

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, JULY 11, 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. Lowest responsive bid meeting specifications of Specialty Pump Services (Spokane, WA) for the purchase of one 900 HP vertical line shaft pump—\$434,814.97 (incl. tax).
Dan Kegley | Approve | OPR 2016-0556
BID 4269-16 |
| 2. Lowest responsive bid of Olympic Foundry, Inc. (Seattle, WA) for the purchase of Sewer Manhole Rings & Covers for the Wastewater Maintenance Department—\$66,421.14.
Dan Kegley | Approve | OPR 2016-0557
BID 4268-16 |
| 3. Low bid of Oxarc Inc. (Spokane, WA) for annual supply of Liquid Chlorine in 150# and one ton cylinders, estimated annual expenditure—\$52,000 (incl. tax).
Dan Kegley | Approve | OPR 2016-0558
BID 4260-16 |
| 4. Low bids of: | Approve | |
| a. Contractors Northwest, Inc. (Coeur d'Alene, ID) for Central Avenue Well #1 Rehabilitation—\$866,855 (plus tax). An administrative reserve of \$86,685.50 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (North Hill Neighborhood)
Dan Buller | All & Auth.
Contracts | PRO 2016-0028
ENG 2014044 |

- b. Bacon Concrete, Inc. (Spokane, WA) for Main Avenue Restriping and Streetscape Improvements—\$111,408.25. An administrative reserve of \$11,140.83, which is 10% of the contract price, will be set aside. (Riverside Neighborhood)
Brandon Blankenagel
5. Supplemental Agreement #3 with Historical Research Associates, Inc. (Missoula, MT) to add funding for additional projects—\$75,000. Total Contract Amount: \$325,000.
Dan Buller
6. Recommendation to list the Burr House, 628 East 22nd Avenue, on the Spokane Register of Historic places.
Megan Duvall
7. Amendment to the Special Counsel Contract with Kutak Rock LLP (Spokane, WA) in regards to the Frank Straub v City of Spokane matter—increase of \$101,300. Total Contract Maximum: \$150,000.
Tim Dunivant
8. Interlocal Agreement with the Airway Heights Fire Department for use of the City Opticom Traffic Signal Preemption System for Emergency Vehicles.
Bobby Williams
9. Contract with OAC Services (Spokane, WA) for GC/CM Project Management Services for CSO Control Facility 24 at 1st Avenue and Adams Street—\$179,038. (Riverside Neighborhood)
Kyle Twohig
10. Report of the Mayor of pending:
- 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: \$_____.
11. City Council Meeting Minutes: June 20, 2016 and June 23, 2016.

PRO 2016-0029
ENG 2015160

Approve OPR 2013-0760
ENG 2007036

Approve OPR 2016-0559

Approve OPR 2016-0188

Approve OPR 2016-0560

Approve OPR 2016-0561
ENG 2010087

Approve & Authorize Payments CPR 2016-0002

CPR 2016-0003

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0060 Setting hearing before City Council for August 8, 2016 for the vacation of Myrtle Street, between Sprague Avenue and the railroad right-of-way as requested by Pardun Properties, LLC. (East Central Neighborhood)
Eldon Brown
- ORD C35401 Granting a municipal franchise for the collection of solid waste to Waste Management, for that area generally known as the Spokane Housing Ventures Annexation Area. (First Reading held June 6, 2016)
Scott Windsor

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 11, 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 July 11, 2016, Regular Legislative Session of the City Council is adjourned to July 18, 2016.

NOTES



Agenda Sheet for City Council Meeting of: 07/11/2016

Date Rec'd	6/28/2016
Clerk's File #	OPR 2016-0556
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4269-16
Requisition #	RE# 18005

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7821
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT PURCHASE OF CENTRAL WELL STATION PUMP

Agenda Wording

Lowest responsive bid meeting specifications of Specialty Pump Services (Spokane, WA) for the purchase of one (1) 900 HP vertical line shaft pump - \$434,814.97 incl tax

Summary (Background)

On June 13, 2016 sealed bids were opened to provide the City of Spokane Water Department with a 900 HP Vertical Line Shaft Pump for the Central Well Station. Five (5) bids were received and Specialty Pump was the lowest responsive bidder. Two (2) responses received were lower in price but both vendors took many exceptions to the specifications making them non-responsive. This pump will provide for increased operating efficiency in the Central Well #1 Pump Station Rehabilitation.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 434,814.97	#	4250-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PWC 6/27/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	WHITNEY, TYLER	SJOHNSON	
<u>Additional Approvals</u>		ACLINCE	
<u>Purchasing</u>	PRINCE, THEA	TAXES & LICENSES	

BRIEFING PAPER
Public Works Committee
Water Department
June 27, 2016

Subject

Purchase of one (1) 900 HP vertical line shaft pump from Specialty Pump Services, Inc of Spokane, WA for the Central Well #1 Pump Station Rehabilitation, Project # 2014044 for \$434,814.97 (including tax).

Background

Bids were requested through the Purchasing Department for provision of this pump (Bid #4269-16 Central Well Station Pump). Five (5) bids were received and opened on June 13, 2016. Upon review of the bids received, the lowest responsive bid was from Specialty Pump Services of Spokane, WA.

Impact

This purchase will provide for increased operating efficiency in the Central Well #1 Pump Station Rehabilitation.

Action

Recommend approval.

Funding

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

BID #4269-16 CENTRAL WELL STATION PUMP			SPECIALTY PUMP SERVICE INC 4712 S THOR SPOKANE WA 99223 Jim Socci jsocci@comcast.net (509) 534-3382		PUMPTECHNC. 209 S HAMILTON RD MOSES LAKE WA 98837 Ed Smith esmith@pumptechnw.com (509) 766-6330		WEIRFLOWAY OPUMPS 2494 S RAILROAD AVE FRESNO CA 93706 Richard Plitt richard.plitt@mail.weir (559) 348-7553	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	1	One (1) Vertical Turbine Pump, Type: Deep Well (Lineshaft)	\$ 394,310.00	\$ 394,310.00	\$ 534,961.00	\$ 534,961.00	\$ 387,778.00	\$ 387,778.00
	1	Spare parts: Packing & packing puller, one (1) set	\$ -	\$ -	\$ 309.00	\$ 309.00	\$ 171.00	\$ 171.00
SALES TAX		8.70%		\$ 34,304.97		\$ 46,568.49		\$ 33,751.57
	1	Supervise Installation, equipment inspection, field testing and adjustments, Reporting (total three (3) days	\$ 5,300.00	\$ 5,300.00	\$ 900.00	\$ 900.00		\$ 7,200.00
	1	Training Services, (Total 1/2 days on-site)	\$ 900.00	\$ 900.00	\$ 150.00	\$ 150.00		\$ -
GRAND TOTAL				\$ 434,814.97		\$ 582,888.49		\$ 428,900.57
EXCEPTIONS						6.0 Motors - See document attached to Bid Response by NIDEC 11.0 A (6) N/A 11.0 A (9) N/A 11.0 A (11),(12),(13),(B) to be		See Bid Document for all of the exceptions. Vendor made changes to bid document on Paragraph 6 Warranties on Page 21. Vendor also made changes to Paragraph 9 Save Harmless on page 21. Vendor May need to run changes made to Bid document through legal - that may make vendor nonresponsive.
DELIVERY			140 DAYS FROM		196 DAYS FROM		Since specs require submittals for approval - see Bid	
CREDIT CARD				NO	NO		NO	
ADDITIONAL PURCHASES				YES		NO		YES



Agenda Sheet for City Council Meeting of:
07/11/2016

<u>Date Rec'd</u>	6/28/2016
<u>Clerk's File #</u>	OPR 2016-0557
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4268-16
<u>Requisition #</u>	18006

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7900
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4310 - PURCHASE OF SEWER MANHOLE RINGS & COVERS

Agenda Wording

Purchase of Sewer Manhole Rings & Covers from Olympic Foundry, Inc. (Seattle, WA) as per Bid#4268-16. This order is for the Wastewater Maintenance Department and has an expenditure of \$66,421.14.

Summary (Background)

On Monday, June 6, 2016 sealed bids were opened to provide the City of Spokane Wastewater Maintenance Department with an annual volume of Manhole Rings and Covers. Three (3) responses were received. Olympic Foundry, Inc. was determined to be the low, responsive bidder and was therefore selected for award. Since these products have a long lead time, but are vital to the safety and functionality of the City's wastewater system, a volume order maximizes savings and minimizes shortages.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 66,421.14	#	4310-43100-35145-54850-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PWC - 6/27/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	WHITNEY, TYLER	Tax & Licenses	
<u>Additional Approvals</u>		sjohnson@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	gkaesemeyer@spokanecity.org	
		mlowdon@spokanecity.org	
		cwahl@spokanecity.org	

BID TABULATION

BID NUMBER: 4268-16
BID TITLE: Manhole Rings and Covers
DUE DATE: June 6, 2016



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

BIDS RECEIVED FROM:	D&L SUPPLY MOSES LAKE, WA		OLYMPIC FOUNDRY, INC. SEATTLE, WA		WILBERT PRECAST, INC. SPOKANE, WA	
QUANTITY AND DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
50 EA Manhole Frame and Cover - Sewer Non-Lockdown, Standard Plan #B-112, Outside Lettering "SEWER", as per Bid Specifications	250.00	12,500.00	190.00	9,500.00	217.80	10,890.00
50 EA Manhole Frame and Cover - Sewer Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "SEWER", as per Bid Specifications	280.00	14,000.00	208.00	10,400.00	250.80	12,540.00
50 EA Manhole Frame and Cover - Storm Non-Lockdown, Standard Plan #B-112, Outside Lettering "STORM", as per Bid Specifications	250.00	12,500.00	190.00	9,500.00	217.80	10,890.00
50 EA Manhole Frame and Cover - Storm Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "STORM", as per Bid Specifications	280.00	14,000.00	208.00	10,400.00	250.80	12,540.00
50 EA Catch Basin Frame and Grate Round, Standard Plan #B-113, as per Bid Specifications	280.00	14,000.00	186.00	9,300.00	217.80	10,890.00
50 EA Catch Basin Type 1 Frame and Grate with Grate Guards and Vaned Grates, Standard Plan #B-3A and Plan #B-2C, as per Bid Specifications	285.00	14,250.00	240.10	12,005.00	245.30	12,265.00
SUBTOTAL:		\$81,250.00		\$61,105.00		\$70,015.00
SALES TAX:		\$7,068.75		\$5,316.14		\$6,091.31
TOTAL BID:		\$88,318.75		\$66,421.14		\$76,106.31

DELIVERY TIME:	Partial 14 days Complete 21 days	Partial 21-30 days Complete 50 days	Partial 2-3 days Complete 14-21 days

The Request for bid was e-mailed to 32 companies and plan holders, with 3 bid responses received.

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

BRIEFING PAPER
Public Works Committee
Wastewater Maintenance Department
June 27, 2016

Subject

Purchase of Sewer Manhole Rings and Covers from Olympic Foundry, Inc. (Seattle, WA) as per BID#4268-16. This order is for the Wastewater Maintenance Department and has an estimated expenditure of \$66,421.14.

Background

On Monday, June 6, 2016 sealed bids were opened to provide the City of Spokane Wastewater Maintenance Department with an annual volume of Manhole Rings and Covers. Three (3) responses were received. Olympic Foundry, Inc. was determined to be the low, responsive bidder and was therefore selected for award.

Impact

Since these products have a long lead time, but are vital to the safety and functionality of the City's wastewater system, a volume order maximizes savings and minimizes shortages.

Action

Recommend approval.

Funding

All funding for this purchase will be from Wastewater Maintenance Department Funds.



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/29/2016
Clerk's File #	OPR 2016-0558
Renews #	
Cross Ref #	
Project #	
Bid #	BID #4260-16
Requisition #	VALUE BLANKET

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7821
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT PURCHASE OF LIQUID CHLORINE

Agenda Wording

Low bid meeting specifications of Oxarc Inc. (Spokane, Wa) for an annual supply of Liquid Chlorine in 150# and one ton cylinders - \$52,000.00 estimated annual expenditure including tax

Summary (Background)

Sealed bids were opened to provide the City of Spokane Water Department with an annual supply of Liquid Chlorine in 150# and 1 Ton Cylinders on an "as needed" basis. One response was received and Oxarc Inc. is the lowest responsive bidder.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 52,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 6/13/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	WHITNEY, TYLER	LROFF	
<u>Additional Approvals</u>		ACLINCE	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Water Department
June 13, 2016

Subject

Value Blanket Order for purchase of liquid chlorine, 150# and one ton cylinders from Oxarc, Inc. (Spokane, WA) as per BID#4260-16. This Value Blanket Order is for the Water Department and has an estimated expenditure of \$51,915.12.

Background

On Monday, May 23, 2016 sealed bids were opened to provide the City of Spokane Water Department with an annual supply of liquid chlorine in tanks of 1 ton/150 lbs. to be purchased as needed throughout the year. One (1) response was received from Oxarc, Inc. This Value Blanket Order will be good for a one-year period and may be renewed for two (2) additional one-year periods at mutual agreement.

Impact

This Value Blanket Order for liquid chlorine will support continued water disinfection.

Action

Recommend approval.

Funding

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



Agenda Sheet for City Council Meeting of: 07/11/2016

Date Rec'd	6/20/2016
Clerk's File #	PRO 2016-0028
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014044
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16988
Agenda Item Name	0370 - LOW BID AWARD - CONTRACTORS NORTHWEST, INC.		

Agenda Wording

Low Bid of Contractors Northwest, Inc. (Coeur d'Alene, ID) for Central Avenue Well #1 Rehabilitation - \$866,855.00 plus tax. An administrative reserve of \$86,685.50 plus tax, which is 10% of the contract price plus tax, will be set aside. (North Hill

Summary (Background)

On June 20, 2016 bids were opened for the above project. The low bid was from Contractors Northwest, Inc. in the amount of \$866,855.00 which is \$133,676.00 or 13.36% under the Engineer's Estimate; one other bid was received as follows: TML Construction, Inc. - \$1,033,127.00.

Fiscal Impact		Budget Account	
Expense	\$ 1,036,498.53	#	4340-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 5/23/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	jlargent@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	
		kgoodman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
May 23, 2016

Subject:

Central Avenue Well #1 Upgrade (2014044)

Background:

This project replaces the existing 55 year old submersible motor, pumps and below ground vault with an above ground building and vertical turbine line shaft pumps. Vertical turbine line shaft pumps have above ground motors which are easier and less expensive to maintain and last longer than submersible motors. An above ground building in which to do maintenance is both safer and cleaner than the existing below ground vault which are now discouraged by the Washington State Department of Health.

Please refer to attached exhibits.

Impact:

This project is in a residential neighborhood. Because the building is relatively tall due to the height of the above ground pump motors, an architect was employed to ensure that the proposed building fit within its context.

As part of the public outreach effort, neighbors were given the opportunity to review the architectural drawings and were, without exception, pleased with what they saw.

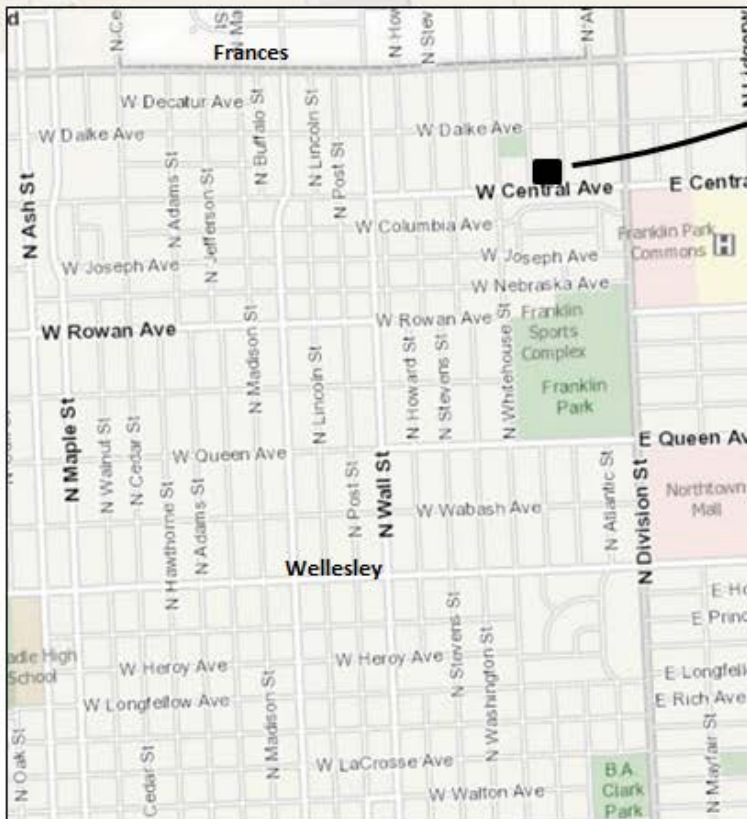
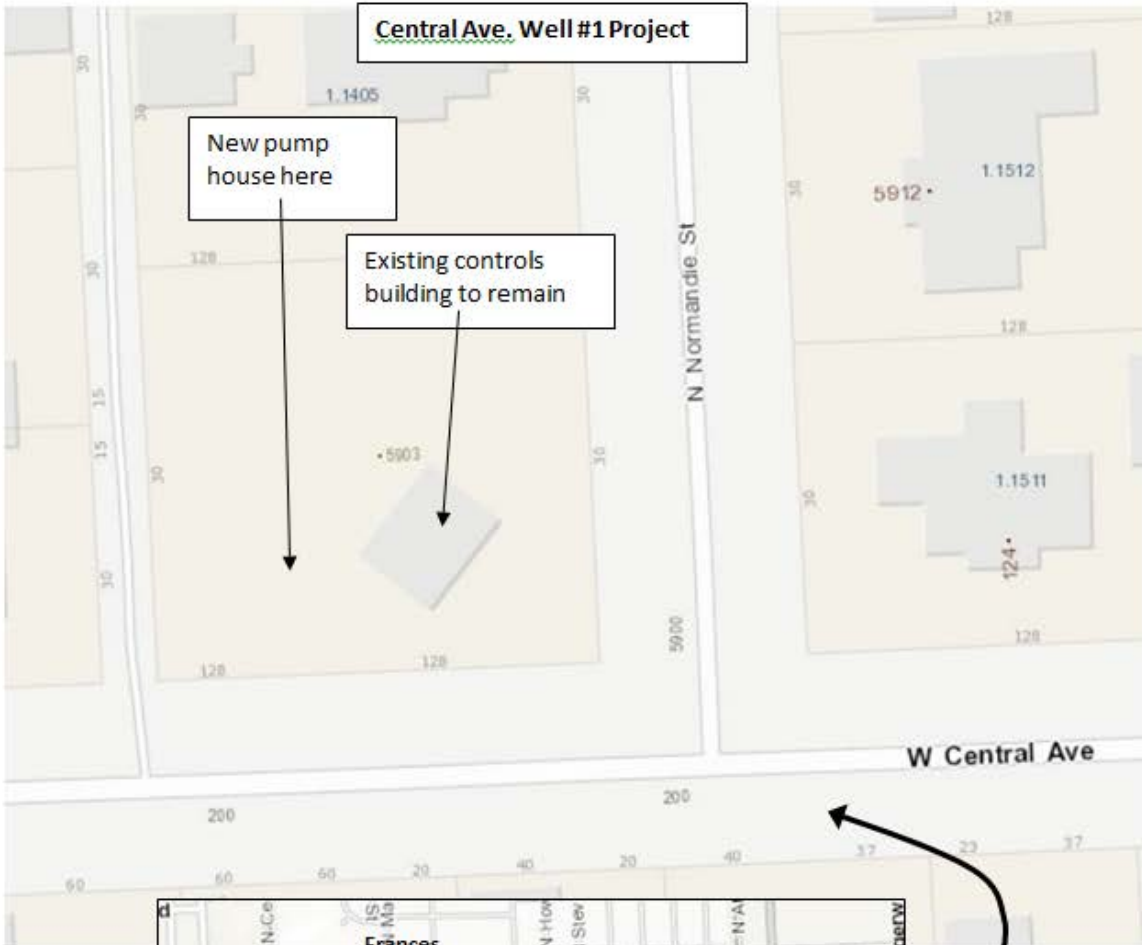
Construction is proposed to begin on the project in late August and will be complete either late this fall or next spring.

