

## CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

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

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 23, 2018

### **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 BREEN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**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](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

# ADMINISTRATIVE SESSION

Roll Call of Council

# CONSENT AGENDA

## REPORTS, CONTRACTS AND CLAIMS

## RECOMMENDATION

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 1. | Purchase of paver from Modern Machinery (Spokane, WA) for the Street Department utilizing the National Joint Powers Alliance contract—\$468,489.54.<br><b>Steve Riggs</b>  | Approve | OPR 2018-0231                |
| 2. | Replacement in kind of lime slurry tank from Knight Construction and Supply for the Waste to Energy Facility—\$95,816.20 (incl. tax).<br><b>David Paine</b>  | Approve | OPR 2018-0232<br>RFB 4447-18 |
| 3. | Purchase of Wastewater Cast Iron Products from D&L Supply (Moses Lake, WA)—\$192,576 (incl. tax).<br><b>Raylene Gennett</b>  | Approve | OPR 2018-0233<br>BID 4452-18 |
| 4. | Contract with Infor Public Sector Inc. (Tampa, FL) to license, use, and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software for the Fire Department from May 1, 2018 through April 30, 2019—65,867.49.<br><b>Brian Schaeffer</b> | Approve | OPR 2014-0212                |
| 5. | Contract Addendum with Bigbelly Solar, Inc (Needham, MA) to add Riverfront Park to the networked   | Approve | OPR 2018-0028                |

solar compacting waste receptacle replacements for the City—increase of \$144,880.18. Total Contract Amount: \$470,587.94.

**Alex Reynolds**

- 6. Recommendation to list the Willard (Otis) Hotel, 110 South Madison Street, on the Spokane Register of Historical Places. **Approve & Auth. Mgmt. Agreements** OPR 2018-0234
- 7. Contract with Constructive, LLC, for the construction of modular walls for the City Hall lobby—\$82,169.28. **Approve** OPR 2018-0235
- 8. Contract with Equian, LLC, (Indianapolis, IL) to provide medical bill review and related services for the City Workers' Compensation program from January 1, 2018, through October 1, 2021, with the option of two 2-year renewals—not to exceed \$85,000 annually. **Approve** OPR 2018-0236  
BID 4339-17
- 9. Report of the Mayor of pending: **Approve & Authorize Payments**
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018: \$\_\_\_\_\_.
- 10. City Council Meeting Minutes: \_\_\_\_\_, 2018. **Approve All** CPR 2018-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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

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## **LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

## NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0031 Regarding the name for the new bicycle and pedestrian bridge over the BNSF Railroad Tracks and Martin Luther King, Jr. Way connecting the WSU-Spokane Health Sciences Campus to the south University District.  
**Andrew Worlock**
- RES 2018-0032 Setting hearing before City Council for May 21, 2018, for the vacation of portions of 32nd Avenue and Napa Street, as requested by Touchmark.  
**Eldon Brown**
- RES 2018-0033 Clarifying the membership requirements for the Citizens Transportation Advisory Board.  
**Council Member Mumm**
- ORD C35612 Relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.  
**Council Member Beggs**

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35469 Vacating the alley between Spokane Falls Boulevard and Main Avenue from the east line of Wall Street to the west line of Howard Street. (First reading previously held on January 29, 2017. This ordinance is being re-read to reduce the easement reserved in the ordinance.)  
**Eldon Brown**

#### FURTHER ACTION DEFERRED

### SPECIAL CONSIDERATIONS

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

#### RECOMMENDATION

- |     |  |                               |               |
|-----|--|-------------------------------|---------------|
| S1. | Council letter asking that Spokane County pre-pay the postage for all ballots sent out for elections.<br><b>Ben Stuckart</b> | Approve & Authorize Contracts | CPR 2018-0030 |
|-----|--|-------------------------------|---------------|

## NO HEARINGS



**Motion to Approve Advance Agenda for April 23, 2018  
(per Council Rule 2.1.2)**

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**OPEN FORUM (CONTINUED)**

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

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

**ADJOURNMENT**

The April 23, 2018, Regular Legislative Session of the City Council is adjourned to April 30, 2018.

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**NOTES**

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

04/23/2018

<u>Date Rec'd</u>	4/6/2018
<u>Clerk's File #</u>	OPR 2018-0231
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	RE 18934

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF PAVER

Agenda Wording

This paver will enhance the Street Department's ability to pave the streets of Spokane. Recommend approval for the purchase of this paver from Modern Machinery (Spokane, WA) utilizing the National Joint Powers Alliance (NJPA) contract.

Summary (Background)

This paver will replace a paver that has reached the end of its economic life. This new Vogele paver will be purchased on the NJPA contract from Modern Machinery (Spokane, WA) for \$468,489.54 including tax. Funding for this is included in the Street Department replacement fund

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

Expense	\$ 468,489.54	# 5110-71700-94000-56413
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	RIGGS, STEVEN	<b><u>Study Session</u></b>	4/16/18
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	ODLE, MARI	mmartinez, tprince, sriggs, jmnordling	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase a Paver for the Street Department
<b>Date:</b>	April 16, 2018
<b>Author (email &amp; phone):</b>	Steve Riggs, sriggs@spokanecity.org 625-7706
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance & Administration Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> This paver will replace a paver that has reached the end of its economic life. This new Vogeles paver will be purchased on the NJPA contract from Modern Machinery (Spokane, WA) for \$468,489.54 including tax.	
<u>Executive Summary:</u>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>This paver will enhance the Street Department's ability to pave the streets of Spokane.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>Recommend approval for the purchase of this paver from Modern Machinery (Spokane, WA) utilizing the National Joint Powers Alliance (NJPA) contract</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this is included in the Street Department replacement fund</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**WIRTGEN  
GROUP**

## Wirtgen America, Inc.



**Contract#:** 032515-WAI

**Category:** Roadway Maintenance, Asphalt, Snow & Ice

**Description:** Pavement Recycling

**Maturity Date:** 05/19/2019

From humble beginnings 50 years ago, The Wirtgen Group has grown to be recognized as the world leader in asphalt milling, recycling, and asphalt lay down equipment along with technically advanced lines of compaction equipment, concrete slipform pavers, and materials processing equipment. Globally recognized names of Wirtgen, Vogeles, Hamm, and Kleeman make up the Wirtgen Group today. The extensive Wirtgen Group dealer network offers exceptional service and product support our customers have grown to expect. A family owned business whose success has been built and sustained on being "Close To Our Customers."

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Susan Keen

Direct Phone: 615-501-0600 X  
360

[susan.keen@wirtgen-group.com](mailto:susan.keen@wirtgen-group.com)

[www.wirtgen-  
group.com/america/en-us/](http://www.wirtgen-group.com/america/en-us/)

Brodie Hutchins

Direct Phone: 615-501-0600

[Brodie.hutchins@wirtgen-](mailto:Brodie.hutchins@wirtgen-)

[group.com](http://www.wirtgen-)

[www.wirtgen-](http://www.wirtgen-)

[group.com/america/en-us/](http://www.wirtgen-)



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

04/23/2018

<u>Date Rec'd</u>	4/2/2018
<u>Clerk's File #</u>	OPR 2018-0232
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB# 4447-18
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 18930
Agenda Item Name	4490-FABRICATE LIME SLURRY TANK		

Agenda Wording

Replacement in kind of the Waste to Energy Facility's lime slurry tank. Total cost for fabrication and delivery of the tank is \$95,816.20, including taxes.

Summary (Background)

The lime slurry tank is where the mixing of hydrated lime and water takes place to produce the slurry that is injected into the flue gas stream of the boiler as part of the emission control system. RFB #4447-1 was released to solicit bids to fabricate and deliver a lime slurry tank to replace the currently aged and degrading tank at the WTE. A total of eight responses were received and Knight Construction and Supply Inc., of Deer Park, WA was deemed to be the lowest responsible bidder.

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

Expense	\$ \$95,816.20	# 4490-44100-94000-56401
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	UE 4/9/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	cgeorge@knightconst.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The installation of the tank will be handled with a separate RFP. Tank delivery is scheduled by October 1, 2018 and includes a full one year warranty on workmanship.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Lime Slurry Tank For The Waste To Energy Facility
<b>Date:</b>	April 9, 2018
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience and Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure - Sustainability of the WTEF Operation
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<p><u>Background/History:</u></p> <p>The existing Lime Slurry Tank at the Waste to Energy Facility is over 25 years old; installed as part of the original construction. There have been only minor repairs made to the tank since that time. This tank is where the mixing of hydrated lime and water takes place to produce the slurry that is injected into the flue gas stream of the boiler, as part of the emission control system. The continued degradation of the lower section of the coated tank and the unknown condition of the tank base is requiring the tank to be replaced.</p> <p>A Public Works RFB # 4447-18 was released to solicit bids to fabricate a lime slurry tank. As a result of the competitive bidding process (8) eight responses were received with Knight Construction deemed to be the lowest responsible bidder. The cost for the replacement in kind Lime Slurry Tank is \$95,816.20 including taxes.</p> <p>The demolition of the existing lined tank and installation of the new tank are being addressed in a separate RFP.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Replacement in kind of existing Lime Slurry Tank.</li> <li>• The tank is required as part of the facility's emission control system.</li> <li>• Eight competitive bids were received under RFB #4447-18 for tank fabrication.</li> <li>• The lowest responsive bidder was Knight Construction of Deer Park, WA.</li> <li>• Total cost of the tank is \$95,816.20, including taxes.</li> <li>• Demolition of the existing tank and installation of the new tank will be addressed in a separate RFP.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Solid Waste Disposal 2018 Capital Budget</p>	

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

Operations Impact:

Consistent with current operations/policy?  Yes  No  N/A

Requires change in current operations/policy?  Yes  No  N/A

Specify changes required:

Known challenges/barriers:



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

04/23/2018

<u>Date Rec'd</u>	4/3/2018
<u>Clerk's File #</u>	OPR 2018-0233
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4452-18
<u>Requisition #</u>	18932

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	RAYLENE GENNETT 625-7909
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4310 - PURCHASE OF WASTEWATER CAST IRON PRODUCTS

Agenda Wording  
Purchase of Wastewater Cast Iron Products from D&L Supply (Moses Lake, WA) for a total of \$192,576.00 including tax.

Summary (Background)  
On Monday, April 2, 2018 sealed bids were opened to provide the Wastewater Maintenance department with Wastewater Cast Iron Products in support of the 2018 construction season. Three (3) bids were received; award is recommended to the low bid meeting specifications, D&L Supply. This order supports procurement of products required to support state projects on Division Street and Trent Avenue and to restock department inventory.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 192,576.00	# 4310-43117-35148-54850-99999
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>	FINANCE/ADMIN 4/16/18
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mhughes@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses	
<u>Additional Approvals</u>		sjohnson@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		rgennett@spokanecity.org	
		mlowdon@spokanecity.org	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Public Works, 4310 Wastewater Maintenance
<b>Subject:</b>	Purchase of Wastewater Cast Iron Products
<b>Date:</b>	4/16/2018
<b>Author (email &amp; phone):</b>	Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , x7909
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	---
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases will come from the Wastewater Maintenance department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2018 construction season
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports procurement of products required to support state projects on Division Street and Trent Avenue and to restock department inventory.
<b>Background/History:</b> <i>On Monday, April 2, 2018 sealed bids were opened to provide the Wastewater Maintenance department with Wastewater Cast Iron Products in support of the 2018 construction season. Three (3) bids were received; award is recommended to the low bid meeting specifications, D&amp;L Supply.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Purchase competed on bid request #4452-18</li> <li>• Award recommended to D&amp;L Supply at \$192,576.00 including tax</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	

# BID TABULATION

**BID NUMBER:** 4452-18  
**BID TITLE:** WASTEWATER CAST IRON PRODUCTS  
**DUE DATE:** April 2, 2018



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

BIDS RECEIVED FROM:	EJ USA, INC. EAST JORDAN, MI		OLYMPIC FOUNDRY SEATTLE, WA		D&L SUPPLY MOSES LAKE, WA	
QUANTITY AND DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100 EACH Manhole Frame and Cover - Sewer Non-Lockdown, Standard Plan #B-112, Outside Lettering "SEWER", as per Bid Specifications	\$210.98	\$21,098.00	\$258.00	\$25,800.00	\$250.00	\$25,000.00
150 EACH Manhole Frame and Cover - Sewer Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "SEWER", as per Bid Specifications	\$257.57	\$38,635.50	\$290.00	\$43,500.00	\$280.00	\$42,000.00
150 EACG Manhole Frame and Cover - Storm Locking, 3-Point Boltdown, Standard Plan #B-112A, Outside Lettering "STORM", as per Bid Specifications	\$257.57	\$38,635.50	\$290.00	\$43,500.00	\$280.00	\$42,000.00
150 EACH Catch Basin Frame and Grate Round, Standard Plan #B-113, as per Bid Specifications	\$210.98	\$31,647.00	\$274.00	\$41,100.00	\$270.00	\$40,500.00
100 EACH Catch Basin Frame and Grate Square with Directional Vaned Grates and Grate Guards, Standard Plans #B-3C and B-2C, as per Bid Specifications	\$256.27	\$25,627.00	\$275.00	\$27,500.00	\$275.00	\$27,500.00
<b>SUBTOTAL:</b>		<b>\$155,643.00</b>		<b>\$181,400.00</b>		<b>\$177,000.00</b>
<b>SALES TAX:</b>		<b>\$13,696.58</b>		<b>\$15,963.20</b>		<b>*\$15,576.00</b>
<b>TOTAL BID:</b>		<b>\$169,339.58</b>		<b>\$197,363.20</b>		<b>*\$192,576.00</b>

			*SALES TAX AND TOTAL CORRECTED BASED ON 8.8% SALES TAX
DELIVERY TIME:	PARTIAL DELIVERY 21 DAYS FROM RECEIPT OF ORDER COMPLETE DELIVERY 28-42 DAYS FROM RECEIPT OF ORDER	PARTIAL DELIVERY 30 DAYS FROM RECEIPT OF ORDER COMPLETE DELIVERY 90 DAYS FROM RECEIPT OF ORDER	PARTIAL DELIVERY 14 DAYS FROM RECEIPT OF ORDER COMPLETE DELIVERY 30 DAYS FROM RECEIPT OF ORDER
	<b>NOTE: EXCEPTIONS TO MINIMUM SPECIFICATIONS TAKEN</b>		

**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.**



**Agenda Sheet for City Council Meeting of:**  
04/23/2018

<b>Date Rec'd</b>	3/28/2018
<b>Clerk's File #</b>	OPR 2014-0212
<b>Renews #</b>	

<b>Submitting Dept</b>	FIRE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BRIAN X7001	<b>Project #</b>	
<b>Contact E-Mail</b>	BSCHAEFFER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR19260
<b>Agenda Item Name</b>	1970 - ANNUAL CAD SOFTWARE MAINTENANCE		

**Agenda Wording**

Contract with INFOR PUBLIC SECTOR INC. to license, use, and provide annual CAD maintenance for the proprietary EnRoute Emergency Systems software from May 1, 2018 to April 30, 2019. Contract cost for the amendment period is \$65,867.49.

**Summary (Background)**

This is an annual contract renewal of ongoing maintenance to the Fire Department CAD Systems. Maintenance of the system is necessary for compliance with the Fire Department's contracts to provide Fire/EMS dispatch services for 14 Fire agencies in Spokane County.

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

Expense	\$ 65,867.49	# 1630-35210-28200-54820-999999
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	SCHAEFFER, BRIAN	<b>Study Session</b>	04/09/18 PSHC
<b>Division Director</b>	SCHAEFFER, BRIAN	<b>Other</b>	
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	ODLE, MARI	Ken Lamoreux (klamoreux@spokanecity.org)	
<b>For the Mayor</b>	DUNIVANT, TIMOTHY	Lori Markham (lmarkham@spokanecity.org)	
<b>Additional Approvals</b>		Dusty Patrick (dpatrick@spokanecity.org)	
<b>Purchasing</b>		Fire Accounting (fireaccounting @spokanecity.org)	

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Fire/Dispatch
<b>Subject:</b>	OPR2014-0212  Annual CAD (Computer Aided Dispatch) Maintenance Agreement with Infor EnRoute of Tampa, Florida.
<b>Date:</b>	03/28/2018
<b>Contact (email &amp; phone):</b>	Ken Lamoreaux (X7156), <a href="mailto:klamoreaux@spokanecity.org">klamoreaux@spokanecity.org</a> Kim Bustos (X7155), <a href="mailto:kbustos@spokanecity.org">kbustos@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	FD Strategic Plan Goal #7 <i>Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner.</i>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	04/30/18
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval by 04/30/18
<b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i>	
<p>Yearly CAD Maintenance Contract – CAD (Computer Aided Dispatch) Maintenance Agreement – This contract is with Infor EnRoute of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses.</p> <p>Contract period is for May 1, 2018 through April 30, 2019. Annual cost will be approximately \$65,867.49 (including tax). This is the 3<sup>rd</sup> annual renewal in a 5-year contract term that requires us to renew for successive one year periods.</p> <p>System maintenance is necessary to ensure continued operation of the system and compliance with our contracts to provide Fire/EMS dispatch services for 14 Fire Agencies in Spokane County. The majority of this agreement is paid by CCC funds.</p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



CITY OF  
SPOKANE  
808 W Spokane  
Falls Blvd  
Spokane WA  
99201

## SOLE SOURCE JUSTIFICATION

Description of Product/Service: Infor CAD Maintenance/Licensing

Requisition Number: P-4590-US06A

Estimated amount of this purchase: \$ 65,867.49

Contract Period 05/01/2018 to 04/30/2019

Department: Spokane Fire Department - CCC Contact Person: Jay Atwood Phone: 509-532-8901

Due Date: Before 04/30/2018 Work must be completed by: 04/30/2018

Date Material/Equipment/Supplies must be delivered by: 04/30/2018

Location: 1620 N Rebecca St. Spokane, WA 99217

Date Service must begin by: 05/01/2018

*Please provide the following information in order to document justification of a sole source purchase.*

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.


The Spokane Fire Department is currently using a proprietary computer aided dispatch software solution. Maintenance/licensing/interfaces/support for this solution is not available from any other vendor. There are no alternatives because ~~this software solution is proprietary and source code, licensing, and interface~~ +

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Infor sells direct to the customer and is the only vendor that provides the required licensing, interfaces, maintenance, and support for our computer aided dispatch software solution.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Yes. The purchase of our Enroute CAD system obligated us to Infor for future maintenance, licensing, and support. The Spokane Fire Department has been with Infor since 1991.

4. Explain why the price for this product or service is considered to be fair and reasonable.  
 This is an acceptable price for the maintenance/licensing of a complex CAD system. The costs appear to be in alignment with other public safety software solutions.
  
5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.  
 The Spokane Fire Department has been a customer of Infor since 1991. They make every effort possible to keep us as a customer, including competitive pricing.
  
6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.  
 If this sole source is not approved, the stability of the system will be negatively affected. Also, certain modules/interfaces/applications will not continue to function 

Requested Vendor: Infor Public Sector Inc.  
 Vendor's Address: 4213 Solutions Center Chicago IL 60677-4002  
 Vendor Contact: Shawna Wagner Phone: 470-481-5238

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

\_\_\_\_\_  
 Signature of Requestor Date  
 (must be an authorized Department Buyer)

\_\_\_\_\_  
 Signature of Department Head or Designee Date

\_\_\_\_\_  
 Approval by Purchasing (when applicable) Date

\_\_\_\_\_  
 Approval by Grants Management Date  
 (Required for grant funded purchases)





380 St. Peter Street  
St. Paul, MN 55102  
651-767-7000  
infor.com

**AMENDMENT TO AGREEMENT NO. 103-S030301  
ATTACHMENT A-18**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** ("Infor") and **Spokane Fire Department** ("Customer") shall be amended as follows:

1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

**"This Agreement shall be for a term of one (1) year only, commencing May 1, 2018 and terminating April 30, 2019. Thereafter the annual term shall be from May 1 to April 30. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."**

2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-18 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by  
Spokane Fire Department:**

Brian Schaeffer  
Authorized Signature  
BRIAN SCHAEFFER  
Print Name/Title  
3/13/18  
Date

**Accepted by  
Infor Public Sector, Inc.:**

Susan Erdely  
Authorized Signature  
Digitally signed by Susan Erdely  
DN: cn=Susan Erdely, o=Infor, ou,  
email=Susan.Erdely@infor.com, c=US  
Date: 2018.03.13 15:54:07 -0400  
Susan Erdely Director, Contracts  
March 13, 2018  
Date

Approved as to form:

Pat DeLuna  
Assistant City Attorney



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

04/23/2018

<u>Date Rec'd</u>	4/10/2018
<u>Clerk's File #</u>	OPR 2018-0028
<u>Renews #</u>	

Submitting Dept	NEIGHBORHOOD & BUSINESS	Cross Ref #	
Contact Name/Phone	ALEX 625-6147	Project #	
Contact E-Mail	AREYNOLDS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0450 - ADDENDUM TO BIGBELLY SOLAR CONTRACT		

Agenda Wording

Addendum to contract with Bigbelly Solar, Inc to provide networked solar compacting waste receptacle replacement for the City of Spokane. The addendum adds Riverfront Park.

Summary (Background)

The contract to be briefed is a leasing contract for the acquisition of the Bigbelly Solar, networked, waste collection system. This project is meant to increase the recycling intake by sidewalk receptacle stations, improve collections efficiency, coordinate visual aesthetic, and return capacity to the DSP. The addendum adds Riverfront Park to the original area covered.

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

Expense	\$ 40,823.74	# 1200-58200-38148-54201-99999
Expense	\$ 104,056.44	# 2019- Budget
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CORTRIGHT, CARLY	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Urban Development -
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	SCHOEDEL, ELIZABETH	areynolds@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dkinder@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<u>Purchasing</u>			

## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services
<b>Subject:</b>	Bigbelly River Front Park (RFP) Addendum
<b>Date:</b>	April 2 <sup>nd</sup> 2018
<b>Author (email &amp; phone):</b>	Alex Reynolds/areynolds@spokanecity.org/625-6147
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Dawn Kinder
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Helping keep Spokane clean and safe through smart and innovative waste collection.
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Mid-May 2018
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Expand the Bigbelly waste collection system into RFP in three phases. This will create a visual consistency to trash collection in the downtown core and RFP, as well as bring wide spread recycling into RFP for the first time.
<p><b>Background/History:</b> This is a contract addendum to the Bigbelly contract (OPR 2018-0028), that will expand the Bigbelly collection system into River Front Park. The intent is to have the new units installed in conjunction with the reopening of the section slated for late April – Mid May opening. This is the first phase of the RFP Bigbelly expansion.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>The addendum will add 17 new units to the current network, 14 double waste and recycling units, and three trash only.</i></li> <li>• <i>The monthly cost for the new units will be \$2,730.52, bringing the Total Aggregate Annual Fee (New and Existing Equipment) to \$104,056.44</i></li> <li>• <i>Parks and Recreation is paying the initial additional \$32,766.24</i></li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane  
**CONTRACT ADDENDUM**  
Title: **DOWNTOWN SIDEWALK AND RIVERFRONT  
PARK WASTE RECEPTACLE REPLACEMENT**

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Big Belly Solar, Inc.**, whose address is 150 "A" Street, Suite 103, Needham, Massachusetts 02494 as ("**Contractor**").

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City Networked Solar Compacting Waste Receptacle Replacement; and*

*WHEREAS, additional equipment and hardware has been requested for Parks and Recreation designated locations in Riverfront Park, 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 5, 2018, 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 Addendum shall become effective upon mutual acceptance of the parties.

**3. ADDITIONAL WORK.**

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

**Additional New Equipment and Hardware Configuration for Riverfront Park, attached.**

**4. COMPENSATION.**

The City shall pay in accordance with the payment terms set forth, a one-time fee of **EIGHT THOUSAND FIFTY SEVEN AND 50/100 DOLLARS (\$8057.50)**, and an annual payment of **THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY SIX AND 24/100 DOLLARS (\$32,766.24)** to add park receptacles for 2018. Commencing 2019 the total aggregate annual cost will be **ONE HUNDRED FOUR THOUSAND FIFTY SIX AND 44/100 DOLLARS (\$104,056.44)** for everything furnished and done under this Contract Addendum and the original Contract. 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 Addendum 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 Addendum by having legally-binding representatives affix their signatures below.

