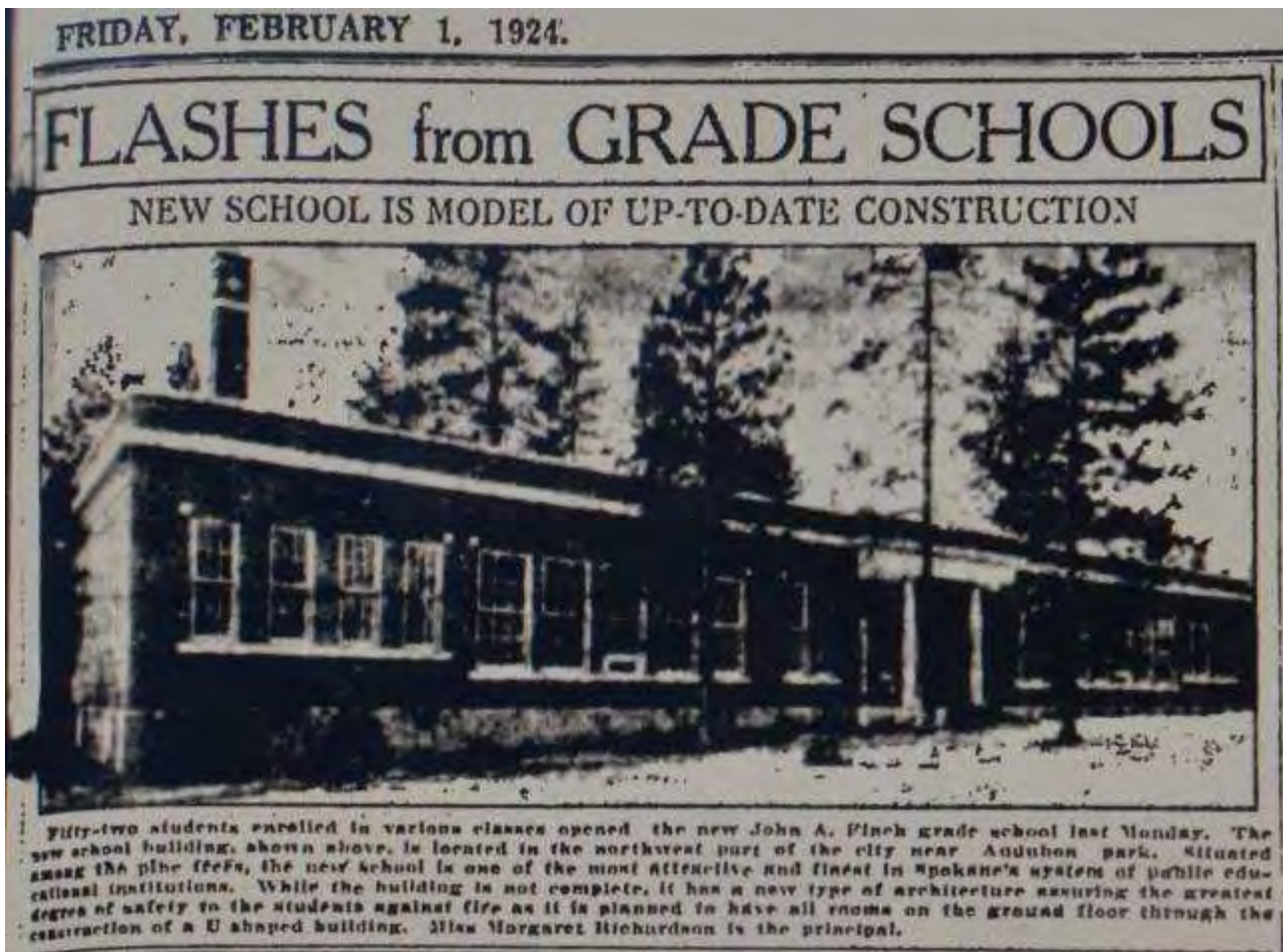
<p>Proposed Elevations: Finch Elementary School Spokane Public Schools 3717 N. Milton St., Spokane, WA</p>	<p>MMEC ARCHITECTURE • INTERIORS 505 N. Washington Spokane, WA 99201 Tel: (509) 325-1111 Fax: (509) 325-1112 www.mmeccorp.com</p>	<p> Date: 10/20/10 Drawn by: [Signature] Checked by: [Signature] Title: [Signature] Scale: 1/8" = 1'-0" Sheet: A3 </p>
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NEWS ARTICLES



Spokane Daily Chronicle. 7/10/1923. p6:3.



Spokane Daily Chronicle. 2/1/1924. p13:1.



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/23/2016
Clerk's File #	OPR 2016-0165
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	WASTEWATER MANAGEMENT
Contact Name/Phone	MIKE CANNON 625-4642
Contact E-Mail	MCANNON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4320 ICP-OES (INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROPHOTOMETER)

Agenda Wording

Purchase of planned replacement of ICP-OES Metals Analyzer (Inductively Coupled Plasma Optical Emission Spectrophotometer) for NPDES permit required testing.

Summary (Background)

The City of Spokane is required by state and federal law, as outlined in its NPDES permit, to analyze a variety of samples for metals. The samples tested come from different programs defined by the permit such as pretreatment and effluent limitations. The City of Spokane RPWRF Laboratory uses an Inductively Couple Plasma Optical Emission Spectrophotometer (ICP-OES) to analyze these samples. The current ICP-OES is 11 years old and is incapable of performing consistent and accurate analyses. The current frequency of major and minor component failures and the associated costs are such that purchasing a new unit will cost the City less money over time.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 86,960.00	#	4320-43260-94000-56407-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	PW 2/22/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>		kbrooks@spokanecity.org	
		mcannon@spokanecity.org	
		jdonovan@spokanecity.org	
		cwahl@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Wastewater Management
February 22, 2016

Subject

Wastewater Management purchase of planned replacement Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP-OES) for NPDES permit required testing.

Background

The City of Spokane is required by state and federal law, as outlined in its NPDES permit, to analyze a variety of samples for metals. The samples tested come from different programs defined by the permit such as pretreatment and effluent limitations. The City of Spokane RPWRF Laboratory uses an Inductively Couple Plasma Optical Emission Spectrophotometer (ICP-OES) to analyze these samples.

The current ICP-OES is 11 years old and is incapable of performing consistent and accurate analyses. The current frequency of major and minor component failures and the associated costs are such that purchasing a new unit will cost the City less money over time.

Impact

The Wastewater Management Department has apportioned an adequate amount in its capital budget to accommodate the purchase of a replacement ICP-OES. The Bid Number for the ICP Spectrophotometer (ICP-OES) is #4202-15.

The low bid meeting specifications and award recommendation is:

Agilent Technologies, Inc.

2850 Centerville Road BU3-2

Wilmington, Delaware

19808-1610

The low bid amount is \$66,970.82.

Action

Wastewater Management is seeking City Council approval to purchase the replacement ICP-OES



Agilent Technologies

Samantha Johnson
City of Spokane
4401 N A1 White Pkwy
SPOKANE WA 99205

Quotation

Quote No.	Create Date	Delivery Time	Page
1953345	11/17/2015	6 Weeks	1 of 5
Contact	Phone no.	Valid to	
Joel Hanson	206-617-0217	01/16/2016	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

4202-15 11-23-2015

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
G8011AA Agilent 5100 VDV ICP-OES. PC controlled Vertical Dual View Inductively Coupled Plasma - Optical Emission Spectrometer. With the following configuration: Ship-to Country : USA Upgrade to 5 channel peristaltic pump Installation (44K) Familiarization at Installation (44L)	1.000 EA	114,334.45 USD	52,723.75-	61,610.70
G8481A Water Chiller - Polyscience	1.000 EA			
 With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L)				
6610030100 Bottle ICP-OES Wavecal soln 500mL 5 ppm ICP-OES wavelength calibration solution; 500 mL, contains 5 mg/L Al, As, Ba, Cd, Co, Cr, Cu, Mn, Mo, Ni, Pb, Se, Sr, Zn and 50 mg/L K in 5 % HNO3 + tr HF	1.000 EA			