Action:

The engineer's estimate is \$1,000,000.00. We expect to forward a recommendation to award to Council in mid-June.

Funding:

This project is paid with Water Department funds.





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

Project Number: 2014044

Project Description Central Avenue Well #1 Rehabilitation

Original Date 4/28/2016 10:53:12 AM

Funding Source Local

Update Date 6/20/2016 1:29:23 PM

Preparer Kimberly Richards

Addendum

Project Number: 2014044			Engineer's Estimate		Contractors Northwest Inc		TML Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

101	RECORD DRAWINGS	1 LS	*****	6,889.00	*****	5,000.00	*****	5,000.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	905.00	*****	1,000.00	*****	750.00	*****	0.00
104	POTHOLING	3 EA	368.00	1,104.00	500.00	1,500.00	800.00	2,400.00	0.00	0.00
105	MOBILIZATION	1 LS	*****	46,722.00	*****	75,000.00	*****	90,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	5,100.00	*****	8,000.00	*****	0.00
107	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	5,000.00	*****	3,000.00	*****	0.00
108	WELL FACILITY DEMOLITION	1 LS	*****	50,000.00	*****	170,000.00	*****	100,000.00	*****	0.00
109	LEAD BASE PAINT ADDITIONAL WORK	1 LS	*****	10,000.00	*****	2,000.00	*****	3,500.00	*****	0.00
110	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,915.00	*****	2,000.00	*****	700.00	*****	0.00
111	REMOVE EXISTING CURB	20 LF	7.00	140.00	50.00	1,000.00	27.00	540.00	0.00	0.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	126 SY	13.00	1,638.00	12.00	1,512.00	20.00	2,520.00	0.00	0.00
113	SAWCUTTING CURB	1 EA	33.00	33.00	500.00	500.00	125.00	125.00	0.00	0.00
114	SAWCUTTING RIGID PAVEMENT	24 LFI	2.00	48.00	3.00	72.00	4.00	96.00	0.00	0.00

<i>Project Number:</i> 2014044			<i>Engineer's Estimate</i>		Contractors Northwest Inc		TML Construction Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall NOT be included in unit prices					
115	SAWCUTTING FLEXIBLE PAVEMENT	280 LFI	1.00	280.00	1.00	280.00	2.00	560.00	0.00	0.00
116	EXCAVATION AND SITE GRADING	1 LS	*****	2,500.00	*****	77,000.00	*****	14,000.00	*****	0.00
117	CSTC FOR SIDEWALK AND DRIVEWAYS	1.5 CY	66.00	99.00	500.00	750.00	300.00	450.00	0.00	0.00
118	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	144 SY	57.00	8,208.00	65.00	9,360.00	72.00	10,368.00	0.00	0.00
119	PAVEMENT REPAIR EXCAVATION INCL. HAUL	144 SY	26.00	3,744.00	30.00	4,320.00	43.00	6,192.00	0.00	0.00
120	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	400.00	1,200.00	300.00	900.00	250.00	750.00	0.00	0.00
121	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	19.00	190.00	50.00	500.00	90.00	900.00	0.00	0.00
122	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	22.00	220.00	50.00	500.00	100.00	1,000.00	0.00	0.00
123	TRENCH SAFETY SYSTEM	1 LS	*****	3,634.00	*****	2,500.00	*****	6,000.00	*****	0.00
124	PLUGGING EXISTING PIPE	2 EA	269.00	538.00	125.00	250.00	350.00	700.00	0.00	0.00
125	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	3,898.00	*****	2,500.00	*****	1,000.00	*****	0.00
126	SITE PIPING	1 LS	*****	76,200.00	*****	86,902.00	*****	186,000.00	*****	0.00
127	ESC LEAD	1 LS	*****	1,816.00	*****	5,000.00	*****	2,200.00	*****	0.00
128	INLET PROTECTION	3 EA	91.00	273.00	100.00	300.00	150.00	450.00	0.00	0.00
129	SILT FENCE	300 LF	25.00	7,500.00	5.00	1,500.00	3.25	975.00	0.00	0.00
130	LANDSCAPING	1 LS	*****	12,000.00	*****	8,000.00	*****	9,200.00	*****	0.00
131	IRRIGATION SYSTEM	1 LS	*****	7,500.00	*****	10,000.00	*****	13,000.00	*****	0.00
132	CEMENT CONCRETE CURB	45 LF	23.00	1,035.00	200.00	9,000.00	50.00	2,250.00	0.00	0.00
133	CEMENT CONCRETE SIDEWALK	5 SY	49.00	245.00	1,000.00	5,000.00	300.00	1,500.00	0.00	0.00

<i>Project Number:</i> 2014044			<i>Engineer's Estimate</i>		Contractors Northwest Inc		TML Construction Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

Sales tax shall NOT be included in unit prices

134	WELL BUILDING	1 LS	*****	118,000.00	*****	124,500.00	*****	290,000.00	*****	0.00
135	BUILDING PIPING AND PLUMBING	1 LS	*****	110,000.00	*****	151,000.00	*****	136,000.00	*****	0.00
136	HVAC	1 LS	*****	35,000.00	*****	57,108.00	*****	75,000.00	*****	0.00
137	ELECTRICAL (GENERAL)	1 LS	*****	462,056.00	*****	40,000.00	*****	58,000.00	*****	0.00
<i>Schedule Totals</i>				1,000,531.00		866,855.00		1,033,127.00		0.00

Project Number *2014044* *Central Avenue Well #1 Rehabilitation*

	<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>	1,000,531.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,531.00
Contractors Northwest I	866,855.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	866,855.00
TML Construction Inc	1,033,127.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,033,127.00

Low Bid Contractor: Contractors Northwest Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	<u>\$942,271.38</u>	<u>\$1,087,577.20</u>	<u>13.36</u>	% Under Estimate
<i>Bid Totals</i>	\$942,271.38	\$1,087,577.20	13.36	% Under Estimate



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/27/2016
Clerk's File #	PRO 2016-0029
Renews #	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	BRANDON 625-6419	Project #	2015160
Contact E-Mail	BBLANKENAGEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - BACON CONCRETE, INC.		

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Spokane, WA) for Main Avenue Restriping and Streetscape Improvements - \$111,408.25. An administrative reserve of \$11,140.83, which is 10% of the contract price, will be set aside. (Riverside Neighborhood Council)

Summary (Background)

On June 27, 2016 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$111,408.25, which is \$4,011.75 or 3.48% under the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly, LLC - \$113,818.00 and Red Diamond Construction, Inc. - \$114,736.00. Main Avenue will be retrofitted between Bernard Street and Pine Street by converting center lanes to angled parking between Brown Street and Division Street. Creating Back-in angled

Fiscal Impact		Budget Account	
Expense	\$ 122,549.08	#	3200 49129 95300 56501 86010
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 6/13/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	bblankenagel@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

parking along the north curb line from Bernard Street to Brown Street. Creating forward-angled parking along the north curb line from Division Street to Pine Street. The project increases parking by an additional 21 automobile and eight motorcycle spaces over these three blocks. The amount of on street automobile parking between Browne Street and Division Street will be double what exists after the Main Avenue and Division Street intersection improvements are complete.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
June 13, 2016

Subject:

Main Avenue Streetscape Pilot Project – Bernard St. to Pine St. Pilot Project (2015160)
<https://my.spokanecity.org/projects/main-avenue-streetscape-pilot-project/>

Background:

Main Avenue will be retrofitted between Bernard and Pine Street by:

- Converting center lanes to angled parking between Browne Street and Division Street,
- Creating back-in angled parking along the north curb line from Bernard Street and Browne Street
- Creating forward-angled parking along the north curb line from Division Street to Pine Street.

An entry island with planters will be installed at Browne Street, and a mid-block pedestrian crossing with planters and seating will be installed in the middle of the street between Browne and Division Streets. Adjacent property owners will maintain the planters and plantings.

The resultant project increases parking by an additional 21 automobile and 8 motor cycle spaces over these three blocks. The amount of on street automobile parking between Browne and Division will be double what exists after the Main and Division intersection improvements are complete.

Impact:

Construction will begin late summer of 2016, and should be completed by fall of 2016.

Action:

The engineer's estimate is \$115,420. A separate contract will cover landscaping construction and installation, estimated at \$40,000. Total project cost with administrative reserve is expected to be roughly \$171,000. We expect to forward a recommendation to award to Council in early July.

Funding:

The project is funded through a Council allocation of the 2nd half of 2014 Utilities payment for shared use of ROW, the arterial street fund, parking revenue and private contributions.



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

Project Number: 2015160

Project Description Main Avenue Restriping & Streetscape Improvements
Funding Source Local

Original Date 5/18/2016 12:35:08 PM

Update Date 6/27/2016 1:41:33 PM

Preparer Inga Note

Addendum

Project Number: 2015160			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly		Red Diamond Construction Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	800.00	*****	500.00	*****	800.00
103	MOBILIZATION	1 LS	*****	10,000.00	*****	10,000.00	*****	12,984.00	*****	22,000.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	17,480.00	*****	22,000.00	*****	18,687.00	*****	23,000.00
105	SEQUENTIAL ARROW SIGN	360 HR	8.00	2,880.00	4.00	1,440.00	4.00	1,440.00	4.00	1,440.00
106	TYPE III BARRICADE	10 EA	100.00	1,000.00	64.00	640.00	125.00	1,250.00	50.00	500.00
107	REMOVE EXISTING CURB	90 LF	15.00	1,350.00	15.00	1,350.00	20.00	1,800.00	11.00	990.00
108	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	35 SY	20.00	700.00	20.00	700.00	20.00	700.00	15.00	525.00
109	SAWCUTTING CURB	3 EA	38.00	114.00	50.00	150.00	100.00	300.00	90.00	270.00
110	SAWCUTTING RIGID PAVEMENT	90 LF	3.50	315.00	6.00	540.00	5.00	450.00	4.00	360.00
111	SAWCUTTING FLEXIBLE PAVEMENT	540 LFI	1.50	810.00	2.00	1,080.00	1.00	540.00	2.50	1,350.00
112	ROADWAY EXCAVATION INCL. HAUL	16 CY	18.00	288.00	35.00	560.00	120.00	1,920.00	35.00	560.00
113	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	80.00	560.00	65.00	455.00	100.00	700.00	100.00	700.00
114	TOPSOIL TYPE A, 18 INCH THICK	31 SY	50.00	1,550.00	36.00	1,116.00	70.00	2,170.00	40.00	1,240.00

<i>Project Number:</i> 2015160			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
115	INLET PROTECTION	19 EA	150.00	2,850.00	100.00	1,900.00	100.00	1,900.00	120.00	2,280.00
116	CEMENT CONCRETE CURB	330 LF	35.00	11,550.00	32.00	10,560.00	25.00	8,250.00	23.00	7,590.00
117	CEMENT CONC. SIDEWALK	47 SY	80.00	3,760.00	54.00	2,538.00	65.00	3,055.00	60.00	2,820.00
118	RAMP DETECTABLE WARNING	32 SF	50.00	1,600.00	21.00	672.00	25.00	800.00	25.00	800.00
119	SIGNING, PERMANENT	1 LS	*****	6,000.00	*****	12,285.00	*****	10,500.00	*****	10,700.00
120	REMOVAL OF EXISTING PAVEMENT MARKINGS	1513 SF	4.00	6,052.00	1.75	2,647.75	2.00	3,026.00	2.00	3,026.00
121	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	9 EA	200.00	1,800.00	200.00	1,800.00	250.00	2,250.00	225.00	2,025.00
122	PAVEMENT MARKING - DURABLE	1470 SF	9.00	13,230.00	6.85	10,069.50	7.50	11,025.00	7.30	10,731.00
123	PAVEMENT MARKING - DURABLE HEAT APPLIED	250 SF	12.00	3,000.00	9.50	2,375.00	10.00	2,500.00	11.00	2,750.00
124	PAVEMENT MARKING - PAINT	30 SF	5.00	150.00	5.00	150.00	4.00	120.00	4.00	120.00
125	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	17 EA	250.00	4,250.00	165.00	2,805.00	200.00	3,400.00	175.00	2,975.00
126	TEMPORARY PAVEMENT MARKING	1 LS	*****	3,000.00	*****	2,600.00	*****	2,500.00	*****	1,500.00
127	REINFORCED DOWELED CURB	460 LF	15.00	6,900.00	16.00	7,360.00	15.00	6,900.00	10.45	4,807.00
128	TRAFFIC ISLAND CONCRETE	68 SY	60.00	4,080.00	54.00	3,672.00	75.00	5,100.00	52.00	3,536.00
129	BRICK-SURFACED TRAFFIC ISLAND	42 SY	200.00	8,400.00	126.00	5,292.00	175.00	7,350.00	70.00	2,940.00
130	LANDSCAPING GRANITE BLOCK	1 LS	*****	1,000.00	*****	3,850.00	*****	1,700.00	*****	2,400.00
<i>Schedule Totals</i>				115,420.00		111,408.25		113,818.00		114,736.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	115,420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115,420.00
Bacon Concrete Inc	111,408.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	111,408.25
Cameron-Reilly	113,818.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113,818.00
Red Diamond Construc	114,736.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114,736.00

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$111,408.25	\$115,420.00	3.48	% Under Estimate
Bid Totals	\$111,408.25	\$115,420.00	3.48	% Under Estimate



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/9/2016
Clerk's File #	OPR 2013-0760
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2007036
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SUPPLEMENTAL AGREEMENT #3 - HRA		

Agenda Wording

Supplemental agreement to add \$75,000.00 funding for additional projects.`

Summary (Background)

This supplemental agreement increases the amount of the contract by \$75,000.00 for a total contract amount of \$325,000.00.

Fiscal Impact		Budget Account	
Expense	\$ 75,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	TWOHIG, KYLE	<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>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	WHITNEY, TYLER	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		jahensley@spokanecity.org	
		jlargent@spokanecity.org	



Supplemental Agreement Number 3		Organization and Address	
Original Agreement Number OPR 2013-0760		Historical Research Associates, Inc. 125 Bank Street Suite 500 Missoula MT 59802-4416	
		Phone:	
Project Number 2007036		Execution Date October 24, 2013	Completion Date October 31, 2015
Project Title Archaeological On-Call Services		New Maximum Amount Payable \$325,000.00	
Description of Work: Archaeological On-Call Services			

The Local Agency of City of Spokane
desires to supplement the agreement entered into with Historical Research Associates, Inc.
and executed on October 24, 2013 and identified as Agreement No. OPR 2013-0760
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section II, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:
\$75,000.00 for additional work under this contract.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Historical Research Associates, Inc.

By: David Condon, Mayor

Consultant Signature

Approving Authority Signature

Date

Date

Attest: _____
City Clerk

Approved to form:

Assistant City Attorney



City of Spokane

Minor Contract Summary

OPR # 2013-0760
Cross Ref _____
Destruct Date 2022
Clerk's Dist. 00/28/15 SAB

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Engineering Services
Department Project # 2007036

New Contract ☐
CR # _____
Date: September 17, 2015

Contractor/Consultant

Name: **Historical Research Associates, Inc.**
Address: 125 Bank Street, Suite 500 Remittance Address:
City, State, Zip: Missoula, MT 59802-4416 City, State, Zip

RECEIVED

SEP 21 2015

CITY CLERK'S OFFICE

Summary of Services

Supplemental Agreement Number 2 with Historical Research Associates, Inc. for Archaeological On-Call Services was for a period of two years with a third year option which Engineering Services would like to exercise. This provides for extension of the Agreement for one year, to run through October 31, 2016.

Amount: \$ N/A

Budget Code:

Maximum Amount

Beginning Date: _____ Expiration Date: 10/31/2016 Open-Ended: ☐

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Linda Hattenburg

Funds are available in the appropriate budget account

Accountant

Department Head

Other

Other

Signature

Signature

Signature

Signature

Date

Date

Date

Date

Distribution List

Contractor E-mail:	Contract Accounting: <u>jsalstrom@spokanecity.org</u>
Dept. Contact E-mail: <u>lhattenburg@spokanecity.org</u>	Taxes and Licenses
<u>mhughes@spokanecity.org</u>	



Supplemental Agreement Number 2		Organization and Address	
Original Agreement Number OPR 2013-0760		Historical Research Associates, Inc. 125 Bank Street, Suite 500 Missoula, MT 59802-4416	
Project Number 2007036		Phone:	
Project Title		Execution Date	Completion Date
Archaeological On-Call Services		October 24, 2013	October 31, 2015
Description of Work: Archaeological On-Call Services		New Maximum Amount Payable	
		\$250,000.00	

The Local Agency of City of Spokane

desires to supplement the agreement entered into with Historical Research Associates, Inc.

and executed on October 24, 2013 and identified as Agreement No. OPR 2013-0760

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section II, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: October 31, 2016

III

Section V, PAYMENT, shall be amended as follows:

No Change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Historical Research Associates, Inc.

Theresa Greiser

Consultant Signature

9/4/15

Date

By: Kyle Twohig, Engineering Operations Manager

[Signature]

Approving Authority Signature

9/18/15

Date

Attest: *Levi H. Gentry*
City Clerk

Approved to form:

Tom H. H. H. H.
Assistant City Attorney





Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/20/2016
Clerk's File #	OPR 2016-0559
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - THE BURR HOUSE - 628 E 22ND AVE		

Agenda Wording

Recommendation to list the Burr House, 628 East 22nd Avenue, on the Spokane Register of Historic places.

Summary (Background)

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

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	Study Session	
Division Director	MALLAHAN, JONATHAN	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lkey@spokanecity.org	
For the Mayor	WHITNEY, TYLER	mduvall@spokanecity.org	
Additional Approvals		sschoonover@spokanecity.org	
Purchasing		evance@spokanecity.org	
		evance@spokanecity.org	
		ylacoursiere@spokanecity.org	

Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places Burr House & Garage – 628 E. 22nd Avenue

FINDINGS OF FACT

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

- Completed in 1912 (garage in 1966), The Burr House 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 categories for the Spokane Register (A, B, C, D).

- Under Category C, for its architecture and design as an excellent example of the Craftsman style.

