

## **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, MAY 7, 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 BREEAN 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. | Renew Value Blanket Orders for Cold Mix Asphalt through December 31, 2021 with: | Approve | BID 4305-16   |
|    | a. Central Pre-Mix  |         | OPR 2016-0944 |
|    | b. Shamrock Paving  |         | OPR 2016-0945 |
|    | c. Lakeside Industries  |         | OPR 2016-0946 |
|    | d. Kool Mix Asphalt, Inc.   |         | OPR 2016-0947 |

Total Estimated Annual Cost: \$300,000 (incl. tax). (All Washington State companies.)

**Gary Kaesmeyer**

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 2. | Three-Year Value Blanket Order for Miscellaneous Stock Steel to Haskins Steel (Spokane, WA) with two one-year renewals—estimated annual expenditure \$300,000 (incl. tax). | Approve | OPR 2018-0271<br>BID 4453-18 |
|----|--|---------|------------------------------|

**Thea Prince**

- |    |  |                        |                              |
|----|--|------------------------|------------------------------|
| 3. | <b>Purchases for the Fleet Services Department of:</b>   | <b>Approve<br/>All</b> |                              |
|    | a. three Ford Escapes for the Wastewater Maintenance Department using Washington State Contract #05916—\$74,835.02 (incl. tax).  |                        | OPR 2018-0272                |
|    | b. one Kenworth Single Axel Chassis and Dump Body—\$198,302.30 (incl. tax) and one Kenworth Tandem Axel Chassis and Dump Body for the Street Department—\$266,449.48 (incl. tax). The Dump Bodies will be purchased using the Lake Highway District Plow Truck Contract and the Kenworth Chassis will be purchase using NJPA Contract #081716-KTC.                                 |                        | OPR 2018-0273                |
|    | c. one Tymco 500X Street Sweeper using the HGAC Buy Contract #SW04-18—\$304,989.05, and one Elgin Eagle Street Sweeper using NJPA Contract #122017-FSC for the Street Department—\$352,411.35 (incl. tax).   |                        | OPR 2018-0274                |
|    | d. two John Deere 524K-II Loaders from Pape Machinery (Spokane, WA) for the Street Department using the NJPA Contract #032515-JDC—\$398,323.81 (incl. tax).  |                        | OPR 2018-0275                |
|    | <b>Steve Riggs</b>   |                        |                              |
| 4. | GMP Amendment No. 6 with MWH Constructors and Slayden Construction Group, a joint venture (Bellevue, WA), for continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan—increase of \$24,951,856, and administrative reserve of \$748,541, which is 3% of the contract price, will be set aside. Total Contract Amount: \$25,699,897. | Approve                | OPR 2015-0834                |
|    | <b>Lonnie Moon</b>   |                        |                              |
| 5. | Two-Year Contract with SHI International, Corp. (Somerset, NJ) for Microsoft Select Agreement utilizing the WA State DES/Microsoft Contract. June 1, 2018 - May 31, 2020—estimated costs for 2018: \$133,929.11 (incl. tax) and 2019: \$133,929.11 (incl. tax). Total Contract Amount: \$267,858.22.   | Approve                | OPR 2018-0255                |
|    | <b>Michael Sloan</b>   |                        |                              |
| 6. | Low Bid of L & L Cargile, Inc., (Spokane Valley, WA) for High Drive from 29th Avenue to 21st Avenue—\$2,411,999.65. An administrative reserve of \$241,199.97, which is 10% of the contract price, will be set aside.  | Approve                | OPR 2018-0276<br>ENG 2015127 |
|    | <b>Dan Buller</b>  |                        |                              |

- |     |   |  |               |
|-----|---|--|---------------|
| 7.  | Sub-recipient funding agreements with:  | Approve<br>All                             |               |
|     | a. Spokane Housing Ventures to purchase land at 2830 East Francis Avenue and 6205-6211 North Regal to construct the Jayne Auld Manor affordable rental housing project—\$359,200 CDGB funds.  |  | OPR 2018-0277 |
|     | b. Spokane Neighborhood Action Partners to repair the 43-unit Resident Court Apartments at 1203 West 5th Avenue benefitting low-income tenants—\$100,000 CDBG funds.  |  | OPR 2018-0278 |
|     | <b>Paul Trautman</b>  |  |               |
| 8.  | Recommendations to list on the Spokane Register of Historical Places:   | Approve<br>All &<br>Authorize<br>Contracts |               |
|     | a. Cooper-George Apartments, 707 West 5th Avenue.   |  | OPR 2018-0279 |
|     | b. Hobson Building (Barrister Winery), 1213 West Railroad Avenue.   |  | OPR 2018-0280 |
|     | <b>Megan Duvall</b>   |  |               |
| 9.  | Memorandum of Understanding with Visit Spokane to establish a regional information center in the former Fountain Café building.   | Approve                                    | OPR 2018-0281 |
|     | <b>Jonathan Moog</b>  |  |               |
| 10. | Report of the Mayor of pending 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 \$_____. | Approve &<br>Authorize<br>Payment          | CPR 2018-0002 |
| 11. | City Council Meeting Minutes: _____, 2018.  | Approve<br>All                             | CPR 2018-0013 |

---

## EXECUTIVE SESSION

(Closed Session of Council)

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

---

## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

---

## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

---

## **COUNCIL COMMITTEE REPORTS**

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

---

## **OPEN FORUM**

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

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

---

## **LEGISLATIVE AGENDA**

**SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35618      Asset Management Fund  
FROM: Loan Proceeds, \$7,500,000  
TO: Capital Expenditures, same amount.

(This action establishes a budget for the SIP loan related to capital improvements at the City's golf courses.)

**Mark Buening**

ORD C35619      General Fund  
FROM: Unappropriated Reserves, \$35,000;  
TO: Staff Services-Info Services-Software, same amount.

(This action allows for the purchase/development/implementation of a Use of Force Dashboard.)

**Council President Stuckart**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0036      Approving an agreement between the City and Hos and Boz, LLC  
OPR 2018-0286      relating to development and renovation of the Otis Hotel, and relating to certain public infrastructure costs—\$83,240.

**Andrew Worlock**

RES 2018-0037      Regarding City policy for approval of special event permits.

**Council President Stuckart**

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 held on April 23, 2018.)

**Eldon Brown**

**Request motion to accept revised version of ORD C35615:**

ORD C35615      Relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

**Council Member Kinnear**

ORD C35616      Relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

**Council Member Kinnear**

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35620** Relating to standards for the for-cause removal of members of boards and commissions; enacted new sections 4.01.035, 04.05.025, 4.06.035, 4.06.125, 4.07.020, 4.08.035, 4.10.025, 4.11.020, 4.12.035, 04.14.045, 4.16.045, 4.20.045, 4.28.035, 4.30.025, 4.34.035, and 4.35.035; and amending sections 4.01.030, 4.13.030 and 4.23.040 of the Spokane Municipal Code.

**Council Member Mumm**

**FURTHER ACTION DEFERRED**

---

## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

---

**Motion to Approve Advance Agenda for May 7, 2018**  
(per Council Rule 2.1.2)

---

## **OPEN FORUM (CONTINUED)**

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

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

## **ADJOURNMENT**

The May 7, 2018, Regular Legislative Session of the City Council is adjourned to May 14, 2018.

---

## **NOTES**

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

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	OPR 2016-0944
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4305-16
<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEWAL OF COLD MIX VALUE BLANKET ORDERS

**Agenda Wording**

Renew Value Blanket Orders with all four (4) companies through December 31, 2021- Central Pre-Mix, Shamrock Paving, Lakeside Industries and Kool Mix Asphalt - \$300,000.00 total including tax

**Summary (Background)**

On December 12, 2016 City Council awarded Value Blanket Orders to all four (4) companies that responded to Bid #4305-16 because each company had a different product that has a specific asphalt oil belnd and aggregate requirement. Four Value Blanket Orders were prepared so that the City can purchase the product that is most effective for the condition the product is being used for. This producet is mainly used when hot asphalt is not available (Nov - March)

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

Expense	\$ 300,000.00	# various
---------	---------------	-----------

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

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

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

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	FLEIGER, NATHAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 4/23/18
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	RHOWERTON	

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA	

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Cold Mix Asphalt with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc., all Washington State companies.
<b>Date:</b>	4/23/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <p><i>This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils.</i></p> <p><i>Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.</i></p> <p><i>The City of Spokane Purchasing Department requested bids in November of 2017 from the major asphalt producers in the state for a five year contract through 2021. It was briefed wrong and was only approved for one year instead of five. The estimated annual cost for all departments is \$300,000.</i></p>	
<b>Executive Summary:</b>  <p><i>Impact</i></p> <ul style="list-style-type: none"> <li>The Street Department along with other City Departments will use cold mix asphalt when hot mix is not available. The use for the Street Department is mainly for pothole repair throughout the winter months.</li> </ul> <p><i>Action</i></p> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc.</li> </ul> <p><i>Funding</i></p> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2018 budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	



Consistent with current operations/policy?

☒

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:**

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	OPR 2016-0945
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4305-16
<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEWAL OF COLD MIX VALUE BLANKET ORDERS

**Agenda Wording**

Renew Value Blanket Orders with all four (4) companies through December 31, 2021- Central Pre-Mix, Shamrock Paving, Lakeside Industries and Kool Mix Asphalt - \$300,000.00 total including tax

**Summary (Background)**

On December 12, 2016 City Council awarded Value Blanket Orders to all four (4) companies that responded to Bid #4305-16 because each company had a different product that has a specific asphalt oil belnd and aggregate requirement. Four Value Blanket Orders were prepared so that the City can purchase the product that is most effective for the condition the product is being used for. This producet is mainly used when hot asphalt is not available (Nov - March)

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

Expense	\$ 300,000.00	# various
---------	---------------	-----------

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

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

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

<u>Approvals</u>	<u>Council Notifications</u>
------------------	------------------------------

<b><u>Dept Head</u></b>	FLEIGER, NATHAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 4/23/18
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	TPrince	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	RHOWERTON	

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA	

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Cold Mix Asphalt with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc., all Washington State companies.
<b>Date:</b>	4/23/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <p><i>This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils.</i></p> <p><i>Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.</i></p> <p><i>The City of Spokane Purchasing Department requested bids in November of 2017 from the major asphalt producers in the state for a five year contract through 2021. It was briefed wrong and was only approved for one year instead of five. The estimated annual cost for all departments is \$300,000.</i></p>	
<b>Executive Summary:</b>  <p><i>Impact</i></p> <ul style="list-style-type: none"> <li>The Street Department along with other City Departments will use cold mix asphalt when hot mix is not available. The use for the Street Department is mainly for pothole repair throughout the winter months.</li> </ul> <p><i>Action</i></p> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc.</li> </ul> <p><i>Funding</i></p> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2018 budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	

Consistent with current operations/policy?