Agilent Technologies

Samantha Johnson
City of Spokane
4401 N A1 White Pkwy
SPOKANE WA 99205

Quotation

Quote No.	Create Date	Delivery Time	Page
1953345	11/17/2015	6 Weeks	2 of 5
Contact	Phone no.	Valid to	
Joel Hanson	206-617-0217	01/16/2016	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
5190-7001 Calib Blank ICP-OES 5% HNO3 / 0.2% HF 500mL	1.000 EA			
G8490A SPS 4 Autosampler for use with FAAS, MP-AES and ICP-OES systems. With the following configuration: Ship-to Country : USA SPS 4 Pumped Drain kit Installation (44K) Familiarization at Installation (44L)	1.000 EA			
NON AGILENT PROD LabStation 60 LabStation 60 Dimensions 30"D x 60"W x 35"H Features: Fully sealed non-ESD laminated work surface Powder coated welded steel frame with 4" diameter total lock casters 36" tall articulated monitor mount, VESA compliant (100mm and 70mm holes) Under bench PC mount (left side) Articulated keyboard tray and mouse pad Full width footshelf - 18" deep Holds 1000 lbs, evenly distributed Ships fully assembled	1.000 EA			

Samantha Johnson
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Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
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Please note that above product LabStation 60 is not manufactured by Agilent Technologies which hereby disclaims any liability for the performance, quality, reliability or delivery of the items. The standard warranty, INCLUDING INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT, is to be supplied by manufacturer unless otherwise specified on the Agilent Technologies quotation.

G8010-67001

1.000 EA

Operating supplies kit, 5100 DV ICP-OES
Suits 5100 SVDV/VDV
Includes: demount.Easy Fit torch and
2 tubesets; peri pump tubes; s/chamber
plus nebulizer plus fittings; Helix s/c
seal and window (radial and axial views)

Gross Amount	:	\$	114,334.45
Total Discount	:	\$	52,723.75
Net Amount	:	\$	61,610.70
Sales Tax	:	\$	5,360.12
Total	:	\$	66,970.82

Samantha Johnson
City of Spokane
4401 N A1 White Pkwy
SPOKANE WA 99205

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Email : LSCAinstrumentsales@agilent.com			
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Email : orders@agilent.com			

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To place an instrument and/or software order, please fax the order to 302-633-8953.
To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
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North American Customer Contact Center
2850 Centerville Road BU3-2
Wilmington, DE 19808-1610

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 - Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
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 - For Literature, Application notes, and other information, select [Library](#).
 - For Online Technical Support including the Technical Support Assistant and Frequently Asked Questions, select [Technical Support](#).

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

Samantha Johnson
City of Spokane
4401 N A1 White Pkwy
SPOKANE WA 99205

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To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

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PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AGILENT TECHNOLOGIES, INC., whose address is 2850 Centerville Road BU3-2, Wilmington, Delaware 19808-1610, as "Company".

The parties agree as follows:

1. GOODS. The Company agrees to sell to the City, INDUCTIVELY COUPLED PLASMA OPTICAL EMISSION SPECTROMETER AND SOFTWARE SYSTEM (ICP – METALS ANALYZER) in accordance with the Company's proposal.
2. AGREEMENT DOCUMENTS. This written Agreement, the proposal, other than as expressly excepted to in the Company's proposal, and the Company's proposal comprise the agreement documents, and are intended as the final expression of the parties' understandings. In the event of conflict between the agreement documents, the documents control in the order listed above.
3. TERM. The Agreement shall begin January 1, 2016 and run through December 31, 2016 unless terminated earlier.
4. COMPENSATION. The City will pay SIXTY SIX THOUSAND NINE HUNDRED SEVENTY AND 82/100 DOLLARS (\$66,970.82) for everything furnished and done under this Agreement. This amount includes all taxes imposed by law, except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.
5. PAYMENT. The Company shall submit its application for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Company's application or receipt and acceptance of goods, whichever is later. 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. WARRANTY. The Company expressly warrants that all goods furnished pursuant to this Agreement will be free from defects in material, workmanship and title. Further, the Company warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.
7. TERMINATION. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.

8. DELEGATION AND ASSIGNMENT. Neither party to this Agreement may delegate the performance of any obligation to a third party unless mutually agreed in writing. This Agreement cannot be assigned without the written consent of the other party. In the event of an assignment or transfer, the terms of this agreement shall continue to be in full force and effect.

9. INSURANCE. During the term of the Agreement, 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 Contractor'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 thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Company shall furnish an acceptable insurance certificate to the City at the time the Company returns the signed Agreement.

10. INDEMNIFICATION. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, demands or suits in law or equity arising from the Company's negligence or breach of its obligations under the Agreement. The Company's duty to indemnify shall not apply to liability caused by the sole negligence of the City. The Company's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Company, its officers and employees shall apply only to the extent of the negligence of the Company, its officers and employees. The Company's duty to indemnify shall survive termination of the Agreement. This indemnification shall be in addition to the warranty obligations of the Company. **The Company waives its immunity under Industrial Insurance, Title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

11. COMPLIANCE WITH LAWS. The Company warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

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 Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

13. 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 Company 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 Company 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. 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.

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

17. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement. The amendment shall be executed with the same formalities as this Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest

Approved as to form:

City Clerk




Assistant City Attorney

Dated: 02-16-2016 _____

AGILENT TECHNOLOGIES, INC.

E-Mail address: georgeann_foster@agilent.com

By:  _____

Title: Business Sales Specialist

16-021

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

AGILENT TECHNOLOGIES, INC.

E-Mail address: _____

By: _____

Title: _____

16-021



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	PRO 2016-0008
Renews #	
Cross Ref #	
Project #	2013215
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - BLANK LOW BID AWARD - I04 CONTROL FACILITY

Agenda Wording

Low Bid of (to be determined at bid opening to be held on February 29, 2016 (City, ST) for I04 Control Facility (Bridge CSO) - \$ _____. An administrative reserve of \$ _____, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

All information will be provided prior to the March 7, 2015 meeting. On February 26, 2016 bids were opened for the above project. The Engineers Estimate for this project is \$7,927,042.00. The low bid was from (to be determined at bid opening) in the amount of \$ _____, which is \$ _____ or _____% over/under the Engineer's Estimate; other bids were received as follows:

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 8,584,573.27	#	4340 43416 94000 56501 09149
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 1/25/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	fperkins@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		kkeck@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		jhensley@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
January 25, 2016

Subject:

I-04 (Bridge Avenue CSO) – CSO tank located in the Bosch lot (2013215)

Background:

The proposed I-04 tank is part of the overall CSO program intended to bring the frequency of combined sewer discharge to the Spokane River into compliance with State regulations. The proposed tank will be 800,000 gallons and approx. 260-feet long by 50-feet wide and will be on City owned property currently used as gravel parking lot for City and public vehicles. When construction is complete the site will be restored to a gravel parking area and later used as a staging area for the Post Street Bridge replacement. This tank has been designed such that a future commercial building or parking structure could be located above it.

Public Impact:

Summit Parkway (formerly Bridge Avenue) between Post/Lincoln Streets and Monroe Street will be closed to all but Centennial Trail traffic during construction. Short duration impacts to traffic on Monroe Street and Lincoln Street will occur in order to connect this tank to piping in both of those streets. Access needs for Bloomsday have been accommodated.