3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The Burr House is remarkably well-preserved and retains excellent integrity in terms of its location, design, workmanship, materials and association.
- Stylistic Craftsman features well-depicted at the Burr House include the home's very low-pitched roof; widely overhanging eaves, and a visually prominent low, long eyebrow dormer/eyebrow window at the home's façade. Interior features include the use of superior quality curly- and vertical-grain ebony-finished fir woodwork, built-in furniture, oak floors with narrow inlaid perimeter strips, horizontal rows of casement windows, and a large open floor plan in the living and dining room.
- The property's period of significance is from 1912, the year the home was built, to 1966, the year the garage was constructed.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Burr House according to the appropriate criteria at a public hearing on 06/15/16 and recommends that the Burr House 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:

(MANITO PK L3 B22)

Parcel Number 35293.0904, is governed by a Management Agreement between the City of Spokane and the Owner(s), Leo and Lucia Huntington (Munroe and Helen Burr House), of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **June 2016**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Leo and Lucia Huntington** (hereinafter "Owner(s)"), the owner of the property located at **628 E. 22nd Avenue** commonly known as the **Munroe & Helen Burr House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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


Owner


Owner

CITY OF SPOKANE

By: 
Title: Historic Preservation Officer

ATTEST:

City Clerk

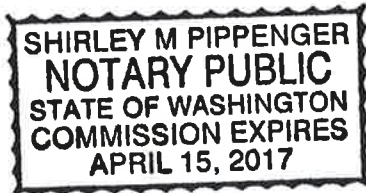
Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 15th day of June, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Leo Huntington and Lucia Huntington, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15th day of June, 2016.



Shirley M. Pippenger
Notary Public in and for the State
of Washington, residing at Spokane
04/15/2017
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 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 City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE

***Spokane Register of Historic Places
Nomination***

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **MUNROE & HELEN BURR HOUSE**
Common Name

2. LOCATION

Street & Number 628 East 22nd Avenue
City, State, Zip Code Spokane, WA 99203
Parcel Number 35293.0904

3. CLASSIFICATION

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<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 Leo & Lucia Huntington
Street & Number 628 E. 22nd Avenue
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 509-838-7473, huntington628@comcast.net

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number 1116 West Broadway
City, State, Zip Code Spokane, WA 99201
County Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal____ State____ County____ Local____
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

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

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

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

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Manito Park Addition, Lot 3, Block 22.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Preservation Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 W. 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

June 15, 2016

13. Signature of Owner(s)

Lee Huntington
Lucia Huntington

14. For Official Use Only:

Date nomination application filed: 5/16/16

Date of Landmarks Commission hearing: 6/15/16

Landmarks Commission decision: approved

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

City Council/Board of County Commissioners' decision: _____

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

Megan Duvall

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

6/16/16
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



2016 photo of the Burr House



1966 photo of the Burr House

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1912 in an architecturally prominent Rockwood-area neighborhood on Spokane, Washington's prominent South Hill, the Munroe & Helen Burr House is a fine example of the Craftsman style. The property illustrates strong Craftsman-style elements and horizontal emphasis found in the home's very low-pitched roof, widely overhanging eaves, horizontal wood siding, wide exterior wood trim, heavily textured stucco foundation, and a spacious wrap-around front porch. Producing exaggerated horizontality, the front porch is covered by an extension of the property's principal roof, distinguished by widely overhanging eaves extending to a depth of 4 feet. An unusual low, long "eyebrow" dormer/window covered by a very low-pitched wide shed roof significantly adds to the home's exaggerated horizontality. Interior woodwork is prominently expressed in deep ebony-colored curly- and vertical-grain fir, hand-rubbed to a rich patina. Oak hardwood floors reflect decorative articulation in inlaid mahogany/walnut strips laid around room perimeters. Well-preserved, the Burr House retains a high degree of exterior and interior architectural integrity in original location, design, materials, craftsmanship, and association.

CURRENT CONDITION & APPEARANCE

Site

The Burr House is located on Lot 3, Block 22 in the Manito Park Addition, two miles southeast and uphill from the center of downtown Spokane. The lot is 50 feet wide, 175 feet deep, and faces north onto East 22nd Avenue. The house is built in the center of the lot; a garage is located behind the house in the southwest corner of the property, accessed by a paved driveway from 22nd Avenue. Built on a slightly descending north-facing slope, the property is framed by a manicured lawn, mature trees, and a variety of shrubs. An original basalt rock retaining wall parallels the west elevation of the house, and extends to the street at 22nd Avenue. The Burr House is located adjacent west of the Rockwood National Register Historic District and is surrounded by a gridwork of directionally correct paved streets and single-family residential homes built between 1905 and 1945.

House Exterior

The Burr House reflects an irregular footprint with a width of 33 feet and a depth of 47 feet. The house is one-and-one-half stories with a low-pitched, composition-shingled, side-gable roof. The roof has widely overhanging eaves with supporting brackets and wide bargeboards. A clinker brick chimney is located on the home's ridge crest, just east of center. The house is clad with 6-inch-wide horizontal wood siding at the first floor and 12-inch-wide wood shingle siding in gable peaks. Unusually heavily textured coarse stucco covers a basalt rock foundation. Windows are a combination of original fixed, double-hung, and casement units arranged as single, paired, tripartite, and multiple horizontal rows.

The façade of the house faces north onto East 22nd Avenue. The home's north facade is distinguished by two dominant exterior architectural focal points: 1) a wide, very low-

pitched, shed-roof eyebrow dormer, and 2) a spacious wrap-around front porch shaded by unusually deep overhanging eaves.

The north façade's eyebrow dormer is a unique feature of the Burr House and a strong characteristic element of the Craftsman style. The very long, low eyebrow dormer with a low-pitched widely overhanging shed roof is located in the center of the home's north façade roof slope. A narrow eyebrow window¹ opens from the eyebrow dormer. The horizontally long, narrow window is 66 inches wide, only 12 inches high, and opens inward from hinges located at the lower inside edge of the window. The window is flanked by two small sidelight windows that measure one foot square, and open inward the same way as the eyebrow window. The eyebrow window and the two sidelight windows are multi-paned with wood muntins/mullions that feature a repeated decorative geometric divided-light motif articulated in casement windows, service doors, built-in hutch and bookcase windows, and boxed ceiling beam designs throughout the house. The eyebrow window and eyebrow dormer are prominent Craftsman-style design features of the house.

The second dominant focal point of the home's exterior is the north facade front porch. The front porch is covered by a deep shed extension of the principal roof and is articulated with widely overhanging eaves that extend up to 4 feet. The porch is supported by thick square wood porch posts arranged as single posts at the porch entrance and three-post clusters at outside porch corners. A porch balustrade reflects strong horizontal emphasis with thick square horizontal porch rails and balusters made of alternating 10-inch-wide wood panels. The porch is covered with a wood plank deck. Four concrete steps lead from a walkway up to the porch deck. Massive porch staircase walls with concrete coping are distinguished with heavily textured coarse stucco, and protrude outward from the front porch on either side of concrete steps. The porch ceiling is made of tongue-in-groove wood planks. Designed as an outdoor living space (a Craftsman-style tenet), the spacious L-shaped front porch is 21 feet wide and 7 to 12 feet deep as it wraps around the northeast corner of the house. The home's north face is clad with horizontal wood siding. The foundation is covered with coarsely textured stucco. A horizontal watertable separates the foundation from the first floor.

The west elevation of the Burr House features the gable peak of the home's side-gable roof and reveals the roof's very low pitch. Exposed knee-brace brackets support widely overhanging eaves. The house is clad on the west elevation with a continuation of the horizontal wood siding at the north face. A distinguishing feature of the west elevation is a center box bay, which projects outward two feet from the planar wall surface of the house at the first floor. The bay is 12 feet wide and is covered with a low-pitched shed roof and deep bargeboard. A pair of 1/1 double-hung windows are centered in the west face of the box bay. Other fenestration on the west elevation includes a 1/1 double-hung window adjacent south of the box bay and a prominent horizontal row of four casement

¹ An eyebrow window is defined as "a bottom-hinged, inward-opening window in the uppermost level of a house, usually under the front eaves; a window in an eyebrow." *Dictionary of Architecture & Construction, Third Edition*, page 353.

windows located adjacent north of the box bay. A row of three casement windows is located in the gable peak. The row of four casement windows on the first floor and the row of three casement windows in the gable peak have multi-paned divided-lights with wood muntin/mullion bars designed in a geometric motif used in Craftsman and Prairie styles. Like the foundation at the north face, the foundation at the west elevation is covered with heavily textured, coarsely grained stucco. A watertable separates the foundation from the first floor.

The east elevation supports part of the front porch at the first floor as the porch wraps around the northeast corner of the house. At the east elevation, the wrap-around porch measures 12 feet deep and 5 feet wide. The porch is covered with a shallow-pitched gable roof, which shape and roof pitch repeats and matches the east elevation side-gable roof of the house. The porch roof has widely overhanging eaves and exposed knee-brace brackets. The gable peak of the porch is clad with wood shingle siding as is the east elevation gable peak of the house. The foundation wall is covered with heavily textured, coarse stucco. A watertable separates the foundation from the first floor. A tripartite window with decorative geometric wood muntin/mullion bars is located at the porch on the first floor. A pair of double-hung windows is located at the first floor adjacent south of the tripartite window. A row of three casement windows is located in the gable peak, matching the west elevation's gable peak casement windows. A back door and porch steps are located on the first floor, east elevation, at the southeast corner of the house.

The rear, south elevation of the house faces a manicured back yard and a double-car garage built in the southwest rear corner of the property. A back door and back porch covered with a wood pergola are located at the east end of the south elevation (a second back door and porch). Window placement on the south elevation is asymmetrical and includes 1/1 double-hung windows and a multi-paned tripartite window. Like the north, east, and west elevations of the house, the south elevation is clad in a continuation of horizontal wood siding, and the foundation is covered with a continuation of coarsely textured stucco. A wood watertable separates the foundation from the first floor. Original center concrete steps west of the back porch descend to a basement door below grade. A plain wood balustrade encircles and protects the concrete stairwell to the basement.

House Interior

The interior of the house has 1,566 square feet of finished space on the first floor, 500 finished square feet on the second floor, and 700 unfinished square feet in the basement, for a total of 2,766 square feet.² A 42-inch-wide front door made of ebony-finished solid curly- and vertical-grain fir opens into the home from the front porch. It has three inset vertical panels in the lower half of the door and eight divided lights in the upper leaf. An original brass door lock/handle set and an original brass door knocker remain in excellent operable condition on the front door. The door opens directly into a spacious L-shaped living room and dining room. Both rooms are embellished with prominent high-quality,

² Spokane County public records.

ebony-finished curly- and vertical-grain fir woodwork expressed in box beamed ceilings, floor molding, crown molding, door and window surrounds, wainscoting with fir battens and plate rail, built-in bookcases, built-in china cabinet buffet and hutch, and a built-in colonnade located between the living room and dining room. The living room and dining room are distinguished with oak hardwood floors embellished with double strands of thin, inlaid mahogany/walnut strips that outline the perimeters of both rooms. French doors flanked by two sidelights open to the front porch from the dining room and are finished a dark ebony hue. A service door in the dining room and a service door in the living room are located on the south inside wall, and are made of ebony-finished fir with two inset vertical panels capped by narrow horizontal, multi-paned leaded-glass windows. The colored cathedral glass in the windows reflects shades of amber and pale green tints. Multi-paned windows in the two service doors, multi-paned windows in the French doors and flanking sidelights, and multi-paned windows in the living room and dining room are all articulated with a matching geometric pattern of divided lights representative of Craftsman-style and Prairie-style architecture. The geometric window pattern is further repeated in the beam pattern for the boxed ceiling beams in the living room and dining room. Windows in the living room feature a wide tripartite unit on the north wall and a horizontal row of four casement windows on the west wall. The west-wall windows are set high on the wall above the wall's half-way point, and are sometimes called "piano windows," designed for the placement of a piano or large furniture below the windows. A focal point of the living room is a fireplace built on the inside south wall. The fireplace is articulated with a red brick fireplace surround, a dark mottled red/brown matte glazed ceramic tile hearth, and an ebony-finished fir mantel. A Craftsman-style and Prairie-style tenet, black grout set deep between bricks defines the brick surround of the fireplace. A built-in bookcase with leaded- and stained-glass doors is located next adjacent west of the fireplace. The stained-glass doors repeat the same decorative geometric pattern found in all windows in the living room and dining room. Two colonnades flank the wide opening between the living room and the dining room. The colonnade is made of ebony-finished fir, and is supported by square and tapered wood piers anchored to the bookcases. Five-foot-high wainscoting with ebony-finished fir battens and a decorative bracket-supported plate rail rings the perimeter of the dining room. A built-in china cabinet with a buffet and hutch is located on the south wall and is a focal point of the dining room. It features original buffet doors, drawers, original brass Craftsman-style hardware, and beveled mirror backsplash. The built-in hutch located above the buffet and backsplash features a bracketed sill at the lower edge of the hutch, and four leaded- and stained-glass doors with the repeated geometric motif of windows, doors, and the ceiling in the house. A plate rail and decorative brackets finished in a deep ebony hue cap the hutch. A feature of the Craftsman style, door and window lintels in the living room and dining room extend past door and window frames, and are cut diagonally at outside corners—another calculated Craftsman-style design feature that emphasizes horizontality.

A service door next east of the buffet and hutch on the dining room's south wall opens to a remodeled kitchen with built-in casework, soapstone countertops, ceramic tile backsplash, and Marmoleum floor. The kitchen flows southeast to a family room, back

service hallway, powder room, and back door. The kitchen leads west through a doorway to a central service hall. The central service hall leads to a remodeled full bathroom on the center south wall, a bedroom in the southwest corner of the house, a bedroom on the center west wall, and a built-in linen closet located between the two bedrooms. A built-in niche designed for placement of a telephone is located on the south wall in the service hallway by the full bathroom. An interior staircase leads up to the second floor from the hallway, and an interior staircase to the basement is located under the ascending staircase. All interior doors in the bedrooms and hallway are made of pine with 5 horizontal inset panels each. Original 1912 brass door hinges and hexagonal door knobs in excellent condition render each door operable. Lintels over windows and doors extend past door and window frames, and reveal diagonal cuts at upper outside corners. All woodwork is painted white in the kitchen, family room, service hallways, bedrooms, and bathroom. The bathroom floor is covered with hexagonal glazed ceramic tile while the hallway and bedroom floors are natural honey-colored finished fir planks. Ceiling heights are 8 feet.

The second floor has a bedroom on the west wall and a sizeable bathroom and walk-in closet on the east wall (remodeled from an original bedroom in 1999). A door adjacent east of the built-in linen closet opens into an unfinished attic. Second-floor woodwork is painted white, floors are made of fir planks and linoleum, and ceiling heights are 7-8 feet and lower under roof eaves. The basement is unfinished with 7-8 foot ceilings, a concrete floor, and workshop areas, storage rooms, and a laundry room. Gas-fired hot water heat distributed through original iron radiators supplies radiant heat to the home.

Garage and Rock Retaining Wall

The existing double-car garage was built in 1966³ and replaced a single-car garage erected in October 1912.⁴ The 1966 garage measures 20 feet wide and 24 feet deep. It is one story and has a front-facing gable roof covered with asphalt shingles. Eaves are widely overhanging with exposed rafter tails. The garage is clad with 8-inch-deep horizontal wood siding at the first floor and 10-inch wood shingles in the gable peak. A paneled overhead door opens to the garage's interior from the building's north façade. The garage floor is poured concrete. An original 1912 wood-paneled, divided-light pedestrian door is located on the east elevation of the garage. A contemporary aluminum sliding window is located next south of the pedestrian door.

In 1912 when the house was built, a basalt rock retaining wall was constructed along the west elevation of the house next to the paved driveway from the rear of the house to the street at 22nd Avenue. The rock wall is two feet high and reveals a combination of dry stack and grout-infill designs. The garage and basalt rock retaining wall are historic resources of the property and *are nominated at this time* to the Spokane Register of Historic Places.

³ Spokane County public records.

⁴ Spokane City Building permit #4062, October 7, 1912.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Built in 1912, the Burr House retains its original 1912 location, original materials, original workmanship, and the majority of its original design. A 1910 Sanborn Fire Insurance Map pictured the property's site on East 22nd Avenue *without* a house number and *without* a house—the house had not yet been built. Two years later, the 1912 Sanborn Fire Insurance Map pictured a footprint of the original Burr House, and noted the street address as “East 628” on 22nd Avenue.⁵ In 1922, the open back porch pictured on the 1912 map was enlarged and enclosed with an addition.⁶ The addition footprint was pictured on a 1953 Sanborn Fire Insurance Map and on a circa 1950s site plan of the property.⁷ In 1965, the kitchen and butler's pantry were opened as one large room and remodeled with built-in casework, new counter tops, fixtures, and repainted walls and ceiling. In 1966, a Spokane County tax assessor photo was taken of the property's north façade and west elevation, and pictured the home's original design intact. In 1967, the home's 4-foot-deep roof eave overhangs at the north façade front porch and south rear elevation were repaired and retained at their original depth. The east and west eave overhangs were shortened and repaired to prevent further damage from annual ice dams and heavy snow loads. In the 1980s, ceilings in the living room and dining room were embellished with ornamental plasterwork. In 2002, the exterior of the house was repainted.

From 2003 to 2016, the home's current owners undertook a 13-year maintenance project to repair, renovate, and rehabilitate the exterior and interior of the Burr House. Except grading and work to the grounds around the house, a summary of the work completed to the Burr House includes:

Exterior

- repaired all casement windows to working condition
- repaired and repainted front porch ceiling
- installed style-appropriate light fixtures
- installed window screens (used original screens as found for living/dining room and new screens for the remainder of house)
- rebuilt sills and windows in basement to correct water damage
- installed French drain at south elevation to prevent moisture in basement
- built and installed a pergola over back porch
- installed new composition shingle roof on house and garage in 2008
- installed metal center railing at front porch steps
- extended porch posts on either side of porch steps to porch ceiling for support
- rebuilt wood stairs and railing on east elevation back porch
- rebuilt wood plank porch floor on south elevation back porch
- installed home rain gutter system

⁵ Sanborn Fire Insurance Maps.

⁶ City of Spokane Building Permit #18367, October 9, 1922.

⁷ Spokane County public records.

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Interior

- stripped wallpaper, repaired surfaces, and repainted interior of home at first and second floors
- replaced non-original light fixtures with period-appropriate fixtures
- built and installed bookshelf in southwest bedroom on first floor
- built and installed radiator covers throughout house
- remodeled hall bathroom on first floor
- removed carpet and linoleum from first-floor hall and bedrooms, and refinished exposed fir floors
- repaired stained-glass doors in living room built-in bookcase
- repaired stained glass in service door between living room and hall
- hung grass cloth below plate rail in dining room
- installed vertical fir battens that match original batten shadows revealed under wallpaper in dining room (found one original batten behind dining room radiator)
- installed handrail on stairwell between first and second floors
- refinished kitchen/dining room service door
- replaced damaged hardware as needed with period-appropriate hardware
- replaced vinyl floors in powder room and first-floor bathroom with hexagonal ceramic tiles
- remodeled kitchen (built-in casework, soapstone counters, new fixtures, Marmoleum floor covering, ceramic tile backsplash, repainted walls and ceiling)
- Marmoleum floor installed in family room and hall to south back door when remodeled kitchen
- Furnace replaced
- east bedroom on the second floor was remodeled as a bathroom (1999)

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1912-1966</i>
<i>Built Date</i>	<i>1912</i>
<i>Builder/Developer</i>	<i>Allister Mack Laing</i>

Summary Statement

Preserved in excellent condition as a hallmark example of the bungalow house form embellished in the Craftsman tradition, the Burr House is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance. The property's period of significance is from 1912, the year the home was built, to 1966, the year the garage was constructed. Regarded as significant characteristics of the bungalow form and the Craftsman style, the home's low-slung design and construction materials were purposefully calculated to exaggerate the home's horizontal lines, organically integrating the dwelling to the site on which it was built. Strong horizontal elements of the Burr House include a very low-pitched roof; widely overhanging eaves, and a visually prominent low, long eyebrow dormer/eyebrow window at the home's façade. Interior features include the use of superior quality curly- and vertical-grain ebony-finished fir woodwork, built-in furniture, oak floors with narrow inlaid perimeter strips, horizontal rows of casement windows, and a large open floor plan in the living and dining room. A 1912 article and photograph featured in the *Spokesman-Review* newspaper⁸ compared the plan for the Burr House "on the architectural lines of the California bungalows," which were built in Los Angeles and Pasadena, CA, the birthplace of the Craftsman style. The home is named for the property's first and most significant homeowners, Munroe V. & Helen O. Burr. Munroe Burr was a prominent Spokane businessman, successful electrician, and electrical contractor who owned the Burr Electric Company in Spokane for over 30 years.