**CONTRACTOR**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Executive Summary Proposal

U2018-44b



## ADDITIONAL EQUIPMENT ADDENDUM

Reference: Service Schedule No. 00001 to Bigbelly Connect Services Agreement No. 10117 between City of Spokane (“Customer”) and Big Belly Solar, Inc. (together, the “Agreement”)

This Addendum to Connect Services Agreement (“Addendum”) is entered into effective as of \_\_\_\_\_, 2018 (the “Effective Date”) by and between City of Spokane (“Customer”) and Big Belly Solar, Inc. (“Bigbelly”). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

WHEREAS, Bigbelly and Customer are parties to the above-referenced Agreement; and

WHEREAS, Customer desires to add additional Equipment to the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

1. Effective as of the Effective Date, the Equipment/Hardware Configuration table set forth on the first page of the Agreement is amended by adding the additional Equipment identified below (“New Equipment”):

<b>New Equipment/Hardware Configuration</b>			
<b>Service Fee: Annual System Cost</b>			
14	HC5/SC5.5 Double Stations with Side Message Panels and Foot Pedals		
3	HC5 Single Stations with Side Messaging Panels and Foot Pedals		
<i>New Equipment Service Fee: Total Annual System Cost</i>			<b>\$32,766.24</b>
<b>One-Time Fees</b>			
5	Boxes of HC Bags (Box of 50)		<b>\$167.50</b>
5	Boxes of SC Bags (Box of 100)		<b>\$245.00</b>
	Shipping		<b>\$7,645.00</b>
<i>Total Aggregate Annual Fee (New and Existing Equipment)</i>			<b>\$104,056.44</b>

2. The monthly rates and fees set forth in Section 1 above shall be effective upon delivery of the New Equipment subject to this Addendum.
3. The Initial Term of the Agreement with respect to the New Equipment shall be sixty (60) months, as the same may be extended.
4. Except as modified hereby, the Agreement remains in full force and effect.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date first set forth above.

Customer: City of Spokane

Big Belly Solar, Inc.

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

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

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

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

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

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

## SPOKANE WA, CITY OF

### Program Overview

Connect is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect 60 Month Term	
<ul style="list-style-type: none"> <li>System Software                             <ul style="list-style-type: none"> <li>CLEAN Management Console Licenses for Full Term</li> <li>CLEAN Mobile Software Licenses for Full Term</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Automated System Monitoring                             <ul style="list-style-type: none"> <li>Automated System Diagnostics and Alerts</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Equipment/Hardware                             <ul style="list-style-type: none"> <li>Custom Configuration as Detailed Below</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Cleaning and Inspection                             <ul style="list-style-type: none"> <li>Annual Comprehensive Station Cleaning</li> <li>Annual Station Inspection</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Station Installation                             <ul style="list-style-type: none"> <li>On-Site Installation for Stations</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Warranty                             <ul style="list-style-type: none"> <li>Hardware Parts Warranty for Full Term</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Setup and Training                             <ul style="list-style-type: none"> <li>CLEAN Software Account Setup</li> <li>System Training &amp; Onboarding</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Customer Support                             <ul style="list-style-type: none"> <li>Customer Support Hotline and Trained Field Service Professionals</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Equipment/Hardware Configuration                             <ul style="list-style-type: none"> <li>14 HC5/SC5.5 Double Stations with Side Messaging Panels &amp; Foot Pedals</li> <li>3 HC5 Single Station with Side Messaging Panels &amp; Foot Pedals</li> </ul> </li> </ul>	
Total Monthly System Cost	
\$2,730.52	

One Time Fees	
5 Boxes of HC Bags (Box of 50)	\$167.50
5 Boxes of SC Bags (Box of 100)	\$245.00
Shipping	\$7,645.00

<sup>1</sup>Pricing is valid for 60 days from March 15, 2018.

<sup>2</sup>Sales Tax is NOT included in above pricing.

<sup>3</sup>Pricing is subject to Connect Program Terms and Conditions.

<sup>4</sup>Initial order of bags included in "One Time Fees". Please visit [www.wastezero.com/bigbelly](http://www.wastezero.com/bigbelly) for future orders.





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

04/23/2018

<u>Date Rec'd</u>	4/9/2018
<u>Clerk's File #</u>	OPR 2018-0234
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION
<u>Contact Name/Phone</u>	MEGAN DUVALL 625-6543
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0470 - WILLARD (OTIS) HOTEL - 110 S MADISON ST

Agenda Wording  
 Recommendation to list the Willard (Otis) Hotel, 110 South Madison Street, on the Spokane Register of Historic Places.

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

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	KINDER, DAWN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	RICHMAN, JAMES	mduvall@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	sbishop@spokanecity.org	
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

**Findings of Fact and Decision for Council Review  
Nomination to the Spokane Register of Historic Places  
Willard (Otis) Hotel – 110 South Madison (also 1101-1109 W 1<sup>st</sup> Ave)**

**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 1911; the **Willard Hotel** meets the age criteria for listing on the Spokane Register of Historic Places.

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

- Historically significant under Category A due to its construction as a single room occupancy hotel (SRO) during the City's most significant period of growth and under Category C in the area of "architecture," the Willard Hotel is eligible for listing on the Spokane Register of Historic Places.
- The building's period of significance is from 1911 to 1948, identified as such in the National Register listing for the hotel from 1998.
- The Willard was built with the same purpose as earlier SROs, namely to provide lodging, often temporary, for single workers on the move in a rapidly developing western American environment.
- The Willard Hotel is a fine example of the brick commercial style which was popular in the early decades of the 20<sup>th</sup> century. The most prominent feature of the Willard is the dentilated entablature of the cornice on the north and east elevations.

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

- Although the Willard Hotel has undergone extensive changes to the storefront level, the rest of the structure retains good to excellent integrity in original location, materials, design, workmanship and association. The building is currently undergoing a Federal Historic Tax Credit project and is subject to review and approval by the State Department of Archaeology and Historic Preservation as well as the National Park Service.

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

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

**RECOMMENDATION**

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The Spokane Historic Landmarks Commission evaluated the Willard (Otis) Hotel according to the appropriate criteria at a public hearing on 2/21/18 and recommends that the Willard Hotel be listed on the Spokane Register of Historic Places under categories A and C.

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

**NOTICE OF MANAGEMENT AGREEMENT**

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

*PARCEL A: LOTS 3 AND 4 IN BLOCK 19 OF RAILROAD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME "D" OF PLATS, AT PAGE(S) 82, IN SPOKANE COUNTY, WASHINGTON; EXCEPT THE NORTH 120 FEET. PARCEL B: LOTS 5 AND 6 IN BLOCK 19 OF RAILROAD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME "D" OF PLATS, AT PAGE(S) 82, IN SPOKANE COUNTY, WASHINGTON*

*Parcel Number 35192.1204, is governed by a Management Agreement between the City of Spokane and the Owner(s), 110 South Madison Realty, LLC, of the subject property.*

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

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

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_

\_\_\_\_\_

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

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

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **21st** day of **February 2018**, by and between the City of Spokane (hereinafter “City”), acting through its Historic Landmarks Commission (“Commission”), and **110 S Madison Realty, LLC** (hereinafter “Owner(s)”), the owner of the property located at **110 South Madison Street** commonly known as the **Willard (Otis) Hotel** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

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

**ATTEST:**

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

**Approved as to form:**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_\_, 2018.

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

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

**Attachment A**



## Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Willard Hotel, also the Atlantic, Milner, and the Earle  
And/Or Common Name: Otis Hotel

## 2. Location

Street & Number: 110 South Madison Street (also 1101-1109 West First Avenue)  
City, State, Zip Code: Spokane, WA 99201  
Parcel Number: 35192.1204

## 3. Classification

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

## 4. Owner of Property

Name: 110 S Madison Realty, LLC (Curtis Rystadt, owner representative)  
Street & Number: 4426 Hillsdale Drive  
City, State, Zip Code: Portland, OR 97221  
Telephone Number/E-mail: 503-201-6881 – curtis.rystadt@gmail.com

## 5. Location of Legal Description

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

## 6. Representation in Existing Surveys

Title: Willard Hotel, National Register of Historic Places Registration Form  
Date: May 1998  Federal  State  County  Local  
Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

- excellent
- good
- fair
- deteriorated
- ruins
- unexposed

### Check One

- unaltered
- altered

### Check One

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

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

## 8. Spokane Register Criteria and Statement of Significance

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

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

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

## 9. Major Bibliographical References

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

## 10. Geographical Data

Acreage of Property: less than 1  
Verbal Boundary Description: RAILROAD ADD L5-6 B19  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Jim Kolva  
Organization: Jim Kolva Associates, LLC  
Street, City, State, Zip Code: 115 South Adams Street, Suite 1  
Telephone Number: 509-458-5517  
E-mail Address: jim@kolva.comcastbiz.net  
Date Final Nomination Heard:

## 12. Additional Documentation

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

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



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**14. For Official Use Only:**

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

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

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

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

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

---

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

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney

### SUMMARY STATEMENT

Rising five stories from a basalt rubble, brick, and concrete basement, the commercial-style Otis Hotel is unreinforced red brick supported by a wood beam structure. A flat roof tops the building. Built in 1911 as a single room occupancy hotel (SRO), the building occupies the southwest corner of First Avenue and Madison Street in downtown Spokane with its primary facades facing east and north. One hundred feet wide, the building is approximately 155 feet in depth and covers the entire site. The three-story Commercial Block abuts to the west, and Railroad Alley runs along the south side of the building. Because the Commercial Building does not extend back to the alley, a portion of the west façade is open to an asphalt parking lot to its west.

Constructed of red brick in running bond, the north and east facades are richly detailed by the use of brick coursing, molded concrete elements--belt courses and sills, and terminated by the pronounced molded sheet metal cornice. The hotel lobby has a mid-block entry on the east façade marked by a projecting sheet metal canopy. Two shop-front bays flank the south side of the hotel entry and lobby, and a single shop-front bay flanks the north side. The upper four floors of the east side are symmetrically-divided into seven window bays in the central section and three window bays at each end section.

The primary commercial façade fronts along First Avenue. Originally divided into five shop-front bays, the front has been significantly altered to its current two entries accessing three bays. The four upper floors are also symmetrically-divided with two window bays in the center section and three window bays at each end section. The projecting sheet metal cornice with low parapet wall terminates the east and north facades. A flat roof with elevator penthouse and skylights tops the building.

The building is currently vacant, deteriorated, and is being gutted in preparation for renovation, under a National Park Service Part 2 application. The intent of the renovation is to retain and approximate historical exterior elements encountered during the removal of applied materials in conjunction with information from historical photographs. The interior work will restore the historic lobby, and substantially retain the public corridors and stairs of the upper residential floors.

### DESCRIPTION OF PROPERTY

As the commercial face of the building, the north façade that fronts along the south side of First Avenue consists of the ground floor storefronts and the four upper floors of apartments. Eight windows bays vertically divide the north façade: two widely-spaced bays are in the center section and three grouped bays in each corner section. The corner sections are composed of a middle window opening that is smaller—narrower and a higher sill level—than the flanking openings. Raised brick quoins, which also mark the corners, vertically divide the façade into the three sections.

The ground floor of the main (north) façade has been completely altered with the corner brick piers as the only visible original elements. The corner piers rise from a square base comprised of plaster over brick, and terminate in a simple square capital that supports the heads of the storefront windows. Brick-coursed horizontal grooves (striations) create a block pattern that extends to the quoins of floors two through four. The original façade has been partially removed with the remnants buried beneath a veneer of brick tile, brick-embossed fiberglass panels, and

storefront windows covered with plywood. Beneath the plywood, the wall is composed of a “brick” bulkhead wall, storefront windows, and “brick” transom band. A single entry bay with one door to each bay had provided access to the two bays in the eastern portion. To the west, the remainder to the façade had been combined into a single business, the Coach House Restaurant. This 1970s façade consists of six flat wood pilasters with square capitals that support a corbeled cornice. The main entry is marked by a triangular broken pediment and projecting flat canopy. Above the pediment is a projecting sheet metal sign with a rotating panel “Restaurant Open 24 Hours,” and a fixed box panel below “Carriage Room.”

The solid “brick” transom band extends up to a slightly recessed double brick course and above that is a field of seven brick courses. A flat molded concrete belt course (sill course) projected from the brick field by a quarter round molding forms the sill course for the second floor window bays. This belt course runs from the northwest to the northeast corner and wraps the corner to continue its run to the southeast corner pier. Detailing the corners and vertically dividing the façade into three sections are two columns of brick quoins. Four slightly projecting brick courses separated by four courses in the façade field climb between the second floor belt course and a fifth floor belt course of the same width, but with a concave molding supporting the flat section.

Strongly articulated horizontal bands of molded concrete belt courses separate the first floor shop fronts and second window bays, and the fourth and fifth floor bays. Essentially, the building is divided horizontally into three sections. The window bays are further articulated by flat molded concrete sills that project from the brickfield and beyond the brick jambs, and the flat-arches formed by double half-wide brick voussoirs.

The fifth floor seems to be squeezed between the molded concrete belt course and the pronounced pressed sheet metal cornice. The decorative quoins terminate below the belt course, but recessed brick panels that span the brickfield between the window openings add detail. The rectangular shapes vary in width depending on the distance between the window openings. The height of the panels is established by the sill line of the smaller windows, with all of the window heads in alignment. Set within the window openings are metal trim moldings and double-hung metal sash painted a dark brown (replaced originals in 1980s).

The sheet metal cornice, painted red, wraps around the southeast, northeast, and northwest corners, terminating about five feet in on the northwest corner, and continuing along the east façade on the northeast corner. Composed of a frieze attached to the brick wall, large block dentils hanging from the projecting corona, and convex cymatium, the cornice is topped by a low brick parapet wall. Glazed terra cotta tiles form the coping atop the wall. The roof is covered with an EPDM fabric. An elevator penthouse, two chimneys, two small skylights, and roofed lightwells rise above the roof deck. The skylights and roofs over the lightwells will be removed and a penthouse for a new stairwell in the northwest corner will be added.

Attached near the east corner is a fire escape that extends from the second to fifth floors with a ladder to the roof. Access to the fire escape is provided by windows at each end of the internal central-north-south hallway. At the corner is a vertical sheet metal sign that extends from the middle of the second floor to the top of the fourth floor. “The Otis Hotel” and a double arrow formed in glass (neon) tubes project from the flat surface of the sign.

**East Façade along Madison Street**

The east façade, along the west side of Madison Street, is divided into three horizontal sections and three vertical sections, with the same upper window arrangement as the north, but in a wider field. The upper four floors are symmetrically-divided into seven window bays in the central section and three window bays at each end section. As with the front, molded concrete belt courses at the second and fifth floor levels, molded concrete sills, and the molded sheet metal cornice provide horizontal elements and enrich the upper levels of the façade. Brick quoins provide demarcation of the vertical divisions and accentuate the corners.

The ground floor, with its widening bulkhead wall, shows the downslope of Madison Street from south to north. The ground floor striated brick courses are formed by a horizontal pattern of four courses, a recessed course, four courses, recessed course, etc. This pattern details the field between the bulkhead wall and the brick courses forming the window head. That pattern runs from the northeast to the southeast corners, detailing the brick pier in the northwest corner, a solid brick wall between window and entry bays, and four pilasters framing the bays that flank the lobby entry and storefronts in the southeast corner.

The striations running south from the northeast corner pier are interrupted by a storefront window bay filled in with painted plywood. A low wood panel bulkhead wall forms the bottom while a molded wood header forms the top. Above the storefront window is a transom that extends to the brick window head. Like the storefront, the transom is covered with plywood panels into which horizontal louvers have been installed. Although not defined as a pilaster, a molded concrete capital details the inside corner of the window bay. The wall section south of this bay is solid striated brick that runs about fifty feet to a single door opening. A plaster-clad bulkhead wall forms the base for this brick section.

The hotel lobby has a mid-block entry (slightly south of) on the east façade marked by a projecting sheet metal canopy. Two shop-front bays flank the south side of the hotel entry and lobby, and a single shop-front bay flanks the north side. A door opening, framed by the brick wall and inset from the façade plane, is north of the shop bay. Plywood covers both the door and transom window above. The transom is also covered with plywood. Brick piers, detailed in striated brick pattern, rise to a brick window head and frame the shop front bay which is covered with plywood. A low bulkhead wall with three recessed wood panels is visible beneath the plywood.

The southerly brick pier framing the storefront also frames, along with a pier on the south side, the entry to the hotel lobby. Beneath a sheet metal canopy that projects about ten feet over the sidewalk is a metal-frame, double-door entry with sidelights and a transom window. All are covered with plywood. The canopy is attached to the wall by two ornate wrought iron scroll brackets below and two chains attached to the wall above the canopy. On the inside edge of the brick piers framing the entry bay are narrow pilasters clad with glazed terra cotta tile. South of the hotel entry is a large window bay in the lobby wall. Plywood panels cover the window but the tiled bulkhead wall remains exposed. Terra cotta tiles in a brown and white checkerboard pattern decorate the wall.

A blade sign, "Otis" in neon tube glass, and "Hotel Entrance" painted below, is attached to and extends from the wall above the canopy.

A striated brick pier topped with a molded concrete capital separates the lobby window bay from two storefront bays that extend to an identical pier with a capital in the southeast corner. The bay windows are covered with plywood, and plywood clads the low bulkhead walls. A steel post, clad with a recessed wood panel divides the two bays.

### **South Façade along Railroad Alley**

The south façade is a flat brick wall with little detail except for the southeast corner, window openings, and brick sills. The southeast corner exhibits the detailing of the east façade that wraps around the corner before terminating. Thus, the striation of the corner pier, the capital topping the pier, the belt course between the first and second stories, the corner quoins, the belt course of fifth floor, and the sheet metal cornice are revealed in a narrow column from grade to parapet. The wall terminates in a glazed terra cotta coping course. Nine window bays divide the façade. All are flat-arched with brick voussoirs and brick sills. Except for the egress windows at the fire escapes, the sash is one-over-one steel painted dark brown. The windows of the fourth bay from the east are shorter in height than the other bays because of a higher sill height. The fire escape runs between the second and fifth floors with a ladder to the roof, and stairs that drop to the ground. The ground floor from east to west consists of a corner shop front that is covered with plywood, a high horizontal window, a loading door, pedestrian door, vertical window, and pedestrian door in the southwest corner. These openings are covered with plywood.

### **West Façade (rear of building)**

Because the abutting Commercial Block does not extend to the alley, the southern one-third of the rear façade is visible from the alley and parking lot west of the building. The ground level is painted white and has a pedestrian door and a loading door but no windows. Visible on the second through fifth floors are the openings for the light wells, with a corresponding window bay on each side. (The openings on floors 2 and 3 are filled in with painted and ribbed sheet metal panels. On these floors, a hallway had been added ca. 1980s that connected the east-west lateral halls with the stairway in the southwest corner). The fourth floor opening is open, and on the fifth floor, is an open slot that extends through the parapet wall. The light well openings are wider than the flanking window bays, and framed by a brick sill and a segmental arch formed by voussoired bricks. The windows are likewise framed by brick sills but with flat arches formed by voussoired bricks. The sash is double-hung one-over-one steel painted dark brown. Two brick chimneys and window openings are visible in the façade section over the Commercial Block. The façade terminates in a glazed terra cotta coping course.

### **Interior**

The basement is divided into two sections that correspond to the structural division of the building. An east-west brick wall divides the building at the north wall of the lobby. The basement walls are concrete, basalt rubble, and brick. The northern section of the basement is unfinished and in deteriorated condition. Scaffolding has been placed beneath the sidewalks to prevent collapse. The southern portion is finished with concrete floors, with some wood and tile overlay, and includes the abandoned furnace, elevator shafts, electrical and communications equipment, and, at one time, the support functions of the hotel. Stairs from the lobby and from the egress stairs in the southwest corner provide access. Again, this space is largely deteriorated and will be renovated and adapted to the new use.

The first floor, that has essentially three floor levels and is comprised of storefronts and utility rooms, open to Madison Street and the alley on the south one-quarter; steps down about two feet to the hotel lobby and support rooms which are also accessed from Madison Street; and steps



down another four feet to the commercial storefronts that open to First Avenue on the north. At one time, there were five storefronts along First Avenue. Over the years, primarily in the 1960s-to-1970s, these spaces were consolidated into three spaces. In the last five years, the interior walls have been gutted and the deteriorated space is entirely open.

The lobby with access from the main entry on Madison Street is the only intact space within the ground floor. Further, it is the only space that has enough integrity to be renovated. Even this space, however, has been severely damaged from water infiltration—plaster is separating from wood lath and some trim is water-damaged. It is the intent of the building owner to restore, to the degree possible, the ca. 1910s-1950s lobby. The rectangular space that runs east-west is accessed from the original entry vestibule through aluminum-frame glass panel doors (outside these doors are covered with plywood). Original wood trim and leaded glass sidelights and transoms frame the entry and interior doors, as well as the wall panels of the interior vestibule walls. Within the lobby are original wood-clad posts and beams, and wood wainscot trim. The window to the south of the entry retains the upper sections of multi-lite leaded glass (lower tier has been replaced by single-panel sections). The original radiator cases and trim are extant. Two elevators are along the north side of the lobby with an open staircase that wraps around the north wall of the elevator shafts. A pigeon key case is in the southwest corner with an abutting door opening that provides access to the office and support areas. A door and ramp to the north side commercial bays are in the northwest corner. The floor is brown and white ceramic tile in a checkerboard pattern. The ceiling is plaster that is separating from the wood lath.

The upper floors are essentially (and were originally) identical and configured as single room apartments. From the lobby, a double elevator and stairwell that wraps around the elevator shaft provides access to the four residential floors and open to a north-south hallway at the front of the building (fronting Madison Street). That main hallway extends to the north and south emergency exit windows/fire escapes. A bank of rooms is on each of the outside walls and the inside corridor wall. Four double-loaded lateral hallways run west from this main hall. An open stairway is in the southwest corner of the building that provides access between the fifth floor and an exit at ground level, and continues to the basement. The six interior banks of rooms have access to light from lightwells that extend from the second floor and open to the roof (roofed over in the 1980s, but to be reopened). Most of the rooms are without restrooms and are outfitted with a closet and a sink. The restrooms are at the corners of the central and outside lateral hallways. These restrooms are divided: one with two toilet stalls, a sink and a tub, and the other with two toilet stalls and a sink. Over the years a few of the rooms have been combined, and kitchens and full bathrooms have been installed. There are approximately 40 rooms in each of the second and third floors, and 50 rooms in each of the fourth and fifth floors. According to an article at the time the building was constructed, there were 212 hotel rooms.

During the 1980s in order to provide emergency egress, a new hallway was cut into each of the second and third floors. These new north-south hallways created a loop that connected the west ends of the lateral hallways and the stairs in the southwest corner. In constructing the hallways, end rooms were truncated or eliminated, and the light wells were walled in (ribbed metal visible in west wall light well openings). This feature was not added to the third and fourth floors.

The hallways and rooms have plaster over lath walls and ceilings, and pine or fir floors. In many cases, floors have been overlain by carpet, and, in some cases, linoleum. The original hallway doors are five-panel wood with a transom window that opens into the room. A 10-inch wood base, and 4-inch chair rail, and 4-inch trim around the doors add detail to the hallways. Within

the rooms, approximately 13-feet by 14-feet in dimension, is 10-inch base molding, and 4-inch molding around the doors (hall and closet) and exterior windows. Original door passage hardware has been replaced. In some cases, original entries have been closed in and flat wood slab doors have replaced the original doors.

The open hallway in the southwest corner is wood with wood treads, risers, handrails, and square spindles. Newel posts are relatively plain, and in some cases the entire balusters and newel posts are removed (but will be replaced).

#### ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Several photos document minor alterations to the building's exterior. They include Libby photos from 1937, 1945, 1951, and 1956 (the 1937 and 1945 photos are available).

The basic configuration of the building remains the same; indeed, even the blade sign over the hotel entry canopy and the monumental corner sign were extant in the 1937 photo, albeit with a different hotel name than it began or ended with. No photos, however, are known that show the building in the year it opened, 1911.

It is the development plan for the building, per the Federal Historic Tax Credit Application Part 2 approval, to restore to the degree possible the 1930s era façade.

#### **East Façade and Hotel Entrance**

The bay openings and windows are essentially the same as depicted in the 1937 photograph, however, the canopy has been stripped of decorative metal and glass features on the top and bottom of the canopy structure. The doors to the lobby are aluminum-framed replacements. The lower sections of the leaded glass lobby window have been altered by removal and replacement of the multi-lite section by single-lite glass panels. It appears that the storefronts are largely intact, but that cannot be determined until the plywood is removed.

#### **North Façade Storefronts**

The storefronts have been completely altered, but there may be remnants of the original façade. There are several sections of multi-lite (4-inch) leaded glass transom panels behind the brick tiles. Again, once the plywood can be removed the remaining trim and moldings will be assessed to identify original material. Some alterations were completed initially in the early 1950s, with the major alterations and current façade added in the 1970s.

#### **Interior**

Other than the lobby, the first floor will be essentially a new plan with new materials. Historically, five to six tenants occupied the First Avenue frontage of the first floor. Over the years, the westerly spaces were consolidated into a single restaurant and the two easterly spaces remained as separate storefronts. The remaining demising walls were removed several years ago. The storefront at 106 South Madison was also gutted during this period. The storefronts at 112 and 114 had, in its last use, been combined and divided into office uses that have subsequently been gutted.

The second through fifth floors, per the Part 2 approval, will retain the original public spaces floor plan with a couple of exceptions. Two rooms will be eliminated in the hallway opposite the elevator landing. In the present configuration, it is not possible to provide the hall width (because of structural posts) for handicap accessibility, thus two rooms would be eliminated and turned

into a lobby space. The main and lateral hallways will be retained, but the access to the fire escapes will be truncated and included in the rooms at the end of the hall. The original door and transom openings will be retained with original five-panel doors to the degree possible. The southwest stairs will be refurbished. An additional egress stairway will be constructed in the northwest corner with egress to First Avenue.

**SECTION 8: STATEMENT OF SIGNIFICANCE**

## Area of Significance:

A – Broad Patterns of Spokane History

C - Architecture

Significant Dates: 1911 - construction

Period of Significance: 1911-1948

Architect: Cowley &amp; Rigg

Building Developer: Dr. Joseph E. Gandy

Building Contractor: unknown

**SUMMARY STATEMENT****Significant under Category A – Broad Patterns of Spokane History**

The 1911 Willard Hotel is eligible under Category A because its construction began during the city's most significant period of growth, 1900 to 1910. As an early downtown single room occupancy hotel (SRO), the Willard Hotel is a specific property type within the downtown district. In the commercial vernacular style, the building exhibits the characteristics of a single room occupancy hotel, with commercial use on the ground floor. The living units were small rooms with no kitchen or bathroom (bath and toilet down the hall), and only a sink. This floor plan and room configuration is characteristic of SROs. With the hotel lobby and commercial storefronts on the first floor, the building housed second- through fifth-floor rooms and provided lodging for working class clientele in the growing downtown. The Willard operated continuously as a lower-to-middle income apartment building from its completion in 1911 to ca. 2007, although the last years of its life were serving a low-income clientele. The Willard was one of many such hotels and apartment buildings that existed along First Avenue. The developer/owner of the hotel, Dr. J.E. Gandy also owned the Commercial Block, an SRO, abutting the west wall of the Willard. Gandy and his family resided in the hotel until 1920, and both buildings remained in the ownership of the Gandy family until 1969.

As a former SRO, the building exemplifies aspects of the characteristics (but most will be removed) described in the multiple property documentation "Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900 to 1910."

The building is individually listed in the National Register of Historic Places (1998) with significance under Criterion A and C. The period of significance was from 1911-1948. The building is also a contributing building of the West Downtown Historic Transportation Corridor National Register District as an SRO.

**Significant under Category C – Architecture**

The five-story red brick and stone building is a good example in the downtown of commercial style single room occupant (SRO) residential hotel. With commercial use on the ground floor and apartments above, the building was a classic SRO.

The detailing suggests the work of an accomplished architect, in this case, Arthur Cowley and Archibald Rigg. It is interesting to note that Arthur Cowley was involved in designing three of four corner buildings in the block bounded by Madison Street, Second Avenue, Jefferson Street, and First Avenue: the Otis Hotel (Willard), the Alberta Apartments (Boja, 1910), the Norman Hotel (Windsor Annex, 1911) and the Jefferson Hotel (Windsor, 1908). The five-story building along with the five-story Madison Hotel across Madison Street, anchors the southern corners of

the Madison and First Avenue intersection. The detailing of brick coursing, the symmetry, and the division of the building both vertically and horizontally by brick quoins, window arrangement, and contrasting belt and sill courses, and the prominent sheet metal cornice, create a distinguishable edifice that enriches the First Avenue street front and complements the Madison Hotel to the east, and the Parsons Hotel, a block further west.

West First Avenue became a major corridor of single room occupancy hotels, several of which remain in a frontage that runs from Monroe Street to Jefferson Street. The Commercial Block in 1906 was followed by its abutting neighbors on the west, the Windsor Annex (Norman Hotel) that in 1910 would fill in the gap to the corner anchored by the 1909 the Windsor Hotel (Jefferson Hotel), and on the east, the Willard Hotel in 1911. Preceding the Willard across Madison Street to the east, was the New Madison Hotel in 1904, and further east at the other end of the block, the oldest in the neighborhood, the Montvale in 1899. In the block to the west of Jefferson Street is the Parsons Hotel (1908-09).

#### **Development of the Willard Hotel Block**

The first map depicting the site of the Willard Hotel was the 1888 Sanborn Fire Insurance Map, but it only showed a portion of the lot along the west side of Madison Street. First Avenue bounds the north side, Jefferson Street the west side, and the Northern Pacific Railroad on the south side.

The 1889 Sanborn showed a frame dwelling and outbuilding on the two lots that Gandy had purchased from the Northern Pacific RR Co. in 1882 and 1883. Dwellings occupied the three lots to the west. South of the half-block was the Northern Pacific Railroad main line and spurs.

New buildings were depicted a year later in the 1890 Sanborn. The frontage along First Avenue was filled in with new buildings. The Gandy lots contained three buildings with lodgings facing First Avenue, a dwelling facing Madison Street, and the Washington Stone Co. at the southeast corner facing the Northern Pacific railroad tracks. Eight dwellings occupied the middle of the block, facing both First Avenue and the NP tracks. "Star Feed and Sale" with lodgings, and a feed and hay warehouse, another dwelling, a print shop, and a vacant lot completed the block. L. Levinsky's Lime Warehouse was the sole structure in the rail corridor to the south.

The 1891 Sanborn showed about the same structures, but two had transitioned to brick, and three dwellings had been removed. The frontage of the Gandy lots had been filled in, with one of the buildings constructed of brick.

In 1902, the Gandy lots were fully developed with two-story lodgings along First Avenue, the dwelling along Madison Street, but Washington Stone had vacated and the building it had occupied was now a livery stable. Livery stables occupied the west end of the block, and "White Front Livery Feed Stable and Corral" ran the entire frontage of Jefferson Street between First Avenue and Railroad Alley. Klondike Livery, a wagon and carriage house with stables to the rear were also First Avenue neighbors. Across Railroad Alley to the south was the Diamond Ice and Fuel Company that featured a rail spur and accessory buildings with "coal in sacks" and coal sheds. Across First Avenue to the north, the brick Felix Block, along with the Montvale Block (1899) on the block to the east, began the march of single room occupancy hotels along First Avenue. All Saints Cathedral anchored the west end of that block.

Dramatic changes were depicted on the 1910 Sanborn. The Gandy lots were shown as a blank captioned with "FOUNDATION FOR 5 STORY BRICK BUILDING." The Commercial Hotel, built by Gandy and his wife in 1906-07, occupied the middle of the block and fronted along First Avenue. Two frame dwellings remained in a void to its south. The lot abutting the west, was captioned "EXCAVATION FOR 3 STORY BRICK BUILDING." The end of the block occupying the entire Jefferson Street frontage (Jefferson Hotel, 1904), and with its front door on First Avenue was a new three-story brick building. [Note: the 1910 Sanborn shows the Jefferson Hotel (Windsor) in place. Assessor shows 1909 as construction date, with a couple of journals (and SR-7/2/1908) announcing in 1908 that it would be built by Harry Oechsi with Keith & Whitehouse and Arthur Cowley as architects. According to the Assessor's files, the Norman hotel was built in 1908, but the 1910 Sanborn shows the lot as being excavated, and *The Spokesman-Review* in an October 1910 article mentions the building, along with the Willard, as filling in the block front along First Avenue: "The material is brick and terra cotta, matched with the Windsor hotel building on the southeast corner of Jefferson street and First avenue." Also note that the Parsons Hotel, completed in 1909, is on the west side of Jefferson Street.]

By 1911, and depicted on the 1926 and the 1952 Sanborn maps, the entire block was filled with brick buildings. The five-story Willard (Otis) was completed in 1911 (and renamed the Atlantic by 1926), the three-story commercial block in 1906-07, the three-story Windsor Annex (now Norman) 1911, and anchoring the west end of the block, the three-story Jefferson (Windsor) in 1909. The Jefferson (Windsor) was designed by Keith and Whitehouse and Arthur Cowley. Further, the Norman, originally called the Windsor Annex was built in 1911 or 1912. An SR 1910 article, with a photo of the block, reports the construction of the building next to the Jefferson (Windsor) Hotel and attributed its design to Cowley and Rigg.

#### **Chronology of the Development of the Willard, the Atlantic, the Milner, the Earle, and the Otis Hotels**

Dr. Joseph Gandy arrived in Spokane Falls in 1880, served a two-year stint as a surgeon for the U.S. Army, and soon began purchasing property and developing buildings. Deed records show that J.E. Gandy purchased Lot 5 Block 19 from the neighboring Northern Pacific Railroad Company (NPRR) in 1882 for the sum of \$100. The price had increased substantially when Gandy purchased the adjacent lot, Lot 6, from the NPRR in the following year for \$150. Gandy received a permit to connect to the water main in 1903, built some minor buildings on these lots over the next two decades and would, in 1906, build with his wife the Commercial Block on the westerly abutting lots 3 and 4.

The 1910 Sanborn Insurance map showed the completed Commercial Block and "FOUNDATION FOR 5 STORY BRICK BUILDING" on the two easterly lots on which the Willard would soon rise. In August of 1910, Gandy applied for a side sewer permit. And apparently the bricks were stacked quickly because in the fall of 1910 both of Spokane's daily newspapers published articles of its nearing completion.

*The Spokane Daily Chronicle* included a photo in its September 16, 1910 edition with the caption: "New Gandy Building on First Is Soon to Be Ready for Tenants."

On October 30, 1910, *The Spokesman-Review* reported: "TWO BUILDINGS REPLACE SHACKS ON FIRST AVENUE," and illustrated with a photo.

The above picture shows the north side of First avenue, from Madison street to Jefferson street in which two costly buildings have been built this summer. These two buildings are on sites formerly occupied by livery stables and have added thousands of dollars to the value of the block.

The building shown at the left end or east end of the block is the J.E. Gandy building, being completed at a cost of \$130,000. This building is 100 by 155 feet, has 212 rooms on the four top floors and seven store rooms on the ground floor, besides the hotel lobby, dining room and kitchen. The basement is full size and finished. The building was designed by Cowley & Rigg, architects.

The other new building which is shown next to the right hand end of the picture is owned by Rachael Newman, at a cost of \$45,000. This is a three-story brick structure, with two store rooms on the ground floor, a full basement, and 52 rooms. It has a frontage of 50 feet and is 155 feet in depth. The material is brick and terra cotta, matched with the Windsor hotel building on the southeast corner of Jefferson street and First avenue. This building also was designed by Cowley & Rigg. C.W. Pettifer was the contractor.

In 1911, based on electrical and other building permits, the occupants of the commercial spaces of the Willard included Shaddock Drug in the northeast corner at 1101 West First, T. J. Riley at 1103, and Goodyear Rubber Company at 1107. On the Madison side, Spokane News Company occupied 114 South Madison. Over the years, as is typical with downtown commercial buildings, the tenants both downstairs and upstairs would change. The name of the hotel would also change several times to the present day.

The 1920 Polk Directory listed the Willard Hotel at 110 South Madison as under the management of the Dessert Hotel Company (a 1916 listing had J.E. Gandy as the manager). Although the Willard was no longer managed by Gandy, Polk listed Gandy, Joseph E, physician, as a resident of the building.

The 1920 census indicated that Gandy and his family continued to live in the building in unit #131. Joseph was 72 and his wife Harriet was 77 years of age. The census counted a total of 113 residents in the building, 15 families with 44 persons in numbered units, and 69 "Roomers," of which 56 were men, in three groups of units. Most all the residents were born in the United States, with nine Canadians, three Englishmen, three Swedes, two Germans, and one each from Ireland, Norway, and France. A wide variety of vocations were represented: janitor, meat cutter, telephone operator, contractor, printer, bookkeeper, upholster, teacher, machinist, blacksmith helper, laborer, repairman-auto, saw setter, pressman, electroplater, farm laborer, cattle buyer, saleslady, dressmaker, dental assistant, cook, clerk, barber, nurse, stenographer, and others.

In the following year, Polk listed the Atlantic Hotel at the 110 South Madison address. Fredrick Marschante of Dessert Hotels was the resident manager. Permits were issued for the Atlantic hotel in 1922—a sign of 200 lamps in September. In October, owner J.E. Gandy would apply for a permit to make alterations to the Atlantic Hotel with a value of \$200.

On March 26, 1923, J.E. Gandy granted a Deed of Trust to Lloyd E. Gandy in the amount of "\$1 and love and affection" for Lots 5 and 6, Block 19. The elder Gandy would later move in and

live with his son Lloyd, an attorney, at West 27 Sumner. The 1929 Polk Directory listed Joseph E. Gandy, physician, Joseph E. Gandy Jr., student, and L.E. Gandy at that address.

In 1929, Mrs. S.M. Roland, nurse, was listed as manager, and was included in the 1930 census as a "Lodger," 57 years old, with the profession as nurse. Ms. Roland was one of some 95 "Lodgers" listed as residing in the hotel. As opposed to the 1920 census which listed apartments with families, the 1930 mix was all lodgers, single people ranging from 18 to 85 years of age, distributed almost evenly in the ten year spans from 20 to 29, 30 to 39, and 40 to 49. Eleven nationalities were represented, and as with the 1920 group, a wide variety of jobs represented including aviator, furniture varnisher, piano player, railroad brakeman, theater stage employee, saladmaker, watchmaker, and printer as well as most of those listed in 1920.

In 1930, the hotel still carried the name Atlantic under the operation of Dessert. J.E. Sullivan, barber, had a shop at 106 South Madison, and the Spokane News Company maintained the 114 address. On West First Avenue, G.H. Smith, barber, and the Atlantic Pool Hall occupied 1105, E.B. Osterhout Restaurant was at 1107, 1109 was vacant, and Autowrecking Supply was at 1111.

In May of 1933, Lloyd Gandy, owner, took out a building permit for work valued at \$2,000 to repair fire damage.

The last listing in Polk as a member of the Dessert Hotel family was in 1931, but the name Atlantic Hotel would persist until 1940 after which the Milner Hotel took its place. The 1940 Polk listed Sun Drug Co. at 1101 West First, Pacific House and Window Cleaners at 1103, Atlantic Beer Parlor at 1105, White Spot Restaurant at 1107, Sunburst Club Beer Parlor at 1109, and AA Auto Wrecking at 1111. On the Madison side, Spokane News remained at 112 and 114, and Rainbow Mining and Milling Ltd. occupied 106.

In 1947-1948 the name of the hotel again changed, and it was now called the Earle Hotel. In October 1947 Charles Quisenberry obtained a building permit to alter the front and interior of West 1107 for a beer tavern and restaurant in the amount of \$3,000. Lloyd Gandy applied for permits in March of 1948 for electrical work for the Milner Hotel; and in September, to install bathrooms with a construction value of \$12,000, for the Earle Hotel. The tenant mix in 1950 was about the same as previous years, but Lee and Hodgen Variety occupied 1101 West First, the Handy Mart grocery would occupy 1103, Arrow Cleaners and Tailors at 1105, the Earle Grill at 1107, Sunburst at 1109, and Bradley Heiser Co., Contractors at 1111. The Earle Beauty Shop was at 106 and John Wilson Wholesale Auto Access was at 112-114 South Madison.

In March of 1955, L.E. Gandy applied for a building permit to provide an elevator shaft for \$5,000, and Otis Elevator Co. received an electrical permit to install an elevator. In the following year, 1956, the Earle Hotel would become the Otis Hotel. Changes were made under permits issued to L.E. Gandy in December for cutting an opening to connect the Earle Grill with the Otis Hotel Lobby and for a corridor partition "as shown in plans." In February 1956, the Earle Grill at West 1107 received a building permit for interior alterations for a restaurant and lounge in the amount of \$20,000. Electrical and plumbing permits were issued for the same project. In February of 1957, Lloyd E. Gandy and his son, Joseph E. Gandy signed a mortgage to Washington Mutual Bank for a \$160,000 loan secured by Lots 5 and 6 (the Otis Hotel), and Lots 3 and 4, Block 19 (the Commercial Block).



In 1960 Lee and Hodgen Variety continued to occupy 1101 West First, the Handy Mart grocery remained at 1103, 1105 was not listed, Ritter's Restaurant, Falls Room and Cocktail Lounge was now at 1107, Sunburst remained at 1109, and Chuck and Ted's Tailors relocated to 1111. The TV Ad-Visor Publications was at 106 and John Wilson Wholesale Auto Access continued at 112-114 South Madison. In 1962, and the Coach House was first listed in Polk in the place of Ritter, and applied for electrical permits in 1964. The Coach House would have the address 1107 West First and expand to the west and occupy the bays at 1109 and 1111 until it was no longer listed in Polk in 2002.

Lloyd E. Gandy passed away in 1963 and the property passed to Joseph E. Gandy, the grandson of the builder of the Willard Hotel. In 1969, the property would again transfer within the family from Joseph E. Gandy, Executor of the Estate of Lloyd E. Gandy, to Joseph Edward Gandy, II, as trustee, and from Helen D. Gandy, Widow of L.E. Gandy to Joseph Edward Gandy, II, trustee. The property included Lots 5 and 6 on which the Otis Hotel was sited, and Lots 3 and 4, Block 19 on which the abutting Commercial Block was sited. On July 1969 (recorded in 1971) Joseph E. Gandy, II, would transfer via Statutory Warranty Deed, both the Otis Hotel and the Commercial Block to Jack and Vera Poulin and C.H. and Edythe Preble. [Note: genealogical research could not confirm that Joseph E. Gandy, II (or that he existed) was the son of Joseph E. Gandy, the grandson of Dr. Joseph E. Gandy. This author believes that Joseph E. Gandy, grandson and Joseph E. Gandy, II are in fact the same person and the Warranty Deed executed in April 1969 was to make that correction (or clarification) so that the Gandy family estate could be legally sold.]

The "brick" cladding that currently graces the front façade was added in 1972 per a building permit issued on September 6, 1972, to Kop Construction to "reface the front with an incombustible material," a construction value of \$8,000. At that time Lee and Hodgen Variety remained at 1101, Handy Mart at 1103, the Coach House at 1107; and Sunburst Tavern and the address 1109 was no longer listed, and Carlos Hair Styling continued to occupy 1111.

The Poulin-Preble partnership would own the building until 1981 when the buildings transferred to Otis Holdings, and in 1986 to John and Min Ha. In 1992, Spokane Housing Rehabilitation was owner of the building. Handy Mart, the Coach House and Carlos Hair Styling remained as tenants. On Madison Street, Point Man Ministries was at 106 and City Gate at 112-114. In 1992 was the last year that Handy Mart and Carlos were listed.

The Coach House Restaurant was last listed in 2002. Thereafter the address 1107 was not listed, and the occupants along West First included the Outreach Center at 1103 and a coin operated laundry at 1101. In the meantime, Pat Sullivan, MSW, was providing outreach services to veterans residing at the Otis for the Spokane Veteran's Administration Hospital.

2007 the Otis made the news when low income and residents were forced to move out in the wake of gentrification of the old downtown SROs. "Low-income tenants face evictions, uncertain futures," reported *The Spokesman-Review* in June. Ownerships would change and bankruptcies would occur over the next several years while the roof leaked, pigeons deposited guano and the building deteriorated.

After the controversy of evicting the low-income residents, the Otis became a stage set for low budget movies. In "Give 'em Hell, Malone" with Thomas Jane and Ving Rhames in 2008, the third floor window over the hotel entrance burst and exploded with flying glass as Thomas Jane

jumped out and landed on top of the entry canopy with brief case and gun in hand. Jim Kirshner of The Spokesman-Review commented: "Give 'em Hell Malone," on the other hand, is set in an unspecified low-rent film-noir 1940s fantasy world. Spokane fills this bill quite nicely, mainly because the director stayed mostly within three blocks of the downtown railroad tracks. Massive chunks were filmed at the old Otis Hotel."

Scenes for "The Big Bang" were filmed there in 2009 with Sam Elliot, Antonio Banderas, Snoop, Dogg, and Delroy Lindo. Also in 2009 was "Wrong Turn to Tahoe," with Cuba Gooding Jr. and Harvey Keitel.

And Adam Boyd, Spokane Arts Commission, listed as a Spokane movie people should see (SR, 2013), Give 'Em Hell, Malone (2009), directed by Russell Mulcahy and starring Thomas Jane. A gritty gangster film a little in the vein of Dick Tracy, the opening action/shoot out sequence has the Otis Hotel on First Avenue getting destroyed by special FX bullets and some hefty stunt work. (Adam Boyd, 2013)

The Otis would also be a backdrop for "The Immoral Augustus Gladstone," March 2014, produced by Robyn Miller, co-founder of the company Cyan Worlds. Finally, the television series Z-Nation, in a 2014 episode, spilled blood to go with the bullet-pocked walls from the previous mayhem that would fill the big screen.

### **Historical Context**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the West Downtown Historic Transportation Corridor (WSU, 1999), East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim in Spokan Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokan Falls in 1881 (the "e" was added to Spokane in 1883), the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east

downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks south of that warehouse district were shops and two-to-three-story apartment buildings and hotels. These apartment blocks ran along Second and Third avenues, and the cross streets including, Post, Howard, Stevens, and Washington as they advanced up the lower South Hill.

According to Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the state's three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

The West Downtown Historic Transportation Corridor National Register Nomination discusses the characteristic buildings within the district: Railroad-dependent warehouses and businesses, single room occupancy hotels and lodgings, and automobile-related businesses. In describing the SROs:

On the streets that run parallel to the railroad, lodgings for transient workers emerged in the form of single room occupancy hotels (SROs) and other lodging houses. Ten commercial style brick lodging houses stand extant along West 1<sup>st</sup> Avenue (old Highway 10). Two brick commercial style apartment buildings remain on West 2<sup>nd</sup>. A majority of the twelve are framed, brick blocks with terra cotta or metal trim. Most have brick, basalt, or poured concrete foundations. Roofs are typically flat. Eight of the hotels were constructed in the first decade of the twentieth century. The earliest, the Montvale Block, dates from 1899, part of the rebuilding boom that followed the 1889 fire.

**Characteristics of Single Room Occupancy Hotels (SROs)**

Craig Holstine in his National Register Thematic nomination, described the characteristics of the SRO as such:

Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, ...Most SROs had basements, usually used to house coal-burning furnaces and for storage. ...

In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from rear hall windows.

Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.

Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper level hallways received both artificial and sunlight from ceiling skylights. ... Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.