Action:

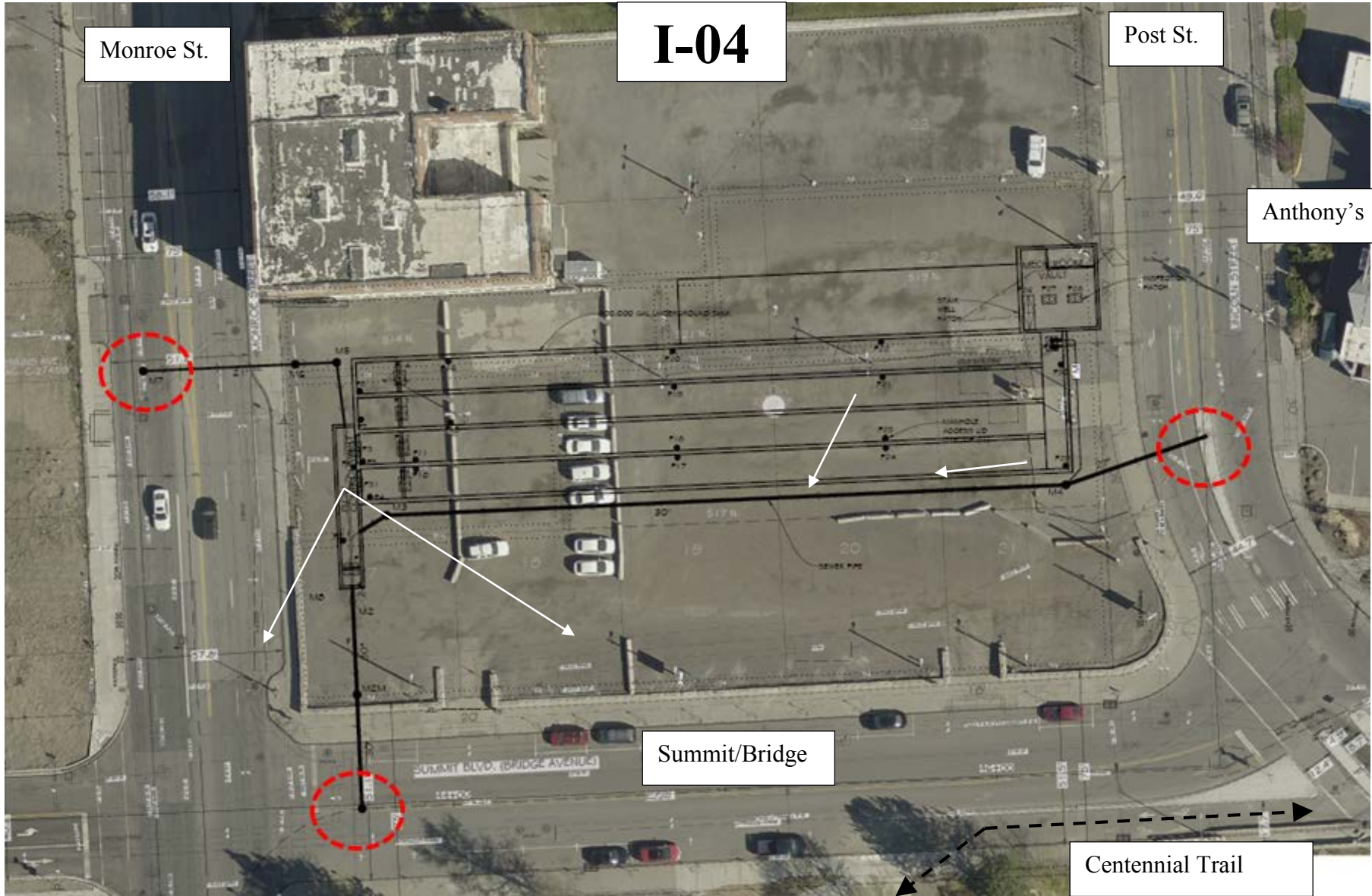
Information is provided for Council consideration. The Engineer's Estimate for this project is approximately \$6.8M. The project will be advertised at the beginning of February and a recommendation for award forwarded to Council after bids have opened.

Funding

This project is funded by the Sewer Department.

Attachments

Project location map.



City Of Spokane

Engineering Services Department

* * * Engineer's Final Estimate * * *

Project Number: 2013215

Project Description I04 Control Facility

Original Date 5/8/2015 7:59:57 AM

Funding Source Local

Update Date 1/29/2016 1:01:15 PM

Preparer Duane Studer

Addendum 2

Project Number: 2013215

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01 Addendum 2		Sales tax shall be included in unit prices		
101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
104	SPCC PLAN	1 LS	*****	500.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00
106	POTHOLING	3 EA	500.00	1,500.00
107	PRE-BLAST AND POST-BLAST SURVEY	1 LS	*****	80,000.00
108	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00
109	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,000.00
110	MOBILIZATION	1 LS	*****	720,000.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	55,000.00
112	PEDESTRIAN TRAFFIC CONTROL	1 LS	*****	2,000.00
113	SPECIAL SIGNS	45 SF	20.00	900.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	1000 HR	5.00	5,000.00
115	CLEARING AND GRUBBING	1 LS	*****	5,000.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	9,000.00
117	REMOVE EXISTING CURB	401 LF	10.00	4,010.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	236 SY	14.00	3,304.00
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	550.00	550.00
120	SAWCUTTING CURB	14 EA	28.00	392.00
121	SAWCUTTING RIGID PAVEMENT	360 LFI	2.00	720.00
122	SAWCUTTING FLEXIBLE PAVEMENT	3062 LFI	0.50	1,531.00
123	REMOVE AND DISPOSE OF TROLLEY RAILS	400 LF	15.00	6,000.00
124	REMOVE UNSUITABLE FOUNDATION MATERIAL	50 CY	26.00	1,300.00
125	REPLACE UNSUITABLE FOUNDATION MATERIAL	50 CY	20.00	1,000.00
126	COMMON BORROW INCL. HAUL	3051 CY	19.00	57,969.00
127	SITE SHAPING & GRADING	6405 SY	10.00	64,050.00
128	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TANK	4862 CY	95.00	461,890.00
129	SPECIAL / INDUSTRIAL WASTE	8640 TON	50.00	432,000.00
130	HAZARDOUS MATERIAL	32 TON	625.00	20,000.00

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	Addendum 2	Sales tax shall be included in unit prices		
131	DISPOSAL OF INERT FILL AND DEBRIS INCL. HAUL	5500 CY	15.00	82,500.00
132	PREPARATION OF UNTREATED ROADWAY	1350 SY	2.50	3,375.00
133	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	474,800.00
134	SHORING	1 LS	*****	430,000.00
135	GRAVEL BACKFILL FOR WALLS INCL. HAUL	625 CY	42.00	26,250.00
136	CONTROLLED DENSITY FILL	60 CY	150.00	9,000.00
137	CRUSHED SURFACING TOP COURSE	55 CY	40.00	2,200.00
138	CRUSHED SURFACING BASE COURSE	84 CY	38.00	3,192.00
139	CSTC FOR SIDEWALK AND DRIVEWAYS	13 CY	62.00	806.00
140	CSTC FOR TANK FOUNDATION	413 CY	40.00	16,520.00
141	CRUSHED SURFACING TOP COURSE, UNPAVED AREAS	1017 CY	65.00	66,105.00
142	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	346 SY	20.00	6,920.00
143	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	320 SY	35.00	11,200.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	688 SY	40.00	27,520.00
145	SOIL RESIDUAL HERBICIDE	346 SY	1.00	346.00
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1008 SY	22.00	22,176.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00
148	COMPACTION PRICE ADJUSTMENT	1 CAL	4,564.00	4,564.00
149	CONCRETE STRUCTURE - CAST-IN-PLACE CSO TANK	1 LS	*****	2,977,400.00
150	MICROPILES - ADDITIONAL OVERBURDEN LENGTH	200 LF	150.00	30,000.00
151	ADDITIONAL M2 MICROPILES	5 EA	4,500.00	22,500.00
152	PRECAST CONCRETE VENTILATION STRUCTURE	2 EA	18,000.00	36,000.00
153	CONCRETE PIPE ANCHOR	1 EA	1,800.00	1,800.00
154	WATERPROOFING	548 SY	80.00	43,840.00
155	SPRAY-ON CONCRETE LINING	720 SF	10.00	7,200.00
156	MANHOLE TYPE I-48, BASIC PRICE	2 EA	4,000.00	8,000.00
157	MANHOLE TYPE II-54, BASIC PRICE	4 EA	6,000.00	24,000.00
158	MANHOLE TYPE II-96, BASIC PRICE	1 EA	12,500.00	12,500.00
159	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	6 VF	120.00	720.00
160	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	12 VF	200.00	2,400.00
161	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	13 VF	300.00	3,900.00
162	RECONSTRUCT MANHOLE INVERT	1 EA	1,500.00	1,500.00
163	GRATE INLET TYPE 3	1 EA	1,600.00	1,600.00
164	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	300.00	300.00
165	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	3 EA	500.00	1,500.00
166	CATCH BASIN TYPE 1	1 EA	2,500.00	2,500.00