HISTORICAL CONTEXT

Manito Park Addition and "Rockwood"

The Manito Park Addition was platted in 1903 on Spokane's South Hill by real estate developers Jay P. Graves and Fred B. Grinnell. To handle real estate development activity and business, Graves and Grinnell formed the Spokane-Washington Improvement Company, a corporation. As they platted and planned the area south of 14th Avenue and east of Grand Boulevard for residential use, they began selling lots to architects, builders, and prospective homeowners. They built a street car line along with needed infrastructure, including graded and paved streets, paved public sidewalks, street lights and street trees, underground sewer lines, electrical service, and fresh water supplied to each residence. Hutton Public School was built, and churches were constructed in the area. Graves and Grinnell invited the nationally famous Olmsted Brothers Architectural Firm from Brookline, Massachusetts to design curvilinear lots, streets, parking strips, and greenbelts in a specific South Hill area, which was

⁸ *Spokesman-Review*, 9 June 1912.

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characterized by robust and irregular topography, high basalt bluffs, massive basalt “haystack” boulders, and pine tree forests. The specific portion designed by the Olmsteds and the surrounding area was widely known as “Rockwood.”⁹ The name was used for residential areas built throughout various Manito Park additions from Grand Boulevard east to Southeast Boulevard.

Written as early land use protections and appropriate architectural controls, Graves and Grinnell, doing business as the Spokane-Washington Improvement Company, issued restrictive subdivision regulations, which were initiated as protective covenants tied to ownership deeds for Rockwood property.

“It is covenanted and agreed between parties...and made a condition or covenant running with the land herein conveyed” that:

- 1) no residence shall be erected upon said lot that shall cost less than \$800,*
- 2) a residence built on said land shall be of modern style and architecture,*
- 3) no outhouse or barn shall be erected and used as a dwelling before the construction of the main dwelling house,*
- 4) no building erected on said lot shall be used for business purposes of any kind.¹⁰*

Developers Graves and Grinnell did not stop their development at Grand Boulevard but moved west across the street where they deeded 92 acres of irregular, hilly, rocky and mostly unbuildable land to the City of Spokane, to be developed as a public recreation area called Manito Park.¹¹ Listed on the National Register of Historic Places, Spokane’s Manito Park is one of the largest and most beautiful public parks, gardens, and recreation areas in the city.

Modest as well as large, grandiose homes were built throughout Rockwood, one of the most architecturally prominent residential areas of Spokane’s South Hill. The nominated Burr House, 628 E. 22nd Avenue, is located between the Olmsted-designed portion of Rockwood and Manito Park.

Munroe & Helen Burr

In 1904, the Northwestern & Pacific Hypotheekbank warranted a deed for Lot 3, Block 22 in the Manito Park Addition to Jay P. Graves and Fred Grinnell’s real estate development company, the Spokane-Washington Improvement Company. In 1906, professional printer, Arvid Palmer, purchased the lot for \$150, and sold it 5 months later

⁹ The area specifically designed by the Olmsted firm is known today as the Rockwood National Register Historic District. The historic district and the larger area surrounding the historic district is commonly known as “Rockwood” or the Rockwood residential area of Spokane’s South Hill.

¹⁰ Spokane County public records.

¹¹ Manito Park and its duck pond were first called Montrose Park and Mirror Lake by Francis Cook, who purchased the property in 1886 from the Northern Pacific Railroad. A Spokane pioneer business leader and real estate entrepreneur, Cook founded Spokane’s first newspaper (*Spokane Times*), formed a private park he called Montrose Park and Mirror Lake on his South Hill acreage, and developed Spokane’s first motor trolley, the Spokane & Montrose Motor Railroad.

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for \$225 to his tenant and friend, Sixtus Johnson, a cabinetmaker and “machine man” at Washington Mill Company. Palmer and Johnson shared a house built in 1910 at 624 E. 22nd Avenue on Lot 4, next door adjacent west of Lot 3 (628 E. 22nd Avenue). On July 1911, Sixtus Johnson sold Lot 3 to real estate developer/builder, Allister Mack Laing. Between July 1911 and September 1912, developer/builder Laing commissioned a house built on the lot at 628 E. 22nd Avenue. After construction of the house was complete, Laing sold the property in September 1912 to Spokane electrical contractor, Munroe Burr. When Burr bought the property, he assumed a \$2,000 mortgage secured March 22, 1912 by Laing. Perhaps Laing needed cash so he borrowed money against the property, and sold the mortgage assumption to Burr with the house.

Munroe Van Veck Burr was born in 1879¹² in Connecticut, and came to Spokane by 1900. In Spokane in 1906, he married Minnesotan, Helen O. Johnson. Munroe Burr was self-employed as an electrician and electrical contractor. He advertised his electrical business as the Burr Electric Company, doing business at 114 N. Lincoln Street, specializing in “electric motors,” and “bought and sold electric supplies, fixtures and chandeliers.”¹³ In 1912, Burr and his wife, Helen, moved from 1308 W. Cleveland Avenue on the north side of Spokane to 628 E. 22nd Avenue on the city’s South Hill.

Munroe Burr was an avid outdoorsman and owned a ranch near Scotia, WA, just north of Spokane by Diamond Lake. In 1906, articles in the *Spokane Daily Chronicle* newspaper gave accounts of Burr shooting a black bear on his ranch. Eighteen years later on October 13, 1924, the *Spokane Daily Chronicle* reported Munroe Burr “was stricken with a heart attack while hunting in a collapsible duck boat on Medical Lake” where “he fell from the boat and was drowned.” A successful electrician, electrical contractor, and business owner, Munroe Burr was a resident of Spokane for 33 years. He was a member of the Elks Lodge and the Knights of Pythias fraternal organizations.

Subsequent Homeowners

In 1916, the Burr House was purchased by brothers William Kaye and Albert Kaye. At different times, William Kaye was a secretary for the Pacific Mortgage Company, and a secretary followed by vice president of the Mechanic’s Loan & Trust Company in Spokane. Brother Albert Kaye also worked for the Mechanic’s Loan & Trust Company where he was employed as a cashier and secretary. In 1917, railroad conductor Charles Dunn, and his wife, Mary Dunn, purchased the property for \$5,000. They sold the house to Frances & William Tipton, a salesman for Hege & Watkins Company, specializing in “real estate mortgages, loans, and farmland.”

Thomas & Mary Linden bought the property in 1922. Thomas worked as a carpet cleaner in Spokane, and secured a building permit for \$400 for an “addition” to enlarge and enclose the back porch of the house, including a family room and powder room.¹⁴ The

¹² Ancestry.com lists M. V. Burr as born in 1878 but a birth record and the Spokane Greenwood Cemetery Survey in Spokane records Burr’s birth in 1879.

¹³ Ibid.

¹⁴ City of Spokane Building Permit #18367, October 9, 1922.

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Lindens sold the house to George & Jennie Weaver in 1924, who sold the property just six months later for \$7,000 to Nellie & Carl Brandt, a salesman and manager for Hughes & Company, wholesale plumbers, steam and mill supplies.

In 1953, Flayvell (or Flaywell) & Dorothy Gokee bought the property for \$12,000. Flayvell Gokee worked as a manufacturer's sales agent and Dorothy was employed as a bookkeeper for Anthony, Baker & Burns Company in Spokane.

The Gokees sold the property to Roy & Edith Dahl in 1959 for \$12,500. Roy Dahl was associated with real estate sales and investments for the Dahl McDonald Company and later for the Sherwood & Roberts Company. The Dahls sold the house to Robert & Patricia Graff in 1963 for \$12,950. Robert Graff was a manager for Standard Oil & Gas stations in Spokane. In 1965, the Graffs remodeled the butler's pantry and kitchen to accommodate one large room, and installed built-in casework and countertops, fixtures, and repainted walls and ceilings.

Charles & Caroline Flanagan bought the house in 1968. Charles Flanagan was employed as an engineer for the Washington State Department of Highways, and Caroline Flanagan worked as a registered nurse for Sacred Heart Hospital. Ronald Carter, president of a cabinet shop, and his wife, Virginia Carter, purchased the property in 1977. They sold it to Spokane physician, Elizabeth R. Widman, in 1980 for \$57,500. Dr. Widman leased the house to various renters, and sold the property in 1987 to Michael & Patricia McGowan for \$58,000. Michael McGowan worked for Cornerstone Printing. In 1992, Alyce Stevens, the manager for Allied Credit Company in Spokane, and James Dodson bought the house. They sold it to Lyle & Nancy Coffey in 1999 for \$173,500.

Current owners, Leo & Lucia Huntington, purchased the property in May 2003 for \$215,000. Now retired, Leo Huntington was employed as store manager of the N. Division Street K-Mart store in Spokane. Lucia Huntington worked as an assistant professor for Gonzaga University in the English-As-A-Second-Language program.

ARCHITECTURAL SIGNIFICANCE

Category C

Category C of the Spokane Register of Historic Places applies to "properties significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork."¹⁵ To be eligible for historic register listing under Category C, "a property must meet at least one of the following requirements:"¹⁶

1. *Embody distinctive characteristics of a type, period, or method of construction.*
2. *Represent the work of a master.*
3. *Possess high artistic value.*

¹⁵ *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation.* p 17.

¹⁶ *Ibid*, p. 17

4. *Represent a significant and distinguishable entity whose components may lack individual distinction.*¹⁷

The Munroe & Helen Burr House is nominated under Category C in the area of significance, “architecture,” because the home “embodies distinctive characteristics of a type, period, or method of construction” and “refers to the way” in which the “property was conceived, designed, or fabricated by a people or culture in past periods of history.”¹⁸ “Distinctive characteristics are the physical features or traits that commonly recur in individual types, periods, or methods of construction. To be eligible, a property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction.”¹⁹

The Burr House is a fine example of the bungalow house form and the Craftsman style because it retains and displays multiple stylistic elements and architectural features of the Craftsman tradition. The home possesses high artistic values, which are particularly evident in the well-preserved quality, craftsmanship, and architectural integrity of the home’s original and unique organic expressions of the Craftsman style.

Bungalow House Form

Architectural historian Jan Cigliano (*Bungalow: American Restoration Style*) defines the American bungalow:

*Bungalow is a form of house, a type of structure designed in a number of architectural styles; style by contrast, is a particular period and genre of design. The bungalow house type is a single-family residence, one or one-and-one-half stories high, and designed in elevation, plan, and roofline to achieve a horizontal and rectangular emphasis.*²⁰

The American word “bungalow” was derived from the British and East Indian word “bangla” which referred to low, one-story thatched huts with wide verandahs that were built in Hindi East India during British occupation. The 19th-century bungalow became popular with the British and was eventually built around seaside resorts in England. The appeal of the bungalow house form and its more affordable construction cost grew tremendously during both the English and American Arts & Crafts periods in the late 1800s and early 1900s, and was described by Gustav Stickley, a prominent voice in the American Arts & Crafts movement, as “a house reduced to its simplest form which never fails to harmonize with its surroundings...”²¹ Ideal values attributed to bungalows afforded descriptive adjectives such as “simple, comfortable, nature’s materials-colors-forms, modest, crafted by artisans, integrated with the natural environment, affordable,

¹⁷ Ibid, p. 17

¹⁸ Ibid, p. 17

¹⁹ Ibid, p. 18

²⁰ Cigliano, Jan.

²¹ Ibid, p. 12.

and art in form and function.”²² The bungalow house form was popular in America from about 1900 to 1940, and was particularly embraced in the United States, especially along the West Coast in areas like Pasadena and Los Angeles, California where the bungalow house form was sometimes called a “California bungalow” or a “Pasadena bungalow.”²³ Low-slung California bungalows were especially suited to the southwest United States and other warm climates, and were purposefully designed to keep the hot sun out of the house by shading the home as much as possible. Examples of shade-producing bungalow features included ground-hugging house forms (close to the cool ground and not the high, hot sun), widely overhanging roof eaves, interior unobstructed open spaces and multiple windows for interior cross-ventilation, and shade-producing trees.

Craftsman Style

Popular from about 1900 to 1930, the Craftsman style has its roots in nature. Natural materials were revered such as indigenous river rocks or field stones, brick (especially clinker brick), hand-split wood shingles, wood clapboard siding, heavily textured coarse stucco to smooth fine stucco, leaded-glass windows, burnished copper and brass, and hand-forged wrought iron. The liberal use of natural woodwork hand-rubbed to a rich patina was paramount for interior treatments and included oak, fir, ash, walnut, chestnut, tamarack, cedar, mahogany, and other woods. Along with natural building materials, the Craftsman style emphasized horizontal prominence, and designers and architects plied their “tricks of the trade” in achieving this emphasis. Some of these design tricks included the application of architectural forms and elements such as one-and-one-half-story bungalow house forms, low-pitched roofs with widely overhanging eaves, exposed/extended rafter tails, wide bargeboards with tapered or cut-out ends, exposed structural members (rafter tails, brackets, posts, beams), mortise-and-tenon joints, numerous horizontal “belly” bands-stringcourses-belt courses that separated siding treatments or junctures between floors, horizontal rows of windows, tapered exterior walls and tapered porch supports, tapered window and door surrounds, and partial or full-width covered front porches and *porte cocheres* (carports). Interior elements were driven by the “Back to Nature” mantra of the Craftsman style, and included an open and unobstructed living space in principal rooms such as a living room-dining room, wide portals or colonnades between open spaces, rows of multiple windows to let in natural light, natural-finished oak-fir-walnut-mahogany and other wood surfaces in woodwork-floors-built-ins, brick-stone-stucco fireplaces, low 7-8-foot-high ceilings or lower under roof eaves, and “deep and muted earth tones to infuse the bungalow with a natural, subliminal calm: browns, greens, oranges, ochres, and reds.”²⁴ The aforementioned architectural details all worked together to accentuate the natural aesthetic and horizontal emphasis of the house.

The Bungalow Form & Craftsman Style of the Burr House

As previously stated, the Burr House is architecturally significant as a fine example of the horizontally oriented bungalow house form. The property is a study in horizontal lines

²² Ibid, p. 13.

²³ Duchscherer, Paul.

²⁴ Cigliano, Jan.

illustrated by the home's one-and-one-half story height, low-pitched side-gable roof, and a deep extension of the principal roof as it covers the front porch. Deeply overhanging eaves exaggerate horizontal lines as porch eaves extend 4 feet past the front edge of the porch. A prominent, artistic, and unusual horizontal Craftsman-style feature of the Burr House is a long, low eyebrow dormer with a long, low eyebrow window. The dormer has a very low-pitched shed roof and widely overhanging eaves that completely shade the window.

The Burr House reveals strong Craftsman-style elements, starting with the property's 1912 built date, which is within the Craftsman-style period, 1900-1930. Architectural elements include the home's low, ground-hugging bungalow house form, low-pitched roof, wide overhanging eaves and eave brackets, a combination of horizontal clapboard and shingle siding, horizontal rows of windows, horizontal watertable, wide frames around doors and windows, and a foundation made of rough, heavily textured stucco.

Interior Craftsman-style features of the Burr House include a prominent use of natural-finished curly- and vertical-grain fir woodwork, burnished to a deep ebony hue. Ebony-finished fir woodwork is found in the front door, French doors in the dining room, interior service doors, floor and crown molding, door and window surrounds, portal colonnade with tapered support piers, boxed ceiling beams, and built-in bookcases, buffet, and hutch. Additional interior Craftsman-style elements include a spacious open floor plan especially in the living room and dining room, finished oak and fir floors, extended beveled door and window lintels, built-in linen closets, and a repeated stylistic geometric pattern in windows, doors, and boxed ceiling beams (influenced by the Prairie style).

A. M. Laing, Real Estate Developer

As documented by Spokane building permits, the builder and real estate developer of the Burr House was Allister Mack (Mackay) Laing, born in Ontario, Canada in June 1879. He immigrated to Michigan in 1899, became a naturalized U.S. citizen in 1908, and married Texas-native, Mary E. Fairchild (1877-1938). The Laings lived in Detroit for a few years, then moved to Spokane in 1911. The first listing in Spokane city directories for Allister & Mary Laing was in 1912—the year A. M. Laing built and completed construction of the Burr House.²⁵ A. M. Laing partnered with fellow Spokane builder/developer, Clark M. Cryor, for at least four years in Spokane from 1912 through 1915. Their business was called the Cryor-Laing Company and was advertised in the alphabetical section and page margins of city directories. An alphabetical listing described the company's specialties as "real estate, loans, and investments." Multiple page margin advertisements in city directories were printed in bold, black ink:

BARGAINS IN HOMES

Cryor-Laing Company

A few \$\$ down and balance same as rent will put you in Your Own Home.

²⁵ Spokane Building Permit #4062, October 7, 1912.

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*Can you afford to continue to give your money to a landlord?
Come in and talk it over.
Cryor-Laing Company
432 W. Riverside Avenue, Old National Bank Building, Suite 1129²⁶*

In Spokane, A. M. & Mary Laing resided in a home at 617 E. 25th Avenue, three blocks south of the Burr House on the South Hill. After his partnership with Cryor was dissolved in 1916, the Laings lived at 1115 S. Cedar Street. From 1918 through 1934, A.M. Laing worked as a reporter and then a superintendent for the Bradstreet Company Inc. in Spokane, a professional “mercantile agency” and national credit reporting agency, colloquially called “Bradstreet’s.” In 1921, the Laings relocated to 1304 S. Monroe Street, and by 1935, to 808 S. Lincoln Place. While in Spokane, Laing was an elder of the Presbyterian Church, a member of the Rotary Club, and a business leader in the Spokane Chamber of Commerce. After 24 years in Spokane, A. M. & Mary Laing returned to Detroit in 1936. Two years later, Allister Mack Laing died at age 59 in March 1938.²⁷

Identical House Plans

Spokane developer/contractor A. M. Laing was responsible for the “speculative” construction of the 18th Avenue house in the Rockwood neighborhood as noted in a June 9, 1912 *Spokesman-Review* newspaper article:

CALIFORNIA BUNGALOW IN ROCKWOOD HAS NOVEL FEATURES

*On plans which he brought with him from Los Angeles,
A. M. Laing has just completed the erection of a very artistic bungalow on 18th Avenue
in the Rockwood district.
The house is finished on the architectural lines of the California bungalows.
The low flat roofs, broad porches, and pergola are exterior features of the construction.
The bungalow is finished with 5 rooms,
with room for 3 upstairs if it is decided to complete them.
It is finished with hardwood floors and is strictly modern in every respect.
All the built-in features are included in this novel home.
In addition to a wide fireplace in the living room with a built-in bookcase, there is a
built-in sideboard, and the kitchen is equipped with all
the time- and labor-saving devices.
The house cost approximately \$3,800.
Laing built the bungalow for investment purposes.²⁸*

While the above-referenced newspaper article is not about the Burr House, it might as well have been. Both the Burr House and the 18th Avenue house are identical in design, plan, and material. They were erected in 1912 by the same builder/developer, A. M. Laing, in the same Rockwood neighborhood, 8 blocks apart from one another. The

²⁶ *Spokane City Directory*, 1913-1915.