While some rooms were originally equipped with private baths, the overwhelming majority of rooms in all SROs did not have baths nor toilets. The features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

The Willard, built at the end of the period designated by Holstine, exhibits many of the characteristics described above. Although its well-appointed lobby was more akin to a commercial hotel, the Willard's layout was a classic SRO - with a main corridor paralleling the Madison Street frontage, five lateral hallways running west from that corridor and bracketing three lightwells, restrooms down the halls, and minimal amenities. Rooms each had a window,

either on the outside wall, or predominantly, along the inside lightwells. Rooms also had a transom window that opened into the hallway, and along with the windows provided ventilation. Rooms also had sinks and a closet, but the toilets and tubs were down the hall. The 1920 census suggested that permanent residents resided in numbered apartments, and “roomers,” perhaps more transitory, lived in more basic rooms.

**Dr. Joseph E. Gandy, Building Developer, and Gandy Family, Owners**

Dr. Joseph Edward Gandy was born in Sheboygan, Wisconsin on August 24, 1847. In 1864 after moving to Iowa with his family and attending secondary school, Gandy enlisted in the 44<sup>th</sup> Iowa Infantry and fought in the American Civil War. After the war, Gandy attended and graduated from Cornell College at Mount Vernon, Iowa. He then completed his medical studies at the University of Michigan. In 1875 he settled and began his medical practice in Tacoma. He was a member of the territorial legislature and in 1879 supported the subdivision of Stevens County to create Spokane County to which he moved in 1880. Joining the 250 or other inhabitants at that time in the city of Spokane Falls. In 1881, Dr. Gandy was appointed surgeon for the United States Army and serviced a two-year term, but continued the practice of medicine until 1889.

Gandy started purchasing land and outfitting the lots with buildings, and with partners built the Union Block in 1883. He built a second Union Block (Tull and Gibbs Building), the Gandy Block on Sprague, and the Commercial Block in 1906 before starting the Willard Hotel in 1910. He was one of the organizers of the Exchange National Bank, the Citizens National, and the Big Bend National Bank of Davenport.

After Dr. Gandy’s death in 1934, the property passed to his son, Lloyd E. Gandy, who was born in 1877 in Puyallup, attended Spokane public schools, and received a law degree from the University of Michigan in 1903. Newly married, he returned to Spokane to practice law. He was involved in community affairs, and as a Republican, was elected to the Washington State Legislature in 1910. He represented the governor at a reception in Washington D.C. honoring Theodore Roosevelt after he left the Presidency. He was an organizer of the Spokane Social Service Bureau and Community Welfare Federation, and active in the Boy Scouts. In 1959, the Eastern Washington Historical Society honored Lloyd Gandy as an outstanding pioneer citizen. Upon Gandy’s death in 1963, the family property holdings on West First which included the Otis as well as the adjacent Commercial Block were passed to his son Joseph E. Gandy until their sale in 1971.

Joseph was the third generation of Gandy’s to own the property. He was notable in Seattle civic affairs. Born in 1904 in Spokane, educated in Spokane public schools and the University of Michigan, Gandy moved to Seattle, practiced law, and was partner in a Seattle Ford dealership. He served as president of the Seattle Chamber of Commerce in 1956, was president of the board of Century 21 Exposition (Seattle World’s Fair), he was honored by the Seattle-King County Association of Realtors as the First Citizen Award for service to the Seattle community in 1962, and finally he was appointed by Governor Dan Evans to chair the State Stadium Commission which resulted in the construction of the King Dome. He passed away in 1971 at the age of 66.

**Architect – Arthur W. Cowley and Archibald Rigg**

Arthur W. Cowley, born in Spokane, practiced architecture in Spokane from about 1906 until his death in 1949. Cowley was recognized in the West Downtown Historic Transportation Corridor

National Register Nomination (1999) as designer of three major apartment buildings in the same block: the Otis Hotel, the Alberta Hotel, and Jefferson Hotel. Also in the district, but at the time of the nomination were not attributed to Cowley, are the Norman Hotel (adjacent to the Jefferson) also a contributing building, and the Child, Brothers and Day Auto Supply (at 1217 W First, 1910, altered and non-contributing). Additionally, Cowley designed the Inland Auto Freight Company building, a contributing building to the East Downtown Historic District (see list of buildings below).

Cowley's early work was noted in The Spokesman-Review in its 25<sup>th</sup> Anniversary edition marking Spokane's economic progress on June 17, 1909, featuring Spokane's economy and prominent citizens, included a sketch of "New Apartment House of N.W. Durham" with "Arthur W. Cowley Architect"

A little over a year ago this gentleman opened offices at 631-632 Peyton bldg. for the purpose of carrying on a general architectural business. Mr. Cowley was formerly an engineer of the Great Northern railroad and for a time was chief draftsman for that system. Since entering the architectural field Mr. Cowley has met with flattering success. During the year he was [sic] been actively engaged here he erected the Wellington apartments Sixth and Stevens street; the Buckman apartments, First avenue and Elm street; the Windsor store and hotel building, First avenue and Jefferson street, and several of the better class apartments in Spokane. He is now putting up the new N.W. Durham apartments at Third avenue and Lincoln street, a cut of which appears on this page. Mr. Cowley has also designed and prepared the plans for several handsome residences. Mr. Cowley is an enterprising young man, full of ambition and thoroughly conversant with this business.

N.W. Durham, in his history of Spokane (1912), wrote the following about Cowley, still early in his career in Spokane:

Spokane has grown rapidly and Mr. Cowley has had his share of the business in his line, his intelligently directed effort bringing him substantial reward while his work has been an element in the city's improvement. He has introduced many innovations in building lines and the structures which he has erected are the principal ornaments of their respective neighborhoods, pleasing to the eye and constructed with conscientious regard for real utility, and the comfort and health of their occupants. Because of his operations unsightly vacancies have become occupied by attractive edifices and real estate in all parts of the city have rapidly advanced in value.

Cowley is noted for his apartment and industrial buildings, several of which remain in use in Spokane. The Goodyear Tire and Rubber Building is one of four known industrial/commercial buildings that are extant in Spokane, and retains the best integrity of those buildings. Besides the Child, Brothers and Day Auto Supply (1911, 1217 West First Avenue), which is totally altered, are the Consolidated Motor Freight Warehouse (1935, 126 S. Sheridan/Pacific), and Inland Auto Freight Warehouse (1929, 159 S. McClellan). The Inland Auto Freight Warehouse has been altered by converting truck loading doors to window bays, and changing the original windows, but retains its basic form with relatively good integrity. The Consolidated building has also been altered but retains its basic form and some of the original windows.

An article in *The Spokesman-Review*, at his death in 1949 included below, recaps Cowley's life in Spokane and his important contributions to the city's architectural legacy.

#### **Arthur Cowley Taken By Death**

Arthur W. Cowley, one of Spokane's first native citizens whose life and that of his family have been interwoven in the history and development of this city since its establishment died yesterday in a hospital following a short illness.

The city's growth is full of evidence of Mr. Cowley's life, as he was a prominent architect here for nearly 43 years. He drew plans for some of Spokane's most substantial business and industrial buildings and fine homes which are monuments to his skill and ability. He remained active in his profession until shortly before he died.

Mr. Cowley was born October 9, 1878 in Spokane. He was the son of Henry Thomas Cowley, an early-day missionary who was one of the first settlers in this region. The only other white families here at the time the elder Mr. Cowley arrived were those of A.M. Cannon, J.J. Browne, and James N. Glover. Arthur Cowley was one of the first white children born in Spokane.

His father answered the invitation of the Spokane Indians to settle among them and the younger Mr. Cowley grew up under frontier conditions. He began his life in the home which his father and friendly Spokane Indians built in the center of the Spokane's camp, a beautiful wooded site now the location of Cowley park on Sixth between Browne and Division.

When the Cowleys arrived at Spokane Falls the little town had only one store. The Spokanes welcomed them, bringing them dried salmon, lean venison and a pail of milk.

After they had settled, the elder Mr. Cowley was able to build his first church at the site which is now Bernard and Sprague.

#### **Archibald Grant Rigg, Rigg and Vantyne Architects**

The biography of Archibald Rigg was provided by Michael Houser, State Architectural Historian ( <http://www.dahp.wa.gov/learn-and-research/architect-biographies/archibald-g-rigg>), and Durham in his history of Spokane.

Archibald Grant Rigg was born in Stratford, Ontario, Canada on April 5, 1878 and received his formal education from Trinity College in Toronto, and Columbia University in New York. ... Upon graduation Rigg took a job in Danville, Illinois and formed the partnership of Lewis & Rigg, through which "several notable buildings" were designed.

[Because of] health concerns, Rigg moved west, landing in Spokane where some reports indicate he became the head draftsman for the architectural firm of Cutter & Malmgren (1904-1905). His time in the west however was short-lived and around 1906, he was called back to east to Indianapolis to take care of his ill

father.

While [in Indianapolis] ... “he worked for architects Herbert Foltz and Wilson Parker. At the time, the firm was busy conducting a large amount for the State of Indiana, which gave Rigg additional experience and insight on how to handle large government projects. Projects by Foltz & Parker during his time in Indianapolis included several structures at the Indiana State Insane Asylum; the First Christian Church of Indianapolis; the J. A Sutherland House (1907); the Harry W. Long House (1907); the Senator Beveridge House; and the Indianapolis County Club (1910).

In 1910, he returned to Spokane and formed a partnership with Arthur W. Cowley. They made a specialty of designing apartment houses. Projects include the Wellington Apartments; the Altadena Apartments (c.1912); the Garry Apartments; the Buckman Apartments; and the Close-In Apartments. Other projects included the Gandy/Willard Hotel (1911) [Otis Hotel, and down First Avenue, the Norman and the Jefferson] the Spokane Taxicab Garage (c.1912); and a variety of homes for several of Spokane’s most prominent citizens.

...

By 1914 Cowley and Rigg had parted ways and Rigg formed a private independent practice (1914-1919). His projects during this time period included the Spokane County Tuberculosis Sanitarium (1914); a School in Davenport (1915); St. Luke’s Hospital and attached wings (1917-1919), the Downriver Club House (1916); the Symons Building (1917); a remodel of the Tidball Block (1917); the Robert Grinnell House; the Dr. Cunningham House; and the Dr. Charles & Edith Rigg House (1914). [Rigg also designed the Shoshone County Infirmary and Isolation Hospital in Silverton, ID and the Spokane County Infirmary and Isolation Hospital in Spangle.]

In 1919 he entered into a new partnership with Roland M. Vantyne. The new partnership may have been formed to take on the work of designing over 50 buildings for the U.S. Army at Greene Park Amusement Park in Tacoma. For the Greene Park development, Rigg & Vantyne opened an office in Tacoma to coordinate the firm's designs with local contractors, Pratt & Watson. Their most notable design at the Park was the Red Shield Inn (1919); a Swiss Chalet inspired structure which now serves at a military museum for Joint Base Lewis-McChord.

It was during this time that Rigg received his architect’s license - #220, on March 17, 1920. He was part of a large group of individuals whom were grandfathered in when the state began requiring architectural licenses in 1919.

Other projects in the Spokane area included the Salvation Army Headquarters Building (1921); Hutton Elementary School (1921); the Masonic Temple and subsequent enlargements; the Idaho State Tuberculosis Sanitarium (1922) in Payette; the US Post Office (1933, with G. Albin Pherson); the Science Hall/Abelson Hall (1935) at WSU; KFPY Radio Station Building (1936); and Shriner’s Hospital for Crippled Children (1938).



Over the course of his 50+ year practice, Rigg designed hundreds of buildings in a wide range of architectural styles spanning from the Revival period of the teens and twenties and into the post WWII era.

Rigg and his wife, Mayme Ethel Beck, were socially active and prominent members of Spokane's society. Together they had one daughter, Marian Beck. Rigg was a Mason in Oriental Lodge Number 74, and was a member of several social and professional organizations, including the Scottish Rite, El Katif Shrine, the Spokane Chamber of Commerce, the Spokane Amateur Athletic Club, the Inland Club, the Rotary Club, the Spokane Society of Architects, and the Spokane Chapter of the AIA where he served as chapter Vice President in 1931.

Rigg passed away in Spokane at the age of 80 on February 18, 1959.

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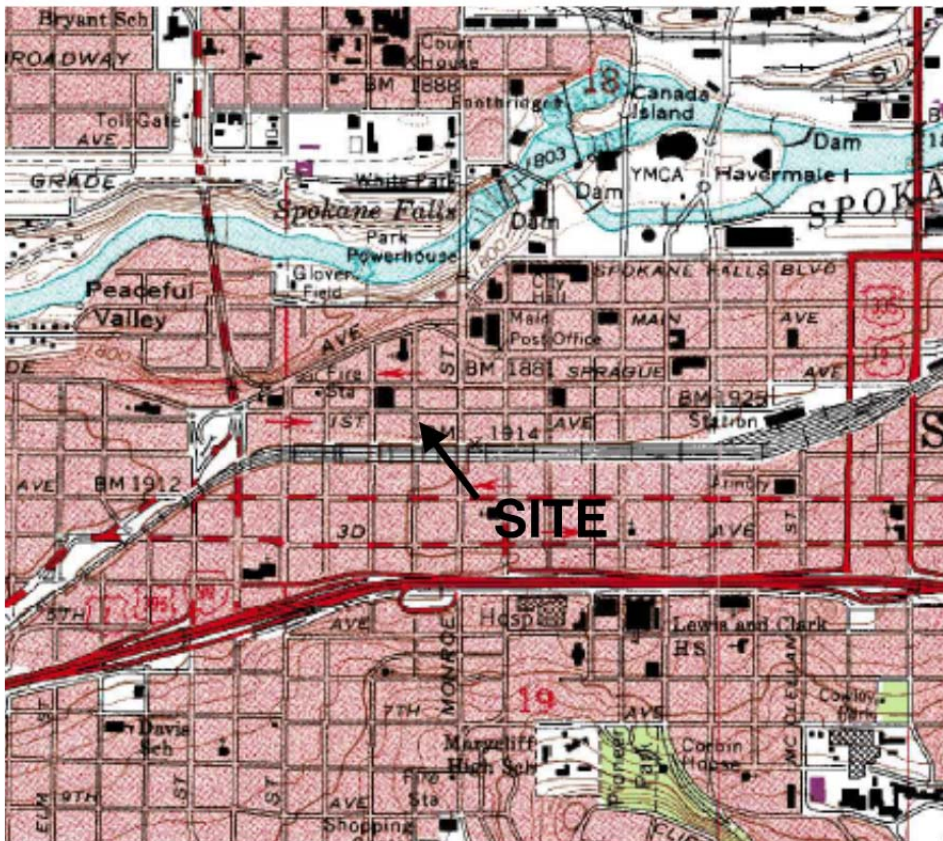
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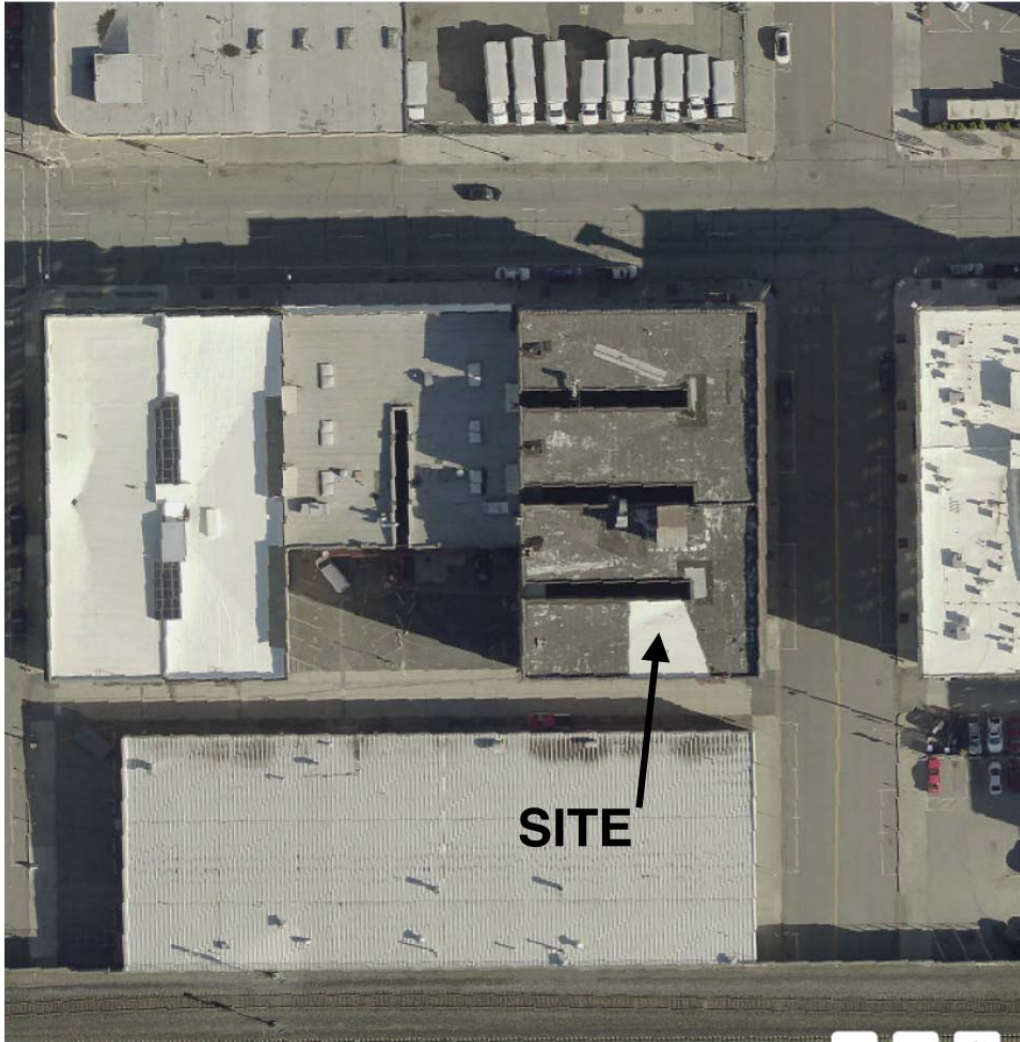
## Maps, Articles, Photographs & Drawings



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

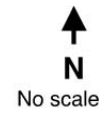
**OTIS HOTEL**  
**110 S. MADISON STREET**

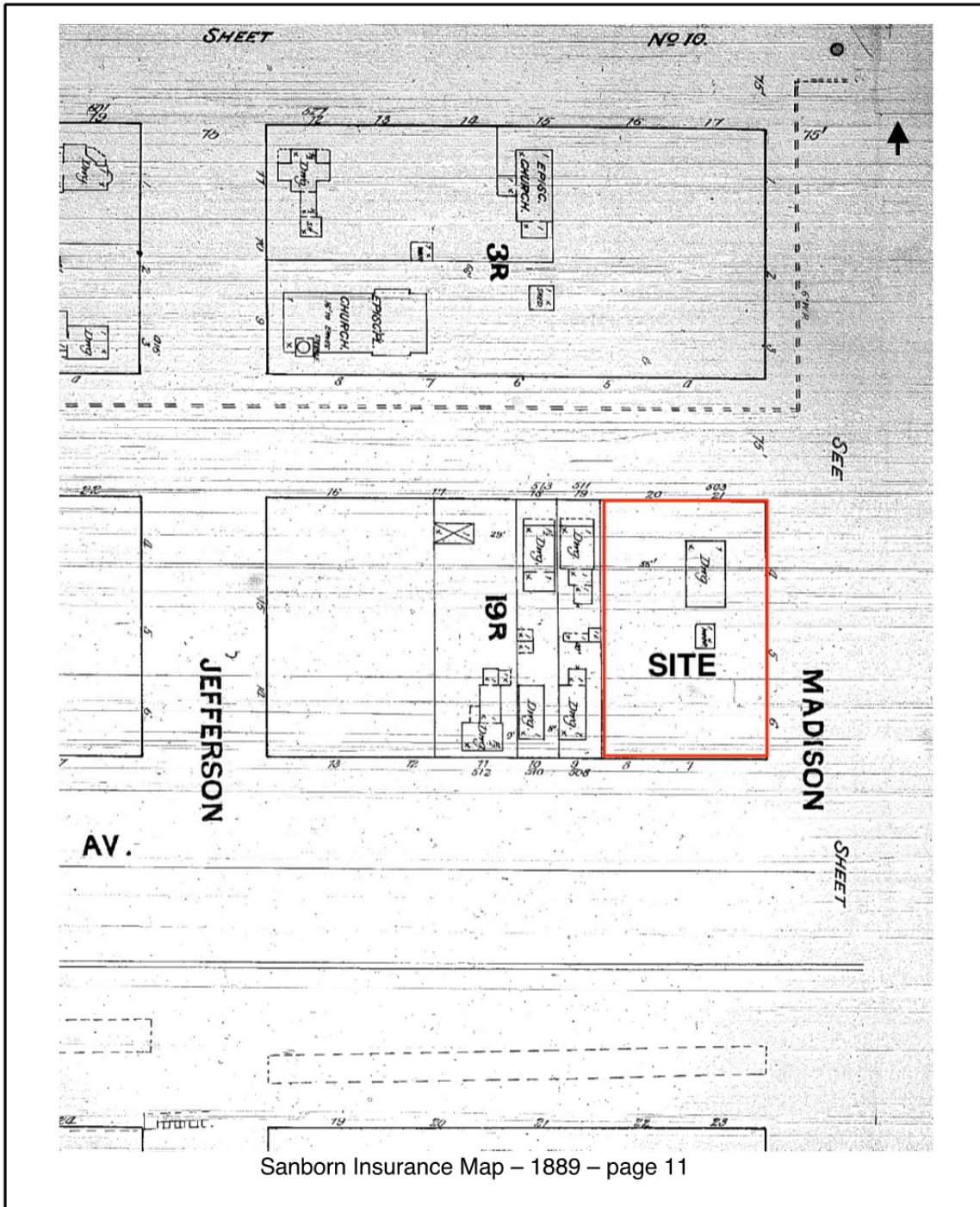
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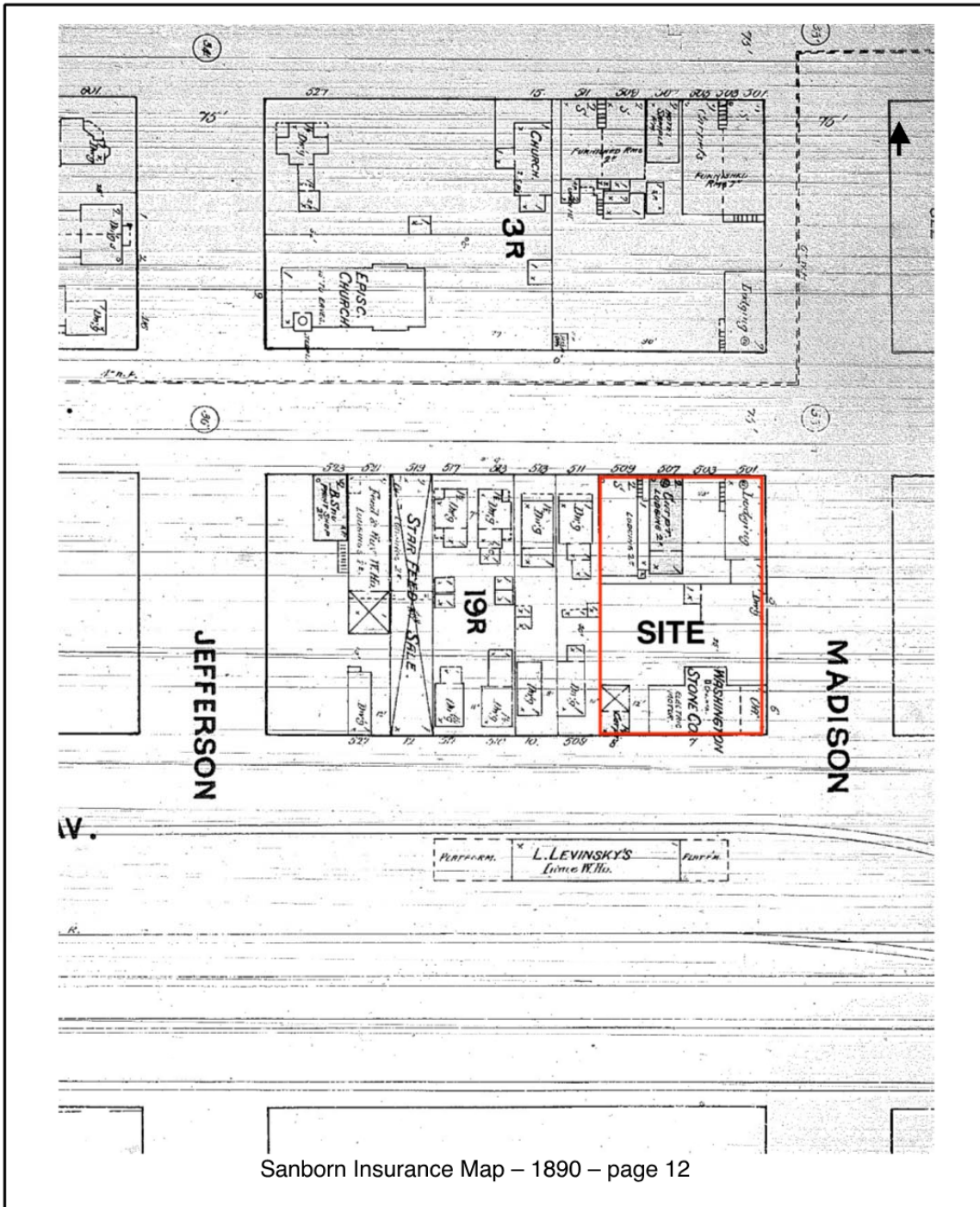
Spokane City Map – August 2017 Download