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>	Addendum 2	Sales tax shall be included in unit prices		
167	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	700.00	2,100.00
168	VALVE BOX AND COVER	1 EA	400.00	400.00
169	MANHOLE TEST	2 EA	550.00	1,100.00
170	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	350.00	700.00
171	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00
172	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	24.00	480.00
173	IMPORTED BACKFILL	310 CY	25.00	7,750.00
174	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00
175	RECONNECT SIDE SEWER	1 EA	950.00	950.00
176	SIDE SEWER CLEANING AND VIDEO INSPECTION	1 EA	500.00	500.00
177	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	135 CY	110.00	14,850.00
178	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	15 LF	70.00	1,050.00
179	PLUGGING EXISTING PIPE	2 EA	500.00	1,000.00
180	CONNECT 6 TO 12 IN. DIAMETER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00
181	FORCE MAIN PIPING	1 LS	*****	27,000.00
182	MAINTENANCE AND CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	14,000.00
183	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	12,000.00
184	ENCASE WATER/SEWER AT CROSSINGS	3 EA	950.00	2,850.00
185	CLEANING EXISTING SANITARY SEWERS	4 EA	450.00	1,800.00
186	DI PIPE FOR WATER MAIN 8 IN. DIAM.	100 LF	65.00	6,500.00
187	IMPORTED OR SCREENED NATIVE BEDDING	100 LF	10.00	1,000.00
188	TRENCH EXCAVATION FOR WATER SERVICE TAP	17 CY	50.00	850.00
189	CSO FACILITY WATER SUPPLY AND BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	40,000.00
190	SANITARY SEWER PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	97 LF	150.00	14,550.00
191	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	455 LF	210.00	95,550.00
192	SIDE SEWER PIPE 4 TO 6 IN. DIAM.	30 LF	75.00	2,250.00
193	SIDE SEWER PERMIT	1 EA	40.00	40.00
194	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	135,000.00
195	DETENTION TANK APPURTENANCES	1 LS	*****	120,900.00
196	ESC LEAD	1 LS	*****	4,000.00
197	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	9,000.00
198	INLET PROTECTION	6 EA	115.00	690.00
199	STABILIZED CONSTRUCTION ENTRANCE	273 SY	18.00	4,914.00
200	STREET CLEANING	40 HR	175.00	7,000.00
201	SILT FENCE	470 LF	6.00	2,820.00
202	TOPSOIL TYPE A, 2 INCH THICK	67 SY	10.00	670.00
203	HYDROSEEDING	67 SY	7.00	469.00

Project Number: 2013215

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>	Addendum 2	Sales tax shall be included in unit prices		
204	CEMENT CONCRETE CURB	350 LF	20.00	7,000.00
205	MOUNTABLE CEMENT CONC. TRAFFIC CURB	350 LF	25.00	8,750.00
206	CEMENT CONCRETE DRIVEWAY	20 SY	50.00	1,000.00
207	TEMPORARY CHAIN LINK FENCE	1080 LF	9.00	9,720.00
208	MONUMENT FRAME AND COVER	1 EA	550.00	550.00
209	ADJUST MONUMENT FRAME AND COVER	1 EA	350.00	350.00
210	CEMENT CONC. SIDEWALK	190 SY	36.00	6,840.00
211	SAWCUTTING TRIP HAZARD	10 LF	30.00	300.00
212	2FT - 4FT BASALT BOULDER	6 EA	110.00	660.00
213	INDUCTION LOOP VEHICLE DETECTOR SYSTEM	1 LS	*****	6,000.00
214	SIGNING, PERMANENT	1 LS	*****	2,000.00
215	REMOVAL OF EXISTING PAVEMENT MARKINGS	156 SF	3.00	468.00
216	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	2 EA	150.00	300.00
217	PAVEMENT MARKING - DURABLE HEAT APPLIED	420 SF	10.00	4,200.00
218	PAVEMENT MARKING - PAINT	13 SF	2.00	26.00
219	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	5 EA	175.00	875.00
220	TEMPORARY PAVEMENT MARKING	1 LS	*****	900.00
221	REINFORCED DOWELED CURB	371 LF	10.00	3,710.00
222	TRAFFIC ISLAND CONCRETE	10 SY	55.00	550.00
223	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	518,000.00
224	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	310,000.00
225	SANITARY SEWAGE PUMPS	1 LS	*****	60,000.00
226	PUMP STARTUP/TESTING COSTS	1 LS	*****	20,000.00
227	HEALTH AND SAFETY PLAN	1 LS	*****	7,000.00
228	Pre-Construction & Post-Construction Survey and Monitoring	1 LS	*****	90,000.00
<i>Schedule Totals</i>				7,927,042.00

Project Number *2013215* *I04 Control Facility*

<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>	7,927,042.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,927,042.00



Agenda Sheet for City Council Meeting of:
02/29/2016

Date Rec'd	2/22/2016
Clerk's File #	OPR 2013-0296
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 3914-13
Requisition #	CR 14464

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHUCK CONKLIN 625-6524
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490-CONTRACT EXTENSION WITH DEECO, INC.

Agenda Wording

Contract extension with DEECO, Inc, (Raleigh, NC) for annual compliance testing for the Waste to Energy Facility, April 1, 2016 through March 31, 2017. Cost is \$93,920.00 with a 10% admin. reserve of \$9,392.00, total amount not to exceed \$103,312.00.

Summary (Background)

Annual stack testing is required by the operating permits for the Waste to Energy facility. A request for proposals was issued on February 26, 2013. Three proposals were received. Based on a cost that was substantially less than the other proposals, and the history of excellent work that DEECO has performed in the past, they were selected as the best and lowest cost proposal, and a contract was executed. The contract allows for 4 one-year extensions. This is the third of those extensions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 103,312.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 2/22/16
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	tprince@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
February 22, 2016

Subject

Contract extension with DEECO, Inc., (Raleigh, NC) for annual compliance testing for the Waste to Energy Facility, April 1, 2016, through March 31, 2017. The cost of the extension is \$93,920.00 with a 10% administrative reserve of \$9,392.00, for a total amount not to exceed \$103,312.00.

Background

Annual stack testing is required by the operating permits for the Waste to Energy facility. A request for proposals was issued on February 26, 2013. Three proposals were received. Based on a cost that was substantially less than the other proposals, and the history of excellent work that DEECO has performed in the past, they were selected as the best and lowest cost proposal, and a contract was executed. The contract allows for 4 one-year extensions. This is the third of those extensions.

Impact

The annual compliance testing will demonstrate the Waste to Energy facility's compliance with the Air Operating Permit emission limits (Chapter 401 Title V). It will also provide a third-party certification of the accuracy of the existing Continuous Emission Monitors as required by Federal regulations in 40CFR 60 Appendices B and F procedures.

Action

Recommend approval of this contract extension.

Funding

As a required annual expenditure, this testing is included in the 2016 Waste to Energy operations budget.

CONTRACT EXTENSION # 3 of 4

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and DEECO, INC., whose address is 3404 Lake Woodard Road, Raleigh, North Carolina 27604, as "Contractor".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide the City with an AIR EMISSION COMPLIANCE TEST PROGRAM AT THE WASTE TO ENERGY FACILITY; and

WHEREAS, the original Contract allowed for four (4) additional one-year contract periods, subject to mutual agreement, this will be extension number three (3); and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated April 29, 2013 and May 13, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through March 31, 2017.
3. COMPENSATION. For the year 2016, the City shall pay the Contractor in accordance with the fee schedule outlined in the Contractor's March 12, 2013 response to the proposal, not to exceed ONE HUNDRED THREE THOUSAND THREE HUNDRED TWELVE AND NO/100 DOLLARS (\$103,312.00), plus a ten percent (10.00%) administrative reserve. Any revised fee schedule shall be approved through a written contract amendment.

Dated: _____

CITY OF SPOKANE

By: _____
David A. Condon
Title: Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

DEECO, INC

E-Mail address, if available:

By: _____
Title: _____

16-2020



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	CPR 1981-0400
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	BRANDY COTE 625-6774
Contact E-Mail	BCOTE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF LARA HEMINGWAY TO THE LIBRARY BOARD OF TRUSTEES

Agenda Wording

Appointment of Lara Hemingway to a four year term to the Library Board of Trustees, from 3/8/16 to 3/31/2020.