²⁷ Ancestry.com and United States Census records.

²⁸ *Spokesman-Review*, 9 June 1912.

“house plans...from Los Angeles” that Laing used for the Burr House and 18th Avenue house illustrated an “artistic” bungalow design that specialized in “the architectural lines of the California bungalows.” The house plans were perhaps from the same architect or a California plan book²⁹ Albeit undocumented, the construction cost of the Burr House can be surmised to be about \$3,800—the newspaper article’s reported construction cost for the identical 18th Avenue house.

The 18th Avenue house was described in the *Spokesman-Review* newspaper article as a “very artistic bungalow” in the “Rockwood” district. Both the 18th Avenue house and the Burr House are located in the larger Rockwood area, and both the Burr House and 18th Avenue home possess high artistic values in their low, Craftsman-style, ground-hugging bungalow form; widely overhanging eaves; and prominent long, low eyebrow dormer/eyebrow window.³⁰ The newspaper article also stated the 18th Avenue home was “finished on the lines of the California bungalows.” To shade houses and keep out glaring sun rays, bungalows in Southern California were built with exaggerated overhanging eaves. The house plans used for the 18th Avenue house and for the identical Burr House called for widely overhanging eaves, especially over the edge of the front porch where eaves measure 4 feet in depth. So different in design from the tall, vertically oriented Victorian house styles that preceded them, the California-designed bungalows emphasized ground-hugging horizontal lines, causing an about-face in domestic architectural designs and practices. The “California bungalows” proved to be catalysts for the persuasive popularity of bungalows built throughout the United States during the first half of the 20th century. In his book, *The Bungalow: America’s Arts & Crafts Home*,³¹ architectural historian Paul Duchscherer explained the term “California bungalow” was coined due to the “bungalow’s strong early links to the state” and most particularly to the Pasadena area, which is commonly called the birthplace of the American bungalow and Craftsman style.

Amil T. Johnson, Builder

During the early 1900s in Spokane, it was not uncommon for architects and builders to be identified by certain architectural features, or “ciphers.” For example, Spokane architect W. W. Hyslop developed a specific bracket/brace design, which he used on many homes. Spokane builder John Anderson used individually or in combination brown, red, and orange-colored glazed ceramic tiles to cover roofs on many homes he built in Spokane. It is not surprising that Spokane carpenter and building contractor, Amil T. Johnson, became known for his signature design and cipher—hardwood floors articulated with narrow, dark-brown-stained inlaid mahogany and walnut perimeter floor strips. The Burr House is distinguished with the above-described inlaid floor strips around the perimeter of the home’s living room and dining room.

²⁹ Ibid.

³⁰ Sometime in the circa 1920s-1930s, the façade eyebrow dormer of the 18th Avenue house was relocated to the rear of the house, and replaced by a gable dormer.

³¹ Duchscherer, Paul.

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"California Bungalow in Rockwood Has Novel Features." *Spokesman-Review*, 9 June 1912

"Drowned in Medical Lake." *Albany Daily Democrat*. 13 October 1924

"Killed By One Shot." *Spokane Daily Chronicle*, 6 Sept 1905

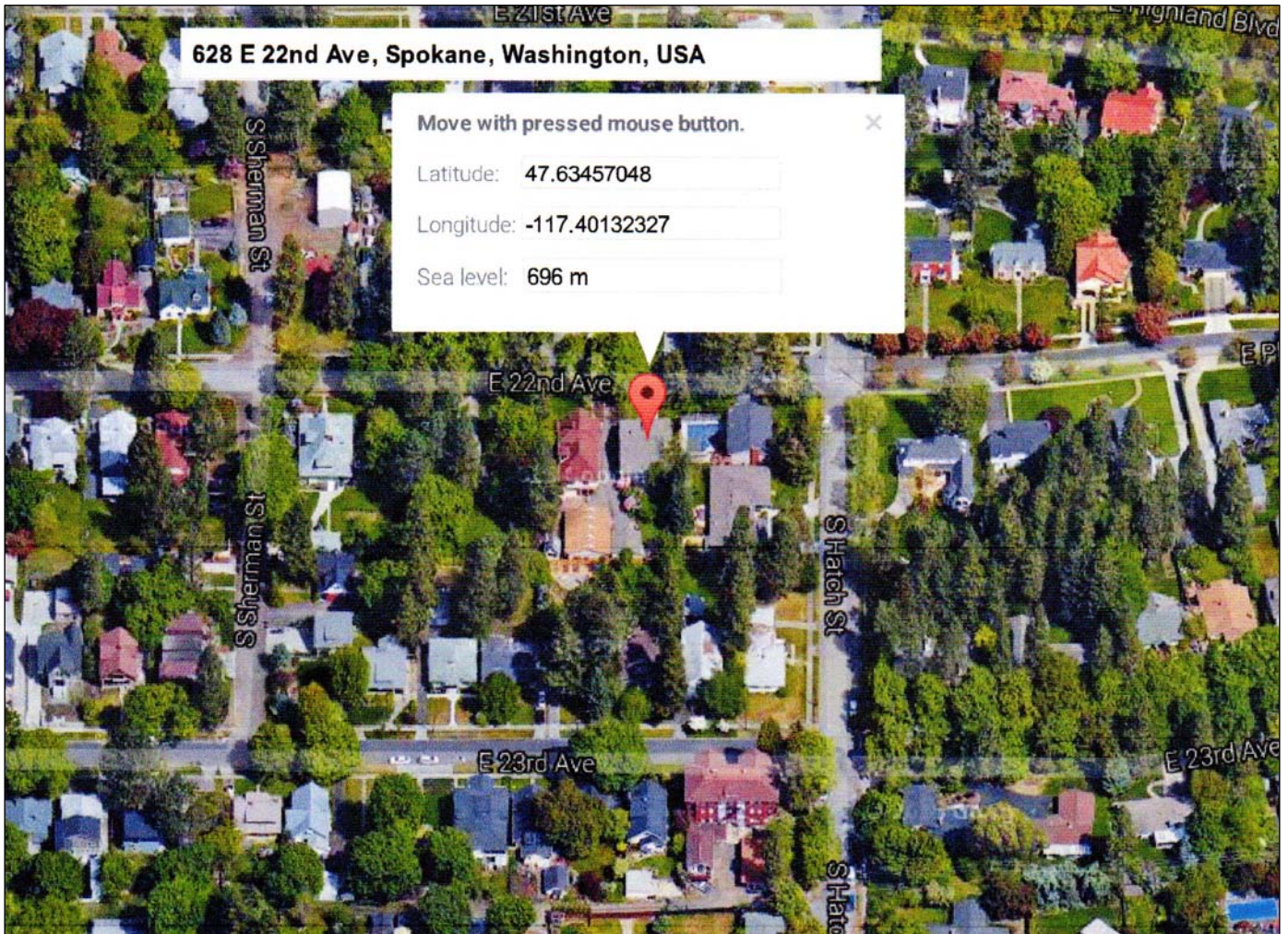
"Obituary: Allister Mack Laing." *Detroit Free Press*, 30 March 1938

"Shot a Bear Near Scotia." *Spokane Daily Chronicle*, 6 Sept 1905

Spokane City Directory advertisements. 1912-1916.

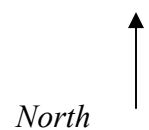
"Spokane Man Drowns While Duck Hunting." *Spokane Daily Chronicle*, 13 Oct 1924

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE

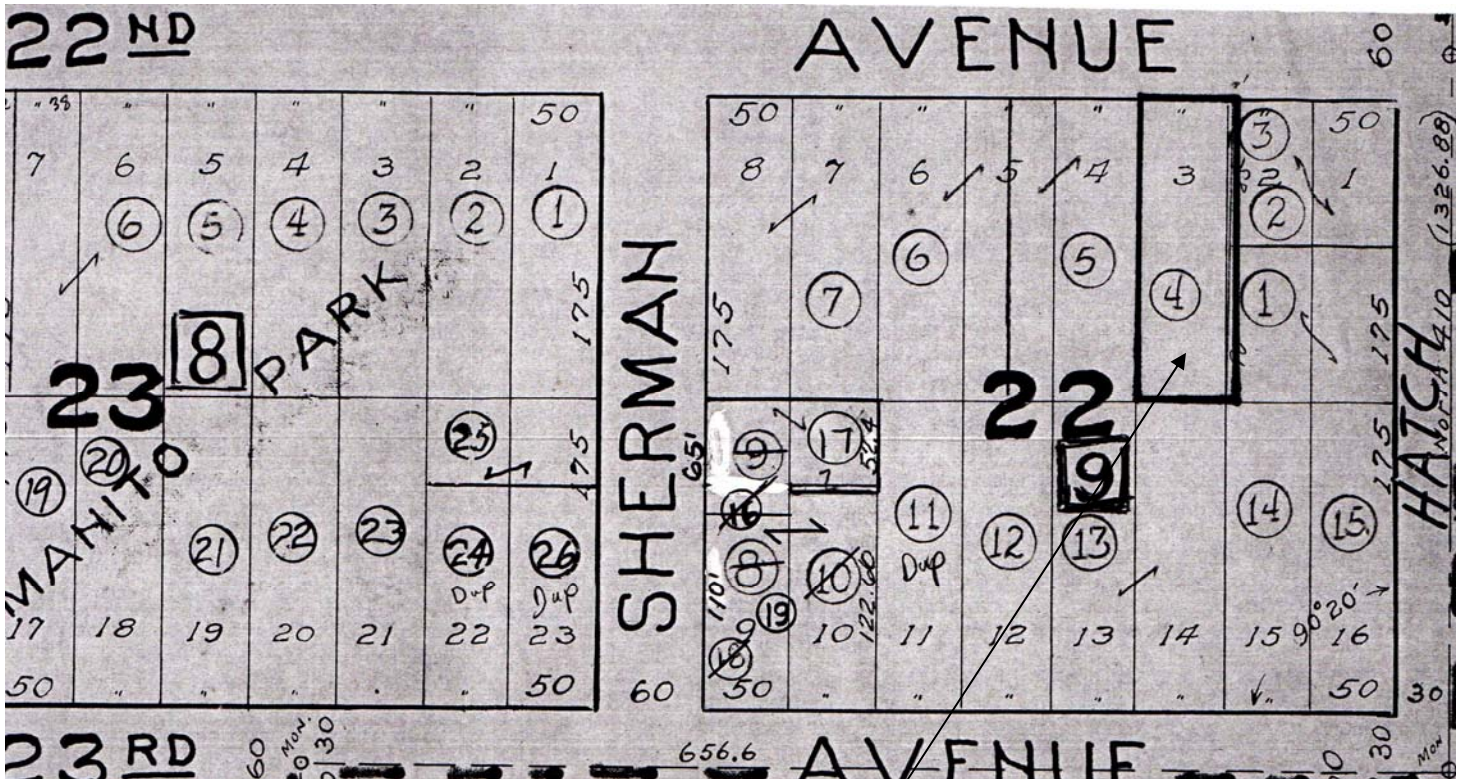


628 East 22nd Avenue in 2016

Source: Google Maps



Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE

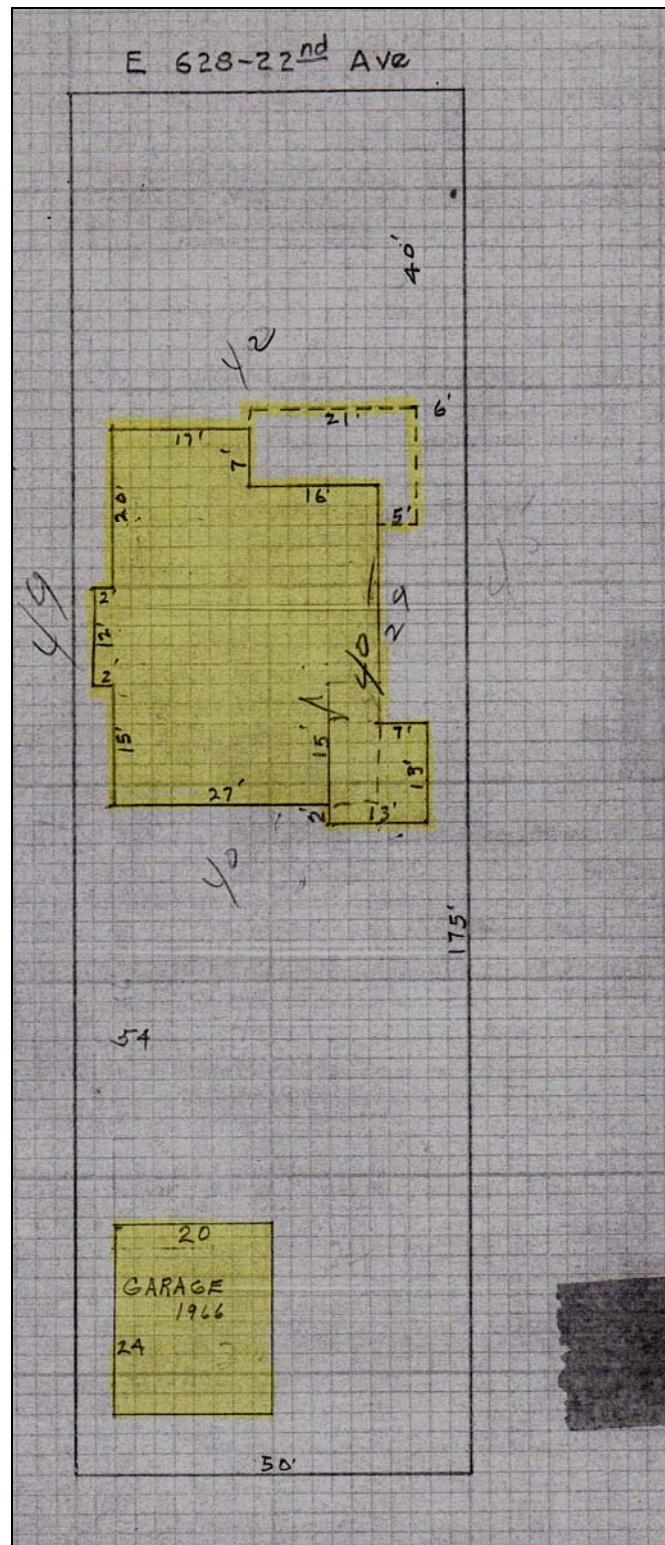


628 E. 22nd Avenue
Manito Park Second Addition, Lot 3, Block 22

Source: Spokane County Plat Map

North ↑

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Site Plan for 628 E. 22nd Avenue

**Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE**

Source: Spokane County Assessor

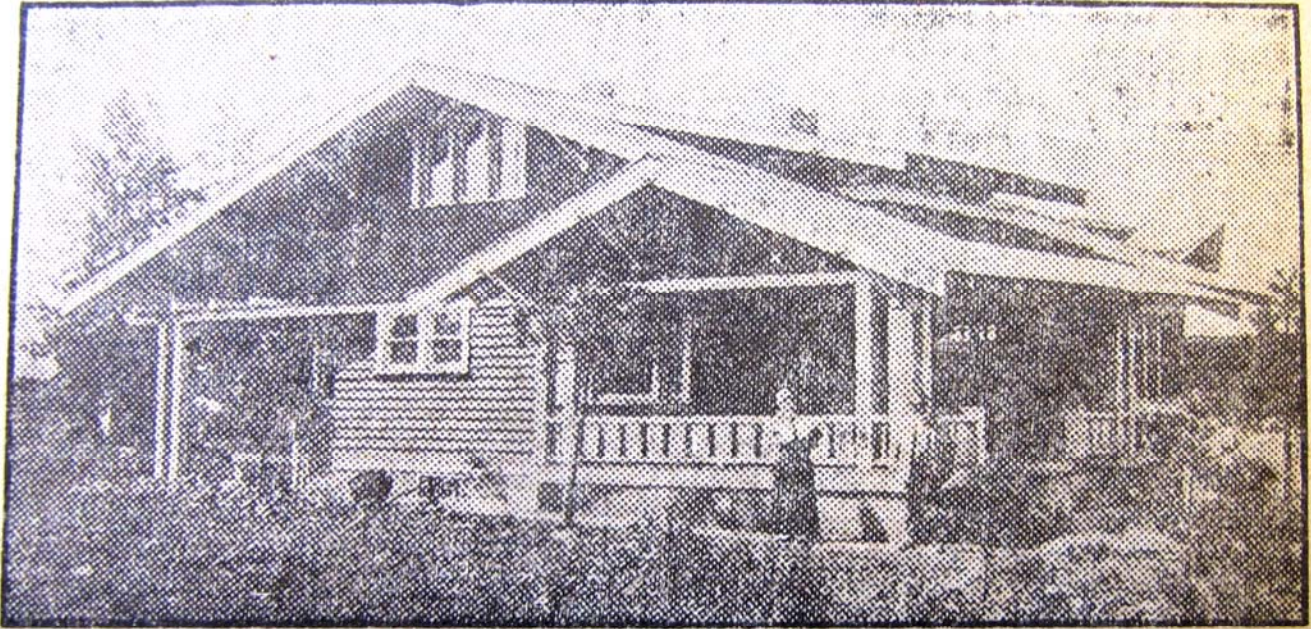


1966 Photo

Source: Spokane County Tax Assessor Photo

***Burr House
628 E. 22nd Avenue***

California Bungalow in Rockwood Has Novel Features



On plans which he brought with him from Los Angeles, A. M. Laing has just completed the erection of a very artistic bungalow on Eighteenth avenue in the Rockwood district. The house is finished on the architectural lines of the California bungalows. The low flat roofs, broad porches and pergola are exterior features of the construction.

The bungalow is finished with five-rooms, with room for three upstairs if it is decided to complete them. It is

finished with hardwood floors and is strictly modern in every respect.

All the built-in features are included in this novel home. In addition to a wide fireplace in the living room, with built-in bookcases on each side, there is a built-in sideboard and the kitchen is equipped with all the time and labor-saving devices. The house cost approximately \$3800.

Laing built the bungalow for investment purposes. J. W. Rouse, a local real estate man, is building a residence for himself on the same general plans.

"California Bungalow in Rockwood Has Novel Features." Spokesman-Review, June 13, 1912

This featured home is located at 1110 E. 18th Avenue in Spokane, WA. The design of the dwelling is identical to the historic Burr House, 628 E. 22nd Avenue, Spokane, WA, also built in 1912 by the same Spokane builder/developer, A. M. Laing.