**OTIS HOTEL**  
**110 SOUTH MADISON STREET**



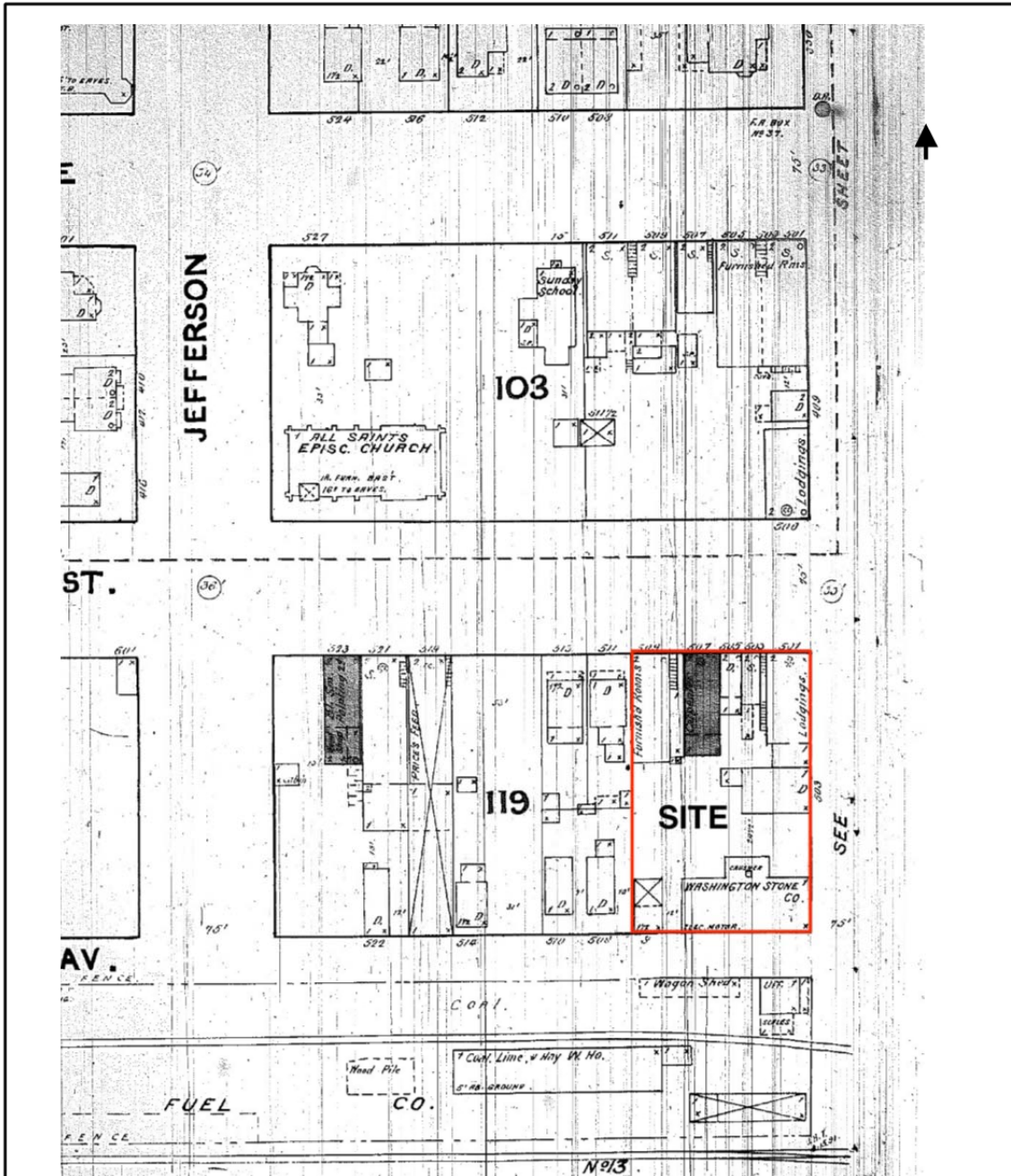


**110 SOUTH MADISON STREET  
1889 SANBORN MAP**



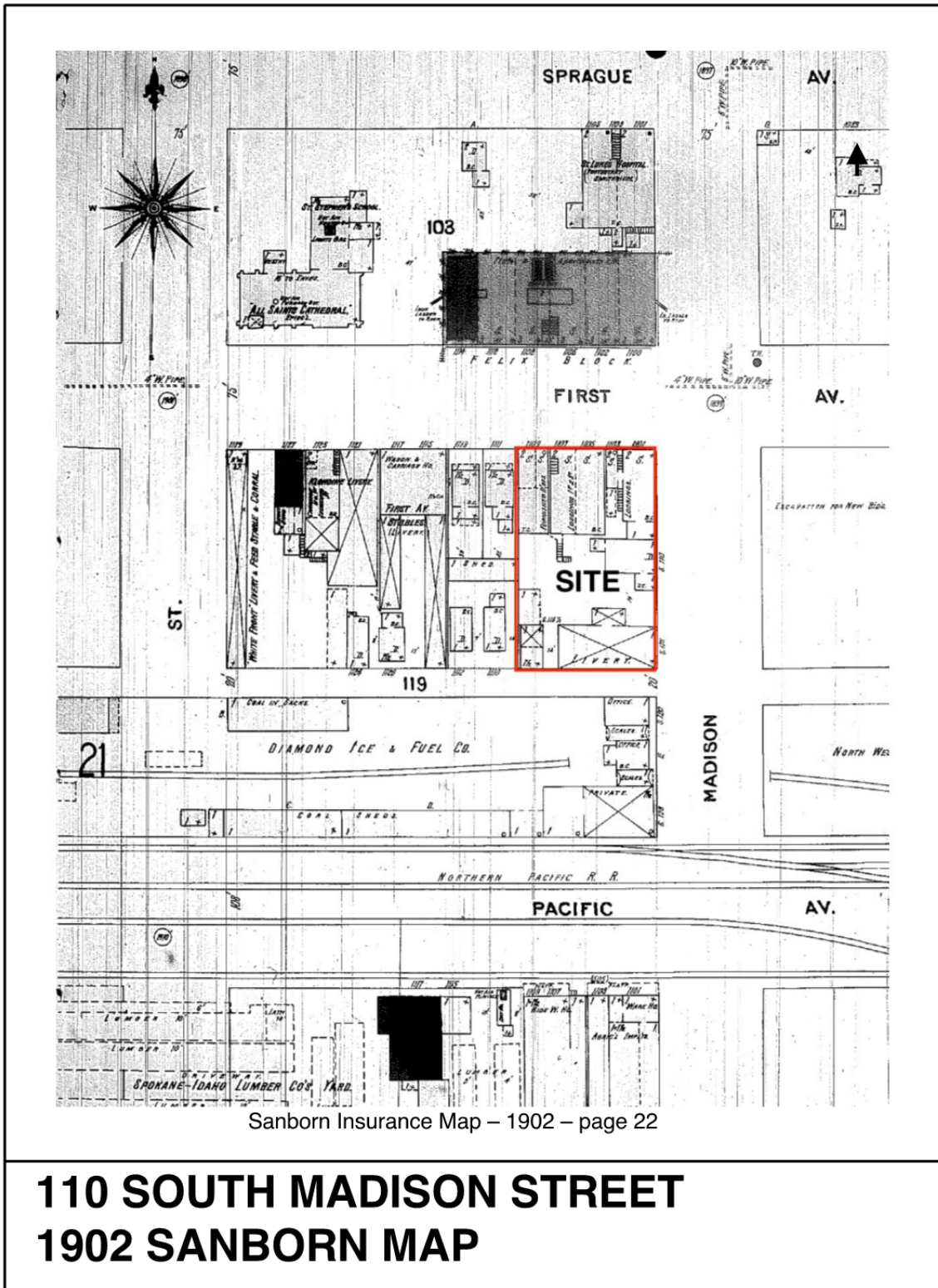
**110 SOUTH MADISON STREET  
1890 SANBORN MAP**





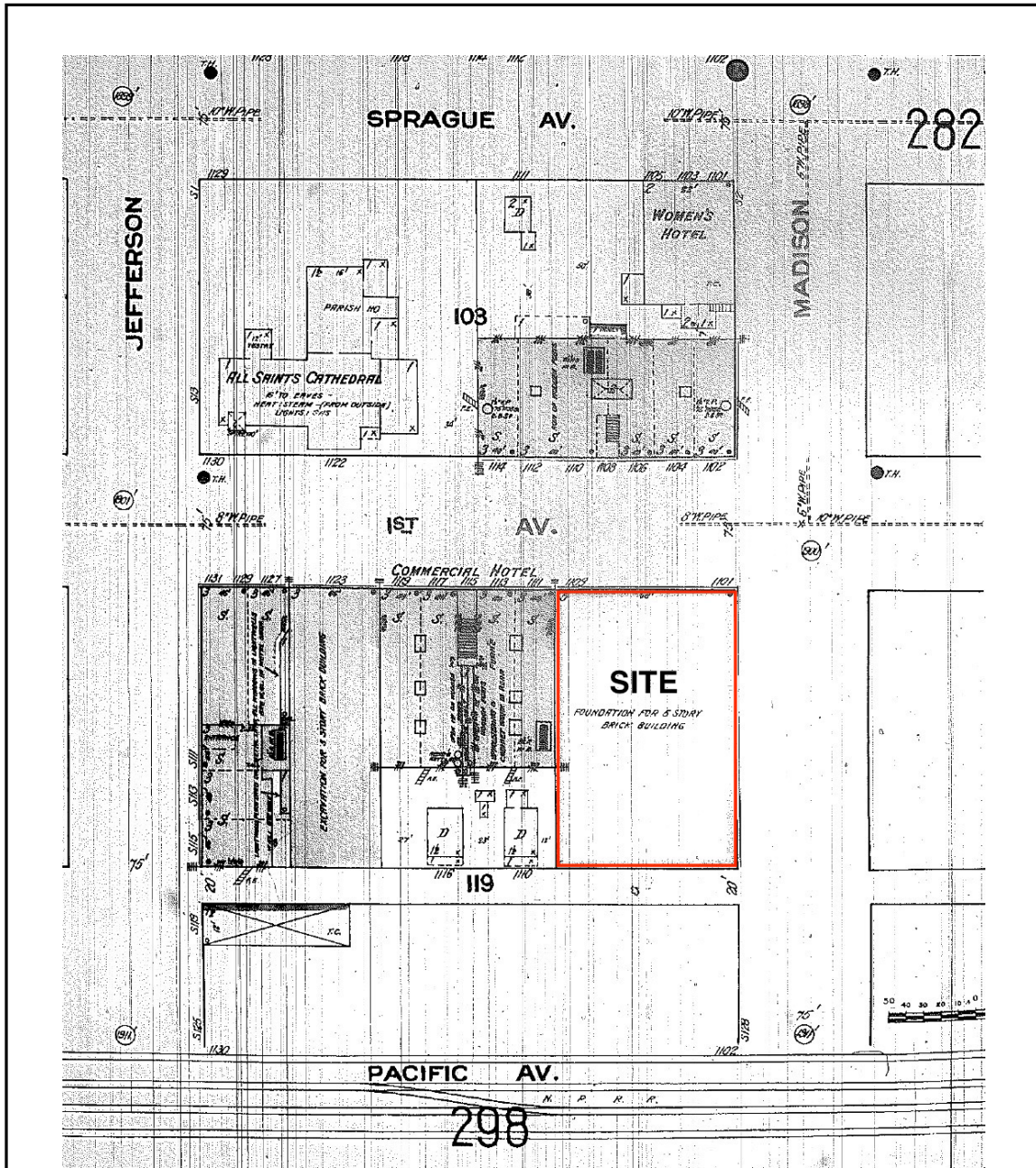
Sanborn Insurance Map – 1891 – page 11

**110 SOUTH MADISON STREET  
1891 SANBORN MAP**



Sanborn Insurance Map – 1902 – page 22

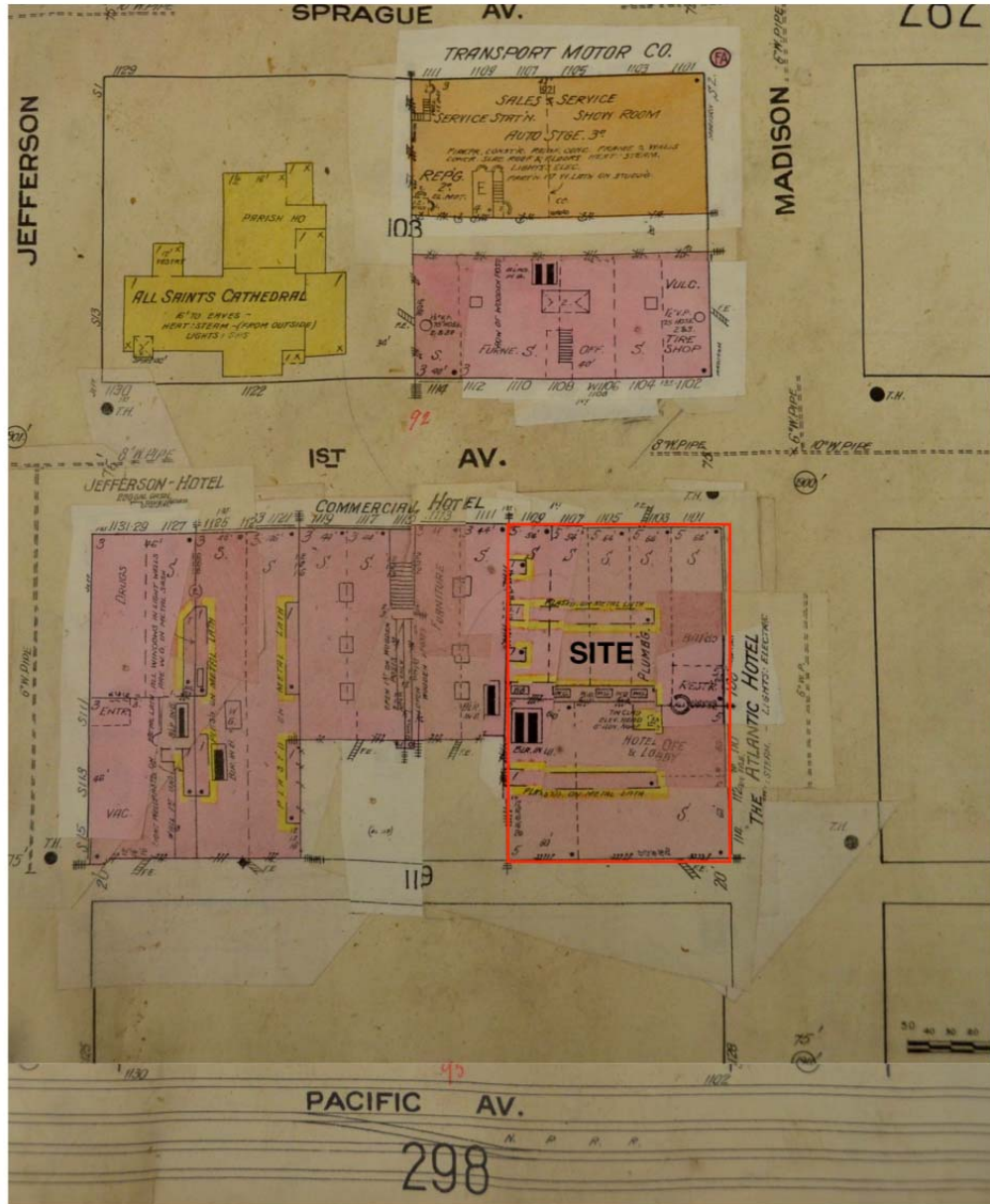
**110 SOUTH MADISON STREET  
1902 SANBORN MAP**



Sanborn Insurance Map – 1910 – page 281

**110 SOUTH MADISON STREET**  
**1910 SANBORN MAP**





Sanborn Insurance Map – 1910-1926 – page 281

**110 SOUTH MADISON STREET  
1926 SANBORN MAP**





Libby Photography – Otis tiff-1937-L87-1.11589-37

Oct 29, 1910

"The principal lending companies on the city property in Spokane are the Penn Mutual Life Insurance company of Philadelphia, the Northwestern Mutual Life Insurance company of Mil-

Patience—Don't you think a little knowledge is a dangerous thing?  
Patrice—Not if you get it at a correspondence school.—Yonkers Statesman.

11.—Mr. Sutherland will improve the property with a home costing between \$4000 and \$5000.

O. W. Watts bought of W. A. Hehner a 3-room house at E1518 Broad avenue, being lot 3, block 29, Lidgerwood addition, for \$500. It is purchased as an investment.

Robert H. Zinter has sold to a client of the Pacific Realty and Loan company a 6-room modern house at 62nd Perry street, for \$1000. The property is described as lot 8, block 11, Perry street.

## Two Buildings Replace Shacks on First Avenue



The side of First avenue, from Madison street to Jefferson street, in which two costly buildings have been built this summer. These two buildings are on sites formerly occupied by liver, stables, and have added thousands of dollars to the value of the block.

The building shown at the left end or east end of the block is the J. E. Lacey building, being completed at a

cost of \$100,000. This building is 100 by 155 feet, has 212 rooms on the four top floors, and seven store rooms on the ground floor, besides the hotel lobby, dining room and kitchen. The basement is full size and finished. The building was designed by Cowley & Higg, architects.

The other new building which is shown next to the right hand end of the picture is owned by Richard Newman, at a cost of \$45,000. This is a

three-story brick structure, with two store rooms on the ground floor, a full basement, and 62 rooms. It has a frontage of 20 feet and is 155 feet in depth. The material is brick and terra cotta, matched with the Windsor hotel building, on the southeast corner of Jefferson street and First avenue. This building also was designed by Cowley & Higg. C. W. Pettifer was the contractor.



1. Northeast Corner Showing North & East Facades



2. North-Front Facade Along First Avenue, Looking South



3. Northwest Corner, North Facade, Looking Southeast



4. Southeast Corner-East Facade Along Madison Street, Looking Northwest





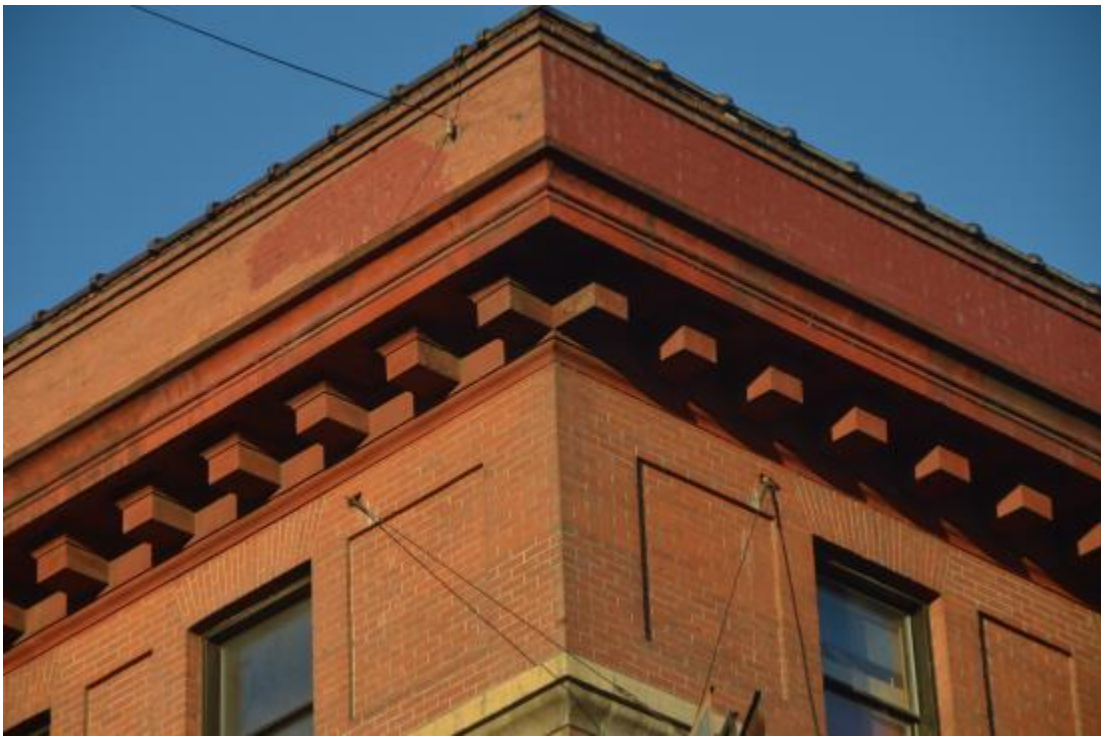
5. Southwest Corner, West Rear and South Alley Facades, Looking Northeast



6. East Facade Hotel Entry & Lobby Front and North Side Commercial Bay



7. Northeast Corner, North Facade First Floor, Looking West



8. Northeast Corner Showing Parapet and Cornice, Looking Southwest



9. Penthouse and Shed Covering South Skylight Well, Looking West



10. Entry to Hotel Lobby, and Flanking Commercial Bays, Looking West



1. Lobby Vestibule-Inside of Main Entry Bay, Looking East Toward Madison Street



2. Lobby, Looking Northeast Toward Entry Vestibule



3. Lobby, Looking East Toward Main Entry



4. Lobby, East End, Looking East



5. Lobby, Looking West Toward Registration Desk



6. Typical Back Room, West of Registration Area



7. Retail Space North of Lobby Entry Vestibule & Along East Side, Looking Southeast



8. North Side Retail Bays 1 & 2 Along East Side, Looking North





9. First Floor-Southeast Commercial Bays, Looking Southeast



10. First Floor-South Commercial Bays, Looking South at Exit to Alley



11. Basement, Looking North Along East Wall



12. Basement - Supporting the Sidewalk, North Side



13. Basement, South Section, Looking Southeast Toward Sidewalk Vault Scaffold



14. Basement, South Section, Looking Northwest Toward Boiler Room



15. Lobby, Northwest Corner, Door to Retail Bays, Stairs to 2nd Floor, Looking North



16. 2nd Floor Stair/Elevator Vestibule, Looking Southeast



17. 2nd Floor, Lateral East-West Hallway, Looking East From West End



18. 2nd Floor, North-South Front Hallway, Looking North From Stair/Elevator Vestibule