Summary (Background)

Appointment of Lara Hemingway to a four year term to the Library Board of Trustees, from 3/8/16 to 3/31/2020.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CHILDS, BRANDON	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		achanse@spokanelibrary.org	
<u>For the Mayor</u>	SANDERS, THERESA	rbarden@spokanelibrary.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/24/2016
Clerk's File #	RES 2016-0025
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0620 RESOLUTION APPOINTING JONATHAN MOOG RFP DIRECTOR

Agenda Wording

A Resolution appointing Jonathan Moog RFP Director.

Summary (Background)

A Resolution appointing Jonathan Moog RFP Director.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2016-0025

A Resolution approving the appointment of Jonathan Moog as the Riverfront Park Director for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads, subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of the appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Moog as the Director of Riverfront Park for the City of Spokane –

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Jonathan Moog as the Director of Riverfront Park.

ADOPTED BY THE CITY COUNCIL on _____, 2016

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	RES 2016-0026
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 REFUNDING LAND USE FEES FOR FILE NO. Z1500087COMP

Agenda Wording

A resolution authorizing the refund of land use fees collected by the City in connection with Planning Department File No. Z1500087COMP.

Summary (Background)

This resolution authorizes the refund of land use fees collected by the City in connection with Planning Department File No. Z1500087COMP.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	James Richman	
<u>For the Mayor</u>	SANDERS, THERESA	Lisa Key	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2016-0026

A resolution authorizing the refund of land use fees collected by the City in connection with Planning Department File No. Z1500087COMP.

WHEREAS, in anticipation of the City's current annual Comprehensive Plan amendment cycle, the City received four applications to amend the Comprehensive Plan Land Use Plan Map, two of which (File Nos. Z1500084COMP and Z1500087COMP) relate to tracts of land located in the vicinity of N. Indian Trail Road and Barnes Road, in the northwest corner of the City;

WHEREAS, significant staff time and resources are currently dedicated to processing the applications;

WHEREAS, on or about February 17, 2016, the City provided the applicants copies of agency comments received by the City in connection with these applications, listed certain review criteria implicated by the applications, and offered to meet with the applicants to discuss potential options moving forward;

WHEREAS, after meeting with the City, the applicant under File No. Z1500087COMP has expressed interest in withdrawing and terminating the application as long as its application fees are refunded;

WHEREAS, the applicant has paid fees totaling \$8,625 in connection with the application under File No. Z1500087COMP (the "Application Fees");

WHEREAS, Chapter 8.02, Article VI of the Spokane Municipal Code provides for the refund of fees paid in connection with applications to amend the Comprehensive Plan with refunds ranging from 50% to 75% depending on the amount of processing that has occurred with an application;

WHEREAS, the Comprehensive Plan amendment process usually takes approximately one year to complete, and can sometimes take two years or longer, requiring substantial staff time and resources;

WHEREAS, the City Council finds that withdrawal of the application at this early stage in the application process will result in substantial savings to the City in terms of staff time and resources, providing consideration for a full refund;

NOW, THEREFORE – it is hereby resolved by the Spokane City Council that, so long as Application File No. Z1500087COMP is withdrawn by the applicant no later than _____, 2016, the City shall refund the applicant one hundred percent

(100%) of the Application Fees the applicant has paid to the City in connection with the application.

ADOPTED by the Spokane City Council this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/23/2016
Clerk's File #	RES 2016-0027
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	NATE ODLE 625-6288
Contact E-Mail	NODLE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0500 RESOLUTION INDEMNIFYING EMPLOYEE

Agenda Wording

A Resolution indemnifying Lonnie Tofsrud, a City employee named in Darryl N. McLeod, et. al. v. City of Spokane and Lonnie and Jane Doe Tofsrud, Spokane County Superior Court Cause No. 14-2-02477-5.

Summary (Background)

All allegations made in the referenced lawsuit have to do with conduct occurring solely because of the performance of duties by said employee for the City. This resolution provides for the defense of Lonnie Tofsrud by attorneys for the City in the lawsuit, and that any judgment rendered against him in the lawsuit will be paid by the City or its insurance carrier(s).

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	nodle@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	sdhansen@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Resolution Approving Indemnification
and
Defense of Employee of City of Spokane

WHEREAS, the City of Spokane has provided for defense and indemnification of employees of the City of Spokane who are sued in the good faith performance of their duties pursuant to SMC 3.07.200; and

WHEREAS, Darryl N. McLeod, a married man, and Jaimelyn S. McLeod personally, and as Guardian *Ad Litem* for ISM, a minor child, have sued Lonnie Tofsrud (and Jane Doe Tofsrud) in Spokane Superior Court, Cause No. 14-2-02477-5.

WHEREAS, Lonnie Tofsrud is an employee of the City of Spokane; and

WHEREAS, all allegations made in the referenced lawsuit have to do with conduct occurring solely because of the performance Mr. Tofsrud's duties for the City of Spokane.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of Spokane that Lonnie Tofsrud shall be defended by attorneys for the City of Spokane in Spokane Superior Court, Cause No. 10-2-00455-1, and any judgment rendered against him in that lawsuit will be paid by the City of Spokane or its insurance carrier(s).

Adopted _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35370
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE - SPOKANE HOUSING VENTURES ANNEXATION		

Agenda Wording

An Ordinance annexing to the City of Spokane a 42-Acre area of land lying south of 53rd Avenue, west of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly

Summary (Background)

In February 2015, the City received a request to annex certain property located south of 53rd Avenue. Thereafter, by resolution 2015-0031, the City Council geographically modified the proposed annexation to include an approximately 42-acre area, referred to as the Spokane Housing Ventures Annexation Area. Thereafter, a sufficient petition for annexation was filed with the City signed by the owners of not less than 60 percent in value of the property within the annexation area. Resolution

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	PED 11/16/15 Study
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	htrautman@spokanecity.org	
Additional Approvals		jwright@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

referred to as the Spokane Housing Ventures Annexation. (This is a companion ordinance to Ordinance C35359, which amends the Comprehensive Plan Land Use Plan map to include the land use designations for the annexation area, and Ordinance C35360, which amends the Official zoning map to include the zoning designations for the annexation area.)

Summary (Background)

2016-0011, adopted by the City Council on February 8, 2016, set a Council hearing date of March 14, 2016 for the annexation. At the hearing, the City Council will also make decisions on the appropriate land use and zoning designations for the Spokane Housing Ventures Annexation Area.

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

Distribution List

Ordinance No. CC35370

AN ORDINANCE ANNEXING TO THE CITY OF SPOKANE A 42-ACRE AREA OF LAND LYING SOUTH OF 53rd Avenue, WEST OF REGAL STREET AND NORTH OF 55th AVENUE IN A PORTION OF THE NORTH 1/2 of SECTION 3, TOWNSHIP 24 NORTH, RANGE 43, E.W.M IN SPOKANE COUNTY, COMMONLY REFERRED TO AS THE SPOKANE HOUSING VENTURES ANNEXATION.

WHEREAS, by Notice of Intention to Commence Annexation Proceedings, dated February 12, 2015, the owners of not less than ten percent of the value of property within an area located south of 53rd Avenue and contiguous to the City, notified the City Council of their intention to commence annexation proceedings; and

WHEREAS, on or about April 20, 2015, the City Council met with said initiating owners and, pursuant to RCW 35.13.125, determined by resolution 2015-0031 that the City would geographically modify the proposed annexation to include an approximately 42 acre area and subject it to specified conditions; and

WHEREAS, thereafter a sufficient petition for annexation was filed with the City Council pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City of Spokane of an approximately 42-acre area contiguous to the City, known as the "Spokane Housing Ventures Annexation Area" (the "Petition"); and

WHEREAS, upon receipt of the Petition, the City Council adopted Resolution 2016-0011 setting a hearing on the Petition, and to consider whether to annex all or any portion of the property described in the Petition, and to consider ordinances amending the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include all or any portion of said property; and

WHEREAS, the City Council has determined that the proposed annexation of the Spokane Housing Ventures Annexation Area is consistent with the City's Comprehensive Plan and the annexation guidelines, as adopted therein by the City, and is a logical extension of the City's corporate limits, and that the property should therefore be annexed to the City under the authority of Chapter 35.13 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. The following described property, referred to herein as the Spokane Housing Ventures Annexation Area, is annexed to and made a part of the City of Spokane, Washington, as of the effective date of this Ordinance:

Approximately 42 acres of land legally described as follows:

Those portions of the North 1/2 of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

Section 2. Upon annexation, said property shall be assessed and taxed at the same rate and on the same basis as other property within the City is assessed and taxed to pay for any of the outstanding indebtedness of the City which indebtedness was approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

Section 3. The Comprehensive Plan and Unified Development Code of the City of Spokane shall be deemed to apply to the annexed property from the effective date of this Ordinance.