SPOKANE MAN DROWNS WHILE DUCK HUNTING

—
Monroe V. Burr, age 45, 8820 1-3 Monroe street, formerly of the Burr Electrical company, was stricken with a heart attack while hunting in a collapsible duck boat on Little Medical lake yesterday afternoon, fell from the boat and was drowned.

His nephew, Roy Thurston of Hilliard, was with Mr. Burr and was thrown into the water when the boat capsized. He clung to the boat until Mrs. Fred Galbraith, wife of a farmer living near the lake shore rowed out from shore and pulled him to safety.

Mr. Burr had been a resident of Spokane for 33 years and is survived by his widow, Iva, and one daughter, Dorothy. He also leaves three brothers, R. R. and L. G. of Spokane, and L. M. San Francisco, and a sister, Mrs. Mary Thurston of Spokane. He was a member of the Elks lodge and the Knights of Pythias. The body is at Smith & Co.'s waiting funeral arrangements.

M. V. Burr, First Homeowner of Burr House

“Spokane Man Drowns While Duck Hunting.”
Spokane Daily Chronicle,
13 October 1924

Allister (Mack) Laing. Funera services for Mr. Laing at 2 p. m. Wednesday in the Fred G. Marshall Sons Parlors, 3462 E. Jefferson Ave. Cremation at Woodmere Cemetery.

Mr. Laing, who died Sunday at his home, 5111 Beaconsfield Ave., was born in Essex, Ont., 59 years ago, the son of the late Mr. and Mrs. Alexander Laing. From 1900 to 1911 he lived in Detroit and then went to Spokane, Wash., where for 15 years he was manager of Bradstreet, Inc., credit reporting agency. Three years ago he returned to Detroit and entered the real estate business. While in Spokane he was an elder of the Presbyterian church and a member of the Rotary Club and the Chamber of Commerce.

He leaves his wife, Mamie; two sisters, Mrs. W. S. Hill and Mrs. Norman E. Badger, and three brothers, Ernest N., A. Edison and H. Frederick Laing.

A. M. Laing, Builder/Developer of the Burr House

“Obituary: Allister Mack Laing.”

Detroit Free Press,

30 March 1938

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



*Historic Burr House – 628 E. 22nd Avenue
North façade in 2016*

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Northeast corner of home's north façade in 2016



South rear elevation in 2016

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



East elevation in 2016

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



West elevation in 2016

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Front porch at northeast corner in 2016, looking northeast



Front porch northwest corner in 2016, looking northwest

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Living room in 2016, looking southwest

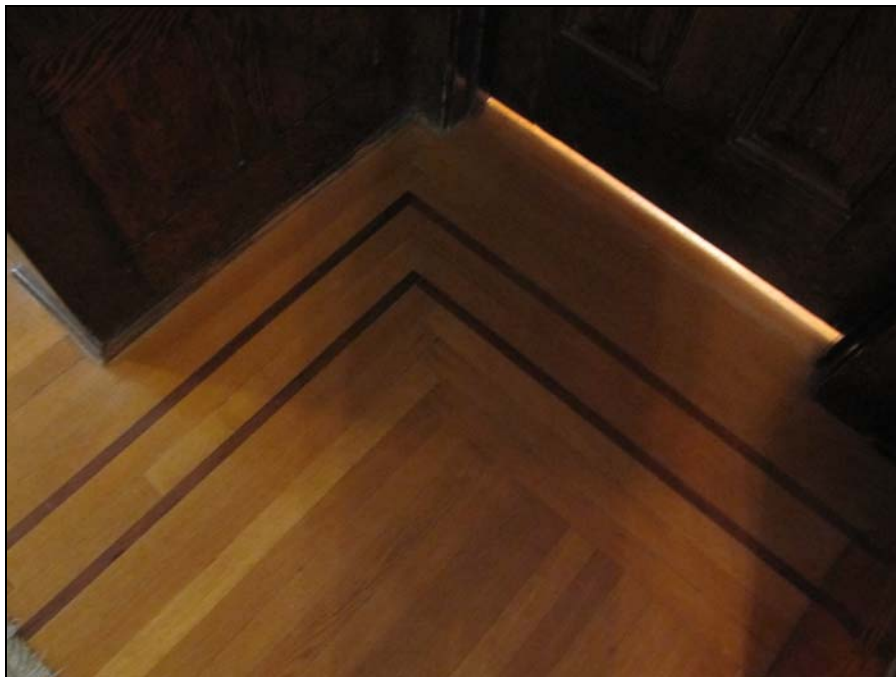


Living room in 2016, looking northwest

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Living room fireplace and built-in bookcase in 2016, looking south



Oak floor with mahogany/walnut inlaid perimeter strip in 2016

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



From living room to dining room in 2016, looking east



Dining room, looking northeast in 2016



Dining room built-in buffet and hutch in 2016

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Kitchen in 2016, looking south



Family room in 2016, looking south

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



Hallway built-in, looking west



Representative bedroom, looking west

Spokane City/County Register of Historic Places Nomination
MUNROE & HELEN BURR HOUSE



*Rock retaining wall in 2016.
Double-car garage in 2016.*

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

07/11/2016

Date Rec'd

6/22/2016

Clerk's File #

OPR 2016-0188

Renews #**Submitting Dept**

RISK MANAGEMENT

Contact Name/Phone

TIM DUNIVANT 6845

Contact E-Mail

TDUNIVANT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

RISK

Cross Ref #**Project #****Bid #****Requisition #**

CLAIMS

Agenda Wording

An amendment to the Special Counsel contract with Kutak Rock LLP in regard to the Frank Straub v City of Spokane matter. Additional funds are necessary.

Summary (Background)

The City entered into a contract with Kutak Rock LLP. The firm agreed to provide Special Counsel in the matter of Frank Straub v the City of Spokane. Additional funds are necessary.

Fiscal Impact

Expense \$ 101,300.00

Select \$

Select \$

Select \$

Budget Account

0000 00000 00000 00000

#

#

#

Approvals**Dept Head**

DUNIVANT, TIMOTHY

Division Director

DUNIVANT, TIMOTHY

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

WHITNEY, TYLER

Council Notifications**Study Session****Other****Distribution List**

tdunivant@spokanecity.org

Roy.Koegen@KutakRock.com

james.scott@ascrisk.com

Additional Approvals**Purchasing**

rimus@spokanecity.org



City of Spokane
CONTRACT AMENDMENT

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KUTAK ROCK LLP**, whose address is 510 West Riverside Avenue, Suite 800, Spokane, Washington 99201, as ("Firm").

WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide for the City SPECIAL COUNSEL in the matter of FRANK STRAUB v. THE CITY OF SPOKANE, a municipal corporation, CITY OF SPOKANE MAYOR DAVID CONDON, CITY OF SPOKANE CITY ATTORNEY NANCY ISSERLIS AND CITY ADMINISTRATOR THERESA SANDERS in their individual and official capacities; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated February 29, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become June 10, 2016.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$101,300.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Amendment document.

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

KUTACK ROCK LLP

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/27/2016
Clerk's File #	OPR 2016-0560
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BOBBY 625-7001	Project #	
Contact E-Mail	BWILLIAMS@SPOKANEFIRE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1970 - TRAFFIC SIGNAL PREEMPTION - AIRWAY HEIGHT INTERLOCAL		

Agenda Wording

Approve an Interlocal Agreement with the Airway Heights Fire Department for use of the City of Spokane Opticom Traffic Signal Preemption System for Emergency Vehicles.

Summary (Background)

This Interlocal Agreement will allow the Airway Heights Fire Department to receive traffic signal priority via Opticom when on an emergency response within the City of Spokane. Emergency response by bordering Fire Districts has become more common due to our Mutual Aid and Automatic Aid agreements. This will contribute to a safer and more efficient response for apparatus from surrounding Fire Districts. We anticipate additional Opticom requests from bordering Fire Districts.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WILLIAMS, BOBBY	Study Session	PSC 02/8/16
Division Director	WILLIAMS, BOBBY	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT		
For the Mayor	WHITNEY, TYLER		
Additional Approvals			
Purchasing		dstockdill @spokanefire.org	
		klamoreaux	
		korlob	

**INTERLOCAL AGREEMENT
TRAFFIC SIGNAL PREEMPTION FOR EMERGENCY VEHICLES**

THIS AGREEMENT entered into among AIRWAY HEIGHTS FIRE DEPARTMENT, a municipal corporation of the State of Washington, having offices for the transaction of business at 1208 S. Lundstrom, Airway Heights, Wa 99001, hereinafter referred to as "AIRWAY HEIGHTS FIRE DEPARTMENT" and the CITY OF SPOKANE, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY", jointly hereinafter referred to as the "parties", and individually a "party".

WITNESSETH:

WHEREAS, per the authority granted by RCW 39.34.010, it is the purpose of this chapter to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, it is in the parties best interest to work together on accomplishing the greatest good regarding the ongoing implementation and use of the traffic "Preempt System"; and

WHEREAS, it is mutually agreed that the City of Spokane Street Department, hereinafter referred to as "Street Department", will allow Traffic Signal Preemption for Emergency Vehicles, hereafter referred to as "Preempt System" to be installed on City owned intersections to increase the safety of authorized fire emergency vehicles and the traveling public; and

WHEREAS, it is mutually agreed that the Street Department will purchase, install, operate, and maintain the Preempt System --NOW THEREFORE,

The parties do mutually agree as follows:

SECTION NO. 1: PURPOSE

The purpose of the Agreement is to set forth the parties understanding of the terms and conditions under which the CITY will acquire and allow Preempt System access at traffic signals to AIRWAY HEIGHTS FIRE DEPARTMENT.

SECTION NO. 2 : DURATION

This Agreement shall be effective at 12:01 A.M. on May 16, 2016 and run until terminated by either party. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

SECTION NO. 3 : RESPONSIBILITIES OF THE CITY

- A. The Street Department shall be responsible for the purchase of the Preempt System components within the City limits. The CITY shall comply with all applicable legal procurement requirements;

- B. The Street Department shall be responsible for the installation and operation of the Preempt System within the City limits;
- C. If the Street Department determines that a violation of the attached version (Attachment "A") of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" (effective date September 1, 2007) has occurred by AIRWAY HEIGHTS FIRE DEPARTMENT, the procedures outlined in the policy shall be followed.

SECTION NO. 4: RESPONSIBILITIES OF AIRWAY HEIGHTS FIRE DEPARTMENT

- A. AIRWAY HEIGHTS FIRE DEPARTMENT personnel shall follow the procedures outlined in the attached version of the Street Department Policy "Use of Traffic Signal Preemption for Emergency Vehicles" or AIRWAY HEIGHTS FIRE DEPARTMENT's Standard Operating Procedure (SOP) "Driving Procedures" whichever is more restrictive.

SECTION NO. 5: ADDITIONAL USERS

- A Prior to additional Preempt System users gaining access to the Preempt System, they shall be required to coordinate and cooperate with AIRWAY HEIGHTS FIRE DEPARTMENT and the Street Department to ensure standardized Preempt System use, as well as confirming sufficient operational policies and operational protocols are in place.

SECTION NO. 6: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third (3rd) day following the day on which the same have been mailed by certified mail delivery, return receipt requested and postage prepaid addressed to the parties at the addresses set forth below, or at such other address as the parties shall from time-to-time designate by advanced notice in writing to the other parties:

CITY:	Mayor or designee City of Spokane 808 West Spokane Falls Boulevard Spokane, Washington 99201
	Street Department Director City of Spokane 901 N. Nelson Street Spokane, Washington 99202-3769
AIRWAY HEIGHTS FIRE DEPT:	Fire Chief Mitch Metzger Airway Heights Fire Department 1208 S Lundstrom

SECTION NO. 7: ASSIGNMENT

This Agreement shall be binding upon the parties, their successors and assigns. Neither party may assign, in whole, or in part, its interest in this Agreement without the prior approval and consent of the other party, consent not unreasonably withheld.

SECTION NO. 8: LIABILITY

AIRWAY HEIGHTS FIRE DEPARTMENT shall indemnify, defend and hold harmless the CITY, its officers and employees from all claims, demands, or suits in law or equity arising from AIRWAY HEIGHTS FIRE DEPARTMENT's intentional or negligent acts or breach of its obligations under the Agreement. AIRWAY HEIGHTS FIRE DEPARTMENT's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the AIRWAY HEIGHTS FIRE DEPARTMENT, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY'S intentional or negligent acts or breach of its obligations under the Agreement. The CITY'S duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of AIRWAY HEIGHTS FIRE DEPARTMENT, its officers and employees.

If the comparative negligence of the parties, their officers or employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

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

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

SECTION NO. 9: INSURANCE

During the term of the Agreement, each party shall maintain in force at its own expense, each insurance noted below:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. Each party shall provide

that the other party, its officers and employees are additional insureds but only with respect to this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice to the other party.

As evidence of the insurance coverages required by this Agreement, AIRWAY HEIGHTS FIRE DEPARTMENT furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. Each party shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SECTION NO. 10: ANTI-KICKBACK

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

SECTION NO. 11: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 12: COMPLIANCE WITH LAWS

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

SECTION NO. 13: NON-DISCRIMINATION

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

SECTION NO. 14: MISCELLANEOUS

- A. NON-WAIVER: No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. ENTIRE AGREEMENT: This Agreement contains terms and conditions agreed upon by the parties. This Agreement is merged and represents a full integration of the parties intentions. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the parties unless such change or addition is in writing, executed by the parties.
- C. MODIFICATION: No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. HEADINGS: The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference.
- E. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. SEVERABILITY: If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall not be affected in regard to the remainder of the Agreement.
- G. RELATIONSHIP OF THE PARTIES: The parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of AIRWAY HEIGHTS FIRE DEPARTMENT shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of AIRWAY HEIGHTS FIRE DEPARTMENT for any purpose.

SECTION NO. 15: RCW 39.34 REQUIRED CLAUSES

- A. PURPOSE: See Section No. 1 above.
- B. DURATION: see Section No. 2 above.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See provisions above.
- E. AGREEMENT TO BE FILED: The CITY shall file this Agreement with its City Clerk place it on its web site or other electronically retrievable public source. AIRWAY HEIGHTS FIRE DEPARTMENT, at its option, may file this Agreement with the Spokane County Auditor.
- F. TERMINATION: See Section No. 2 above.

DATED: May 16, 2016

AIRWAY HEIGHTS FIRE DEPARTMENT


Fire Chief

DATED: _____

CITY OF SPOKANE

By: _____
For the Chief Operating Officer

Attest:

Approved as to form:


City Clerk - ~~Assistant~~

Assistance City Attorney

15-503

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

[CONSULTANT / COMPANY NAME]

E-Mail address, if available:

By: _____

Title: _____

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.



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/27/2016
Clerk's File #	OPR 2016-0561
Renews #	
Cross Ref #	
Project #	2010087
Bid #	
Requisition #	CR 16994

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	KYLE TWOHIG 625-6152
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - CG/CM CONTRACT WITH OAC SERVICES

Agenda Wording

Contract with OAC Services for GC/CM Project Management Services for the CSO Control Facility 24 at 1st Avenue and Adams Street.(Riverside Neighborhood Council)

Summary (Background)

The City's Combined Sewer Overflow Control Plan calls for a 1.9 million gallon tank to manage flows from what's known as Basin 24. This basin includes much of the downtown and its considerable hard space, and it requires building a tank in an already very-developed area in our urban core on a 1/3 acre site at 1st Avenue and Adams Street. OAC Services was selected off of the consultant roster as the most qualified firm to support the City of Spokane's

Fiscal Impact		Budget Account	
Expense	\$ 179,038.00	#	4340 43416 94000 56501 10025
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 6/27/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	WHITNEY, TYLER	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	
		kbustos@spokanecity.org	
		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

application and administration of alternative delivery, namely GC/CM. The scope of the contract is to provide needed advisory and support services for alternative delivery as the City grows its expertise in this delivery method, and to supplement project management capacity as needed. Engineering intends to submit an application for approval from the Washington State Project Review Committee for GC/CM alternative delivery on CSO 24 in July.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
June 27, 2016

Subject:

Contract with OAC Services for GC/CM Support and Project Management Services for CSO Control Facility 24 at 1st and Adams

Background:

The City's Combined Sewer Overflow Control Plan calls for a 1.9 million gallon tank to manage flows from what's known as Basin 24. This basin includes much of the downtown and its considerable hard space, and it requires building a tank in an already very-developed area in our urban core on a 1/3 acre site at 1st and Adams.

OAC Services was selected off the consultant roster as the most qualified firm to support the City of Spokane's application and administration of alternative delivery, namely GC/CM. The scope of the contract is to provide needed advisory and support services for alternative delivery as the City grows its expertise in this delivery method, and to supplement project management capacity as needed. Engineering intends to submit an application for approval from the Washington State Project Review Committee for GC/CM alternative delivery on CSO 24 in July.

OAC is performing well for Engineering Services in the same capacity (less the project management) on the CSO 26 control facility, also delivered via GC/CM.

Impact:

This is a time and material contract, the cost of the proposed services is not to exceed \$179,038.

Action:

For council consideration. The contract will be forwarded for council approval.

Funding:

This is a \$25 million tank project that will be paid for with Water-Wastewater capital funds, including the Green Bonds the City sold in 2014.



905 W. Riverside Ave., Suite 510, Spokane, WA 99201
509.464.2206 : main 509.464.2208 : fax
www.oacsvcs.com

June 22, 2016

Mr. Kyle Twohig
Engineering Operations Manager
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Subject: Spokane Falls CSO 24 Control Facility —GC/CM Consulting Services Proposal

Dear Kyle:

This letter is intended to serve as OAC's scope of work and fee proposal to provide consulting services to assist the City of Spokane Public Works in the application of the General Contractor/Construction Manager (GC/CM) delivery method. OAC's overall role is to advise the Public Works team on the application of this delivery method to maximize value, reduce risk and develop Public Works' internal capacity to use GC/CM on future projects.

The City, at its discretion, may require and request OAC to provide additional project management support during the design, construction and project closeout phases of the project. Our current staffing level can support this request with qualified alternative contract delivery project management expertise. The negotiated scope of work and fee proposal for the additional on-call services is at attachment B.

Following is a list of GC/CM Consultant tasks to be undertaken by OAC:

- 1. Develop project understanding.** Meet with City of Spokane's in-house engineering design staff, and City project staff to gain a deeper understanding of the overall goals of the project, the expectations of the GC/CM contractor, and project goals. This information will guide all future OAC efforts on behalf of the project.
- 2. Develop Roles and Responsibilities Matrix.** Clearly define the overall management structure.
- 3. Provide GC/CM orientation to City staff (if needed).** Rusty and Greg are available to provide GC/CM training to augment the scheduled June 2016 AGC GC/CM training to in-house engineering design and project management staff and strengthens the City's commitment to the PRC to provide additional GC/CM training. In addition, this approach assists project participants align expectations including capital projects staff members, plant operators and procurement staff.
- 4. Contribute to Project Review Committee Application.** OAC will provide input to the existing draft PRC application including document preparation, detailed information gathering, editing and final preparation. OAC will draft responses to PRC questions, prepare PRC presentation materials, assist and coach presenters in the PRC presentation practice and organize the presentation. Recommend that the City in-house engineering staff prepare and provide concept drawings for the application by June 24, 2016.