☒

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:**

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	OPR 2016-0946
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4305-16
<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEWAL OF COLD MIX VALUE BLANKET ORDERS

**Agenda Wording**

Renew Value Blanket Orders with all four (4) companies through December 31, 2021- Central Pre-Mix, Shamrock Paving, Lakeside Industries and Kool Mix Asphalt - \$300,000.00 total including tax

**Summary (Background)**

On December 12, 2016 City Council awarded Value Blanket Orders to all four (4) companies that responded to Bid #4305-16 because each company had a different product that has a specific asphalt oil belnd and aggregate requirement. Four Value Blanket Orders were prepared so that the City can purchase the product that is most effective for the condition the product is being used for. This producet is mainly used when hot asphalt is not available (Nov - March)

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

Expense	\$ 300,000.00	# various
---------	---------------	-----------

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

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

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

<u>Approvals</u>	<u>Council Notifications</u>
------------------	------------------------------

<b><u>Dept Head</u></b>	FLEIGER, NATHAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 4/23/18
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	TPrince	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	RHOWERTON	

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA	

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Cold Mix Asphalt with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc., all Washington State companies.
<b>Date:</b>	4/23/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <p><i>This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils.</i></p> <p><i>Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.</i></p> <p><i>The City of Spokane Purchasing Department requested bids in November of 2017 from the major asphalt producers in the state for a five year contract through 2021. It was briefed wrong and was only approved for one year instead of five. The estimated annual cost for all departments is \$300,000.</i></p>	
<b>Executive Summary:</b>  <p><i>Impact</i></p> <ul style="list-style-type: none"> <li>The Street Department along with other City Departments will use cold mix asphalt when hot mix is not available. The use for the Street Department is mainly for pothole repair throughout the winter months.</li> </ul> <p><i>Action</i></p> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc.</li> </ul> <p><i>Funding</i></p> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2018 budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	

Consistent with current operations/policy?

☒

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:**

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	OPR 2016-0947
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4305-16
<u>Requisition #</u>	VB
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEWAL OF COLD MIX VALUE BLANKET ORDERS

**Agenda Wording**

Renew Value Blanket Orders with all four (4) companies through December 31, 2021- Central Pre-Mix, Shamrock Paving, Lakeside Industries and Kool Mix Asphalt - \$300,000.00 total including tax

**Summary (Background)**

On December 12, 2016 City Council awarded Value Blanket Orders to all four (4) companies that responded to Bid #4305-16 because each company had a different product that has a specific asphalt oil belnd and aggregate requirement. Four Value Blanket Orders were prepared so that the City can purchase the product that is most effective for the condition the product is being used for. This producet is mainly used when hot asphalt is not available (Nov - March)

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

Expense	\$ 300,000.00	# various
---------	---------------	-----------

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

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

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

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	FLEIGER, NATHAN	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 4/23/18
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	TPRINCE	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	RHOWERTON	

**Additional Approvals**

<b><u>Purchasing</u></b>	PRINCE, THEA	



## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Cold Mix Asphalt with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc., all Washington State companies.
<b>Date:</b>	4/23/2018
<b>Contact (email &amp; phone):</b>	<a href="mailto:rhowerton@spokanecity.org">rhowerton@spokanecity.org</a> / 625-7741
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> <p><i>This material is used by the Street Department, Sewer Maintenance and Water Department when hot mix asphalt is not available (usually November through March). These mixes are proprietary asphalt oils.</i></p> <p><i>Each asphalt company has a different product that has a specific asphalt oil blend and aggregate requirement. We are creating Blanket Orders with each of the four Asphalt Companies so we can purchase the product that is most effective for the condition the product is being used.</i></p> <p><i>The City of Spokane Purchasing Department requested bids in November of 2017 from the major asphalt producers in the state for a five year contract through 2021. It was briefed wrong and was only approved for one year instead of five. The estimated annual cost for all departments is \$300,000.</i></p>	
<b>Executive Summary:</b>  <p><i>Impact</i></p> <ul style="list-style-type: none"> <li>The Street Department along with other City Departments will use cold mix asphalt when hot mix is not available. The use for the Street Department is mainly for pothole repair throughout the winter months.</li> </ul> <p><i>Action</i></p> <ul style="list-style-type: none"> <li>Approve the use of Annual Blanket Orders for Asphalt Mixes with Central Pre-Mix, Shamrock Mfg., Lakeside Industries and Kool Mix Asphalt Inc.</li> </ul> <p><i>Funding</i></p> <ul style="list-style-type: none"> <li>This has been programmed in to the Department's 2018 budget.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	

Consistent with current operations/policy?

☒

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:**

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	OPR 2018-0271
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #4453-18
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	THEA PRINCE 625-6403
<u>Contact E-Mail</u>	TPRINCE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5500 - PURCHASING MULTI DEPARTMENT MISC STOCK STEEL VALUE BLANKET ORDER

Agenda Wording

Award a three (3) year value blanket order for Miscellaneous Stock Steel to Haskins Steel (Spokane, Wa) with two (2) one-year renewals available - estimated annual expenditure - \$300,000.00 including tax

Summary (Background)

This bid was posted to our webpage and advertised in the Gazette as well as sent out to nineteen(19) vendors and plancenters. There was only one (1) response received. This Value Blanket Order will provide raw materials needed in the fabrication and repair of tools and equipment throughout various City departments.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 300,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u> PIES 4/23/18
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	TPRINCE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Purchasing Department
<b>Subject:</b>	Multi Department Value Blanket Order for Miscellaneous Stock Steel
<b>Date:</b>	4/23/18
<b>Contact (email &amp; phone):</b>	Thea Prince <a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a> 625-6403
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Bid #4453-18 for Miscellaneous Stock Steel was opened on April 2, 2018 – Notice that this Bid was posted on our webpage was sent out to nineteen (19) vendors and plancenters. Only one (1) response was received.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This will be set up as a Value Blanket Order used by multiple city departments for an annual amount of \$200,000.00 including tax which will be effective upon award and shall terminate on 4/30/20.</li> <li>The contract may be renewed for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.</li> <li>The Value Blanket Order will provide raw material needed in the fabrication and repair of tools and equipment.</li> <li>The Current Value Blanket Order expires 5/1/18</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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:	

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

05/07/2018

<u>Date Rec'd</u>	4/20/2018
<u>Clerk's File #</u>	OPR 2018-0272
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	DR1259

<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 FORD ESCAPES

**Agenda Wording**

Fleet Services would like to purchase three (3) Ford Escapes for the Wastewater Maintenance Department using Washington State Contract# 05916 for \$74,835.02 including tax.

**Summary (Background)**

The Ford Escapes will replace vehicles that have reached the end of their economic life. Recommend approval for the purchase of three (3) Ford Escapes. Funding for this purchase is included in the Wastewater Maintenance Department Budget.

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

Expense	\$ 74,835.02	# 4330-43354-94000-56404-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals****Council Notifications**

<b><u>Dept Head</u></b>	RIGGS, STEVEN	<b><u>Study Session</u></b>	4/30/18
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	sriggs, mmartinez, sjohnson, tprince	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		

**Additional Approvals**

<b><u>Purchasing</u></b>		

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase three replacement Ford Escapes for Wastewater
<b>Date:</b>	April 23, 2018
<b>Author (email &amp; phone):</b>	Micaela Martinez; <a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a> ; 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & 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)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase three (3) Ford Escapes for the Wastewater Maintenance Department using Washington State Contract# 05916 for \$74,152.11 including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Ford Escapes will replace vehicles that have reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of three (3) Ford Escapes.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this purchase is included in the Wastewater Maintenance Department Budget.</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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Martinez, Micaela

**From:** NOREPLY@des.wa.gov  
**Sent:** Friday, April 20, 2018 10:55 AM  
**To:** Martinez, Micaela  
**Cc:** Philip.Saunders@des.wa.gov  
**Subject:** Vehicle Quote - 2018-4-401 - SPOKANE, CITY OF - 23210

**Vehicle Quote Number: 2018-4-401**   [Create Purchase Request](#)   [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

### Contract & Dealer Information

Contract #: 05916

Dealer: Columbia Ford (W403)  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: orders@colford.com

### Organization Information

Organization: SPOKANE, CITY OF - 23210

Email: mmartinez@spokanecity.org

Quote Notes: Wastewater, Unit 428771, 428772, 428773

Vehicle Location: SPOKANE CITY

### Color Options

Oxford White (YZ)(S/SE/SEL) - 3

Tax Exempt: N

### Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0311-001	2018 Ford Escape Front-Wheel Drive, S Trim Level, 5-Passenger, 2.5L 4-Cylinder Engine, 6-Speed Automatic Transmission (U0F/100A/997/TT7)	3	\$19,699.00	\$59,097.00
2018-0311-021	SE Trim Upgrade - Four Wheel Drive (Intelligent 4WD System) (Includes 1.5 Liter 4 Cylinder EcoBoost with Auto Start-Stop Technology) (Includes Fog Lamps, Privacy Glass, Heated Front Row Seats, 10-way Power Drivers Seat with Power Lumbar and Power Recline, Rear Center Armrest, Satellite Radio, Dual-Zone Electronic Automatic Temperature Control with Rear Air Duct, 17in Sparkle Silver-Painted Aluminum Wheels, Keyless Entry Keypad) (U9G/200A/99D/TTK) (SE 4WD is less expensive than the SE FWD due to Ford price concessions)	3	\$2,695.00	\$8,085.00
2018-0311-026	SE OPTION - Reverse Sensing System (60S)	3	\$244.00	\$732.00
2018-0311-027	SE OPTION - Daytime Running Lights (replaces standard on/off configurable DRLs) (942)	3	\$44.00	\$132.00
2018-0311-100	Delayed Warranty Start (Customer submits request at www.fordwsd.com)	3	\$0.00	\$0.00
2018-0311-211	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	3	\$120.00	\$360.00
2018-0311-212	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	3	\$90.00	\$270.00
2018-0311-213	Floor Mats, HD Rubber Molded, Cargo Area (Weather Tech) (DLR)	3	\$120.00	\$360.00

**Quote Totals**

		<b>Total Vehicles:</b>	3
		<b>Sub Total:</b>	\$69,036.00
		<b>8.4 % Sales Tax:</b>	\$5,799.02
		<b>Quote Total:</b>	\$74,835.02



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

05/07/2018

<u>Date Rec'd</u>	4/20/2018
<u>Clerk's File #</u>	OPR 2018-0273
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NJPA & LAKE HWYS DIST
<u>Requisition #</u>	RE18941

<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 DUMP TRUCKS

**Agenda Wording**

Fleet Services would like to purchase one (1) Kenworth Single Axel Chassis and Dump Body for \$198,302.30 including tax, and one (1) Kenworth Tandem Axel Chassis and Dump Body for \$266,449.48 including tax, for the Street Department.