Section 4. The Clerk is directed to prepare certified copies of this Ordinance and cause the same, together with a list of annexed parcel numbers, to be delivered via certified mail to the following:

- a. Spokane County Board of Commissioners;
- b. Spokane County Treasurer;
- c. Spokane County Assessor
- d. Spokane County Fire Protection District No. 8;
- e. Spokane County Library District;
- f. State Office of Financial Management;
- g. State Department of Revenue; and
- h. As otherwise required by law.

Passed the City Council on _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix

List of Parcel Numbers included in Spokane Housing Ventures Annexation

PARCEL_NO	AS_OWNER
34032.0481	VAUGHNS 57TH AVENUE, LLC
34032.0405	MOODY BIBLE INS
34032.0446	VAUGHNS 57TH AVENUE, LLC
34032.0412	VAUGHNS 57TH AVENUE, LLC
34032.0433	MOODY BIBLE INS
34031.5201	DOUGLASS, LANCZE G
34032.0480	VAUGHNS 57TH AVENUE, LLC
34032.0447	VAUGHNS 57TH AVENUE, LLC
34031.0459	SOUTH HILL MINI STORAGE LLC
34032.0432	MOODY BIBLE INS
34032.0490	55TH AVENUE APTS LLC
34032.0492	PINE ROCK LLC
34032.0489	SUMMIT RIDGE LLC

EXHIBIT A
Property Description
June 23, 2015

55TH AVENUE ANNEXATION AREA

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

I hereby acknowledge that the above property description is based on the full and true legal description of the 55TH Avenue Annexation Area, and I do certify that such description generally characterizes the boundary of said area.


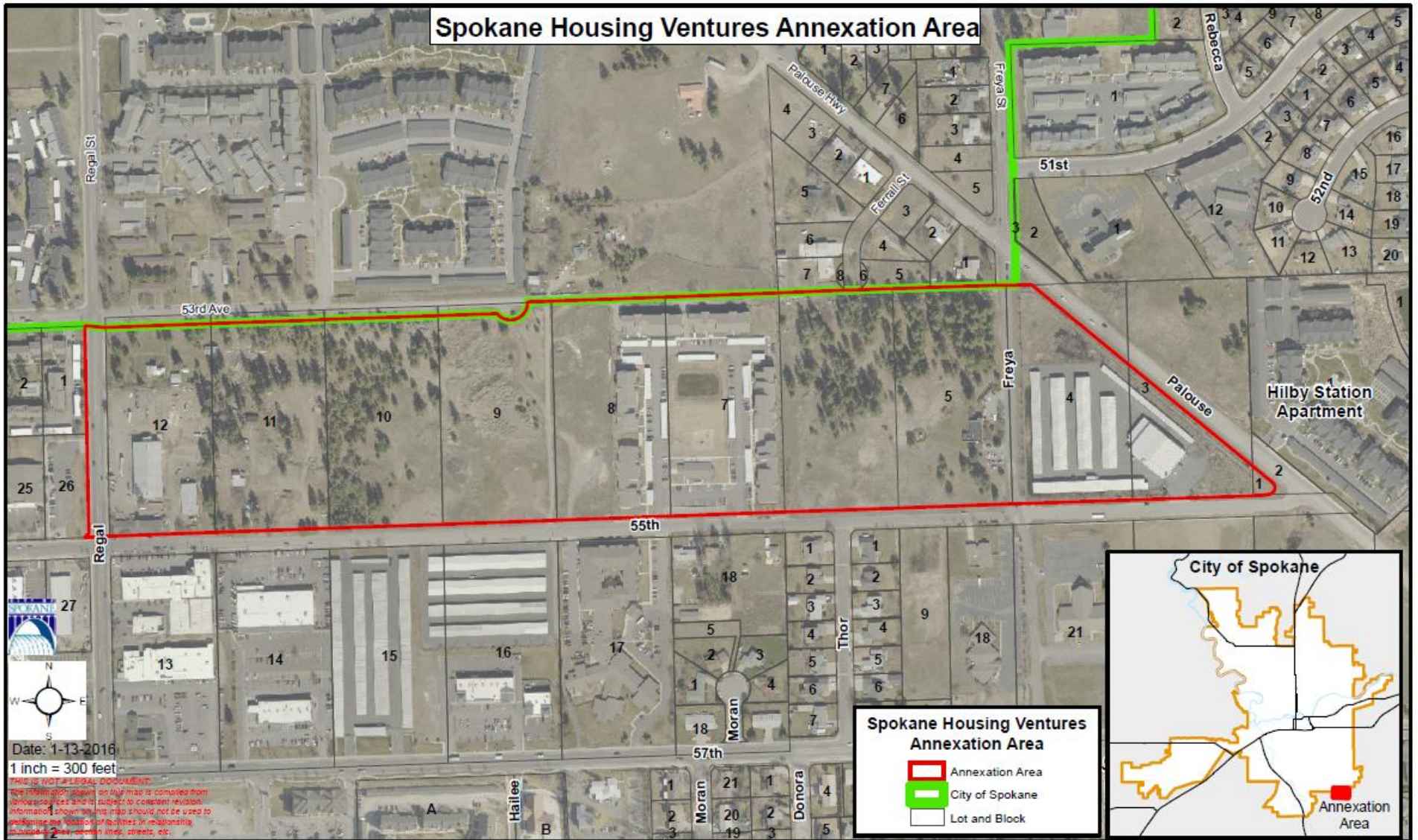

Eldon Brown, P.E.

EXHIBIT B

Map of Annexation Area
(Attached)

Spokane Housing Ventures Annexation Area





Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35371
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ANIMAL CRUELTY & THE UNNATURAL DISPLAY OF ANIMALS ORDINANCE		

Agenda Wording

An ordinance relating to animal welfare and the prevention of animal cruelty; amending section 10.23A.050 and enacting new section 10.03.140 of the Spokane Municipal Code.

Summary (Background)

This ordinance prevents the use or brandishing of bullhooks, , ankus, baseball bat, axe handle, elephant hook, pitchfork or other implement or tool designed to inflict pain for the purpose of training or controlling the behavior of an elephant. It also prohibits the display of animals in acts that engages the animal in unnatural behavior such as wrestling, mentally or physically harassed.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gclay@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		

<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C35371

An ordinance relating to animal welfare and the prevention of animal cruelty; amending section 10.23A.050 and enacting new section 10.03.140 of the Spokane Municipal Code.

WHEREAS, The City of Spokane possesses broad police power to regulate in areas of local concern; and

WHEREAS, Animal cruelty, the inhumane treatment of animals, and the mistreatment of animals is an area of public concern in the City of Spokane; and

WHEREAS, A “bullhook,” also known as an ankus, elephant goad, elephant hook, or guide, resembles a boat hook or fireplace poker, has a sharp steel hook and a spiked tip, it is used to prod, hook, strike, and hit elephants in sensitive areas of their skin in order to inflict pain during training, performing, and handling; and

WHEREAS, Bullhooks are often swung at elephants like baseball bats to induce substantial pain in an elephant and the hook is used to apply varying degrees of pressure to sensitive areas in order to coerce the elephant to avoid the source of pain; and

WHEREAS, The mere brandishing, displaying or exhibiting the bullhook is a constant reminder of the painful punishment that can be delivered at any time;

WHEREAS, The Association of Zoos and Aquariums avoids the use of bullhooks; and the Performing Animal Welfare Society, and world-renowned elephant experts, such as Dr. Joyce Poole and Dr. Cynthia Moss; as well as numerous wildlife veterinarians and conservationists oppose the use of bullhooks as methods of training or coercion of performing elephants; and