5. **Prepare GC/CM procurement documents.** Using our highly refined RFQ, RFP and Fee Proposal templates used on 36 past GC/CM projects, OAC will customize procurement for the CSO #24 project, focusing our procurement on obtaining the strongest possible team at a market fee structure.
6. **Prepare GC/CM contract documents.** Working with Spokane attorneys, with assistance from Perkins-Coie, build contracts and general conditions to promote collaboration, risk management and open communications.
7. **Organize and oversee GC/CM evaluation, scoring, interviews and award.** Together with City procurement officials, OAC will schedule scoring meetings, documentation, short-listing and notification. OAC will schedule, convene and chair contractor interviews, scoring, and notification focusing on the strength of contractor team members and alignment with the City's overall goals. OAC will prepare total scoring spreadsheets for Fee and General Conditions proposals, organize fee proposal opening and recommend award in alignment with City policies.
8. **Maintain and deliver complete files of all procurement documentation for turn over to City officials.**
9. **Organize and support GC/CM kickoff and partnering session.** OAC will support fast GC/CM-City-Project and in-house engineering design team integration by attending kickoff meetings, assisting in the negotiations of the pre-construction services agreement, and any contract term negotiations.
10. **Consult with the City throughout preconstruction services, design and construction regarding GC/CM application.** OAC project managers will stay in touch with job progress through attendance at meetings when required, reviewing meeting minutes, phone conferences and other meetings on a regular basis in support of effective use of GC/CM delivery and contract compliance issues. OAC will advise the City and other project participants on subcontractor and supplier procurement, early bid packages, MACC negotiations, MCCM and ECCM use, contingencies, GC/CM self-performed work, negotiated support services, incentives and other issues.
11. **Provide on call Project Management Services.** At the City's discretion and direction, OAC will augment existing staff with project management services during design, construction or closeout phases.

Schedule of Service

The City provided the draft PRC overview schedule as part of its draft PRC application showing the key timeframes for the major phases of the project. OAC will work with City upon award of the consulting services to update and develop a more detailed schedule to include in the procurement process.



To maximize the value of GC/CM delivery, OAC recommends procuring the GC/CM contractor at the earliest possible timeframe. The following major milestones were used to assemble this proposal *(Subject to revisions by City of Spokane)*:

Execute OAC agreement	June 14, 2016
Finalize the Project Team	June 4, 2016
City Attend AGC GC/CM training	June 13-14, 2016 (OAC may not attend)
Complete Draft PRC Application	June 28, 2016
GC/CM Application Submitted	June 29, 2016
Draft PRC Presentation	July 18, 2016
Prepare and submit PRC Questions	July 21-26, 2016
Rehearse PRC Presentation	
PRC Meeting and Presentation	July 28, 2016
Issue Heavy GC/CM RFQ	August 4, 2016
Complete Short-list, interviews	September 26, 2016
Fee proposals	
Award GC/CM	October 10, 2016
GC/CM Preconstruction Services	October 2017 – May 2017
Design, Engineering, Permitting	August 2016 – April 2017
Subcontract bidding, buyout	April – May 2017
Negotiate self-performed work	
Negotiate MACC	
Construction	April 2017 – April 2019
Commissioning, start-up & testing	November 2018
Project Complete	April 2019

Deliverables

OAC anticipates project deliverables the following deliverables at each project stage.

Many of these documents, spreadsheets and forms are ready to go templates based on OAC's extensive GC/CM portfolio.

Project Phase	Deliverables
Project Understanding & Initiation	<ul style="list-style-type: none">• Roles and Responsibilities Matrix—who does what?• Communications Plan—how does OAC fit in• Master Schedule—informs pre-construction services fees• Project Budget and Reporting Tools—define City requirements and how does GC/CM integrate
Project Review Committee Approval	<ul style="list-style-type: none">• Project Approval Application — review and make recommendations to draft City application• PRC questions and answers prior to presentation• PRC presentation Power Point• PRC presentation coaching• Attend/support City GC/CM project presentation

GC/CM Procurement	<ul style="list-style-type: none"> • Procurement strategy—assume Heavy Civil • GC/CM presentation and discussion to City staff (if needed) • Request for Qualifications, (RFQ) • Cost Responsibility Matrix • Request for Fee Proposal (RFFP) • Specified General Conditions and Fee Proposal form • GC/CM contracts—prepared by attorney • Selection matrices and record of decisions
Design, Pre-Construction Phase	<ul style="list-style-type: none"> • Pre-construction fee negotiations and recommendations • Early procurement or early bid package recommendations • Meeting attendance as needed • Review early bid packages • Augment City staff with negotiated on call PM/CM services
Construction , Commissioning and Occupancy	<ul style="list-style-type: none"> • Augment City staff with negotiated on call PM/CM services • Contractor payment review report (monthly) • Site Observation Reports (monthly) • Monthly Progress Reports • Contract Change Orders (if needed) • Project Integration and Owner Occupancy Schedule
Closeout	<ul style="list-style-type: none"> • Final change order draft and negotiation • Organize and oversee final audit and closeout of any findings.

Proposed Fees

OAC proposes its GC/CM Consultant services and fee proposal is to be provided on a time and expense basis with an agreed not-to-exceed contract sum of \$119,601 dollars. The additional project management support services is to be provided on a time and material expense basis with an agreed not-to-exceed contract sum of \$59,437 dollars. The scope of services for the additional project management support and fee proposal is at Attachment B. Total contract is a not-to-exceed amount of \$179,038 dollars. The fee is based upon our engagement from June 2016 to April 2019.

The proposed not-to-exceed fee proposal is based on the information available at the time of proposal. OAC staff rates listed below are applicable through December 2016 and are adjusted annually by 5%. Hourly rates including all labor, benefits, taxes, insurance, technology and supplies are on the next page. Travel expenses including standard mileage and airfare will be marked up by 10%.



OAC Staff Hourly Rates

Role	Name	2016 Rate	2017 Rate	2018 Rate	2019 Rate	2020 Rate
Principal	Dan Chandler	\$242	\$254	\$267	\$280	\$294
Program Manager	Greg Brown	\$158	\$166	\$174	\$183	\$192
Sr. Project Manager	Rusty Pritchard	\$140	\$147	\$154	\$162	\$170
Project Controls Manager	Katharyn Getchell	\$135	\$142	\$149	\$156	\$164
Project Coordinator	Elizabeth Rosenbeck	\$79	\$83	\$87	\$91	\$96

The project's anticipated travel and reimbursable expenses include travel to/from Seattle for the Project Review Committee project application, presentation and reproduction, mailing services.

Please see Attachments A and B for complete breakdown of fees.

This scope and fee proposal is subject to agreeable contract terms and conditions. Thank you again for this opportunity to serve your department and the City of Spokane.

Sincerely,

Gregory S. Brown, AIA
Associate

Enclosures:

Attachment A – Fee Breakdown

Attachment B - Fee Breakdown and scope of services

ATTACHMENT A

[illegible][illegible][illegible]

FEES	2019												2020												
Project Staff	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Program Manager	183	183	183	183	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11646
Sr. Project Manager	2593	2593	2593	2593	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93908
Project Controls Mgr	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5400
PE/Systems Specialist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Coordinator	183	183	183	183	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7299
Direct Cost Project Total	2959	2959	2959	2959	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 118,253
																								Reimbursables	\$ 1,348
																								Fee Proposal	\$ 119,608

Role	Name	2016 Rate	2017 Rate	2018 Rate	2019 Rate	2020 Rate
Principal	Dan Chandler	\$242	\$254	\$267	\$280	\$294
Program Manager	Greg Brown	\$158	\$168	\$174	\$183	\$192
Sr. Project Manager	Rusty Pritchard	\$140	\$147	\$154	\$162	\$170
Project Controls Mgr	Katharyn Getchell	\$133	\$142	\$149	\$156	\$164
PE/Systems Specialist	TBD	\$0	\$0	\$0	\$0	\$0
Project Coordinator	Elizabeth Rosenbeck	\$79	\$83	\$87	\$91	\$96

	Airfare	Rental Car	Gas / Mileage	Parking	Per Diem	Printing / Supplies	S/Total	w/10% MU
Dan	\$ -		\$ 50				\$ 50	\$ 55
Rusty	\$ 350	\$ 85	\$ 10	\$ 10	\$ 25		\$ 480	\$ 528
Greg	\$ 350		\$ 10	\$ 10	\$ 25		\$ 395	\$ 435
Project Office Supplies L/S						\$ 300	\$ 300	\$ 330
Reimbursables Totals	\$ 700	\$ 85	\$ 70	\$ 20	\$ 50	\$ 300	\$ 1,225	\$ 1,348

Task # Scope of Additional Task/Scope Description for additional service – Project Management Services

Project Controls – Schedule and Budget

- 1 Develop/maintain a master milestone schedule.
- 2 Updates Project Budget from July – December 2016; transitions to COS in 2017.
- 3 Review GC/CM invoices in all phases; make recommendation for payment to Manager, Engineering Services.
- 4 Develops early bid packages with COS engineering staff, estimates rough order of magnitude (ROM); prepares for signature.
- 5 Prepares monthly budget report to Manager, Engineering Services (July – December 2017).
- 6 Review 60% and 90% CD estimates; provide input to COS and GC/CM; align budget and design; hold 2 estimate MACC reconciliation meetings.

Project Administration

- 1 Coordinates with in house staff on issues (36 weeks).
- 2 Familiarization with City of Spokane Public Works contracting processes, procedures and paperwork.
- 3 Increase document control MH in all phases of the project after Dec 2016 (this is above base bid scope of work).

Design Management Phase

- 1 Attends weekly design meetings with In house staff and GC/CM; drafts/distributes notes and agendas (Jan – Mar 2017).
- 2 Reviews and provides comments on GC/CM safety plan.
- 3 Reviews/provides comments and recommendations on GC/CM subcontracting plans and budget reconciliation.
- 4 Takes the lead in MACC/GMP negotiations.
- 5 Plans, attends and records subcontractor buyout bid packages meetings, bid openings.

Construction Management Phase

- 1 Reviews GC/CM monthly CPM and provides comments to GC/CM and COS.
- 2 Reviews all GC/CM construction administration logs.

ATTACHMENT B

Project Name	City of Spokane, CSO #24 Control Facility																														
City of Spokane Proposed Project Schedule	PRC/GCCM RFQ		PROCURE GCCM			GCCM PRECON SVCS						S/C BUYOUT		CONSTRUCTION PHASE																	
		CITY DESIGN/PERMIT PHASES																													
MAN-HOURS	2016							2017												2018											
Project Staff	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Program Manager	-	-	1	1	1	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Sr. Project Manager	2	6	9	15	9	9	27	16	26	40	16	13	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
Project Controls Mgr	6	6	6	6	6	6	6	6	2	2	2	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
PE/Systems Specialist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Project Coordinator	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Project Total	8	12	16	22	16	16	34	19	29	43	19	18	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	

FEES		2016							2017												2018											
Project Staff	June	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	
Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Program Manager	0	0	158	158	158	158	158	166	166	166	166	166	166	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Sr. Project Manager	280	840	1260	2100	1260	1260	3780	2352	3822	5880	2352	1911	441	441	441	441	441	441	441	463	463	463	463	463	463	463	463	463	463	463		
Project Controls Mgr	810	810	810	810	810	810	810	213	213	213	213	496	496	496	496	496	496	496	496	521	521	521	521	521	521	521	521	521	521	521		
PE/Systems Specialist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Project Coordinator	0	0	0	0	0	0	0	41	41	41	41	41	41	41	41	41	41	41	41	44	44	44	44	44	44	44	44	44	44	44		
Direct Cost Project Total	1090	1650	2228	3068	2228	2228	4748	2772	4242	6300	2772	2615	979	979	979	979	979	979	979	1028	1028	1028	1028	1028	1028	1028	1028	1028	1028	1028		

City of Spokane Proposed Project Schedule	CONSTRUCTION PHASE																								
MAN-HOURS	2019												2020												
Project Staff	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Program Manager	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10.0
Sr. Project Manager	3	3	3	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	257.0
Project Controls Mgr	4	4	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	132.0
PE/Systems Specialist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Project Coordinator	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14.0
Project Total	7	7	7	7	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	413.0

FEES		2019												2020												TOTAL	
Project Staff	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL		
Principal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
Program Manager	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,620		
Sr. Project Manager	486	486	486	486	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 37,685		
Project Controls Mgr	547	547	547	547	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 18,929		
PE/Systems Specialist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -		
Project Coordinator	46	46	46	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 1,203		
Direct Cost Project Total	1079	1079	1079	1079	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 59,437		
																								Reimbursables	\$ -		
																								Fee Proposal	\$ 59,437		

Role	Name	2016 Rate	2017 Rate	2018 Rate	2019 Rate	2020 Rate
Principal	Dan Chandler	\$242	\$254	\$267	\$280	\$294
Program Manager	Greg Brown	\$158	\$166	\$174	\$183	\$192
Sr. Project Manager	Rusty Pritchard	\$140	\$147	\$154	\$162	\$170
Project Controls Mgr	Kathryn Getchell	\$135	\$142	\$149	\$156	\$164
PE/Systems Specialist	TBD	\$0	\$0	\$0	\$0	\$0
Project Coordinator	Elizabeth Rosenbeck	\$78	\$83	\$87	\$91	\$96

	Airfare	Rental Car	Gas / Mileage	Parking	Per Diem	Printing / Supplies	S/Total	w/10% MU
Dan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rusty	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Greg	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Office Supplies L/S	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursables Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

MINUTES OF SPOKANE CITY COUNCIL

Monday, June 20, 2016

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Chambers in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call

On roll call, Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref were present.

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

Advance Agenda Review

The City Council received an overview from staff on the June 27, 2016, Advance Agenda items.

First Reading Ordinance C35413

Motion by Council Member Mumm, seconded by Council Member Waldref, **to suspend** the rules; **carried unanimously**.

Motion by Council Member Kinnear, seconded by Council Member Fagan, **to add** First Reading Ordinance C35413 relating to the downtown parking and business improvement area; amending sections 4.31.030, 4.31.070, 4.31.080, 4.31.090, and 4.31.140 of the Spokane Municipal Code to the June 20, 2016, Legislative Agenda; **carried unanimously**.

Action to Approve June 27, 2016, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the June 27, 2016, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

Motion by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, June 27, 2016, **carried unanimously**.

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council considered the June 20, 2016, Current Consent Agenda items.

Contract Extension #2 with the Seabold Group (OPR 2016-0025)

Motion by Council Member Beggs, seconded by Council Member Kinnear, **to suspend** the Council Rules; **carried 6-1 (Council Member Fagan voting “no”)**

Motion by Council Member Beggs, seconded by Council Member Mumm, **to add** Contract Extension #2 with the Seabold Group to today’s (June 20) Consent Agenda; **carried 6-1 (Council Member Fagan voting “no”)**

CONSENT AGENDA

Upon motion of Council Member Stratton, seconded by Council Member Waldref, Council unanimously *(see below Clerical Note) approved Staff Recommendations for the following:

Purchase from US Micro an estimated 161 desktop computers and 4 notebooks for the Police Department utilizing Spokane County contract P7858-001 through the City/County Interlocal Agreement—2-year cost of \$220,000. (OPR 2016-0486)

Low Bid of Halme Construction, Inc. (Spokane, WA) for West Plains to SIA System Connection—\$683,406.18 (plus tax). An administrative reserve of \$68,340.62 (plus tax), which is 10% of the contract price (plus tax) will be set aside. (West Hills Neighborhood) (PRO 2016-0026 / ENG 2015168)

Loan Agreements & other documents with:

- a. 1 South Madelia LLC (Spokane, WA) for construction of a 36-unit apartment building at 1 and 51 S. Madelia St.—\$300,000 HOME funds. (East Central Neighborhood) (OPR 2016-0487)
- b. Inland Empire Residential Resources (Spokane, WA) for construction of duplex with accessible units at 2418 E. 4th Ave.—\$280,000 HOME CHDO funds. (East Central Neighborhood) (OPR 2016-0488)
- c. Konstantin & Tatyana Vasilenko (Spokane, WA) for rehabilitation of a house and construction of five additional units at 611 South Scott Street—\$395,000 HOME funds. (East Central Neighborhood) (OPR 2016-0489)

Contract Amendment with SNAP to add CDBG funding to accomplish 49 loans to low-income homeowners for life, health and safety home repairs. Total amended Contract amount—\$1,752,946. (Citywide) (OPR 2015-0266 / RFP 4076-14)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through June 10, 2016, total \$6,392,411.41 (Check Nos. 525805-525994; ACH Payment Nos. 26823-27044), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$5,984,134.29. (CPR 2016-0002)

City Council Meeting Minutes: June 9, 2016. (CPR 2016-0013)

Contract Extension #2 with the Seabold Group (Seattle WA) for independent investigative services concerning the end of former Police Chief Frank Straub's tenure—increase of \$50,000 for a total contract amount of \$123,000. (OPR 2016-0025)

*(Clerical Note: Following the meeting, Council Member Fagan indicated to Acting City Clerk Laurie Farnsworth that he intended to vote “no” for approval of the Consent Agenda item above relating to Seabold Group, and he requested the record reflect his “no” vote.)

Initiative No. 2016-1 Regarding a Charter Amendment Prohibiting Coal and Crude Oil Transport by Rail (LGL 2016-0027)

Acting City Clerk Laurie Farnsworth reported on Proposed Initiative No. 2016-1. On June 10, 2016, Gunnar Holmquist, M.D., filed a proposed initiative with the Office of the City Clerk. Pursuant to SMC 2.02.230, the City Attorney's Office reviewed the measure and in consultation with the sponsor prepared a ballot title and summary of measure. Per SMC 2.02.040 and Charter Section 125, upon receiving this report from the City Clerk, the City Council may submit the initiative measure to the voters on its own motion. If the City Council does not take either action, the City Clerk shall forward the initiative and ballot title and summary of measure to the City Hearing Examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure within 14 days of receiving the initiative measure from the City Clerk.

No action was taken by the City Council on this matter; therefore, the Office of the City Clerk will forward the initiative and ballot title and summary of measure to the City Hearing Examiner.

Contract Extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated (OPR 2015-0584)

Upon consideration of the Contract Extension with Greater Spokane Incorporated, Council President Stuckart requested a motion to defer the matter until July 25. Council President Stuckart noted he had a good meeting with Todd Mielke, and he would like Mr. Mielke to meet with the other council members. Subsequently, the following action was taken:

Motion by Council Member Stratton, seconded by Council Member Mumm, **to defer** to the Contract Extension with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated for Federal

Lobbying Services (\$18,000) and Business Recruitment Assistance (\$28,220) to July 25, 2016; **carried unanimously.**

Council Recess/Executive Session

The City Council adjourned at 4:05 p.m. The City Council immediately reconvened into an Executive Session for 25 minutes to discuss pending litigation. Special Counsel Mike McMahon was present during the Executive Session. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Council President Stuckart.

Roll Call

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

City Council's Policy Advisor Brian McClatchey and Acting City Clerk Laurie Farnsworth were also present.