**Summary (Background)**

The Dump Bodies will be purchased using the Lake Highways District Plow Truck Contract. The Kenworth Chassis will be purchased using NJPA Contract# 081716-KTC. The Dump Trucks will replace equipment that has reached the end of their economic life. Recommend approval for the purchase of one (1) Kenworth Single Axel Chassis and Dump Body, and one (1) Kenworth Tandem Axel Chassis and Dump Body for the Street Department. Funding is included in the Street Department Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 464,751.78	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	RIGGS, STEVEN	<b><u>Study Session</u></b>	4/23/18
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	ODLE, MARI	sriggs, mmartinez, tprince	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>	PRINCE, THEA		

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase replacement Dump Body Single Axel and Chassis and Dump Body Tandem Axel and Chassis for Streets
<b>Date:</b>	April 23, 2018
<b>Author (email &amp; phone):</b>	Micaela Martinez; <a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a> ; 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & 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)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase one (1) Kenworth Dump Body Single Axel and Chassis for \$198,302.30 including tax, and one (1) Kenworth Dump Body Tandem Axel and Chassis for \$266,449.48 including tax, for the Street Department. The Dump Bodies will be purchased using the Lake Highways District Plow Truck Contract. The Kenworth Chassis will be purchased using NJPA Contract# 081716-KTC.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Dump Trucks will replace equipment that has reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of one (1) Kenworth Dump Body Single Axel and Chassis, and one (1) Kenworth Dump Body Tandem Axel and Chassis for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these purchases is included in the Street Department Replacement Fund.</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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Kenworth Truck Company



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

Mike Kleespies

Direct Phone: 813-455-1248

[mike.kleespies@paccar.com](mailto:mike.kleespies@paccar.com)

[www.kenworth.com](http://www.kenworth.com)

Ryan Breeze

Direct Phone: 425-828-5452

[ryan.breeze@paccar.com](mailto:ryan.breeze@paccar.com)

[www.kenworth.com](http://www.kenworth.com)

**Contract#:** 081716-KTC

**Category:** Vehicles and Chassis

**Maturity Date:** 11/15/2020

Kenworth Truck Company has forged a solid reputation for quality, innovation and technology in producing The World's Best® medium and heavy duty trucks over the past 93 years. From enhanced durability to improved driver comfort to optimized operational efficiency, each Kenworth stands as a testament to our uncompromising engineering and craftsmanship. That tradition continues today with the company's award-winning Kenworth T680 and T880 models, which were honored as Heavy Duty Commercial Truck of the Year by the American Truck Dealers (ATD) in 2013 and 2015, respectively. Kenworth's Internet home page is at [www.kenworth.com](http://www.kenworth.com). Kenworth is a PACCAR company.

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

05/07/2018

<u>Date Rec'd</u>	4/20/2018
<u>Clerk's File #</u>	OPR 2018-0274
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NJPA
<u>Requisition #</u>	RE18942-18943

<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 STREET SWEEPERS

**Agenda Wording**

Fleet Services would like to purchase one (1) Tymo 500X Street Sweeper for \$304,989.05 using the HGAC Buy Contract #SW04-18, and one (1) Elgin Eagle Street Sweeper for \$352,411.35 using NJPA Contract #122017-FSC, for the Street Department. Tax Incl.

**Summary (Background)**

The Sweepers will replace equipment that has reached the end of their economic life. Recommend approval for the purchase of 1-Tymo 500X Street Sweeper and 1-Elgin Eagle Street Sweeper for the Street Department. Funding for is included in the Street Department Replacement Fund.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 657400.40	# 5110-71700-94000-56413-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	4/23/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sriggs, mmartinez, tprince	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase two replacement Street Sweepers
<b>Date:</b>	April 23, 2018
<b>Author (email &amp; phone):</b>	Micaela Martinez; <a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a> ; 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & 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)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase one (1) Tymco 500X Street Sweeper and one (1) Elgin Eagle Street Sweeper for the Street Department. The Tymco 500X Street Sweeper will be purchased using the HGAC Buy Contract #SW04-18 for \$304,989.05 including tax. The Elgin Eagle Street Sweeper will be purchased using NJPA Contract #122017-FSC for \$352,411.35 including Tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Sweepers will replace equipment that has reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of 1-Tymco 500X Street Sweeper and 1-Elgin Eagle Street Sweeper for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these purchases is included in the Street Department Replacement Fund.</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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



## Elgin Sweeper Company



Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

### HOW TO PURCHASE

Our step-by-step guide



### Vendor Contact Info

David Panizzi, Business  
Development Manager  
Direct Phone: 847-622-7153  
[DPanizzi@elginsweeper.com](mailto:DPanizzi@elginsweeper.com)  
[www.elginsweeper.com](http://www.elginsweeper.com)

**Contract#:** 122017-FSC

**Category:** Public Utility & Airport Equipment

**Description:** Street Sweepers

**Maturity Date:** 02/20/2022

Elgin Sweeper, located in Elgin, IL, is the leading manufacturer of street sweepers for municipal, contractor, airport, highway and industrial sweeping. Elgin has been designing and manufacturing quality sweeping products for over 100 years. We offer the broadest selection of sweepers including all variations of sweeping technology – mechanical, vacuum, regenerative air and now mechanical with vacuum assist for waterless dust suppression. Other new technologies such as PM-10 compliance, alternative fuel driven, and noise reduction are also available in select sweeper models. Street sweeping is a BMP that's recognized by the EPA for Stormwater remediation purposes.

[Find My Local Dealer](#)

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

05/07/2018

<u>Date Rec'd</u>	4/20/2018
<u>Clerk's File #</u>	OPR 2018-0275
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NJPA
<u>Requisition #</u>	RE18936

Submitting Dept

FLEET OPERATIONS

Contact Name/Phone

STEVE RIGGS 625-7706

Contact E-Mail

SRIGGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

5100 PURCHASE OF LOADERS

Agenda Wording

Fleet Services would like to purchase two (2) John Deere 524K-II Loaders for the Street Department using the NJPA contract# 032515-JDC from Pape Machinery (Spokane, WA) for \$398,323.81 including tax.

Summary (Background)

The loaders will replace equipment that has reached the end of their economic life. Recommend approval for the purchase of two (2) John Deere 524K-II Loaders from Pape Machinery (Spokane, WA) for the Street Department. Funding for these purchases is included in the Street Department Replacement Fund.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 398,323.81

# 5110-71700-94000-56413-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

RIGGS, STEVEN

Study Session

4/23/18

Division Director

SIMMONS, SCOTT M.

Other

PIES

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

sriggs, mmartinez, tprince

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

PRINCE, THEA

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase two replacement Loaders for Streets
<b>Date:</b>	April 23, 2018
<b>Author (email &amp; phone):</b>	Micaela Martinez; <a href="mailto:mmartinez@spokanecity.org">mmartinez@spokanecity.org</a> ; 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & 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)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<b>Background/History:</b> Fleet Services would like to purchase two (2) John Deere 524K-II Loaders for the Street Department using the NJPA contract# 032515-JDC from Pape Machinery (Spokane, WA) for \$406,864.61 including tax.	
<b>Executive Summary:</b>  <u>Impact</u> <ul style="list-style-type: none"> <li>The loaders will replace equipment that has reached the end of their economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>Recommend approval for the purchase of two (2) John Deere 524K-II Loaders from Pape Machinery (Spokane, WA) for the Street Department.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for these purchases is included in the Street Department Replacement Fund.</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: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	





Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

#### HOW TO PURCHASE

Our step-by-step guide



#### Vendor Contact Info

Richard Murga  
Direct Phone: 800-319-3757  
option 1  
[murgarichard@johndeere.com](mailto:murgarichard@johndeere.com)  
[www.deere.com](http://www.deere.com)

Mark Deakyne  
Direct Phone: 800-319-3757  
option 4  
[deakynemarkr@johndeere.com](mailto:deakynemarkr@johndeere.com)  
[www.deere.com/construction](http://www.deere.com/construction)

## John Deere Construction Retail Sales



**Contract#:** 032515-JDC

**Category:** Construction & Agricultural Equipment

**Description:** Construction Equipment

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

Founded in 1837 and embracing the core values of Quality, Integrity, Commitment and Innovation, John Deere has been a lasting solutions provider for over 178 years. We are proud to partner with NJPA to help its members also achieve long term success. Contract 032515-JDC provides 68 models of construction equipment in 12 product groups that span the heavy, medium and compact equipment categories. Equipment on contract includes Excavators, Motor Graders, Articulated Wheel Loaders, Dozers, Backhoes and Skid Steers among others. With John Deere's vast network of authorized dealers, NJPA members can count on professional assistance, from initial sales quote to certified product maintenance.

[Click Here to Locate Your Local Dealer](#)

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

05/07/2018

Date Rec'd

4/18/2018

Clerk's File #

OPR 2015-0834

Renews #Submitting DeptINTEGRATED CAPITAL  
MANAGEMENTCross Ref #Contact Name/Phone

LONNIE MOON 4661

Project #Contact E-Mail

LMOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

4250 - NEXT LEVEL OF TREATMENT GMP #6

Agenda Wording

Continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan. In alignment with current City-Wide Capital Program and Public Works budget.

Summary (Background)

This is the 6th of 7 GMP amendments for the development of the final Guaranteed Maximum Price. The final amendment is expected to be established in September of 2018 thus finalizing the contract value for the construction of the Next Level of Treatment Membrane Facility and SCADA Program Phase 2. Total cost of GMP #6 is \$25,669,897, which authorizes \$24,951,356 to MWHC-Slayden (GC/CM), with an Administrative Reserve of 3% for \$748,541.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 25,699,897

# 4340-43387-94000-56501-14322

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MILLER, KATHERINE E

Study SessionDivision Director

FEIST, MARLENE

Other

PIES 04/23/18

Finance

KECK, KATHLEEN

Distribution ListLegal

SCHOEDEL, ELIZABETH

pmtaylor@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

kheatherly@spokanecity.org

Additional Approvals

Jeffrey.Wall@stantec.com

Purchasing


## Briefing Paper

### Finance & Administration Committee

<b>Division &amp; Department:</b>	Integrated Capital Management
<b>Subject:</b>	Next Level of Treatment – GMP 6
<b>Date:</b>	April 4, 2018
<b>Author (email &amp; phone):</b>	Mike Taylor ( <a href="mailto:pmtaylor@spokanecity.org">pmtaylor@spokanecity.org</a> ) (x6307)
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan. In alignment with current City-Wide Capital Program and Public Works budget.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of GMP 6 for Next Level of Treatment Membrane Facility construction.
<b>Background/History:</b> This is the 6 <sup>th</sup> of 7 GMP amendments for the development of the final Guaranteed Maximum Price. The final amendment is expected to be established in September of 2018 thus finalizing the contract value for the construction of the Next Level of Treatment Membrane Facility and related projects.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• GMP 6 Scope of Work includes           <ul style="list-style-type: none"> <li>○ Membrane Facility walls</li> <li>○ Membrane Facility deck</li> <li>○ SCADA Program Phase 2</li> </ul> </li> <li>• Total Cost of GMP 6: \$25,699,897           <ul style="list-style-type: none"> <li>○ Authorized to Contractor: \$24,951,356</li> <li>○ Administrative Reserve (3%): \$748,541</li> </ul> </li> <li>• Work is scheduled to be completed in November of 2020</li> <li>• Remaining budget is projected to be sufficient for GMP 7 scope of work</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: (revenue generating, match requirements, etc.) 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: Known challenges/barriers:	

**AIA**<sup>®</sup>**Document G701<sup>™</sup> – 2017****Change Order****PROJECT:** *(Name and address)*

Next Level of Treatment

City of Spokane RPWRF

**OWNER:** *(Name and address)*

City of Spokane

808 W. Spokane Falls Blvd, Spokane, WA  
99201**CONTRACT INFORMATION:**Contract For: GC/CM Construction  
Services

Date: Nov. 18th, 2015

**ARCHITECT:** *(Name and address)***CHANGE ORDER INFORMATION:**

Change Order Number: GMP 06

Date: April 12, 2018

**CONTRACTOR:** *(Name and address)*MWH Constructors, Inc. and Slayden  
Constructors, Inc. , a Joint Venture  
2353 130th Ave. NE, Suite 300, Bellevue,  
WA 98007-1759**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

This is GMP Component 6 of the Next Level Treatment Contract with MWH Constructors, Inc. and Slayden Constructors, Inc., a Joint Venture. There are an anticipated 7 total components expected to be under Contract by Sept. 2018, at which point the project GMP will be established. The project is currently tracking on schedule and on budget. This work has been expected in the original scope of the contract, initially executed for Preconstruction Services in October 2015. This Change Order specifically incorporates GMP 06 Amendment No. 06, including all appendices and attachments referenced therein.