19. 2nd Floor, Typical Room on East Side



20. Typical Room Showing Sink and Medicine cabinet



21. Common Restroom, Looking from Hallway





22. Common Restroom Showing Toilet Stall



23. Central Stairway Between 4th & 5th Floors



24. 5th Floor-Stair/Elevator Lobby, Looking South



25. Stairs in Southwest Corner, Looking Down From 5th Floor to 4th Floor



26. Northeast Corner-Hotel Sign, Looking West

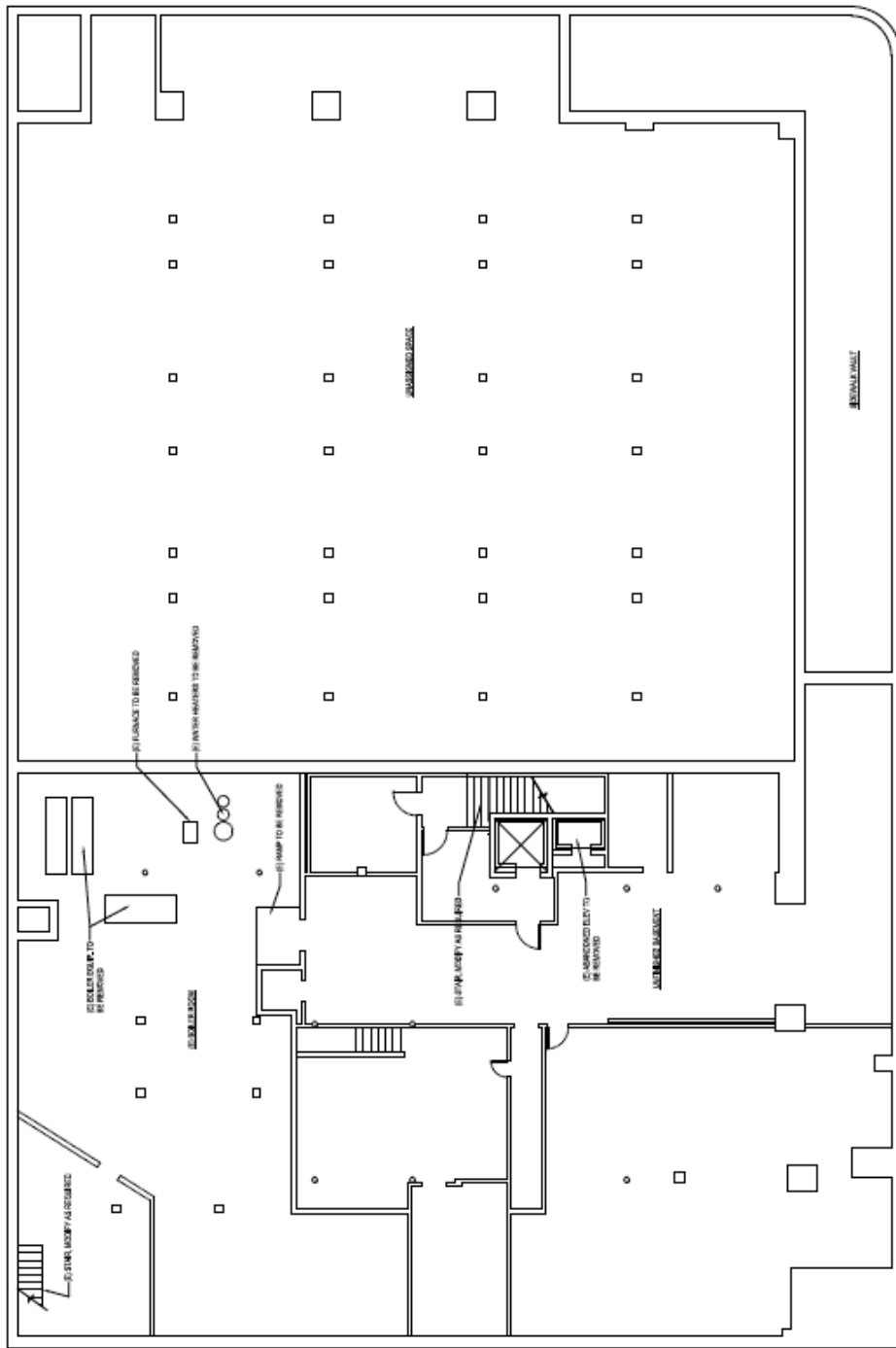


27. "Give 'em Hell, Malone" - 10/9/2008



28. "Give 'em Hell, Malone" - 10/9/2008



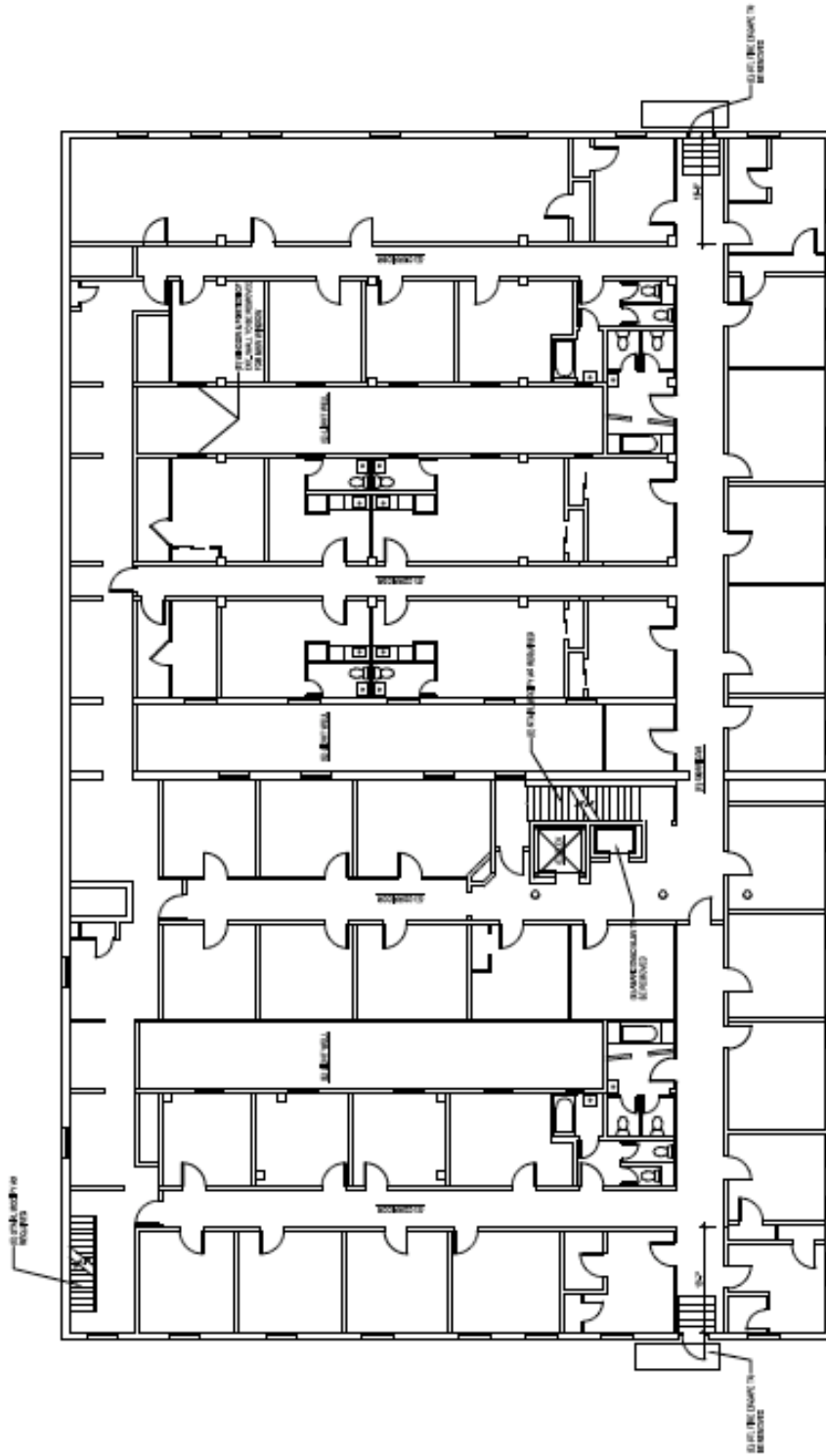


1 BASEMENT DEMOLITION PLAN

Scale: 1/8" = 1'-0"

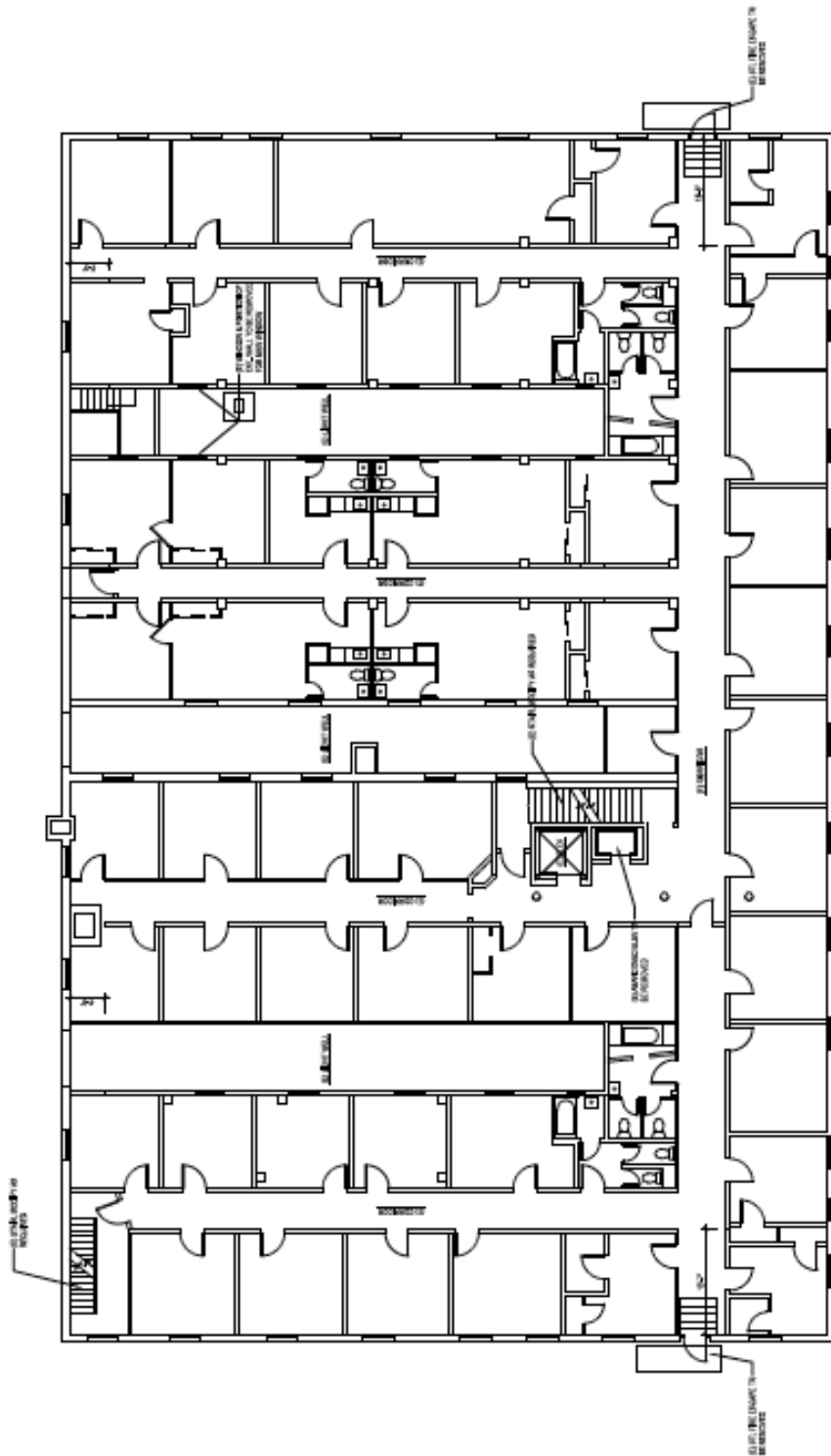






LEGEND  
—— EXISTING  
- - - - TO BE REMOVED

1 2ND-3RD FLOOR DEMOLITION PLAN  
Scale: 1/8" = 1'-0"



LEGEND  
——— EXISTING WALLS TO BE RETAINED  
- - - - - EXISTING WALLS TO BE REMOVED

1. 4TH-5TH FLOOR DEMOLITION PLAN  
Scale: 1/8" = 1'-0"



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

04/23/2018

<u>Date Rec'd</u>	4/9/2018
<u>Clerk's File #</u>	OPR 2018-0235
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5900 - CITY HALL LOBBY MODULAR WALLS - CONSTRUCTIVE, LLC		

Agenda Wording

An RFB was issued for the construction of modular walls for the City Hall lobby. Constructiv, LLC was the bidder selected at a cost of \$82,169.28.

Summary (Background)

The southeast corner of the City Hall lobby has been prepared to create three large conference rooms. Modular walls in the lobby are a cost effective solution in that they create attractive conference room space without having to incur the additional costs of reconfiguring HVAC, sprinkler and lighting issues. Constructiv, LLC was selected as the contractor.

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

Expense	\$ 82,169.28	# 5901 79160 57200 53505 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance 3/19/18
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rlukas@spokanecity.org	
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org	
<u>Purchasing</u>		cbrazington@spokanecity.org	
		mdoval@spokanecity.org	

## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Asset Management / Finance
<b>Subject:</b>	Modular Conference Walls in City Hall Lobby
<b>Date:</b>	March 19, 2018
<b>Author (email &amp; phone):</b>	Ed Lukas / <a href="mailto:elukas@spokanecity.org">elukas@spokanecity.org</a> / x6286
<b>City Council Sponsor:</b>	Candace Mumm
<b>Executive Sponsor:</b>	Tim Dunivant
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan <ul style="list-style-type: none"> <li>21<sup>st</sup> Century Workforce</li> <li>Live Within Our Means</li> </ul>
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Create three (3) conference rooms in the City Hall lobby.
<p><b>Background/History:</b> When the City of Spokane acquired our present City Hall and reconfigured the lobby circa 1982, the lobby incorporated many public interaction desks and customer service points on the entire 1<sup>st</sup> floor. Subsequent remodels walled off sections of the lobby and reduced public interaction in favor of record storage and non-public workstations for city departments.</p> <p>Over 3,000 square feet of City Hall's most visible, accessible, and arguably, valuable space has been unavailable to the public for years.</p> <p>In December 2017, the City relocated employees into more effective workstations created on the west side of the lobby. This has enabled the City to reconfigure and optimize our lobby to better serve the public and integrate well with our surrounding properties, including The Gathering Place, the Riverfront Park, and the Spokane Falls Blvd promenade which is under construction.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Conference rooms will provide seating for at least 44 people in three distinct areas.</li> <li>Location at the ground floor of City Hall facilitates public meetings and greater security.</li> <li>Conference room space can support public events at Riverfront Park, The Gathering Place, and downtown in general (e.g., Hoopfest, Spokefest, Bloomsday).</li> <li>Modular wall system can be reconfigures as needed in the future without expensive stick built construction costs.</li> <li>Modular wall system avails itself of the existing HVAC and lighting system, keeping costs down.</li> <li>Estimated cost: \$75,000</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

Yes

No

Requires change in current operations/policy?

Yes

No

Specify changes required:

Known challenges/barriers:

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Modular Walls for City Hall Lobby

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

\$ 82,169.28

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

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

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. CCONSTL\*83122

U.B.I. Number 604 185 177

Washington Employment Security Department Number 726170009

Washington Excise Tax Registration Number A40581819

City of Spokane Business Registration Number 604 185 177

COMPLETION TIME. All Work under the Contract shall be started after the date of notice to proceed. Work once started shall be completed by [COMPLETION DATE].

LIQUIDATED DAMAGES. If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of [DAILY DOLLAR AMOUNT] for each and every day the Work remains uncompleted.

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

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

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

FIRM/CONTRACTOR NAME: Constructive LLC  
SIGNATURE: *Nancy Miller*  
TITLE: *Self* PHONE: 509-482-7455  
ADDRESS: 5910 N Freya Spokane WA 99217



SUBCONTRACTOR LIST (OPTIONAL USE)

PROJECT NAME: [PROJECT TITLE]

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

CONTRACTOR/SUPPLIER Drywall Specialties Inc

TYPE OF WORK/BID ITEM Labor

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

CONTRACTOR'S REGISTRATION NO. DRYWASTI 099BG

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

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

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

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

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

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

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

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

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



## Certification of Compliance with Wage Payment Statutes

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

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

Constructiv LLC  
Bidder's Business Name

Tracy Miller  
Signature of Authorized Official\*

Tracy Miller  
Printed Name

Sec/Tres  
Title

4/3/18  
Date

Spokane  
City

WA  
State

Check One:

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

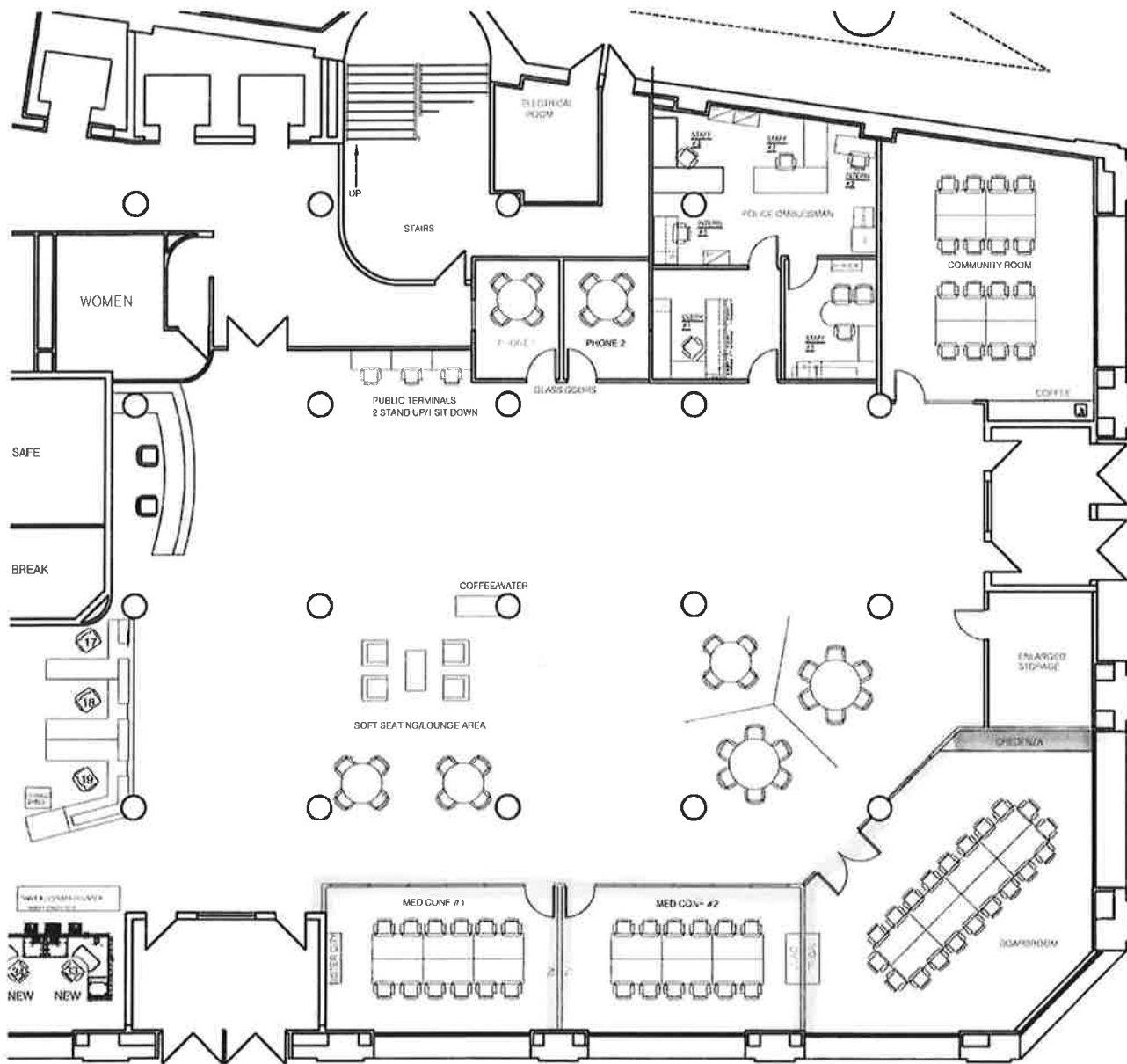
WA

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

\_\_\_\_\_

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

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



- 2 PHONE ROOMS
- POLICE OMBUDSMAN
- 1 COMMUNITY ROOM W/ MODULAR FURNITURE
- 3 PUBLIC TERMINALS
- 1 BOARDROOM
- 2 MEDIUM CONFERENCE ROMS

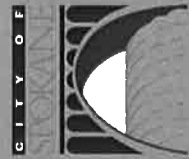
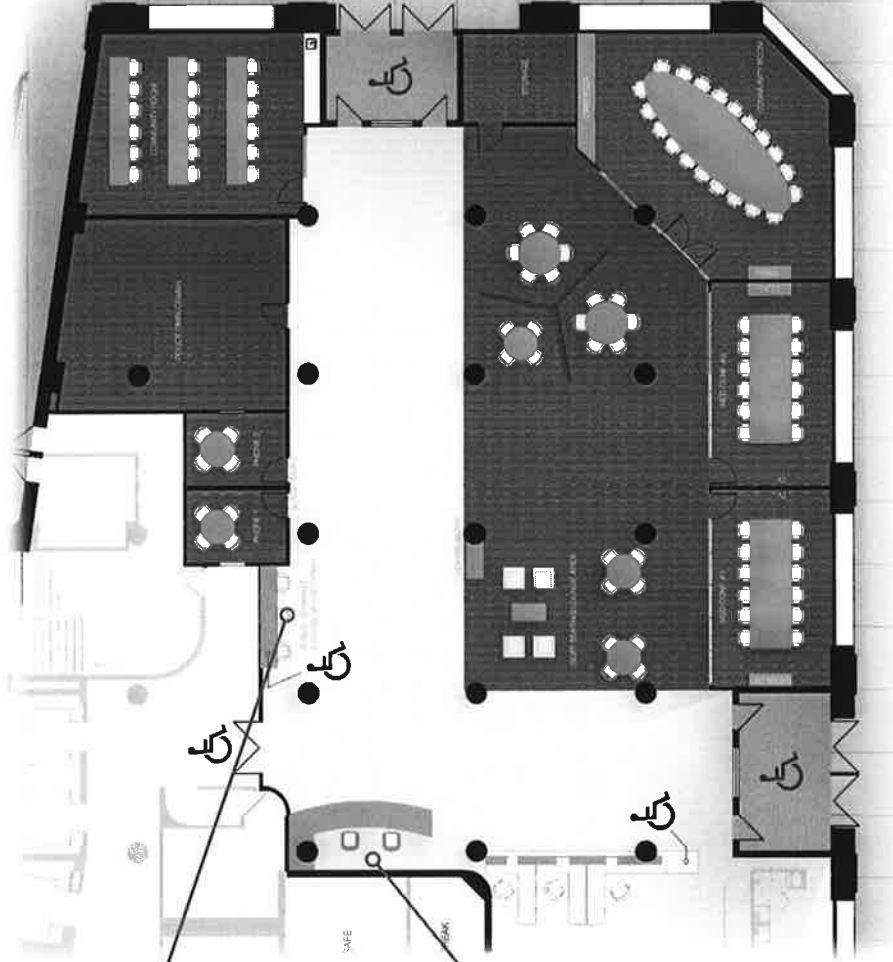
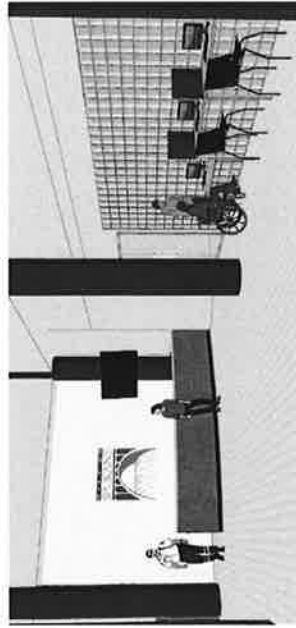
# 5 VALUES