ADMINISTRATIVE REPORTS

Aging and Long Term Care of Eastern Washington (ALTCEW)

Lynn Kimball from Aging and Long Term Care of Eastern Washington provided an agency update. She provided an overview of who the agency served last year and what the agency does in the community. ALTCEW is an agency that helps older adults and people with disabilities to stay in their homes and in their communities as they age. ALTCEW provides supportive services and it serves a five-county region throughout Eastern Washington including the City of Spokane. ALTCEW's mission is to promote wellbeing, independence, dignity, and choice for all older persons and everyone needing long term care. Ms. Kimball noted ALTCEW has a broad array of services it provides in the community so everything from community living connections where anyone can call and get assistance figuring what resources are available, how to access them, how to problem solve, how to put together a plan of support to keep them stable in their homes, to home delivered meals through the Meals on Wheels program at Greater Spokane County, legal assistance through Gonzaga University legal assistance, a number of different supports and services including the Medicaid program that helps keep people in their homes through an in home care giver. Ms. Kimball mentioned the number of partners in the community. She noted about 51 percent of the funding that comes into the agency goes back out into the community to other partners. Ms. Kimball also responded to Council inquiries.

BOARD, COMMISSION, AND COMMITTEE VACANCIES

Council Member Mumm announced the following Board, Commission, and Committee vacancies:

- Design Review Board: Three positions - one citizen at large, one real estate developer, and one civil structural engineer, and the deadline is June 24.
- East Sprague PBIA Advisory Board: Seven positions to establish the board and the deadline is June 30.
- Northeast Public Development Authority: One position for a business representative and deadline is June 30.
- Human Rights Commission: Four positions - two at large positions and one District 1 position and one District 3 position, and the deadline is tonight, June 20.
- West Quadrant Tax Increment Financing Neighborhood Project Advisory Committee: Four positions and deadline is June 30.

For more information, citizens can visit the application page at <https://my.spokanecity.org/bcc/> or call 625-6250.

There were no **Appointments**.

COUNCIL COMMITTEE REPORTS

Planning and Economic Development Committee Meeting

Council Member Mumm reported on the Planning and Economic Development Committee meeting held earlier today (June 20, 2016). Minutes of the Planning and Economic Development Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Planning and Economic Development Committee.

Public Safety Committee Meeting

Council Member Kinnear reported on the Public Safety Committee meeting held earlier today (June 20, 2016). Minutes of the Public Safety Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee.

OPEN FORUM

Alan McDowell commented on a domestic violence situation, and he stated he disagrees with the way the Police Department is handling these incidences.

John Seckar commented on the 2927 East Hoffman in Hillyard and stated the property has at least associated with it 50-75 complaints. He also commented that 3011 E. Wellesley has as many or more complaints. In addition, he commented on 4620 North

Regal. He noted the neighborhood needs more help in the Hillyard neighborhood to clean it up.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

Emergency Budget Ordinances C35405 and C35410

Subsequent to an overview of the ordinances by Council President Stuckart, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed** the following Emergency Budget Ordinances amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35405

Human Services Grants Fund

FROM: Dept of Housing & Urban Development,
\$294,677,

TO: Contractual Services, same amount;

and

CD Block Grant Fund

FROM: Dept of Housing & Urban Development,
\$3,537,269 and Proceeds of Fixed Assets,
\$92,650,

TO: Contractual Services, \$3,629,919;

and

CDBG Revolving Loan Fund

FROM: Collection of Revolving Loans, \$707,818,

TO: Contractual Services, same amount;

and

HOME Program Grant Fund

FROM: Dept of Housing & Urban Development,
\$1,878,728 and Collection of Revolving Loans,
\$87,912;

TO: Contractual Services, \$1,966,640.

(This action reconciles the 2016 Budget with the City's current HUD entitlements and administrative funding.)

ORD C35410 CHHS
FROM: Contra Salaries, \$74,000 and Contra Benefits,
\$32,900;
TO: Various Accounts, \$106,900.

(This action creates two Program Specialist positions for the Homeless Management Information Systems program.)

There were no **Emergency Ordinances**.

RESOLUTIONS

Resolution 2016-0052 (deferred from June 6, 2016, Agenda)

Subsequent to an overview of Resolution 2016-0052 by Council President Stuckart, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2016-0052** providing for the sale of surplus City property.
(Emerson/Garfield Neighborhood)

Resolution 2016-0057

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2016-0057** setting hearing before the City Council for July 25, 2016 for the vacation of portions of North Center Street, North Crescent Drive, Ross Court, Hamlin Street, and a portion of a nearby alley, as requested by Avista. (Logan Neighborhood)

Resolution 2016-0058 (Cross Reference: OPR 2016-0490)

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2016-0058** declaring Allen Bradley/Rockwell Automation Motor Control Centers (MCC) and associated software for use in the Central Well Station Motor Control Centers (MCC) upgrade project as Sole Source and thus authorizing its purchase from Columbia Electric Supply of Spokane Washington, at an estimated cost of \$114,475 (excl. taxes).

FINAL READING ORDINANCES

Final Reading Ordinance C35402

Council President Stuckart noted a new version of Ordinance C35402 was provided to the City Council, and he noted the ordinance puts the City in compliance with State law. He requested a motion to replace the previously filed version with the new version. Subsequently, the following action was taken:

Motion by Council Member Kinnear, seconded by Council Member Stratton, to so move [to replace the previously filed version (of Ordinance C35402) with the new version]; **carried unanimously.**

Public testimony received and Council commentary held. The public testimony was then taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35402, as amended**, relating to the organization of the Spokane Police Department; amending sections 3.01A.370, 3.01A.375, and 3.01A.400 of the Spokane Municipal Code; repealing sections 3.01A.380, 3.01A.385, and 3.01A.390 of the Spokane Municipal Code.

Final Reading Ordinance C35404

Subsequent to an overview of Ordinance C35404 by Engineering Services Director Kyle Twohig, public testimony, and Council commentary, the following action was taken:

Upon 5-2 Roll Call Vote (Council Members Fagan and Mumm voting “no”), the City Council **passed Final Reading Ordinance C35404** providing for the acquisition by eminent domain of certain lands necessary to be acquired for public purposes in connection with the Martin Luther King Jr. Way (Riverside Extension) Project, located in the City and County of Spokane, State of Washington.

FIRST READING ORDINANCES

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

ORD C35387 Relating to the Spokane Employees Retirement System amending Spokane Municipal Code sections 03.05.020, 03.05.030, 03.05.035, 03.05.040, 03.05.120.

ORD C35407 Approving an easement between the Park Board & Avista Corporation.
OPR 2016-0458

ORD C35408 Relating to the establishment of new exempt positions; amending section 03.07.330 of the Spokane Municipal Code.

ORD C35409 Relating to Executive and Administration Organization; amending section 03.01A.205 of the Spokane Municipal Code; adopting a new section 03.01A.195 of the Spokane Municipal Code.

ORD C35413 Relating to the downtown parking and business improvement area; amending sections 4.31.030, 4.31.070, 4.31.080, 4.31.090, and 4.31.140 of the Spokane Municipal Code.

There were no **Special Considerations**.

HEARINGS

Resolution 2016-0053 Adopting the Six-Year Comprehensive Street Program (ENG 2016015)

Brandon Blankenagel from the Integrated Capital Management Department provided an overview of the Six-Year Street Program 2017-2022. Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2016-0053** adopting the Six Year Comprehensive Street Program 2017-2022.

Final Reading Ordinance C35406 – 2016 Assessments and Assessment Roll for the East Sprague Parking and Business Improvement Area

Boris Borisov from the Planning Department provided an overview of Final Reading Ordinance C35406. Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35406** approving and confirming the 2016 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance C35377.

No individuals spoke during the second **Open Forum**.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:06 p.m.

Minutes prepared and submitted for publication in the June 29, 2016, issue of the *Official Gazette*.

Laurie Farnsworth
Spokane Deputy City Clerk

Approved by Spokane City Council on _____, 2016.

Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, June 23, 2016

A Special Meeting of the Spokane City Council was held on the above date at 3:34 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Pro-Tem Waldref and Council Members Fagan, Kinnear, Mumm and Stratton were present. Council President Stuckart and Council Member Beggs were absent.

The following topics were discussed:

- Legislative Priorities
- State Lobbying RFP

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 5:08 p.m.

Minutes prepared and submitted for publication in the July 6, 2016, issue of the Official Gazette:

Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2016.

Ben Stuckart
City Council President



Agenda Sheet for City Council Meeting of:
07/11/2016

Date Rec'd	6/24/2016
Clerk's File #	RES 2016-0060
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4700 - RESOLUTION SETTING HEARING FOR STREET VACATION-MYRTLE STREET

Agenda Wording

Resolution setting the hearing before City Council for August 8, 2016 for the vacation of Myrtle Street, from Sprague Avenue to the railroad right-of-way, as requested by Pardun Properties, LLC. (East Central Neighborhood Council)

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that the City Council set a public hearing on the vacation petition.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head

BECKER, KRIS

Division Director

BECKER, KRIS

Finance

KECK, KATHLEEN

Legal

RICHMAN, JAMES

For the Mayor

WHITNEY, TYLER

Council Notifications

Study Session

Other

Distribution List

Engineering Admin

htrautman@spokanecity.org

sbishop@spokanecity.org

edjohnson@spokanecity.org

ebrown@spokanecity.org

Additional Approvals

Purchasing

RESOLUTION 2016-0060

WHEREAS, on March 24, 2016 the Spokane City Council received a petition for the vacation of Myrtle Street, between Sprague Avenue and the railroad right-of-way, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Myrtle Street between Sprague Avenue and the railroad right-of-way, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Myrtle Street, between Sprague Avenue and the railroad right-of-way, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **August 8, 2016** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

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

City Clerk

Approved as to form:

Assistant City Attorney

P1601743VACA



Legal Description:

Myrtle Street from the north line of Sprague Avenue to the south line of the railroad tracks (Myrtle St. adjacent to Lot 12, Block 58 and Lot 7, Block 59 as platted by the plat of East Side Syndicate Addition to Spokane)

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

220 110 0 220 440 Feet



Vacation

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF MYRTLE STREET FROM SPRAGUE AVENUE TO
THE RAILROAD RIGHT-OF-WAY

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

WA HOLDINGS 01, LLC
3815 100TH ST SW STE 2B
LAKEWOOD, WA 98499

LYFT PROPERTIES 2, LLC
217 W CATALDO AVE
SPOKANE, WA 99201

PREMERA BLUE CROSS
7001 SW 220TH
MT LAKE TERRACE, WA 98043-2124

DISTRIBUTION LIST
VACATION OF MYRTLE STREET FROM SPRAGUE AVENUE TO
THE RAILROAD RIGHT-OF-WAY

VEGA, MARK
3817 E SPRAGUE AVE
SPOKANE, WA 9920

PARDUN PROPERTIES LLC
PO BOX 2986
SPOKANE, WA 99220

KMART CORPORATION
PO BOX 927000 DEPT 768
HOFFMAN ESTATES, IL 60179

JLU MANAGEMENT LLC
15419 KESWICK ST
VAN NUYS, CA 91406-2009

GS FAMILY HOLDINGS, LLC
15224 E MEADOWS RD
MICA, WA 99023-9652

PAULSEN LLC
PO BOX 4040
SPOKANE, WA 99220

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

06/06/2016

Date Rec'd

5/25/2016

Clerk's File #

ORD C35401

Renews #**Submitting Dept**

SOLID WASTE COLLECTION

Cross Ref #**Contact Name/Phone**

SCOTT 625-7806

Project #**Contact E-Mail**

SWINDSOR@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4500 FRANCHISE ORDINANCE WITH WASTE MANAGEMENT

Agenda Wording

Ordinance granting a municipal franchise for the collection of solid waste to Waste Management of Washington, Inc., dba Waste Management of Spokane, (Spokane Valley, WA) for the area generally known as the Spokane Housing Ventures Annexation Area.

Summary (Background)

This franchise is issued pursuant to RCW 35.13.280. Washington State Law requires that cities allow a minimum of seven (7) years of franchise to UTC G-permit holders of annexed lands. This franchise agreement will run April 11, 2016 through April 11, 2024. By granting eight (8) years of franchise, this will be consistent with previous annexations. Waste Management will be responsible for collecting City utility tax and compliance with City of Spokane Municipal Codes. Once this franchise

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

WINDSOR, SCOTT

Study Session

PWC 05-09-2016

Division Director

GIMPEL, KEN

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

jsalstrom@spokanecity.org

For the Mayor

WHITNEY, TYLER

Tax & Licenses

Additional Approvals

swindsor@spokanecity.org

Purchasing

eschoedel@spokanecity.org

jgranado@wm.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

expires, the City of Spokane will assume collection functions for the annexed area.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Collection
May 9, 2016

Subject

Franchise to Waste Management for collection of solid waste in the Spokane Housing Ventures annexation for a period of eight years

Background

The franchise for the collection of solid waste and service of the Spokane Housing Ventures annexation will be for an eight year period beginning April 11, 2016 through April 11, 2024. State law requires Cities to allow a minimum of 7 years of franchise to UTC G-permit holders of annexed lands. By granting eight years of franchise, it will be consistent with previous annexations.

Impact

Granting of franchise is required by State of Washington Law. The franchise holder is responsible for collection of City utility tax and compliance with City of Spokane ordinances and service levels.

Action

Recommend approval

Funding

No current cost to the City.

SOLID WASTE COLLECTION FRANCHISE

Ordinance No. C35401

AN ORDINANCE granting a municipal franchise for the collection of solid waste to Waste Management, for that area generally known as the Spokane Housing Ventures Annexation Area.

WHEREAS, the City of Spokane annexed areas of the Spokane Housing Ventures Annexation Area on April 11, 2016, at which time Waste Management was providing garbage and refuse collection services;

WHEREAS, RCW 35.13.280 provides that when a city annexes an unincorporated area that a company providing solid waste and refuse collection services within the newly annexed area shall be allowed to continue providing the solid waste and refuse collection services for at least seven years following the exercise of certain steps to terminate those statutory rights;

WHEREAS, the City of Spokane has notified the Washington Utilities and Transportation Commission of intent to terminate the statutory rights and offer a franchise; and

WHEREAS, the City of Spokane desires to grant a franchise to Waste Management, pursuant to RCW 35.13.280, whereby Waste Management, shall be allowed to continue to provide garbage and refuse collection services within the newly annexed Spokane Housing Ventures Annexation Area under the same terms and conditions as has been previously allowed by the Washington Utilities & Transportation Commission.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. GRANT, TERM

- A. Pursuant to RCW 35.13.280, the City of Spokane, a Washington municipal corporation hereby grants to Waste Management, (hereinafter referred to as "Franchisee"), a non exclusive franchise for the collection of solid waste inside the City of Spokane in the Spokane Housing Ventures Annexation Area, as more fully described in Annexation Ordinance Ord C-35370 The legal description and informational map is attached as EXHIBIT "A" and incorporated herein.
- B. The City of Spokane Solid Waste Collection Director administers and interprets this ordinance, considering the public health, safety and convenience.

- C. Notwithstanding any other provision, nothing in this franchise exceeds either the scope of Franchisee's state solid waste certificate in the annexed area at the time of annexation or the City's authority to grant such a privilege. This franchise expires the earlier of eight years from the effective date of this ordinance, or April 11, 2024. At such time, Franchisee agrees to peacefully surrender all routes, customer and other information as required by the Solid Waste Collections Director. In addition, the parties agree that Franchisee may at any time voluntarily elect to surrender the franchised territory or any part thereof by giving sixty days written notice to the Solid Waste Collections Director, under such arrangements as may be convenient to both parties; PROVIDED, the Solid Waste Collection Director shall also approve the surrender under such arrangements as may be mutually convenient to the parties.

Section 2. CONDITIONS

- A. The City reserves full authority to regulate and tax the Franchisee as authorized by law and asserts full jurisdiction over Franchisee's operations as an independent contractor. Franchisee is solely and separately responsible for all its activities and shall never represent that it is an employee or agent of the City of Spokane. Franchisee agrees to dispose of all materials and solid waste collected at designated landfills or other sites designated by the Solid Waste Collection Director, and to pay applicable rates therefore.
- B. The Franchisee agrees to provide safe, reliable public solid waste collection service. Operation shall be in conformance with chapter 13.02 SMC, including SMC 13.02.0204 or equivalent and compliance with the Regional Solid Waste Management Plan is presumed to satisfy this requirement except as ordered by the Solid Waste Collection Director. Franchisee's rates to the public shall be fair and reasonable. Compliance with Washington Transportation & Utilities Commission approved rates for similar service in the area is presumed fair and reasonable, but rates in excess of these rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the Solid Waste Collection Director, guided by standards applicable to Washington Transportation & Utilities Commission certificated haulers. As to operational matters, City ordinances and Solid Waste Collection Department policies and practices supplant Washington Transportation & Utilities Commission rules.
- C. Franchisee must notify the public at least forty five days prior to any rate increases as provided in RCW 35.21.157. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels shall be at least at the similar level to that currently provided by the City of Spokane Solid Waste Collection Department. Service not to this level shall be presumed

insufficient. All service is subject to review and approval by the Solid Waste Collection Director.

- D. The Franchisee agrees to indemnify and hold harmless the City of Spokane, its officers, agents and employees from all loss or liability for Franchisee's actions in connection with the enjoyment of franchise privileges. This provision survives expiration or revocation of this franchise. Franchisee's obligation to indemnify and/or hold harmless the City shall not in any way be modified by the grant of immunity to employers under Title 51 RCW, such immunity being waived for purposes of that obligation. **This provision has been mutually negotiated between the parties.

Franchisee Initial _____

- E. All Franchisee records relating to enjoyment of franchise privileges are subject to inspection and copying by the Solid Waste Collection Director. The Franchisee shall provide the Solid Waste Collection Director with a copy of its Annual Report to the Washington Transportation & Utilities Commission relating to its operations, in addition to any other information ordered by the Solid Waste Collection Director.

Section 3. ACCEPTANCE, TAXES, FEES

- A. The City tenders this franchise and Franchisee accepts the same in full satisfaction of any and all claims for measurable damages caused by cancellation of any state certificate whether arising under RCW 35.13.280 or any other source in contract or at law. The Franchisee acknowledges that the City has granted time in excess of the requirements of law, and the time granted is accepted in full settlement and compromise of any additional claims for damage or additional compensation because of the City's take over of annexed territory upon the expiration of this franchise or for any other reason. Pending signature of Franchisee, operations in the franchise area shall be deemed acceptance of all franchise terms.
- B. The Franchisee must pay all municipal taxes, together with any applicable municipal fees, costs, or expenses associated with the municipal administration of this franchise. Franchisee agrees to provide evidence of insurance generally to include CGL and Pollution legal liability coverages of ten million dollars per occurrence or as may be otherwise approved by the City of Spokane Risk Manager as a condition of operation.

Passed the City Council _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

ATTACH: Legal description: EXHIBIT A; may also attach map

Terms accepted by Waste Management:

Dated: _____

WASTE MANAGEMENT

By: _____

Title: _____

EXHIBIT "A"
Spokane Housing Ventures Annexation Area
Legal Description

Approximately 37 acres of land legally described as follows:

Those portions of the North $\frac{1}{2}$ 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: , , 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 southeast corner of Lot 1 Block 2 of the plat of Russell's subdivision recorded at the Spokane County Auditor on October 11, 1962, said point being on the west right-of-way line of Freya Street; THENCE east across Freya Street to the intersection of the east right-of-way line of Freya Street and the north line of Lot 4 Block 1 of the Amended Plat of South Spokane; THENCE south along the east right-of-way line of Freya Street to the intersection of the north right-of-way of 55th Avenue and the east right-of-way line of Freya Street; THENCE west across Freya Street 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