This GMP 6 is to furnish and construct the Membrane Area Walls and Deck of the Membrane Filtration Facility, and procurement of Electrical Gear, and supply and install SCADA Phase 2 as further clarified in Appendix A, Scope of Work.

The original Contract Sum was	\$	1,972,316.00
The net change by previously authorized Change Orders	\$	93,116,058.59
The Contract Sum prior to this Change Order was	\$	95,088,374.59
The Contract Sum will be increased by this Change Order in the amount of	\$	24,951,356.00
The new Contract Sum including this Change Order will be	\$	120,039,730.59
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be 11/24/2020		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

	MWH Constructors, Inc. and Slayden Constructors, Inc. , a Joint Venture	City of Spokane
<b>ARCHITECT</b> <i>(Firm name)</i>	<b>CONTRACTOR</b> <i>(Firm name)</i>	<b>OWNER</b> <i>(Firm name)</i>
<b>SIGNATURE</b>	<b>SIGNATURE</b>	<b>SIGNATURE</b>
<b>PRINTED NAME AND TITLE</b>	Greg Huston, President <b>PRINTED NAME AND TITLE</b>	David Condon, Mayor <b>PRINTED NAME AND TITLE</b>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

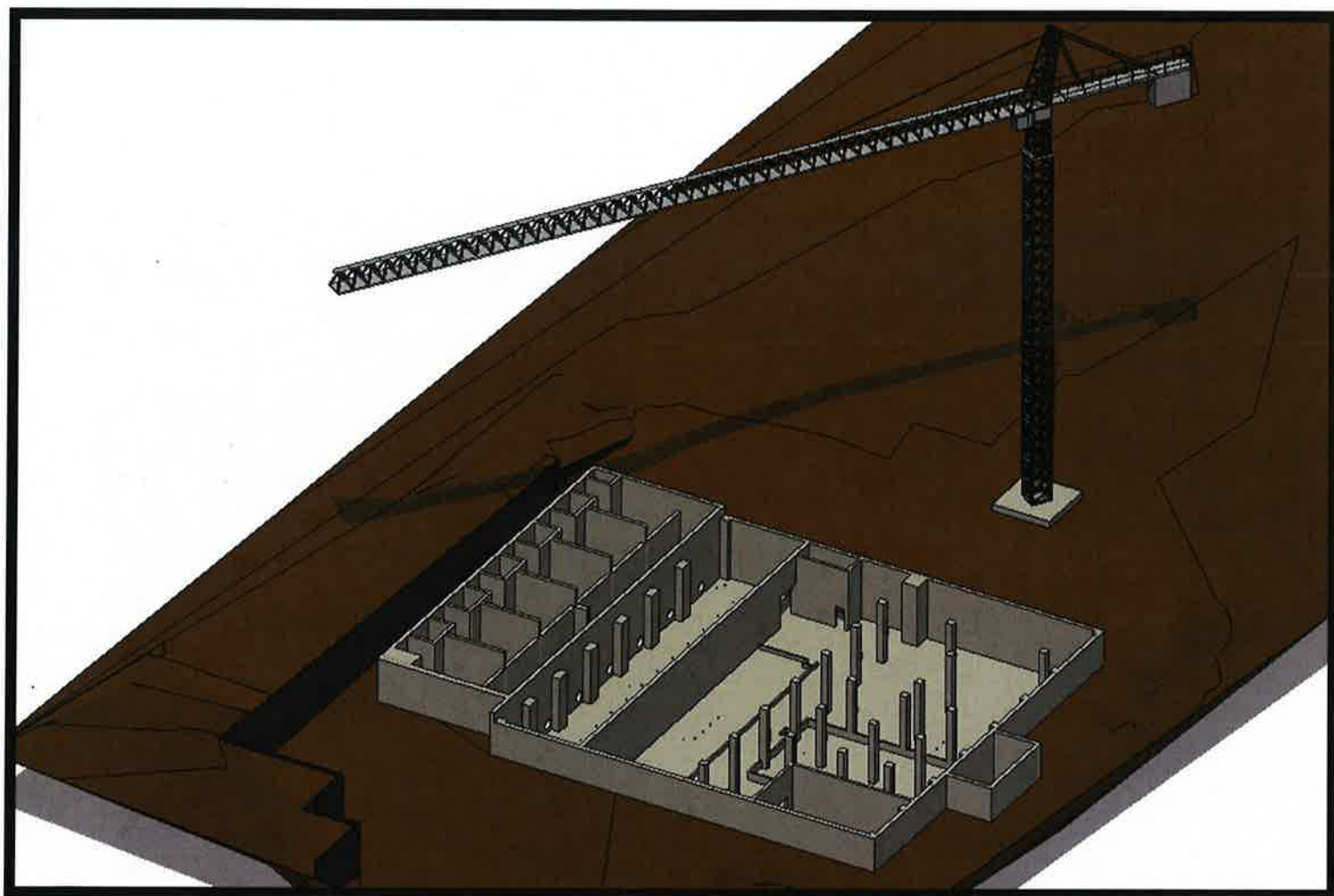


GMP Amendment No. 6  
Membrane Walls & Deck

CITY OF SPOKANE

**RPWRF**

# **Next Level of Treatment Project**



JOINT VENTURE

Spokane Riverside Park Water Reclamation Facility  
Next Level of Treatment (NLT) Project

**Guaranteed Maximum Price Amendment No. 6 –  
Phase 2 NLT Walls and Deck Membrane Area**

This Guaranteed Maximum Price ("GMP") Amendment No. 6 Phase 2 Membrane Area Walls and Deck of the Membrane Filtration Facility is made pursuant to and is part of the *Standard Form of Agreement Between Owner and Construction Manager as Constructor* ("the Agreement") between City of Spokane ("the Owner") and MWH Constructors, Inc. & Slayden Constructors, Inc., a Joint Venture ("the Construction Manager") for the Next Level Treatment Project at the Spokane Riverside Park Water Reclamation Facility ("the Project"). The Owner and Construction Manager are sometimes referred to collectively as "the Parties." Unless specifically noted otherwise, capitalized terms used in this GMP Amendment have the same meaning as those defined terms in the Agreement.

**RECITALS**

A. In accordance with the Agreement, the Construction Manager is to provide to the Owner certain construction services on a GMP basis with a separate Scope of Work, as defined below, time for performance, and price to be established for each GMP Component; and,

B. As contemplated by the Parties, individual GMP Components are to be governed and developed in accordance with the terms and conditions of the Agreement; and,

C. The purpose of this GMP Amendment is to establish the time for performance, price, and to provide the Owner's authorization to proceed with the Scope of Work for the Component identified herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. SCOPE OF WORK**

The Scope of Work for this GMP Amendment is identified in the attached Appendix A and was developed in accordance with Section 2.2 of the Agreement.

## 2. COMPONENT GMP PRICING

The Component GMP cost has been developed in accordance with Articles 5 and 6 of the Agreement and is agreed by the Parties, for this Component only, to be priced as a stipulated lump sum rather than as cost reimbursable with a GMP. The stipulated lump sum price of **\$22,656,638** as outlined in Appendix B, is inclusive of Cost of Work, Negotiated Support Services, Specified General Conditions, GC/CM Fee and GC/CM Contingency, as those terms are defined in the Agreement. The total GMP amendment price inclusive of the stipulated lump sum plus allowances plus Washington state sales tax is \$24,951,356. Cost in re-pricing this GMP Amendment would be the responsibility of the Owner in the event that the lump sum payment for the work on this Component were to be reverted back based on a new legal opinion received by the Owner or the Construction Manager, to the pricing method outlined in the Agreement prior to this GMP Amendment. With this change in pricing and payment structure for GMP 6, the Agreement is modified as follows:

- 2.1 **Article 5.1 Compensation for Construction Phase Services** - Modify by adding the following sentence as a new paragraph 5.1.9

*5.1.9 For a Component GMP, the Parties may agree in a GMP Amendment that the compensation for such Component GMP shall be priced as a stipulated lump sum, inclusive of Cost of Work, Negotiated Support Services, Specified General Conditions, GC/CM Fee and GC/CM Contingency. The stipulated lump sum price shall exclude Washington State Tax and Allowances. Such costs for approved Allowance utilization and Washington State Tax shall be cost reimbursable by the Owner as part of each monthly payment paid by Owner to Construction Manager. Payment for stipulated lump sum costs shall be based on progress on an agreed to monthly schedule of values. At the request of the Owner, actual cost and man-hours will be provided for use by the Owner and the Construction Manager in negotiations of future Work Packages on this Project or other City projects.*

- 2.2 **Article 6.1 Costs to be Reimbursed** – Modify by adding the following sentence at the end of Section 6.1.1

*If the Parties agree to a Lump Sum Price for a GMP Component, the Cost of Work shall mean the agreed to, stipulated price in the GMP Amendment and documentation of actual costs and man-hours for Cost of Work items need not be evidenced for such lump sum costs.*

- 2.3 **Article 6.11 Accounting Records.** Delete the third sentence and replace with the new sentence as following:

*Substantiation for lump sum subcontracts and Construction Manager costs priced as lump sum shall include bid proposals, bid tabulation work sheets, invoices to the Construction Manager or Owner and monthly schedule of values.*

- 2.4 **Article 6.7.6 Negotiated Support Services** - Modify by adding a new section .5 as follows:

*.5 The Parties agree the Negotiated Support Services may be priced as lump sum within a Component GMP.*

- 2.5 **Article 6.7.7 Negotiated Self-Perform Work** – Modify by adding a new sentence at the end of the paragraph.

*The Parties agree the Negotiated Self-Perform Work may be priced as lump sum within a Component GMP.*

- 2.6 **Article 7.2.2 Final Payment** - Modify by adding a new sentence at the end of the paragraph.

*Construction Manager's final accounting for Cost of Work, Negotiated Self-Perform Work, Negotiated Support Services, and other costs priced as lump sum for a Component GMP shall include verification of the accuracy of such lump sum costs and progress payments agreed to in the GMP Amendment. Actual costs and man- hours for lump sum costs shall not be subject to audit.*

### **3. SCHEDULE AND COMPLETION**

The schedule for the Work is included in Appendix C and shall be in accordance with the anticipated date for Substantial Completion for the Work, and as may be changed or amended from time to time by the Parties. The Parties shall use their best efforts to coordinate concurrent or conflicting GMP activities associated with this and other GMPs, ongoing operational obligations of the Owner, or other matters which might impact or otherwise interfere with the schedule for this GMP or the anticipated date for Substantial Completion of the Project.

In executing this GMP Amendment, the undersigned representatives on behalf of the Owner and the Construction Manager each individually represent that they have the necessary authority and approval to execute this GMP Amendment, and perform the Work described herein upon execution of the GMP Amendment.