INSPIRING THE CITY HALL LOBBY UPGRADE

## 1 CUSTOMER SERVICE & CIVIC ENGAGEMENT



## 2 SECURITY & SAFETY

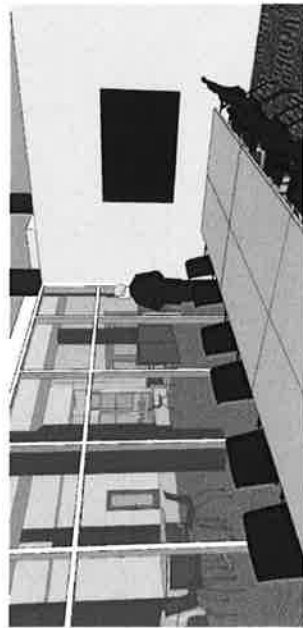


CITY OF SPOKANE

CITY HALL | Lobby Remodel

design source  
interior planning + design

**3** WORK EFFICIENCY FOR CITY EMPLOYEES



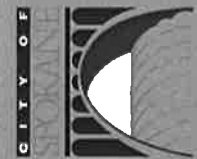
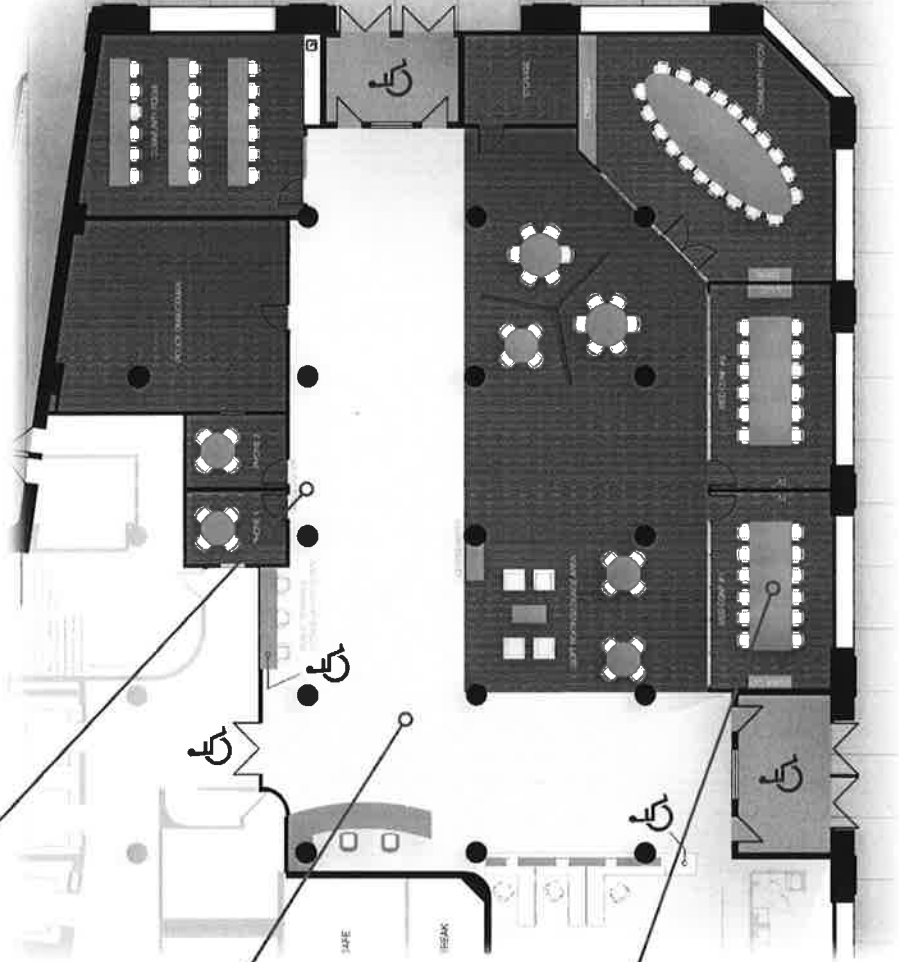
**4** ENVIRONMENTAL & ENERGY EFFICIENCY



**5** CIVIC PARTNERSHIPS



*My Spokane* **3 1 1** for city services



**CITY OF SPOKANE**

CITY HALL | Lobby Remodel

design source  
interior planning + design

# CITY OF SPOKANE

## Modular Walls for City Hall Lobby Project

### REQUEST FOR BIDS (RFB)

#### SECTION I. BID PREPARATION AND EVALUATION

1. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's Firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
2. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1:00 PM on April 4<sup>th</sup> to Ed Lukas, Asset Management at 808 W. Spokane Falls Blvd., Spokane, Washington 99201.
3. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
4. **QUALIFICATION.** Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
5. **AWARD OF CONTRACT.** Award of Contract, when made by the City, will be to low responsive responsible Contractor. Unsuccessful Contractors will not automatically be notified of results.
6. **PAYMENT.** **Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law.** If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
7. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
8. **CONTRACTOR REGISTRATION.** The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.
9. **PUBLIC WORK REQUIREMENTS.** The scope of work for this Project constitutes a Public Work under Washington State Law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State Prevailing Wages, the corresponding requisite filings of the Washington Labor & Industries (L & I) "Statement of Intent" and "Affidavit" forms, purchasing of a Payment/Performance Bond, Request for 10% Retainage in lieu of Bond for Projects \$150,000 & under, Statutory 5% Retainage and sales tax implications in making their Bids.
10. **PROJECT CONTACT.**

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

Name: Ed Lukas  
Department: Asset Management  
Phone: 509-625-6286  
Email: elukas@spokanecity.org

## SECTION II. GENERAL REQUIREMENTS

### AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

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

#### SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

**GUARANTY.** The Contractor guarantees all Work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

- A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.
- B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will **NOT** pay retail sales tax as a separate item.

### 3.7 PERMITS, FEES AND NOTICES

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

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. Below is a list of permits that may be required on typical Projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

#### 3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

#### 3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of Work.

### 3.18 INDEMNIFICATION

#### 3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 (Title 51) and was the subject of mutual negotiation.

## ARTICLE 5 - SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

#### 5.2.1 Delete subparagraph 5.2.1 and replace with:

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

## ARTICLE 8 - TIME

#### 8.4 Add a new section to read:



## 8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the Work on time, the Owner has adopted Liquidated Damages (LD's) for this Work as set forth in the Bid proposal.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.3 APPLICATIONS FOR PAYMENT

#### 9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as Statutory Retainage pursuant to chapter 60.28 RCW. Ten percent (10%) can be requested to be withheld in lieu of Performance/Payment Bond for Projects \$150,000 & under.

### 9.4 CERTIFICATES FOR PAYMENT

#### 9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

### 9.6 PROGRESS PAYMENTS

#### 9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to RCW 60.28, the City will retain five percent (5%) (or ten percent (10%) if no Performance/Payment Bond posted) from the monies earned by the Contractor. The Statutory Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor, materialmen or material supplier who performs any labor or furnishes any supplies toward the Work. Release of the Statutory Retainage will be made forty five (45) days following final acceptance of the Work provided all state required releases have been received, Washington L & I Forms complete, and no claims have been filed against the Project. In the event a claim is filed, the Contractor shall be paid a portion of the Statutory Retainage, less an amount sufficient to pay the claim and potential legal costs.

#### 9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a "Statement of Intent to Pay Prevailing Wages" to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries (L & I) before submittal. Unless otherwise authorized by L & I, each voucher claim (invoice) submitted by a Contractor for payment on a Project estimate shall have a certification which states that the State Prevailing Wages have been paid in accordance with the prefiled "Statement(s) of Intent to Pay Prevailing Wages".

The fee for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid is" forty dollars (\$40.00) for each L & I Form. The Contractor is responsible for payment of these fees and shall make all application directly to L & I. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor; provided the Contractor has submitted to the Owner

prior to final acceptance of the Work a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the Owner.

## ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA chapter 49.17 RCW).

### 10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use of storage.

## ARTICLE 11 – INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the Term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage:

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The Contractor's COI shall specify the City of Spokane as Additionally Insured, and all of the parties who are Additionally Insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

### 11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

### 11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a Performance/Payment Bond to the Owner on the form to be provided by the Owner, equal to one hundred percent (100%) of the Contract price. The Bond is to insure faithful and complete performance of the Contract and payment of all obligations to laborers, subcontractors and materialmen arising from the Project. The Bond is to be executed by a Surety company authorized to do business as a Surety in Washington State, and shall remain in effect for one (1) year following the Owner's Final Acceptance of the Work. Unless approved by the Owner, the underwriting Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570 as amended.

On Contracts of \$150,000.00 or less, in lieu of a Performance/Payment Bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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

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

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State Prevailing Rate of Wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington Prevailing Wage rates applicable for this Public Works Project, which is located in Spokane County, may be found at the following website address of L & I:  
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.  
It is the obligation of the Contractor to inquire via this L & I website, the current prevailing wage rates applicable to this classification of Work, as well as to ensure the corresponding payment of this State Prevailing Wage per the classification. Based on the Bid submittal deadline for this Project, the applicable effective date for State Prevailing Wages for this Project is April 4<sup>th</sup>, 2018.
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

END OF SUPPLEMENTARY GENERAL CONDITIONS

### SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.
  
2. SCOPE OF WORK.
  - Per 1<sup>st</sup> Floor Schematic Option 1 - Revised Time material and labor for installation of:
    - o Modular wall system, 10' height
    - o Three-glass wall sections facing interior of the lobby.
    - o Conference dividers are to be solid panels; oak finish on lower sections, white erase board in middle, fabric on top.
    - o Credenza in large conference room.
    - o Wall locations and credenza are highlighted in yellow and green.
    - o Each conference room to have a single, sliding door.

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

04/23/2018

<u>Date Rec'd</u>	4/5/2018
<u>Clerk's File #</u>	OPR 2018-0236
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4339-17
<u>Requisition #</u>	CR19252

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	CHRIS CAVANAUGH 6383
<u>Contact E-Mail</u>	CCAVALAUGH@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5810- MEDICAL BILL REVIEW

Agenda Wording

Contract with EQUIAN, LLC, INDIANAPOLIS, IL to provide medical bill review and related services for the City Workers' Compensation program from 01/01/2018 through 10/1/2021 with the option of two 2-year renewals. Cost not to exceed \$85,000 annually.

Summary (Background)

RPF #4339-17 was issued, and proposals were received from 3 companies. Equian, LLC had a competitive bid.

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

Expense	\$ 85,000	# 5810-78500-17610-54620-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CAVALAUGH, CHRISTINE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	CAVALAUGH, CHRISTINE	<b><u>Other</u></b>	Finance Cmttee 4/16/18
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	Equian, LLC	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	rkokot@spokanecity.org	
<u>Additional Approvals</u>		dcoley@spokanecity.org	
<b><u>Purchasing</u></b>	WAHL, CONNIE	cgagne@spokanecity.org	
		bgagne@spokanecity.org	



**City of Spokane**

**AGREEMENT**

**Title: SELF-INSURED WORKERS'  
COMPENSATION BILL REVIEW AND  
PHARMACY SERVICES**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **EQUIAN, LLC** whose address is 5975 Castle Creek Parkway Suite 100, Indianapolis Indiana, 46250, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall perform the following services for the City of Spokane's Workers Compensation Department, in accordance with the City's Request for Proposal, (RFP #4339-17), to include, but not be limited to the following tasks:
  - a. Provide bill review services for the City of Spokane.
  - b. Provide pharmacy card services for the City of Spokane.
  - c. Provide pharmacy cost containment program that offers maximum PPO network penetration, first fill program, formulary management, brand to generic conversion, mail order program, aggressive drug utilization management and provide for electronic billing from pharmacies.
  - d. Review all bills within thirty days of receipt for compliance with applicable fee schedules and reduce accordingly, including those that fall outside of a fee schedule or PPO network and those that the City of Spokane identifies to pay in full.
  - e. Identify and reduce all duplicate billings.
  - f. Deny charges for all items not required for injury described.
  - g. Identify all unauthorized charges to insure billing does not exceed parameters of injured workers' treatment plan.
  - h. Maintain current and active contracts with effective PPO organizations (including pharmacies), that include providers in the City of Spokane area.
  - i. Provide reports on a weekly, monthly and annual basis outlining bill review activity, savings and costs as well as pharmacy program utilization including special reports for opioid utilization. Provide ad hoc reports as necessary.
  - j. Provide a computer system that interfaces with the City's Workers' Compensation System and the utilization review provider.
  - k. Handle all provider inquiries regarding bill reductions.
  - l. Document the methodology for making corrections without resulting in additional charges to the City.
  - m. On a weekly basis, e-mail or make available on a secure STP site that is password protected, a high security file of all new charges reviewed and the City will import the file into the City's RMIS system. This shall allow the checks and Explanation of Benefits to be printed from the City of Spokane RMIS system. If the layout of the above file shall change, Firm shall provide at least thirty (30) days' notice to the City along with a detailed description of the changes that were made.

- n. Weekly, the City will e-mail to Company all claims that are currently open and all claims that have been closed in the last six (6) months. All vendors currently in the City's RMIS system and all claims requiring pharmacy cards through Company's high security email system. This file and data should be imported into Company's bill review system.
- o. Weekly, Company shall provide Explanation of Benefits in hard copy format for all recently adjusted medical bills. Vendor Addresses and information shall match the information provided on all vendor bills.
- p. All patient information exchanged between Company and the City shall be secure via electronic encryption, in compliance with HIPAA standards.
- q. Company shall provide prepaid FEDEX mailing labels for medical bill pick-up and will return at no cost to the City.
- r. Company shall also provide electronic data interfaces (EDI) and processes to ensure that the City continues to comply with all Washington state and federal reporting requirements related to bill review activities including SIRAS.

2. **TIME OF PERFORMANCE.** This Agreement shall begin January 1, 2018 and run through October 1, 2021, unless terminated earlier. This Agreement may be renewed by written agreement of the parties not to exceed two (2) additional two year renewals.

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

4. **COMPENSATION.** Total compensation for Company's services under this Agreement shall not exceed **EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) annually (beginning January 1, 2018)**, unless modified by a written amendment to this Agreement. Fees shall be as described in Exhibit A to this Agreement.

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

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

7. **LIABILITY.** In the performance of this Agreement, Company is an independent contractor and Company, its officers, employees, agents, or subcontractors shall not be considered an employee or agent of the City. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other and its officers and employees (collectively the "Indemnified Party"), from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Indemnifying Party and its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the Indemnified Party's own negligence or that of its officers and employees. Such indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the Indemnified Party and its officers and employees in defending against such claims, whether or not litigation is instituted.

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



9. **INSURANCE.** During the term of the Agreement, Company shall maintain in force at its own expense, each insurance coverage 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 Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to COMPANY' services to be provided under 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.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed. Such insurance shall not be reduced nor canceled by vendor unless such insurance be replaced by another qualified carrier without a lapse in coverage. Any changes in carriers shall include a retroactive date covering any losses from the effective date of this Agreement. As evidence of the insurance coverage(s) required by this Agreement, Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy Company, the sixty (60) day cancellation clause, and the deduction or retention level. Company shall be financially responsible for all pertinent deductibles, self - insured retentions, and/or self-insurance.

10. **ASSIGNMENTS.** This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign or transfer its interest, in whole or in part, without the other party's prior written consent.

11. **DISPUTES.** This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

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


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

14. **AUDIT / RECORDS.** Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. COMPANY and its subcontractors shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record and the City shall execute a mutually agreed upon confidentiality Agreement related to the audit. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

**EQUIAN, LLC**

 4/3/18  
Signature Date

Scott Gullett  
Type or Print Name

President  
Title

Attest:

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

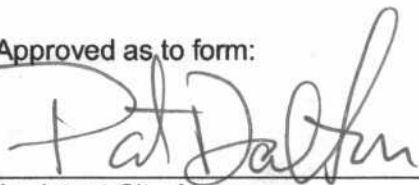
**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

Attachment which is a part of this Agreement:  
Certificate Regarding Debarment

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

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

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

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

Equian, LLC

Name of Subrecipient/Contractor/Consultant (Type or Print)

Scott Gullett

Name of Certifying Official (Type or Print)

President

Title of Certifying Official (Type or Print)

SELF-INSURED WORKERS'  
COMPENSATION BILL REVIEW AND  
PHARMACY SERVICES

Program Title (Type or Print)



Signature

4/3/18

Date (Type or Print)

## EXHIBIT A

### FEES

<b>Service Offering</b>	<b>Rate</b>
<b>Medical Bill Review</b>	<b>\$1.35 Per Line</b>
<b>Clinical Coding Logic Audit</b>	<b>25% of Savings Below Fee Schedule</b>
<b>PPO Network Access</b>	<b>25% of Savings Below Fee Schedule</b>
<b>Pharmacy Benefit Management – Retail</b>	<b>Brand: AWP - 10% + \$4.50</b> <b>Generic: AWP - 50% + \$4.50</b>



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

04/23/2018

<u>Date Rec'd</u>	4/10/2018
<u>Clerk's File #</u>	RES 2018-0031
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PLANNING
<u>Contact Name/Phone</u>	ANDREW 625-6991 WORLOCK
<u>Contact E-Mail</u>	AWORLOCK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0650 - UDISTRICT BICYCLE & PEDESTRIAN BRIDGE RESOLUTION

Agenda Wording  
 A Resolution regarding the naming of the UDistrict bicycle and pedestrian bridge.

Summary (Background)  
 Under their authority provided by Section 128 of the City Charter and following their Rules and Procedures adopted on July 9, 2014, the City Plan Commission has recommended approval of a name for the new bicycle and pedestrian bridge under construction within the University District.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	KINDER, DAWN	<b><u>Other</u></b>	Urban Experience Committee 4/9/18
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	RICHMAN, JAMES	aworlock@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	htrautman@spokanecity.org	
<u>Additional Approvals</u>		dkinder@spokanecity.org	
<b><u>Purchasing</u></b>		sbishop@spokanecity.org	
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM	smsimmons@spokanecity.org	
		jrichman@spokanecity.org	

Resolution No. \_\_\_\_\_

A resolution regarding the name for the new bicycle and pedestrian bridge over the BNSF Railroad Tracks and Martin Luther King, Jr. Way connecting the WSU-Spokane Health Sciences Campus to the south University District.

WHEREAS, Section 128 of the City Charter provides that the Plan Commission has the power to make recommendations to the City Council in relation to the naming of streets, squares and public places; and,

WHEREAS, the Plan Commission Resolution of Rules and Procedure adopted July 9, 2014 provides the criteria and process for the Plan Commission to follow in the naming of Public Plazas, Squares and Places (except for Spokane Public Library and/or City Parks Department properties) and further directs the Plan Commission to use appropriate means to obtain full input from the public on nominated names through meetings and workshops; and

WHEREAS, in the spring of 2017, the City began construction on the new bicycle and pedestrian bridge spanning Martin Luther King Jr Way and the BNSF railroad tracks between the WSU-Spokane Health Sciences campus with the south University District area with construction expected to be completed in fall of 2018; and,

WHEREAS, the bridge will fill a vital role in connecting these two areas and act as a “key catalyst” to allow continued growth of the universities and development in the south area with a vibrant mix of office, commercial and institutional uses as well as needed housing and services; and,

WHEREAS, the bridge’s iconic center arch, cable stay design will provide a strong physical statement, serving to welcome and invite and establish a strengthened sense of place as a destination; and,

WHEREAS, at their December 13, 2017 meeting, the Plan Commission was briefed on the naming process for the new bridge, and formed an (ad-hoc) subcommittee to review names nominated by the public during the month of January 2018; and,

WHEREAS, on December 29, 2017 the City launched the public outreach to collect suggestions for the name of the bridge and by the end of January 2018 a total of 425 name submissions were received including 281 unique name suggestions; and,

WHEREAS, the ad hoc Plan Commission Subcommittee met twice during February 2018 to review the 281 names suggestions and using the established criteria of the Plan Commission Resolution of Rules and Procedures forwarded a consensus recommendation for five names to the Plan Commission for public hearing; and,

WHEREAS, the Plan Commission held a workshop on February 28, 2018 and a public hearing on March 14, 2018 during which public testimony was allowed on the five name recommendations; and,

WHEREAS, after considering the written comments and oral testimony offered at the public hearing, the Plan Commission deliberated on each of the name recommendations and by a vote of 9 to 0, recommended to the City Council the APPROVAL of naming the New Bicycle and Pedestrian Bridge Connecting the WSU-Spokane Campus to the South University District “University District Gateway Bridge” either with or without the word “Bridge” at the end; and,

WHEREAS, the Plan Commission recommendation is supported by their written findings that conclude that the name University District Gateway Bridge, with or without the word "Bridge" recognizes the University District as an important place within the community and the role of the bridge as a gateway, highlighting the physical and metaphorical "linkage to its function" satisfying both criteria "1" and "4" of the July 9, 2014 Plan Commission Rule and Procedures for recommendations on names for Public Plaza's, Squares, and Places.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the new bicycle and pedestrian bridge over the BNSF Railroad Tracks and Martin Luther King, Jr. Way connecting the WSU-Spokane Health Sciences Campus to the south University District plaza adjacent to City Hall shall be named the "University District Gateway Bridge."

ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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



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

04/23/2018

<u>Date Rec'd</u>	4/11/2018
<u>Clerk's File #</u>	RES 2018-0032
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - NAPA/32ND STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for May 21, 2018 for the vacation of portions of 32nd Ave and Napa St., as requested by Touchmark.