WHEREAS, the California State Senate recently passed a bill which would prohibit the use of bullhooks in the state of California, supplementing the ban on bullhooks put in place by the cities of Los Angeles, California and Oakland, California; and

WHEREAS, in March of 2015, Feld Entertainment, Inc. announced plans to remove Asian elephants from their traveling circus performances, and relocate those elephants to the Center for Elephant Conservation by 2018; and

WHEREAS, The City has a compelling and continuing interest in protecting animals within its City boundaries from cruel and inhumane treatment, including those animals which are used for display or entertainment on an itinerant basis, and in preventing animal abuse and mistreatment.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.23A.050 of the Spokane Municipal Code is amended to read as follows:

Section 10.23A.050 Special Regulations for Circuses, Carnivals, Concerts, and Dances

- A. An applicant for a permit under this section must make application at least thirty days prior to the date of the proposed event.
- B. The applicant must demonstrate that no principal, manager, or person having a proprietary interest in the event has a criminal history related to such person's fitness to conduct the event, including specifically crimes of moral turpitude.
- C. If the event requires any special physical facilities, the applicant must furnish specific plans with the application.
- D. The applicant must show the character, number, and location of all potable water and other drinking, food, toilet, lavatory, waste collection, and emergency medical facilities available and to be provided.
- E. The applicant must demonstrate the adequacy of the vehicle parking plan which provides one off-street parking space for every four persons expected to attend.
- F. The applicant must show plans for traffic and crowd control by commissioned City police officers at the ratio of one traffic-control officer and one crowd-control officer for every two hundred persons expected to attend.
- G. The applicant must state the procedure to be used to limit further attendance in the event attendance exceeds the capacity of the approved physical, sanitation, or law enforcement facilities.
- H. The applicant must certify at the time of application that it is and will remain in compliance with SMC 10.03.140 at all times covered by the permit granted under this section.
- I. Expiration and Transfer.
The permit under this section is issued to a particular sponsor for a single event. The permit expires upon conclusion of the event and is not transferable. Unless otherwise determined by the license officer, the licensee must have the physical facilities provided for a circus, carnival, concert, or dance in place and ready for inspection by all interested officials five days prior to the event. A license issued under this section is not subject to the requirements listed elsewhere in this chapter.
- J. Failure to adhere to the requirements stated in this section shall be grounds for revocation of the permit pursuant to SMC 10.23A.070 and Chapter 4.04, SMC.

Section 2. That new section 10.03.140 of the Spokane Municipal Code is enacted as follows:

Section 10.03.140 Prevention of animal cruelty

1. It shall be unlawful for any person, within the City of Spokane, to use a bullhook, ankus, baseball bat, axe handle, elephant hook, pitchfork or other implement or tool designed to inflict pain for the purpose of training or controlling the behavior of an elephant. Use prohibited by this section includes, without limitation, the brandishing, exhibiting or displaying of such devices in the presence of an elephant.
2. The display of animals in an act that engages the animal in unnatural behavior, an act in which the animal is wrestled, fought, mentally or physically harassed, or displayed in a manner that abuses the animal or causes the animal mental or physical stress is prohibited.
3. Violation of this section is a class 1 civil infraction.

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:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35372
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 PROVIDING FUNDING FOR THE ARTS IN SPOKANE

Agenda Wording

An ordinance providing funding for the arts in Spokane; amending chapter 08.03 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends SMC Chapter 08.03 provide 33% of the City admission tax revenue for operations of the Spokane Arts Commission to be used for operations (half) and for grants to arts organizations (half). The ordinance also makes small changes to the current chapter such as the replacement of "treasure" with "Chief Financial Officer or designee".

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 250,000	#	XXXX-XXXX-XXXX-XXXX
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	February 18 2016
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Laura Becker <laura@spokanearts.org>	
<u>For the Mayor</u>	SANDERS, THERESA	Tim Dunivant	
<u>Additional Approvals</u>		Karen Stratton	
<u>Purchasing</u>			

ORDINANCE NO. C35372

An ordinance providing funding for the arts in Spokane; amending chapter 08.03 of the Spokane Municipal Code.

WHEREAS, a thriving creative economy is vital to a city's ability to attract a skilled workforce, foster an atmosphere of innovation, and promote tourism and a livable city; and

WHEREAS, in Spokane County, 1,368 arts-related businesses employ 5,951 people – 2.7% of all employees in Spokane County; and

WHEREAS, the Spokane Arts Commission is well-positioned to foster local emerging artistic talent; and

WHEREAS, the City's tax on fees for admission to entertainment venues presents an important opportunity to help nurture Spokane's creative and artistic ecosystem, particularly emerging artists; and

WHEREAS, the City Council finds that it is important to the general welfare of the citizens and residents of the City to protect and preserve the opportunities for the arts to flourish in our city; and

WHEREAS, The City has a strong interest in enhancing, protecting, nurturing, and promoting our artists and their work.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.020 Admission Tax Exemption

A. The admission tax is not imposed:

1. when the admission charge, either for a single event or by prorating a season ticket or subscription price, is ten cents or less;
2. upon a person paying an admission charge to an activity of an elementary or secondary school where the school or school district is the sponsor;
3. where no admission charge or compensating payment is made;
4. upon a person paying an admission charge to an activity or performance of a nonprofit arts organization furnishing evidence of tax-exempt status under the Internal Revenue Code Section 501(c)(3), provided:

- a. this exemption applies only if the artistic performance or activity represents examples of the arts organization's primary purpose, whereas this exemption does not apply when the arts organization merely sponsors or promotes an attraction or professional engagement; and
 - b. the City (~~((taxes and licenses office))~~) receives a properly completed application, including proof of tax-exempt status, for this exemption at least fifteen days prior to the event, unless waived.
 - 5. upon a person paying an admission charge to an activity or performance of a nonprofit organization furnishing evidence of tax-exempt status under the Internal Revenue Code Section 501(c)(3), provided:
 - a. for each nonprofit organization this exemption applies only to the first twenty thousand dollars of gross ticket sales generated from its event within each calendar year; and
 - b. the City (~~((taxes and licenses office))~~) receives a properly completed application, including proof of tax-exempt status, for this exemption at least fifteen days prior to the event; and
 - c. the City (~~((taxes and licenses office))~~) receives a properly completed tax return within three business days or other time set by the office, following an event, showing proof of gross ticket sales and other information requested by the office.
 - 6. on a person paying an admission charge to an event:
 - a. at a facility with a maximum approved occupancy of less than two hundred persons; and
 - b. where the price of admission is ten dollars or less per person.
- B. This section is to be construed strictly against an exemption.

Section 2. That section 08.03.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.030 Definitions

- A. "Admission charge" is the amount which must be paid as a condition to being admitted to a place or an event. It includes:
- 1. a charge made for season tickets or subscriptions;
 - 2. a cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations;
 - 3. a charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided;

4. a charge made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is charged, the combined charges shall be considered as the admission charge;
5. automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.

The cost of other benefits included with admission may not be deducted from the admission charge unless admission is specifically allowed without payment for said benefits.

- B. “Arts Commission” means the City of Spokane Arts Commission, formed pursuant to Chapter 04.50 SMC.
- C. “Arts organization” as used in SMC 8.03.020(A)(4) means an organization whose principal function or purpose involves the promotion of the visual, literary or performing arts as defined in SMC 4.05.070 and who produces or sponsors the following kinds of events: Ballet and other dance, opera and other choral performances, concerts, plays and literary readings, and exhibitions of paintings, sculpture, photography, graphic or craft arts but not movies, circuses, ice or burlesque shows, sporting events or performances, shows, or exhibitions of any other type or nature.
- D. “Place” is any structure or enclosure, or portion thereof, used for amusement, entertainment or enrichment. The term includes a theater, dance hall, amphitheater, auditorium, stadium, athletic pavilion or field, baseball or other athletic park, golf course or driving range, circus side show, outdoor amusement park, merry-go-round, ferris wheel, roller coaster, observation tower and similar attraction, and galleries, museums exhibition halls and other clubs, rooms and halls.