Attachments incorporated with this GMP Amendment include:

1. Amendment Contract Documents
  - 1.1. AIA Document G701 – 2001 Change Order Signature Page
  - 1.2. COS GMP 6 Briefing Paper
  - 1.3. Recitals
2. Scope of Work
  - 2.1. Cost Summary
  - 2.2. NSS & SGC Cost Breakdown
  - 2.3. Risk Allocation Log
  - 2.4. Clarifications & Assumptions
  - 2.5. Drawing, Detail, & Specification List
3. Subcontractor Bid Packages
  - 3.1. S-60 Rebar
  - 3.2. S-62 Concrete Pumping
4. Equipment & Material Procurement Packages
  - 4.1. P-600 Concrete Supply
  - 4.2. P-601 FRP Tank Supply
  - 4.3. P-602 Metal Deck Supply
  - 4.4. P-603 Structural Steel Supply
  - 4.5. P-604 Electrical Gear Supply
5. Self-Perform Estimates
  - 5.1. GMP 6 – Membrane Filtration Facility Walls and Deck for the Membrane Area
  - 5.2. GMP 6 – Conduit, Grounding, and Flowmeter Procurement
  - 5.3. GMP 6 – SCADA Phase 2
6. CPM Schedule
7. Memos
  - 7.1. Labor Multiplier Memo
  - 7.2. Equipment Rental Rates Memo
  - 7.3. Sole Source Equipment Memo
  - 7.4. GMP 6 Record of Negotiation

## **APPENDIX A – THE SCOPE of WORK**

This Scope of Work ("the SOW") describes the Work to be provided under GMP Amendment No. 6 Phase 2 Membrane Area Walls and Deck of the Membrane Filtration Facility. The SOW is based on the "Early out package 4 GMP6, GMP 5 DCN 001, and 2017 SCADA/MCC Upgrade Package No 2 – 01-24-2018(FFC)" specifications, details, and drawings. The SOW is comprised of Construction Manager's construction and other services as required by the Contract Documents, including services relating to procuring and furnishing supervision, labor, materials, tools, equipment, machinery, transportation, temporary utilities and facilities and other items required to construct the Membrane Area Walls and Deck of the Membrane Filtration Facility as further clarified below. The clarifications, assumptions, and/or exceptions contained in each Attachment listed below are also specifically incorporated into this GMP Amendment.

### **Task 1 – Subcontract Work Packages**

- S-60 – Furnish and Install Rebar Package
- S-61 – Structural Steel Erector Package
- S-62 – Concrete Pumping Package

Construction Manager shall complete the Scope of Work covered by subcontract work packages listed above.

### **Task 2 – Procurement Work Packages**

- P-600 – Concrete Supply
- P-601 – FRP Tank Supply
- P-602 – Metal Deck Supply
- P-603 – Structural Steel Supply

Construction Manager shall complete the Scope of Work covered by procurement work packages listed above.

### **Task 3 – Other Work Packages**

- P-604 – Electrical Gear Supply
- Procure SCADA Phase 2

Construction Manager shall complete the Scope of Work covered by other work packages listed above.

### **Task 4 – Negotiated Self Perform – Phase 2 Membrane Filtration Facility walls and deck for the membrane area.**

- NSP Estimate – Concrete Walls and Deck at the Membrane Area for the Membrane Filtration Facility.
- NSP Estimate – Install SCADA Phase 2
- NSP Estimate – Conduit, Grounding, & Procure Flowmeter for GMP 6

Construction Manager shall complete the Scope of Work covered by NSP Estimates for Membrane Filtration Facility walls and deck for the membrane area.

**Scope of Work Assumptions**

This Scope of Work includes Clarifications and Assumptions as attached herein, and Allowances as detailed in the Risk Allocation Log. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the Allowance amounts will be funded from the Owner's Contingency fund. Costs below the Allowance amounts will be returned to the Owner. Unused funds within any line item Allowance may be utilized, at Construction Manager's discretion, to fund shortcomings in other line item Allowance(s).

**APPENDIX B –  
GUARANTEED MAXIMUM PRICE**

Construction Manager's Guaranteed Maximum Price (GMP) for this Amendment is \$24,951,356 as detailed below:

Cost of Work	\$15,157,961
(Subcontracted) \$3,377,425	
(Self-Perform) \$7,389,552	
(Other) \$4,390,984	
Negotiated Support Services	<u>\$3,744,193</u>
Specified General Conditions	<u>\$2,341,763</u>
<b>Subtotal – Estimated Cost of Work (ECW) =</b>	<b>\$21,243,917</b>
 GC/CM Fee (3.65% of ECW)	 <u>\$775,403</u>
<b>Subtotal =</b>	<b>\$22,019,320</b>
 GC/CM Contingency (3% of ECW)	 <u>\$637,318</u>
<b>Subtotal – Amendment No. 6 =</b>	<b>\$22,656,638</b>
 Allowances	 <u>\$255,535</u>
<b>Subtotal – Amendment No. 6 w Allowances =</b>	<b>\$22,912,173</b>
 Washington State Sales Tax (8.9%)	 <u>\$2,039,183</u>
<b>TOTAL – Authorized to Construction Manager =</b>	<b>\$24,951,356</b>

GMP Amendment 6 to be authorized in the amount of \$24,951,356. The Lump Sum portion of GMP Amendment 6 shall be **\$22,656,638**. The Estimated Cost of Work of **\$22,912,173** is inclusive of Allowances, and such Allowances excluded from the Lump Sum.

**Attachments to the Appendix B**  
– Negotiated Support Services  
– Specified General Conditions  
– Cost of Work

----- End of Appendix B -----

**APPENDIX C –  
SCHEDULE and COMPLETION**

A copy of the Integrated Master Schedule (Update October 2017) is attached. Milestone dates for this GMP Amendment shall be as follows:

- Notice to Proceed from Owner – no later than May 4, 2018
- Procurement and Planning to begin upon Notice to Proceed
- Begin Field Work – June 1, 2018
- Substantial Completion – Per CPM Schedule
- Final Completion – Per CPM Schedule

**Schedule Assumptions**

Specific assumptions incorporated into this schedule include:

- Construction Manager shall be given a Notice to Proceed from the Owner no later than May 4, 2018.
- The Owner building permit(s) can be secured without delay(s) to the Project schedule.

**Attachments to the Appendix C**

Integrated Master Schedule

----- End of Appendix C -----

City of Spokane, RPWRF Improvements Phase 2 GMP 6		MWHC Estimate	Sub-Contractor / Vendor Bid Packages			
Line No.	Bid Package ID / Description	MWHC Estimate Amount (\$)	Sub / Vendor Name	Sub/Vendor Original Bid Amount (\$)	MWHC Cut/Add to Sub/Vendor Bid (\$)	Total Bid Package Amount (\$)
1	<b>NSS &amp; SGC</b>					
2	Negotiated Support Services - NSS	\$3,744,193				\$3,744,193
3	Specified General Conditions - SGC	\$2,341,763				\$2,341,763
12	<b>Subtotal - NSS &amp; SGC</b>	<b>\$6,085,956</b>		<b>\$0</b>	<b>\$0</b>	<b>\$6,085,956</b>
13	<b>Subcontractors &amp; Purchase Agreements</b>					
14	P-600 - Concrete Supply	\$737,443	Central Pre-Mix	\$845,108	-\$61,380	\$783,728
15	P-601 - FRP Tank Supply	\$575,000	Edwards	\$539,100		\$539,100
16	P-602 - Metal Deck Supply	\$90,156	Tombari	\$102,000		\$102,000
17	P-603 - Structural Steel Supply	\$450,000	RW Fab	\$665,500		\$665,500
18						
19	S-60 - F&I Rebar	\$705,091	Tri-States	\$738,756		\$738,756
20	S-61 - Structural Steel Erector Allowance	\$375,000	TBD	\$400,000		\$400,000
21	S-62 - Concrete Pumping	\$138,391	Champion	\$148,341		\$148,341
22						
23						
44	<b>Subtotal - Purchase Agreements</b>	<b>\$3,071,081</b>		<b>\$3,438,805</b>	<b>-\$61,380</b>	<b>\$3,377,425</b>
45	<b>Other Items</b>					
46	P-604 - Electrical Gear Supply	\$1,115,000	Stoneway	\$1,365,000	-\$109,360	\$1,255,640
47	Procure SCADA Phase 2	\$3,135,344	Columbia			\$3,135,344
48						
76	<b>Subtotal - Subcontractors</b>	<b>\$4,250,344</b>		<b>\$1,365,000</b>	<b>-\$109,360</b>	<b>\$4,390,984</b>
77	<b>NSP Estimates (Self-Perform)</b>					
78	NSP Estimate - Concrete, Etc.	\$4,366,729	JV			\$4,366,729
79	NSP Estimate - Install SCADA Phase 2	\$2,918,726	JV			\$2,918,726
80	NSP Estimate - Conduit, Grnd, & Procure Flowmeter - GMP 6	\$104,097	JV			\$104,097
81						
108	<b>Subtotal - Self Perform / JV / Team Sub</b>	<b>\$7,389,552</b>		<b>\$0</b>	<b>\$0</b>	<b>\$7,389,552</b>
120	<b>Category Subtotals - COW - NSS</b>					<b>\$3,744,193</b>
121	<b>Category Subtotals - COW - SGC</b>					<b>\$2,341,763</b>
122	<b>Category Subtotals - COW - Subcontracted</b>					<b>\$3,377,425</b>
123	<b>Category Subtotals - COW - Other</b>					<b>\$4,390,984</b>
124	<b>Category Subtotals - COW - Self-Perform</b>					<b>\$7,389,552</b>
125	<b>SUBTOTAL - COST OF WORK</b>					<b>\$21,243,917</b>
126	<b>Mark-Up Description</b>	<b>Amount (\$)</b>				<b>Amount (\$)</b>
127	<b>Fee</b>					
128	GC/CM Fee (3.65% of COW)	3.65%				\$775,403
129						
133	<b>Subtotal - Fee</b>					<b>\$775,403</b>
134	<b>Subtotal w Fee</b>					<b>\$22,019,320</b>
135	<b>Contingency</b>					
136	GC/CM Contingency	3.00%				\$637,318
137						
142	<b>Subtotal - Contingency</b>					<b>\$637,318</b>
143	<b>Stipulated Lump Sum Amount</b>					<b>\$22,656,638</b>
144	<b>Allowances</b>					
145	Allowances - Per Risk Allocation Log	\$255,535				\$255,535
146						
150	<b>Subtotal - Allowances</b>					<b>\$255,535</b>
151	<b>Subtotal w Allowances</b>					<b>\$22,912,173</b>
152	<b>Taxes</b>					
153	Not Included					\$0
154						
159	<b>Subtotal - Taxes</b>					<b>\$0</b>
160	<b>PROJECT TOTAL</b>					<b>\$22,912,173</b>

City of Spokane GMP 6 - SGC & NSS Phase 1 and Phase 2 NSS & SGC Dates = 6/1/2018 to 12/31/2018			
GENERAL CONDITIONS			
	Staff & Craft	Setup & Expenses	Total
NSS	\$2,025,812	\$1,718,381	\$3,744,193
SGC	\$1,986,844	\$354,920	\$2,341,763
SGC & NSS SUBTOTALS	\$4,012,656	\$2,073,300	\$6,085,956