Summary (Background)

A petition was submitted representing 86% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	P.I.E.S. 4/9/18
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		



# RESOLUTION

WHEREAS, on December 15, 2017, the Spokane City Council received a petition for the vacation of portions of 32<sup>nd</sup> and Napa right-of-ways, 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 32<sup>nd</sup> Ave between Pittsburg Napa and Napa St between 30<sup>th</sup> & 32<sup>nd</sup>, 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 portions of 32<sup>nd</sup> & Napa right-of-ways, 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 **May 21, 2018**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

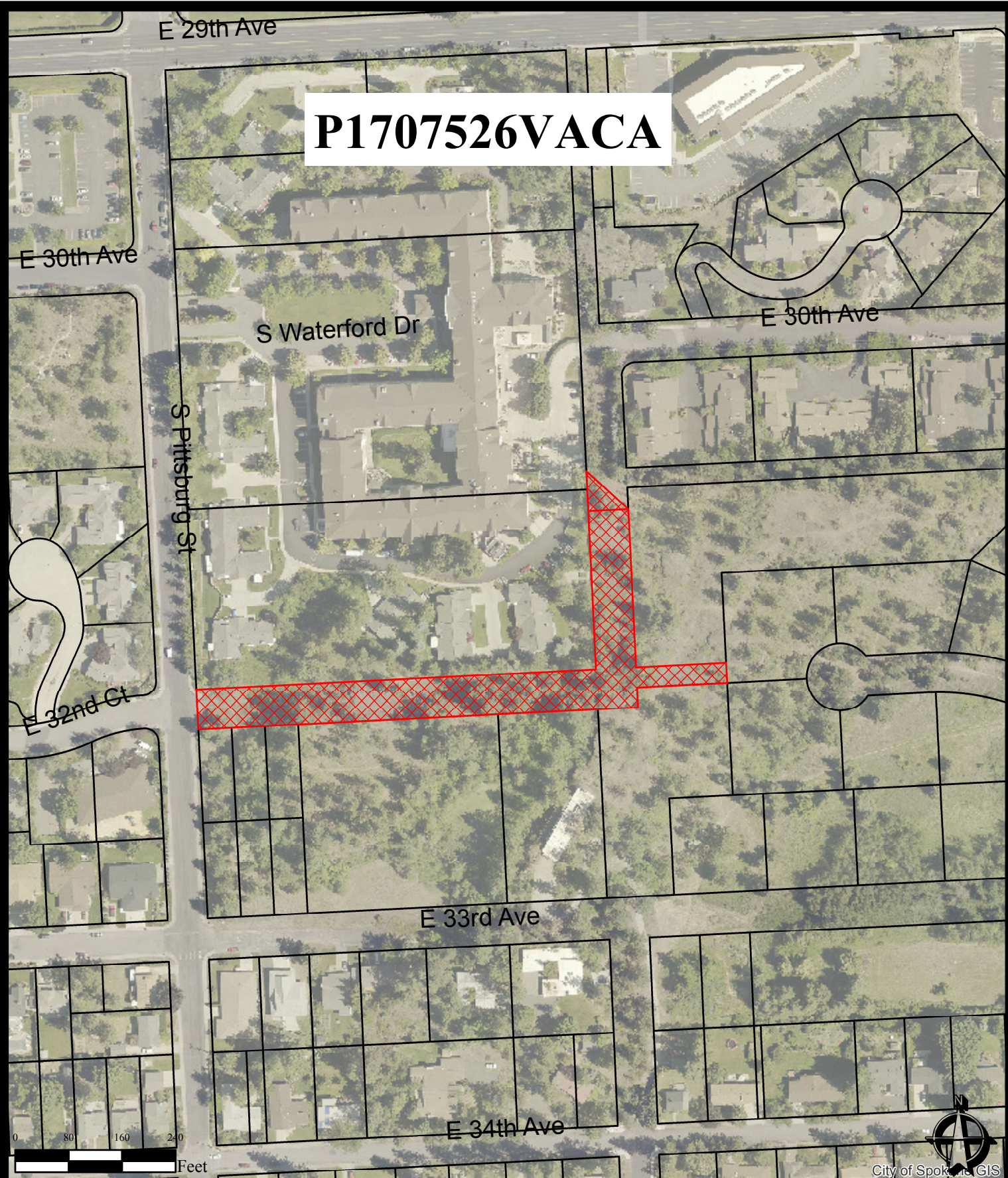
ADOPTED by the Spokane City Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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


Approved as to form:

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

# P1707526VACA



**Right of Way Description:**  
32nd Ave from the east line of Pittsburg St to the east line of Napa St; together with the 30' wide strip of Pittsburg St directly east of Napa St; together with Napa St from the north line of 32nd to 30 feet south of the south line of 31st & an additional triangular piece roughly 60'x60'x85'

**Legend**  
 Vacation Area

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.





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

04/23/2018

<u>Date Rec'd</u>	4/12/2018
<u>Clerk's File #</u>	RES 2018-0033
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 MEMBERSHIP REQUIREMENTS FOR CTAB RESOLUTION

Agenda Wording

A resolution clarifying the membership requirements for the Citizens Transportation Advisory Board.

Summary (Background)

This resolution clarifies language around participation by city employees and elected officials and adds language around conflict of interest.

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

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	Public Safety
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	PICCOLO, MIKE	Cmumm@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	kwatkins@spokanecity.org	
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM		

## RESOLUTION NO. 2018-0033

A resolution clarifying the membership requirements for the Citizens Transportation Advisory Board.

**WHEREAS**, the City Council established the Transportation Benefit District on October 11, 2010 pursuant to state law for the purpose of acquiring, constructing, improving, providing and funding transportation improvements in the City of Spokane; and

**WHEREAS**, in 2011, the TBD Governing Board created (Res. 2010-0002 (Feb. 14, 2011) (the "CTAB Resolution")), a Citizens Transportation Advisory Board (CTAB) to provide guidance on how TBD funds are to be expended; and

**WHEREAS**, the Spokane Municipal Code defines "city officer" as "every individual elected, appointed, hired, or otherwise selected to an office or position with the City, or any subdivision, agency, committee, or board thereof, whether such individual is paid or unpaid," SMC 01.04A.020(G); and

**WHEREAS**, the CTAB Resolution provides that "[n]o elected official, city officer or employee shall be a member of the CTAB," but also allows members of the citizens streets advisory committee and the bicycle advisory board, who are by definition "city officers" to be appointed to the CTAB; and

**WHEREAS**, the City Council, in its capacity as TBD Governing Board, wishes to clarify the membership provisions of the CTAB Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that section C of TBD Resolution 2010-0002 (Feb. 14, 2011) is amended as follows:

C. Terms.

1. The terms, as designated by the TBD Governing Board at the time of appointment, of the member from a city council district and the member at large shall expire on November 11, 2013 with the opportunity to be reappointed for another term of three (3) years.
2. The terms of the other three members shall expire annually on November 11. No member from CSAC, PETT, or BAB shall be appointed for more than two consecutive one-year terms.
3. No elected official(~~(- City officer)~~) or city employee shall be a member of the CTAB.
4. CTAB members shall not be removed from office by the TBD Governing Board before the expiration of their terms unless for a disqualifying change of residence or for cause based upon a determination of incapacity,

incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
04/16/2018

<b>Date Rec'd</b>	4/4/2018
<b>Clerk's File #</b>	ORD C35612
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0320 - RULES OF THE RIVER ORDINANCE

**Agenda Wording**

An ordinance relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.

**Summary (Background)**

This ordinance creates a new Chapter 16A.60 of the Spokane Municipal Code, Rules of the River, and renames Title 16A "Transportation." This new chapter consolidates and clarifies issues surrounding River safety, including PFD requirements, alcohol consumption, river closure, and enforcement.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCCLATCHEY, BRIAN	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	3/26 PIES
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	DUNIVANT, TIMOTHY		
<b>Additional Approvals</b>			
<b>Purchasing</b>			
<b>CITY COUNCIL</b>	MCCLATCHEY, BRIAN		

## ORDINANCE NO. C35612

An ordinance relating to boating safety; repealing Chapter 10.14 and Section 10.19.010; renaming Title 16A; and enacting a new chapter 16A.60 to the Spokane Municipal Code.

**WHEREAS**, the City of Spokane recognized the Spokane River as an important recreational area for many residents;

**WHEREAS**, clear and concise signage of the Rules of the River at heavily-trafficked river access locations will help the public be aware of the laws, safety issues, and potential fines surrounding improper river use;

**WHEREAS**, emergency services are required for numerous rescue operations annually on the River;

**WHEREAS**, Personal Flotation Devices (PFDs) are proven to save lives and are especially important on moving water such as the Spokane River; and

**WHEREAS**, the safety of all residents is up utmost priority to the City of Spokane.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That Chapter 10.14 of the Spokane Municipal Code is hereby repealed in its entirety.

**Section 2.** That Section 10.19.010 of the Spokane Municipal Code is hereby repealed in its entirety.

**Section 3.** That Title 16A of the Spokane Municipal Code is hereby renamed "Transportation."

**Section 4.** That there is enacted a new chapter 16A.60 of the Spokane Municipal Code to read as follows:

### **Chapter 16A.60 Rules of the River** **Section 16A.60.010 Definitions**

Terms in this chapter shall mean as follows:

- A. "Boat livery" means a business which holds any vessel for renting or leasing.
- B. "Boating accident" means a collision, sinking, fire, explosion, injury or loss of life that involves a vessel, its equipment or its appendages.

- C. "Buoy" means a floating device or marker anchored in the water. All buoys, except for recreational buoys, shall comply with the Uniform State Waterway Marking System (USWMS).
- D. "Buoy line" means a straight line that would exist if drawn between the closest safety buoys.
- E. "Dock" means any manmade platform extending from the shoreline into the water.
- F. "Flotation device" means any device used or capable of being used as a means of transportation on the water and shall include, but not be limited to, inflatable beach toys, rubber inner tubes, rafts and air mattresses.
- G. "Mooring buoy" means a buoy placed for the mooring of vessels. Such buoys will be white with a blue stripe on top.
- H. "Motorboat" means any vessel propelled in whole or part by machinery, including those temporarily equipped with detachable motors.
- I. "Moving water" means a waterway which has a flow of water which can be measured in cubic feet per second.
- J. "Navigation lights" means a red port light and a green starboard light and a white stern light visible at a distance of one hundred yards.
- K. "Non-motorized vessel" means sailboats or vessels that are paddled, poled, or rowed.
- L. "Operator" means a person who is in actual physical control or in charge of a vessel when it is in use.
- M. "Owner" means a person who claims lawful possession of a vessel by virtue of legal title or equitable interest therein which entitles them to such possession.
- N. "Personal flotation device (PFD)" means life preservers, life vests, flotation rings, or buoyant cushions approved by the United States Coast Guard (USCG) and designed to float a person in the water.
  - 1. Type I PFDs are designed for rough or remote waters where rescue may take a while. These devices are designed to turn an unconscious person face up in the water.
  - 2. Type II PFDs are designed for calm waters when a quick rescue is likely. These devices may not turn some unconscious persons face up in the water.



3. Type III PFDs are designed for calm waters when a quick rescue is likely. These devices are not designed for rough waters as they will not turn most unconscious persons face up in the water.
  4. Type IV PFDs are designed to be thrown to a person in the water. They are not designed to be worn.
  5. Type V PFDs are designed to be for special activities such as kayaking and water-skiing.
- O. "Personal watercraft" means a Class "A" inboard vessel, as defined by the U.S. Coast Guard, which uses an internal combustion engine powering a water jet pump as its primary source of motive propulsion and is designed to be operated by a person or persons sitting, standing or kneeling or being towed behind the product, rather than in the conventional manner of boat operation.
- P. "Port" is the left side of a vessel while facing forward.
- Q. "Safety buoy" means a buoy placed to regulate or control vessel speed or operations as required for the safety of the public.
- R. "Sailboat" means any vessel propelled primarily by the wind.
- S. "Shoreline" means any existing waterline.
- T. "Ski or swimming dock" means a manmade platform anchored to the bottom of a body of water.
- U. "Starboard" means the right side of a vessel while facing forward.
- V. "Underway" means that a vessel is not at anchor, or made fast to the shore, or a ground.
- W. "Use" means to operate, navigate or employ.
- X. "Vessel" means any watercraft used or capable of being used as a means of transportation on the water. This definition shall include, but not be limited to, the following:
1. Rowboats,
  2. Sailboats,
  3. Motorboats,
  4. Canoes,
  5. Kayaks,
  6. Paddleboards,
  7. Flotation Devices,

- 8. Personal watercraft, and
  - 9. Hover craft.
- Y. "Wake speed" means a slow speed producing a wake not to exceed six inches in height at its apex when reaching any shoreline, dock or manmade structure on the shoreline and further not to exceed five miles per hour in any event.
- Z. "Waterway" is any waters, waterway, lake, river, tributary canal, lagoon or connecting waters within the incorporated boundaries of the City of Spokane.

#### **Section 16A.60.020 Motorized Vessels Prohibited**

- A. No person shall operate a motorboat or personal watercraft on any body of water, including the Spokane River, within the City of Spokane except for the area of the Spokane River to the east of Upriver Dam. Operators of motorboats of personal watercraft must follow all Federal, State and Local laws governing their use.
- B. This section does not apply to the City of Spokane, Spokane Police Department, Spokane Fire Department, Spokane County Sheriff's Department, Avista Utilites, Spokane Parks Department, contractors hired by any of the above, or emergency vessels in enforcement, training or rescue.

#### **Section 16A.60.030 Swimming in the River**

- A. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon the water of the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.
- B. The chief of police may, in accordance with procedures and criteria the chief may from time to time prescribe, grant permits for a person or persons to be in that portion of the Spokane River known as the forebay, being the south channel between Havermale Island and the south bank.
- C. The fact that a person is wearing or in possession of swimming, diving or flotation gear or equipment on the bank of the river in the prohibited portion is sufficient ground for an arrest for attempt under this section and shall be prima facie evidence of intent.

#### **Section 16A.60.040 Personal Flotation Devices (PFD)**

- A. All vessels shall have at least one United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFDs for each person on board.

- B. All vessels sixteen feet or greater in length shall have one Type IV PFD that can be thrown in addition to the requirements in SMC 16A.60.030(A). Canoes and kayaks are exempt from this requirement.
- C. No person may operate a vessel underway, unless each person twelve years of age or younger thereon is wearing a United States Coast Guard (USCG) approved Type I, Type II, Type III, or Type V PFD.
- D. All PFDs shall be United States Coast Guard (USCG) approved and clearly marked with a USCG approval number. All PFDs shall be in serviceable condition, the appropriate size for the person wearing it, and readily accessible in case of an emergency.
- E. All persons on a vessel, regardless of age, shall wear a United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFD while on moving water.
- F. All persons being towed behind a vessel shall wear a United States Coast Guard (USCG) approved Type I, Type II, Type III or Type V PFD.

#### **Section 16A.60.050 Navigation Lights**

- A. All non-motorized vessel less than sixty-five feet long but more than twenty three feet long shall be equipped with the following lights:
  - 1. A bright white light aft to show all around the horizon (thirty-two points of the compass) and be visible for two miles.
  - 2. A combination light in the forepart of the vessel that is three feet lower than the white light aft. The combination light, which shows green to starboard and a red to port, is fixed to throw the light from dead ahead to two points abaft the beam on respective sides and shall be visible for a distance of two miles or one mile if less than thirty-nine feet long.
- B. All non-motorized vessels less than twenty-three feet long that are underway after sunset and before sunrise shall have a lantern or flashlight capable of emitting a white light which shall be temporarily displayed as needed in sufficient time to prevent a collision.

#### **Section 16A.60.060 Hazards to Navigation**

No person may place or cause to be placed any ski, swim dock, buoy, or floating course waterways that creates a hazard to navigation.

#### **Section 16A.60.070 Unlawful and Dangerous Vessel Operations**

- A. No person shall operate a vessel upon any waterway in willful or wanton disregard for the safety, rights, or property of another person.
- B. No person shall operate a vessel in disregard of careful and prudent operation or in any manner that unduly or unreasonably endangers the life, limb, property, or rights of any person.
- C. If a law enforcement officer observes a vessel being used without sufficient lifesaving or fire-fighting devices or in an overloaded or other unsafe condition, and in the officer's judgment such use creates an especially dangerous condition, the officer may direct the operator to take whatever immediate and reasonable action may be necessary for the safety of those aboard the vessel, including directing the operator to return to mooring and remaining there until the situation creating the especially hazardous condition is corrected or ended.
- D. If the vessel is a for-hire vessel from a boat livery, it shall be the obligation of the lessee to insure proper vessel loading, operations, and that all safety equipment required by this chapter is present.

**Section 16A.60.080 Operating a Vessel While Under the Influence – Prohibited**

- A. No person shall operate any vessel while under the influence of any intoxicating liquor, narcotic drug, barbiturate, marijuana, usable marijuana, a marijuana-infused product or any other substance as defined under chapter 69.50 RCW.
- B. Determination of intoxication shall be by the same criteria as provided in RCW 46.61.506, or otherwise in the same manner as when an individual is alleged to be under the influence of an intoxicating liquor or drug while operating a motor vehicle.

**Section 16A.60.090 Sound-Producing Devices**

- A. All vessels, including personal watercraft, less than sixty-five feet in length shall carry on board a mouth, hand, or power-operated whistle or horn.
- B. All vessels more than sixty-five feet in length shall carry on board a mouth, hand, or power operated whistle or horn and a bell.
- C. No vessels may use a siren except vessels operated by law enforcement.

**Section 16A.60.100 Vessel Accident Reporting**

- A. In the case of a boating accident, it shall be the duty of the operator, if he or she can do so without serious danger to the operator's own vessel, to themselves or other persons on board, to render all practical and necessary assistance that may be necessary to other persons affected by such boating accident.

1. Under no circumstances may the rendering of assistance or other compliance with this section be evidence of the liability of such operator for the accident.
- B. Any person who complies with subsection (A) of this section or who gratuitously and in good faith renders assistance at the scene of a vessel accident, without objection of any person assisted, shall not be held liable for any civil damages as a result of the rendering of assistance or for any act or omission in providing or arranging salvage, towage, medical treatment or other assistance where the assisting person acts as any reasonably prudent person would have acted under the same or similar circumstances.
- C. Every accident involving a vessel on any waterway in which there is personal injury that requires medical attention beyond first aid or death or damage to property in excess of two thousand dollars shall be reported to the Spokane County Sheriff's Office within forty-eight hours by the vessel operator unless deceased, in which instance a passenger in the vessel, if any, shall have such duty.
1. The Spokane County Sheriff's Office shall provide forms upon which the report shall be rendered.
- D. When as a result of an occurrence that involves a vessel or its equipment a person dies or disappears from a vessel, the operator, unless deceased, in which instance a passenger, if any, shall without delay notify the Spokane County Sheriff's Office of the:
1. date, time and exact location of the occurrence;
  2. name of each person who dies or disappears;
  3. number and/or name of the vessels involved;
  4. names and addresses of the owner and operator of each vessel or vessels involved.

#### **Section 16A.60.110 Authority to Board**

Any law enforcement officer is hereby given the authority to board any vessel found underway in the waters of the City of Spokane for the purpose of inspection and enforcement of this chapter only.

#### **Section 16A.60.120 Buoys**

- A. The Spokane County Sheriff's Office may designate location and install in the water appropriately marked safety buoys that are required for the safety of the public.

- B. It shall be unlawful for any person to relocate, damage or alter any safety buoy.
- C. Any vessel operating within the area between the safety buoy line and the shorelines shall do so at wake speed unless such vessel is departing or towing a water skier in compliance with SMC 16A.60.050(D).
- D. It shall be unlawful for any vessel to use a safety buoy for the purpose of mooring or otherwise anchoring such vessel.
- E. Mooring buoys shall be placed inside the safety buoy line except that mooring buoys may be placed outside the safety buoy line if such buoys are appropriately marked and illuminated with a bright flashing white light between the hours of sunset and sunrise. It is the responsibility of the owner of the mooring buoy to maintain the light.
- F. Recreational buoys shall be placed one hundred feet from the established high water mark and if left unattended from sunset to sunrise shall be available for public use.
- G. The Spokane County Sheriff's Office shall attach a bright colored notice giving the owner seven days to remove or replace any buoy in violation of the Uniform State Waterway Marking System. After the seventh day, the buoy may be removed by the Spokane County Sheriff's Office. Provided, however, the Spokane County Sheriff's Office may remove any buoy, at any time, without notification to its owner, when the officer deems the buoy to be a hazard to navigation.

#### **Section 16A.60.130 Garbage and Sewage**

- A. No person shall discharge sewage into any waterway directly or indirectly from any vessel.
- B. It shall be unlawful for any person, while on any waterway, public or private shoreline, or river access point, to throw or discard into the water any waste, debris, refuse, oil, plastics, aluminum, garbage or other fluid or solid material which may pollute the water or shoreline, or which may create or aggravate any conditions deleterious to the public health.

#### **Section 16A.60.140 Closure of the River**

The Mayor may, at any time, close the Spokane River for safety or emergency reasons. Such closure shall be enacted by a signed Executive Declaration of Emergency or Disaster and shall be formally rescinded by signed Executive Declaration.

#### **Section 16A.60.150 Penalties – Civil Infraction**

- A. Any person violating any of the above sections shall have committed a class 4 civil infraction and shall be liable for monetary penalties as set forth in SMC 1.05.210.
- B. The court may waive, reduce or suspend the civil penalty and clear the civil infraction as a warning for a person who has not been cited under this chapter within one year.
- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen years of age on a vessel without an approved PFD.
- D. Each event under subsection (A) of this section shall be a separate violation.

**Section 16A.60.160 Enforcement**

This chapter having been ordained for the purpose of allowing officers of the Spokane County Sheriff's Office to enforce one body of boating safety laws on a continuous body of water without regard to municipal boundary lines, shall by mutual agreement between the City of Spokane and the County of Spokane be enforced by the Spokane County Sheriff's Office. Nothing in this section prohibits the Spokane Police Department from enforcement.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

04/23/2018

<u>Date Rec'd</u>	4/11/2018
<u>Clerk's File #</u>	ORD C35469
<u>Renews #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ELDON BROWN 625-6305	<u>Project #</u>	
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4700 - STREET VACATION FOR SPOKANE FALLS/MAIN ALLEY		

Agenda Wording

Vacation of the alley between Spokane Falls and Main Avenue, from the east line of Wall Street to the west line of Howard Street.

Summary (Background)

On December 12, 2016, City Council Approved the vacation of the above mentioned alley, subject to conditions, and read the ordinance for the first time. Since that time it has been determined that an easement reserved in that ordinance will need to be reduced in size. Requesting that the ordinance be re-read to reduce the easement reserved in the ordinance. Once the applicant completes the conditions can be sent back for final reading.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	Urban Experience
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		sbishop@spokanecity.org	
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		



City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35469

An ordinance vacating the alley between Spokane Falls Boulevard and Main Avenue from the east line of Wall Street to the west line of Howard Street.

WHEREAS, a petition for the vacation of the alley between Spokane Falls Boulevard and Main Avenue from the east line of Wall Street to the west line of Howard Street has been filed with the City Clerk representing one hundred percent of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between Spokane Falls Boulevard and Main Avenue from the east line of Wall Street to the west line of Howard Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through ~~the entire vacated area~~ **the west 50 feet** for the utility services of Avista Utilities, CenturyLink, and the City of Spokane to protect existing and future utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

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

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

[STVAC\Wall-Main-Alley\Ordinance.docx](#)

# P1606955VACA



### Right of Way Description:

Vacation of the alley between Main Ave and Spokane Falls Blvd - from the east line of Wall St. to the west line of Howard St.

### Legend

 Vacation Area

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



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

04/23/2018

<u>Date Rec'd</u>	4/10/2018
<u>Clerk's File #</u>	CPR 2018-0030
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Considerations
<u>Agenda Item Name</u>	0320 - LETTER TO SPOKANE COUNTY CONCERNING PREPAID BALLOT POSTAGE

Agenda Wording

This is a letter for approval of the Council, asking that Spokane County pre-pay the postage for all ballots sent out for elections.

Summary (Background)

Pre-paying postage increases voter participation, and probably to a higher degree than simply installing more ballot drop boxes, and at a lower cost than installing more ballot drop boxes. While King County estimates a cost of \$381,000 for prepaid ballot postage. Of course, King County is many times the size of Spokane County. As well, the postage charge is only applied for those ballots that are returned to the elections office. The City is willing to consider cost-sharing as well.

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

Expense	\$ TBD	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MCCLATCHEY, BRIAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	BUSTOS, KIM	<u>Distribution List</u>	
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			



**SPOKANE CITY COUNCIL**  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

Spokane County Commission  
1116 W. Broadway  
Spokane, WA 99260

April \_\_\_\_\_, 2018

Commissioners French, Kerns, and Kunej:

We are writing to request that Spokane County allocate funding to ensure that postage on ballots in both the upcoming primary and general elections is prepaid and therefore free to the voter.

Experience shows that voter participation increases when postage on ballots is prepaid. For example, in April, 2017, when King County tested pre-paid ballot postage as a pilot program, voter participation increased by six percentage points, from the projected turnout of 46% to an actual turnout of 52%. That increase in voter turnout, alone, would justify the effort and expense to pre-pay ballot postage.

As well, though there has been some discussion of installing additional ballot drop-boxes, providing pre-paid postage on ballots will cost less. Using King County as example again, the County budgeted for \$381,000 for ballot postage – in a much smaller county like ours, the actual amount for postage would likely be much smaller, and would probably produce a greater increase in voter turnout than would be generated by spending a comparable amount on installing additional ballot drop-boxes throughout the county. The county would only incur this cost on the ballots which are actually returned.

We realize that budgets are always strained at every level of government. Therefore, the City Council is certainly willing to discuss some cost-share ideas for the implementation of this proposal.

We urge Spokane County to examine the possibility of pre-paying postage on all ballots mailed out in the county.

Respectfully,

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Council President Ben Stuckart

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Council Member Lori Kinnear



**SPOKANE CITY COUNCIL**  
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Council Member Breean Beggs

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Council Member Kate Burke

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Council Member Karen Stratton

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Council Member Mike Fagan

cc: Vicky Dalton, Spokane County Auditor

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