Section 3. That section 08.03.040 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.040 Form of Admission Ticket

- A. A person may not sell or offer for sale an admission ticket or card which does not have the name of the place of the ticketed event and the total admission price, which shall include the admissions tax, conspicuously and indelibly printed, stamped or written on that part of the ticket which is to be taken up by the management of the place at the time of admission.
- B. All tickets sold must be consecutively numbered or reflect house seat locations to allow the City (~~((taxes and licenses office))~~) to verify the number of tickets sold.

Section 4. That section 08.03.050 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.050 Collection of Tax

Every person receiving payment for admission is required to collect the amount of the admissions tax from the person making the admission payment and at the time the admission charge is paid. In addition, owners of the facility, lessees of said facility, licensees of said facility, or other persons responsible for presenting an event subject to admissions tax where the event was held are each responsible to notify the City ~~((department of taxes and licenses))~~ of contact information including name, address and telephone for the party receiving payment for admission and holding said funds. Such information shall be provided no later than five business days before the event, not counting the date of the event, so that the ~~((department))~~ City has a reasonable opportunity to seek collection of said monies. In the event said listed parties fail to provide such required information, they shall be jointly and severally responsible for collection and payment of the admissions tax.

Section 5. That section 08.03.060 of the Spokane Municipal Code is amended to read as follows

Section 08.03.060 Remittance of Tax

- A. The tax collected under SMC 8.03.050 is held in trust until paid to the City ~~((treasurer))~~. Should a person required to collect the admissions tax fail either to collect or remit the tax, the City shall have a similar claim for the amount of the tax, plus interest and penalties as provided in this chapter, against the proceeds of admissions charges received by such person. If the ~~((treasurer))~~ City determines the proceeds have been distributed or are otherwise unavailable, and/or that required contact information was not timely supplied, the ~~((treasurer))~~ City seeks recovery of all sums owing from any person responsible for collection or remittance.
- B. Unless in a particular case the ~~((treasurer))~~ City directs or authorizes a different procedure, each person required to collect the admissions tax must file a tax return accompanied by remittance of the tax due as required by the ~~((treasurer))~~ City. In absence of other arrangements, the full tax and return is due no later than two business days following an event. The ~~((treasurer))~~ City may extend this period in writing up to an additional ten days. In addition, for administrative convenience, in the case of regularly scheduled events or for other reasons, the ~~((treasurer))~~ City may permit filing of a tax return and remittance bimonthly, by the fifteenth day of the month next following the end of each bimonthly reporting period, but that is subject to revocation and any other conditions the ~~((treasurer))~~ City may require to assure the security of payment. The City's Chief Financial

Officer or designee (~~((treasurer))~~) prescribes the form and content of the tax returns.

- C. Not by way of limiting the (~~((treasurer's))~~) Chief Financial Officer's discretion to regulate the remittance of the tax under this chapter, the (~~((treasurer))~~) Chief Financial Officer or designee is specifically authorized to require verified tax returns, annually or other prescribed intervals.
- D. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the (~~((treasurer))~~) Chief Financial Officer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the (~~((city))~~) City unless the check is honored and is in the full and correct amount.
- E. The (~~((treasurer))~~) Chief Financial Officer or designee may, after notice to the person collecting the tax, require the placement of taxes collected in a trust account at an approved local depository bank. The taxes collected shall be held in said trust account until payment to the City. The (~~((treasurer))~~) Chief Financial Officer shall have such authority when said officer deems a trust account is necessary to insure payment of the taxes collected to the City.

Section 6. That section 08.03.070 of the Spokane Municipal Code is amended to read as follows

Section 08.03.070 Books and Records

Every person required to collect the admissions tax is required to keep and make available at all reasonable times for inspection and audit by the City (~~((treasurer))~~) all books, records, and accounts pertinent to the tax for a period of two years.

Section 7. That section 08.03.080 of the Spokane Municipal Code is amended to read as follows

Section 08.03.080 Termination of Collector's Business

Whenever a person required to collect the tax under this chapter quits or otherwise disposes of the business, any tax collected becomes immediately payable to the City (~~((treasurer))~~). If such tax is not remitted within ten days after a sale or other disposal of the business, the purchaser or successor becomes liable to the City for such tax.

Section 7. That section 08.03.090 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.090 Procedure upon Failure to File Return

Should a person fail to file a required admissions tax return, the ~~((treasurer))~~ City makes a determination of the amount of tax due from such person based on whatever information is available and notifies such person by mail of the amount of tax so determined, along with interest and penalties, and directs such person to remit such amount within ten days.

Section 8. That section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 Rules and Regulations

The City ~~((treasurer))~~ Chief Financial Officer or designee may adopt and promulgate rules ~~((and regulations for administration))~~ to implement and ((enforcement)) enforce ~~((of))~~ this chapter, ~~((subject to the approval of the city council,))~~ which rules shall not be in conflict with this chapter; provided, however, that any rules enacted in accordance with this section shall not become effective until the close of a two-week public comment period. ((and shall place on file a)) A copy of such proposed and final rules ((and regulations)) shall be placed on file for public examination in the City ((treasurer's)) Chief Financial Officer's office and on the City's website.

Section 9. That new section 08.03.122 of the Spokane Municipal Code is enacted to read as follows:

Section 08.03.122 Use of Tax Proceeds

- A. Beginning with fiscal year 2017, and at the beginning of each fiscal year thereafter, thirty-three percent (33%) of the proceeds from collection of the admissions tax in the City of Spokane (referred to in this section as the "City contribution") shall be disbursed to the Arts Commission on the following terms and conditions:
1. One-half (50%) of the City contribution is to be budgeted by the Arts Commission for operational, administrative, and programmatic needs.
 2. One-half (50%) of the City contribution is to be disbursed by the Arts Commission each year in the form of grants, the process for which and recipients of which are to be determined by the Arts Commission in consultation with the Spokane Arts Fund.

- B. Beginning in 2017, the Arts Commission shall annually report to the City Council, in the third quarter of each year, concerning the Arts Commission's use of the City contribution it received in the prior year.

Section 10. That section 08.03.125 of the Spokane Municipal Code is amended to read as follows

Section 08.03.125 Applications and Returns Confidential

- A. The applications and returns made to the City (~~((treasurer))~~) pursuant to this chapter or any audit or investigation made by the City (~~((treasurer))~~) or (~~((his))~~) its agents may not be made public, nor are they subject to the inspection of any person except as herein provided. This section does not prohibit the City or its agents from:
1. giving such facts or information in evidence in any court action involving the tax imposed hereunder or involving a violation of this chapter;
 2. giving such facts and information to the person paying the tax or (~~((his))~~) the person's duly authorized agent;
 3. publishing statistics so classified as to prevent the identification of particular returns and reports of items thereof; or
 4. permitting its records to be audited and examined by the proper state officer, (~~((his))~~) officer's agents and employees.
- B. The City consents to the inspection of such records as necessary by the (~~((state-department of revenue))~~) Washington State Department of Revenue.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

February 9, 2016

Mayor

Date

Effective Date

BRIEFING PAPER
Study Session
Spokane City Council
February 18, 2016

Subject

Dedicated funding for Spokane Arts and other community arts organizations via Admissions Tax

Background

Since the elimination of the Spokane City Arts Department in 2012, Spokane Arts has been instrumental in increasing awareness, access and helping collaboratively to further develop arts and culture in Spokane through programs such as the Poet Laureate program, Signal Box Design, and Downtown Murals.

Spokane Arts currently lacks stable funding for operations, and the ability to grant funds to other organizations in our community is practically non-existent.

Arts organizations traditionally have fewer opportunities to seek grants than other traditional non-profits. Spokane continues to see growth in our Creative Vitality Index but we still behind the national average. 7,000 people are employed in the creative class in Spokane, however, this is only 78% of the national average.

The development and access to arts and culture is one of many strategies to promote economic development and opportunity in Spokane. Thriving arts and culture is critical to keeping our college students here after graduation.

Impact

This ordinance amends Chapter 8.03 related to the City's Admission Tax. This ordinance would fund Spokane Arts with 33% of the revenue currently generated by this tax. The allocation of these funds are to be used by Spokane Arts for two primary purposes:

- One-half of the revenue shall be used for Spokane Arts operations.
- One-half of the revenue shall be used to provide grants to community arts organizations and projects.

Action

Recommend approval.

Funding

\$250,000 a year (less \$80,000 dedicated now) = an increase of \$170,000 annually.