Phase	Item	Description	Billable?	Start Date 6/1/2018	End Date 12/31/2018	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	SGC Amount	TOTAL Amount	Comments
		00 MARKETING COSTS													
		00 COMMUNITY SERVICE (ONE TIME) - NON-LABOR													
		10 Community Service Programs	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		20 Community Outreach	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		00 MONTHLY LIABILITY INSURANCE CHARGE (SETUP)													
		10 Professional Liability (E & O) Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		20 Construction Liability Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		30 Owner's Protective Liability Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		40 Railroad Protective Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		50 Pollution Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		60 Marine/Offshore Insurance	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		70 Builder's Risk Insurance	Billable	6/1/2018	12/31/2018		1.00	ls	22.148	\$22.148		\$0	\$22.148		
		00 BOND CHARGES (SETUP)													
		10 Performance Bonds	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		20 Payment Bonds	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		30 Retention Bonds	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		00 REGULATORY REQUIREMENTS (SETUP)													
		01 Building Permits	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		02 Electric Permits	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		03 Plumbing Permits	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		04 Temporary Dewatering Permit	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		05 Sprinkler System Permit	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		06 Fire Alarm Hook up Permit	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		07 Street Cut Permits	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		08 Washington Non-Residential Energy Code Review	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		09 Other Project Specific Permits	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		00 HEALTH & SAFETY (SETUP)													
		01 Health & Safety Plan	Billable	6/1/2018	12/31/2018			ea		\$0		\$0	\$0		
		00 QUALITY CONTROL (SETUP)													
		01 QA/QC Plan	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		00 MOBILIZATION (SETUP)													
		60 "ONE TIME" TRAVEL & LIVING EXPENSE (SETUP)	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		61 Relocation Expenses (From GC Labor Based Expense Sheet)	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		62 Moving Expense	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		63 En route Expense	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		64 Other One Time Expenses	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		00 Partnering													
		01 Temp. Lighting / Horns for Safety - Different Work Areas	Billable	6/1/2018	12/31/2018			ea		\$0		\$0	\$0		
		02 Cell Phone Set Up	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		03 Cable Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		04 Temp Electric Power Phase 2 Area	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		05 Gas Line Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		06 Drinking Water Line Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		07 Construction Water Line Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		08 Sanitary Line Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		
		09 Fire Protection Installation	Billable	6/1/2018	12/31/2018			ls		\$0		\$0	\$0		

City of Spokane  
GMP 6 - SGC & NSS Phase 1 and Phase 2  
General Conditions General Expenses

Rev No.: 0  
Date:[illegible]

SubSection 72 - Ongoing / Recurring Costs  
720.150 Travel & Living Expense (Recurring)

**City of Spokane**  
**GMP 6 - SGC & NSS Phase 1 and Phase 2**  
**General Conditions General Expenses**  
 Rev No.: 0  
 Date:

Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	TOTAL Amount	Comments
	51	Living Allowance (From GC Labor Based Expense Sheet)	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	From GC's Labor Based Expenses Sheet)
	52	Auto Rental	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	53	Motel & Hotel	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	54	Airline	Billable	6/1/2018	12/31/2018			trip			\$0	\$0	\$0	
	55	Travel Expenses	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	56	Management Travel (From GC Labor Based Expense Sheet)	Billable	6/1/2018	12/31/2018		1.00	ls				\$163,976	\$163,976	From GC's Labor Based Expenses Sheet)
	720.151	Temporary Utilities (Recurring)	Billable	6/1/2018	12/31/2018									
	01	Telephone Monthly Charge	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	02	Cell Phone Monthly Charge (From GC Labor Based Expense Sheet)	Billable	6/1/2018	12/31/2018		1.00	ls				\$0	\$0	Provided by City of Spokane
	03	Internet Monthly Charge	Billable	6/1/2018	12/31/2018		7.00	mo				\$6,302	\$6,302	From GC's Labor Based Expenses Sheet)
	04	Electrical Monthly Power Charge	Billable	6/1/2018	12/31/2018			mo	482.34		\$3,378	\$3,378	\$3,378	
	05	Gas Monthly Charge	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	06	Drinking Water Monthly Charges	Billable	6/1/2018	12/31/2018		7.00	mo	456.00		\$3,192	\$3,192	\$3,192	Provided by City of Spokane
	07	Construction Water Monthly Charges	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	Provided by City of Spokane
	08	Sanitary Monthly Charge	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	Provided by City of Spokane
	09	Pest Control	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	12	Fuel Oil Monthly Charge	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	13	Heat/Cooling Monthly Charge	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	720.152	Security (Recurring)	Billable	6/1/2018	12/31/2018									
	00	SECURITY (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	01	Security Services	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	02	Security Badges	Billable	6/1/2018	12/31/2018			ea			\$0	\$0	\$0	
	720.153	Protect Exist Facilities (Recurring)	Billable	6/1/2018	12/31/2018									
	00	PROTECTION OF EXISTING FACILITIES (RECURRING)	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	01	Slope Protection	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	
	720.153.2	Site Condition Surveys (Recurring)	Billable	6/1/2018	12/31/2018									
	20	SITE CONDITION SURVEYS (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	21	Survey	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	22	Progress Videos	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	23	Progress Photos	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	24	Recording Aerial Photographs	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	720.153.5	Settlement Monitoring (Recurring)	Billable	6/1/2018	12/31/2018									
	30	SETTLEMENT MONITORING	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	31	Weekly Inspections / Surveys	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	720.155	Site Access & Storage (Recurring)	Billable	6/1/2018	12/31/2018		30.57	wk	525.00	\$16,050	\$0	\$0	\$16,050	Budinger Weekly Inspections
	00	SITE ACCESS AND STORAGE (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	01	Road Maintenance	Billable	6/1/2018	12/31/2018			ls			\$0	\$0	\$0	
	02	Snow Removal	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	03	Street Sweeping	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	720.156	Temp Environ Controls (Recurring)	Billable	6/1/2018	12/31/2018									
	00	TEMPORARY ENVIRONMENTAL CONTROLS (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	01	Dumpster Pickups	Billable	6/1/2018	12/31/2018		7.00	mo	4,500.00	\$31,500	\$0	\$0	\$31,500	
	02	Recycle Pickups	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	720.157	SWPPP (Recurring)	Billable	6/1/2018	12/31/2018									
	00	STORM WATER POLLUTION PREVENTION PLAN (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	01	SWPPP Maintenance	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	720.159	Field Offices (Recurring)	Billable	6/1/2018	12/31/2018									
	00	FIELD OFFICES (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	01	MWH Constructors Office Trailer	Billable	6/1/2018	12/31/2018		7.00	mo	964.76	\$6,753	\$0	\$0	\$6,753	
	02	Engineer's Office Trailer	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	03	Overnight Office Trailer-MWH Program Office	Billable	6/1/2018	12/31/2018		7.00	mo	1,035.06	\$7,245	\$0	\$0	\$7,245	
	04	Bathroom with Running Water	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	05	Supply Trailer/Container	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	06	Tool Shed-Guard Shades(2)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	07	Decon Trailer	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	
	08	Chemical Toilet & Holding Tanks	Billable	6/1/2018	12/31/2018		7.00	mo	2,211.00	\$15,477	\$0	\$0	\$15,477	
	720.159.5	Field Office Equipment (Recurring)	Billable	6/1/2018	12/31/2018									
	50	FIELD OFFICE EQUIPMENT (RECURRING)	Billable	6/1/2018	12/31/2018			mo			\$0	\$0	\$0	

**City of Spokane**  
**GMP 6 - SGC & NSS Phase 1 and Phase 2**  
**General Conditions General Expenses**  
 Rev No.: 0  
 Date:

Phase	Item	Description	Billable ?	Start Date	End Date	Utilization	Quantity	UCM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	TOTAL Amount	Comments
	51	Copy Machine Lease/Rental	Billable	6/1/2018	12/31/2018		7.00	mo	\$599.25	\$4,195	\$0	\$0	\$4,195	
	52	Fax Machine Lease/Rental	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	53	Computer Lease/Rental (From CGs Labor Based Expenses Sheet)	Billable	6/1/2018	12/31/2018		1.00	ls		\$6,685	\$0	\$0	\$6,685	From CGs Labor Based Expenses Sheet)
	54	Printers Lease/Rental	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	55	Software Charges	Billable	6/1/2018	12/31/2018		7.00	mo	\$24.24	\$4,370	\$0	\$0	\$4,370	
	56	Furniture Lease/Rental	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	70	FIELD OFFICE SERVICES (RECURRING)	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	71	Office Supply	Billable	6/1/2018	12/31/2018		7.00	mo	\$3,500.00	\$24,500	\$0	\$0	\$24,500	
	72	Janitorial Service	Billable	6/1/2018	12/31/2018		7.00	mo	\$725.00	\$5,075	\$0	\$0	\$5,075	
	73	Printing & Photocopies Service	Billable	6/1/2018	12/31/2018		7.00	mo	\$250.00	\$1,750	\$0	\$0	\$1,750	
	74	Postage & Fed Ex	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	75	Note Vault (Daily Report Software)	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	76	Prolog PMIS System	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	77	Misc Software License Fees	Billable	6/1/2018	12/31/2018			ea		\$0	\$0	\$0	\$0	
	78	Meeting Consumables	Billable	6/1/2018	12/31/2018		7.00	mo	\$600.00	\$4,200	\$0	\$0	\$4,200	Including Onsite Meeting Consumables
		AGC Yearly Fee 2018	Billable	6/1/2018	12/31/2018			yr		\$0	\$0	\$0	\$0	
		AGC Yearly Apprenticeship Fee 2018	Billable	6/1/2018	12/31/2018			yr		\$0	\$0	\$0	\$0	
		Plangrid per year (for year 2018)	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	2018 with GMP 5 & 2019 will be in future GMP
		Plangrid per year (for year 2018) - 8 Additional Licenses and Training for 2018	Billable	6/1/2018	12/31/2018		1.00	ls	4,814.40	\$4,814	\$0	\$0	\$4,814	2018 with GMP 5 & 2019 will be in future GMP
		PROJECT VEHICLES (RECURRING)	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	2018 with GMP 5 & 2019 will be in future GMP
	90	Pick-Up Truck Supervision	Billable	6/1/2018	12/31/2018		1.00	mo		\$101,680	\$0	\$0	\$101,680	From CGs Labor Based Expenses Sheet)
	91	Pick-Up Truck: Job	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	92	Golf Cart	Billable	6/1/2018	12/31/2018			EA		\$0	\$0	\$0	\$0	
	93	Automobile	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	94	Automobile	Billable	6/1/2018	12/31/2018			mo		\$0	\$0	\$0	\$0	
	95	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	96	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	97	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	98	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	99	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	100	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	101	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	102	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	103	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	104	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	105	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	106	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	107	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	108	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	109	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	110	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	111	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	112	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	113	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	114	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	115	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	116	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	117	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	118	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	119	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	120	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	121	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	122	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	123	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	124	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	125	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	126	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	127	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	128	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	129	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	130	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	131	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	132	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	133	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	134	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	135	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	136	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	137	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	138	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	139	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	140	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	141	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	142	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	143	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	144	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	145	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	146	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	147	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	148	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	149	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	150	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	151	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	152	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	153	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	154	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	155	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	156	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	157	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	158	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	159	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	160	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	161	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	162	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	163	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	164	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	165	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	166	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	167	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	168	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	169	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	170	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	171	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	172	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	173	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	174	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	175	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	176	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	177	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	178	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	179	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	180	Automobile	Billable	6/1/2018	12/31/2018			ls		\$0	\$0	\$0	\$0	
	181	Automobile	Billable	6/1/2018										

**City of Spokane**  
**GMP 6 - SGC & NSS Phase 1 and Phase 2**  
**General Conditions General Expenses**  
 Rev. No.: 0  
 Date:

Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UCM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	Unit Price	SGC Amount	TOTAL Amount	Comments
	04	SETUP CRAFT with FALL PROTECTION	Billable	6/1/2018	12/31/2018		30.00	ea	615.00	\$18,450.00	\$0	\$0	\$0	\$0	\$18,450.00	
	05	SETUP CRAFT with RESPIRATOR	Billable	6/1/2018	12/31/2018		10.00	ea	200.00	\$2,000.00	\$0	\$0	\$0	\$0	\$2,000.00	
	<b>740-172 Quality Control (Field Cost)</b>															
	00	QUALITY CONTROL (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	01	Soil Testing	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	02	Material Testing	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	03	Concrete Testing	Billable	6/1/2018	12/31/2018		1.00	ls	7,500.00	\$7,500.00	\$0	\$0	\$0	\$0	\$7,500.00	
	04	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	05	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	06	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	07	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	08	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	09	Project Specific Testing (non-start up)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	<b>740-173 Temporary Protection (Field Cost)</b>															
	00	TEMPORARY PROTECTION (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	01	Signage	Billable	6/1/2018	12/31/2018		1.00	ls	1,000.00	\$1,000.00	\$0	\$0	\$0	\$0	\$1,000.00	
	02	Guard Rails	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	03	Debris & Personnel Nets	Billable	6/1/2018	12/31/2018			sf		\$0	\$0	\$0	\$0	\$0	\$0	
	04	Temporary Stairs/Ladders/Covers	Billable	6/1/2018	12/31/2018			ea		\$0	\$0	\$0	\$0	\$0	\$0	
	05	Portable Ventilation Blowers (explosion proof)	Billable	6/1/2018	12/31/2018			ea		\$0	\$0	\$0	\$0	\$0	\$0	
	06	Fire Extinguishers	Billable	6/1/2018	12/31/2018			ea		\$0	\$0	\$0	\$0	\$0	\$0	
	07	Safety Signs/Barreades-Traffic Control	Billable	6/1/2018	12/31/2018			ea		\$0	\$0	\$0	\$0	\$0	\$0	
	08	Scaffolding & Platforms	Billable	6/1/2018	12/31/2018			sf		\$0	\$0	\$0	\$0	\$0	\$0	
	<b>740-174 Special Inspections (Field Cost)</b>															
	00	SPECIAL INSPECTIONS (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	<b>740-175 Temp. Environ. Controls (Field Cost)</b>															
	00	TEMPORARY ENVIRONMENTAL CONTROLS (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	01	Temporary Chain Link Fence	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	02	Dust Barriers	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	03	Noise Barriers	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	04	Pollution Control	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	05	Lighting System - Light Poles	Billable	6/1/2018	12/31/2018		3.00	ea	5,000.00	\$15,000.00	\$0	\$0	\$0	\$0	\$15,000.00	
	06	Dust Control	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	<b>740-175.5 Weather Protection (Field Cost)</b>															
	00	WEATHER PROTECTION (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	01	Winter Conditions	Billable	6/1/2018	12/31/2018		1.00	ls	11,563.70	\$11,563.70	\$0	\$0	\$0	\$0	\$11,563.70	Labor for Snow Removal Nov & Dec
	02	Heating Equipment	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	03	Winter Heat Fuel	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	04	Temp Enclosures	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	05	Ground Covers / Blankets / Ground Thawing	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	<b>740-177 Hoisting / Staging (Field Cost)</b>															
	00	HOISTING/STAGING (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	01	Hoisting Costs	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	02	Staging Costs-Off Site Parking	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	03	65 Ton Rough Terrain Crane (ownership)	Billable	6/1/2018	12/31/2018		7.00	mo	19,654.30	\$137,580.10	\$0	\$0	\$0	\$0	\$137,580.10	
	04	Use Tax 8.9% on Ownership	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	05	65 Ton Rough Terrain Crane (operating)	Billable	6/1/2018	12/31/2018		1,587.68	hr	57.40	\$91,133.12	\$0	\$0	\$0	\$0	\$91,133.12	
	06	Demo 65 Ton Rough Terrain Crane	Billable	6/1/2018	12/31/2018		0.00	EA	4,500.00	\$0.00	\$0	\$0	\$0	\$0	\$0	
	07	Crane Op Subsistence 65 Ton	Billable	6/1/2018	12/31/2018		7.00	mo	800.00	\$5,600.00	\$0	\$0	\$0	\$0	\$5,600.00	
	08	100 Ton Crawler Crane (ownership)	Billable	6/1/2018	12/31/2018		5.00	mo	21,745.00	\$108,725.00	\$0	\$0	\$0	\$0	\$108,725.00	
	09	Use Tax 8.9% on Ownership	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	10	100 Ton Crawler Crane (operating)	Billable	6/1/2018	12/31/2018		880.00	hr	65.00	\$57,200.00	\$0	\$0	\$0	\$0	\$57,200.00	
	11	Mobie 100 Ton Crawler Crane	Billable	6/1/2018	12/31/2018		1.00	EA	20,000.00	\$20,000.00	\$0	\$0	\$0	\$0	\$20,000.00	
	12	Crane Op Subsistence 100 Ton	Billable	6/1/2018	12/31/2018		5.00	mo	800.00	\$4,000.00	\$0	\$0	\$0	\$0	\$4,000.00	
	13	Tower Crane (ownership)	Billable	6/1/2018	12/31/2018		7.00	mo	17,510.00	\$122,570.00	\$0	\$0	\$0	\$0	\$122,570.00	
	14	Use Tax 8.9% on Ownership	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	15	Tower Crane (operating)	Billable	6/1/2018	12/31/2018		1,587.68	hr	47.80	\$75,891.04	\$0	\$0	\$0	\$0	\$75,891.04	
	16	Mobie Tower Crane	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	17	Demo Tower Crane	Billable	6/1/2018	12/31/2018						\$0	\$0	\$0	\$0	\$0	
	18	Forklift Op Subsistence	Billable	6/1/2018	12/31/2018		7.00	mo	800.00	\$5,600.00	\$0	\$0	\$0	\$0	\$5,600.00	



**City of Spokane**  
**GMP 6 - SGC & NSS Phase 1 and Phase 2**  
**General Conditions General Expenses**  
 Rev No.: 0  
 Date:

Phase	Item	Description	Blk/Prj	Start Date 6/1/2018	End Date 12/31/2018	Utilization	Quantity	Unit	Unit Price	NSS Amount	SGC Unit Price	SGC Amount	Amount	TOTAL Amount	Comments
	Warehouse Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$20.00	\$140.00		\$0	\$0	\$140.00	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	Warehouse Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1,232.00	hr	8.25	\$10,164		\$0	\$0	\$10,164	
	9000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$7,100.00	\$49,700		\$0	\$0	\$49,700	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	9000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1,232.00	hr	21.85	\$26,619		\$0	\$0	\$26,619	
	9000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018	100.00%	7.00	mo	\$4,100.00	\$28,700		\$0	\$0	\$28,700	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	9000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		305.75	hr	21.85	\$6,681		\$0	\$0	\$6,681	
	9000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018	25%	1.00	EA	\$1,800.00	\$1,800		\$0	\$0	\$1,800	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1,232.00	hr	39.10	\$48,171		\$0	\$0	\$48,171	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	100.00%	1,232.00	hr					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$5,925.00	\$41,475		\$0	\$0	\$41,475	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		616.00	hr	33.50	\$20,636		\$0	\$0	\$20,636	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	50%	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		468.16	hr	48.15	\$22,542		\$0	\$0	\$22,542	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	36%	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		616.00	hr	28.20	\$17,357		\$0	\$0	\$17,357	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	50%	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		308.00	hr	17.30	\$5,328		\$0	\$0	\$5,328	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	25%	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$1,575.00	\$11,025		\$0	\$0	\$11,025	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1,232.00	hr	5.05	\$6,265		\$0	\$0	\$6,265	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		12.00	EA	\$1,500.00	\$18,000		\$0	\$0	\$18,000	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	8.00	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		4.00	EA	\$6,750.00	\$27,000		\$0	\$0	\$27,000	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$895.00	\$6,265		\$0	\$0	\$6,265	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1,232.00	hr	11.50	\$14,168		\$0	\$0	\$14,168	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$200.00	\$1,400		\$0	\$0	\$1,400	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$656.00	\$4,592		\$0	\$0	\$4,592	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$2,201.00	\$15,407		\$0	\$0	\$15,407	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$200.00	\$1,400		\$0	\$0	\$1,400	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$450.00	\$3,150		\$0	\$0	\$3,150	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018	3.00	7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$753.00	\$5,271		\$0	\$0	\$5,271	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		30.43	WK	\$200.85	\$6,113		\$0	\$0	\$6,113	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		7.00	mo	\$533.33	\$3,733		\$0	\$0	\$3,733	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		2.00	EA	\$500.00	\$1,000		\$0	\$0	\$1,000	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA	\$2,500.00	\$2,500		\$0	\$0	\$2,500	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA	\$67,048.50	\$67,048		\$0	\$0	\$67,048	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (ownership)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	15000# Rough Terrain Forklift (operating)		Blk/Prj	6/1/2018	12/31/2018		1.00	EA					\$0	\$0	
	Use Tax 8.5% on Ownership		Blk/Prj	6											

**City of Spokane**  
**GMP 6 - SGC & NSS Phase 1 and Phase 2**  
**General Conditions General Expenses**

Rev No.: 0  
 Date:

Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UOM	NSS	SGC	Unit Price	Amount	SGC	Unit Price	Amount	TOTAL	Comments
740.178 Fuels & Maintenance (Field Cost)	00	FUELS & MAINTENANCE (FIELD COST)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	Fuels - Gas	Billable	6/1/2018	12/31/2018			mo			\$0	\$0			\$0	\$0	
	02	Fuels - Diesel	Billable	6/1/2018	12/31/2018			mo			\$0	\$0			\$0	\$0	
	03	Maintenance of Equipment	Billable	6/1/2018	12/31/2018			mo			\$0	\$0			\$0	\$0	
	50	PRODUCTS, MATERIALS, EQUIPMENT AND SUBSTITUTIONS (FIELD COST)	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
740.178.5 Prod/Mat/Equip/Subst's (Field Cost)	51	Equipment Unloading	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
	52	Equipment Storage	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
	53	Off Load Misc Deliveries	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
	54	Demobilization (Closeout)	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
	50	DEMOLITION (CLOSEOUT)	Billable	6/1/2018	12/31/2018			ls			\$0	\$0			\$0	\$0	
750.159 Temporary Utilities (Closeout)	00	TEMPORARY UTILITIES (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	Telephone Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	02	Cell Phone Disconnect	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	03	Cable Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	04	Electric Power Supply Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.153 Site Condition Surveys (Closeout)	05	Gas Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	06	Drinking Water Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	07	Construction Water Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	08	Sanitary Line Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	09	Fire Protection Disconnect & Remove	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.159 Field Office Equipment (Closeout)	10	Phone System Tear Down	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	11	LAN System Tear Down	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	12	Access Roads Removal	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	20	SITE CONDITION SURVEYS (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	21	Final Survey	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.159 Field Office Equipment (Closeout)	22	As Built Photos	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	23	As Built Aerial Photographs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	24	As Built Aerial Photographs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	00	FIELD OFFICE EQUIPMENT (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	MWH Constructors Office Trailer (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.170 Project Closeout (Closeout)	02	Owners Office Trailer (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	03	Oversight Office Trailer (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	04	Change Room/Lunch Room Trailer (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	05	Supply Trailer/Container (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	06	Tool Shed (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.170 Project Closeout (Closeout)	07	Decon Trailer (Tear Down)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	00	PROJECT CLOSEOUT (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	Record Drawings	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	02	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	03	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
750.180 Maintenance (Closeout)	04	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	05	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	00	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	02	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	03	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	04	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	05	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	00	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	01	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	02	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	03	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	04	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	05	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	00	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	01	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	02	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	03	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	04	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	05	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	06	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	07	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	08	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	09	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	10	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	11	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	12	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	13	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	14	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	15	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	16	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	17	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	18	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	19	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	20	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	21	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	22	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	23	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	24	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	25	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	26	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	27	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	28	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	29	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	30	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	31	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	32	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	33	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	34	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	35	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	36	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	37	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	38	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	39	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	40	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	41	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	42	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	43	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	44	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	45	Final Cleaning	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
SubSection 76 - Non-Billable Costs - Temp Living, Project Differential, R	46	Audit Costs	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	47	O&M Manual Database	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	48	MAINTENANCE (CLOSEOUT)	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	49	Operations & Maintenance Manual	Billable	6/1/2018	12/31/2018						\$0	\$0			\$0	\$0	
	50	Punchlists	Billable	6/1/2018	12/31/2018						\$0	\$0			\$		

City of Spokane  
GMP 6 - SGC & NSS Phase 1 and Phase 2  
General Conditions General Expenses  
Rev No.: 0  
Date:

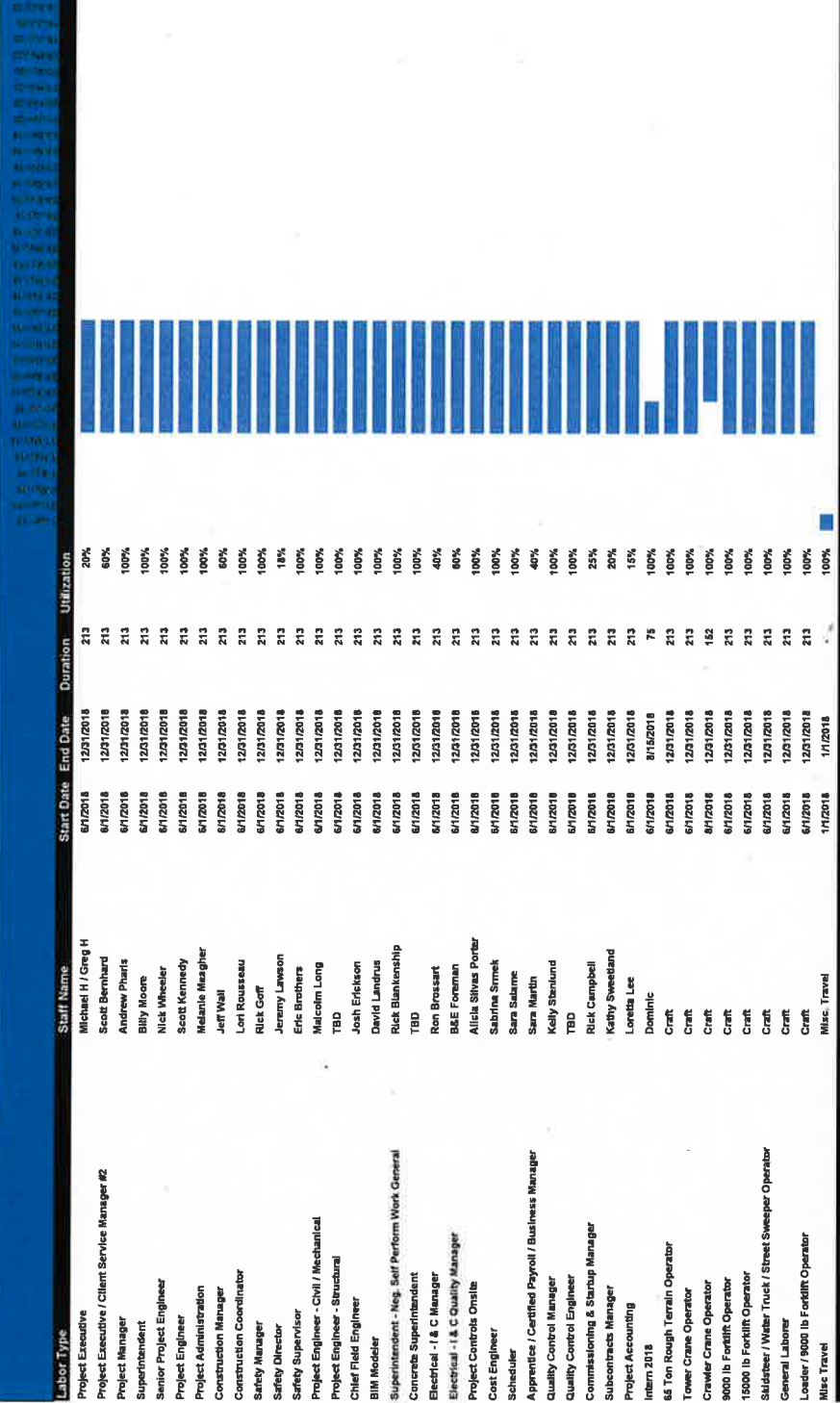
Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	Unit Price	SGC Amount	TOTAL Amount	Comments
	93	En route Expenses (Non-Billable)	Billable?	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	94	Other One Time Expenses (Non-Billable)	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	95	Living Allowance(Non-Billable)	Billable	6/1/2018	12/31/2018			mo	\$0	\$0		\$0		\$0	\$0	
	96	Auto Rental(Non-Billable)	Billable	6/1/2018	12/31/2018			mo	\$0	\$0		\$0		\$0	\$0	
	97	Motel & Hotel(Non-Billable)	Billable	6/1/2018	12/31/2018			trip	\$0	\$0		\$0		\$0	\$0	
	98	Airline(Non-Billable)	Billable	6/1/2018	12/31/2018			mo	\$0	\$0		\$0		\$0	\$0	
	99	Travel Expenses(Non-Billable)	Billable	6/1/2018	12/31/2018			mo	\$0	\$0		\$0		\$0	\$0	
	<b>760.999 Misc Charges (Non-Billable)</b>															
	90	MISC CHARGES (NON-BILLABLE)	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	91	Monthly Liability Insurance Charge (Non-Billable)	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	92	Temp Living	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	93	Project Differential	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	94	Recruiting	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	<b>SubSection 77 - Special Taxing Requirements - Misc. Costs / Special Tax</b>															
	<b>770.001 Taxes (Misc Cost)</b>															
	00	TAXES (MISC COST)	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	01	Gross Receipts Tax	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	02	Owner Tax	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
	03	Wage Tax	Billable	6/1/2018	12/31/2018			ls	\$0	\$0		\$0		\$0	\$0	
										\$1,718,381		\$108,365		\$246,554	\$2,073,300	
										\$0		\$0		\$0	\$0	
										\$1,718,381		\$108,365		\$246,554	\$2,073,300	
<b>BILLABLE EXPENSE SUBTOTALS</b>																
<b>NON-BILLABLE EXPENSE SUBTOTALS</b>																
<b>TOTAL EXPENSE COSTS BEFORE SALES TAX</b>																



City of Spokane  
GMP 6 - SGC & NSS Phase 1 and Phase 2  
Manhour Bar Chart

Rev No.: 0  
Project Date Range:  
Start Date: 1/1/2018  
End Date: 6/30/2020

Months



Overtime Percent for NSS Craft

	June	July	August	September	October	November	December	Total
Overtime Projected - 6 - 10 hr days (20 hrs OT per week)	86.6	86.6	86.6					259.8
Overtime Projected - 5 - 10 hr days (10 hrs OT per week)				43.3	43.3			86.6
Overtime Projected - 5 - 8 hr days (8 hrs OT per week)						0.0	0.0	0.0

Total OT Hours (June - December) 346.40  
Avg OT Hours per week for the 30 week period 11.55  
% OT Avg for the Period 28.87%

## Risk Allocation

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner GMP Allowances	Allowance \$	Item type
1	Craft Labor Shortage	Labor shortage due to Force Majeure Events.			
2	Craft Labor Quality - loss of productivity and other issues that come with training employees.	Labor shortage due to Force Majeure Events. CH2M design changes (DCN's) and CH2M document control. Examples include but are not limited to future DCN's and changes in conformed documents not identified in DCN's.			
3		Design changes in future GMP documents (GMP 7 Balance of Plant) that change the GMP 6 scope, documents, specs, or details.	Allowance for future design changes. (DCN's, etc.)	Discuss with COS	1
4					
5	Faulty work by Phase 1 contractors. Examples include but are not limited to incorrectly located yard pipe for contractor tie-ins.				
6	Force Majeure Events causing aggregate damage <\$50,000 covering the deductible.	Force Majeure Events causing aggregate damage > \$50,000 covers the deductible			
7		Unanticipated, abnormal weather.			
8	Repair and/or replacement of damaged or defective work due to GC/CM.	Repair and/or replacement of damaged or defective work caused by Owner or other contractors not controlled by GC/CM.			
9	GC/CM Schedule Delays.	COS delays and design change impacts.			
10		SCADA impacts on schedule and cost.	SCADA design changes, additions, modifications, etc.	\$ 100,000	1
	Commissioning and start-up performance issues related to equipment not meeting required design specification.	Commissioning, start-up, and operation performance issues related to design.			
11					
12	Normal material escalation.	Escalation due to Force Majeure Events.			
13	Normal labor escalation.	Escalation due to Force Majeure Events.			
14	Normal P-package escalation.	Escalation due to Force Majeure Events.			
15	Normal S-package escalation.	Escalation due to Force Majeure Events.			
16		Tariffs on steel and escalation on steel due to tariffs.	Recommended allowance to cover all escalation on material for GMP 6 including but not limited to rebar, structural steel, metal decking, steel and stainless steel pipe and embeds, electrical gear, switchgear, etc.	\$ 155,535	1
17	Subcontractor or supplier defaults.	Subcontractor or supplier defaults due to Force Majeure Events.			
18		Native soils not acceptable for embankment and backfill operations requiring import materials.			
19		Building/Existing Facility Settlement, which occurs due to condition beyond reasonable preventative measures and/or appropriate Best Management Practices.			

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner GMP Allowances	Allowance \$	Item type
20		Material shortages due to strikes, embargos, tariffs, trade wars, hurricanes, flooding, or other Force Majeure events.			
21		Differing site condition from design documents including but not limited to underground and above ground conditions, existing facilities, etc.			
22		Utility conflicts.			
23		Impacts associated with encountering unknown / unidentified underground utilities not shown.			
24		Changed site conditions inside buildings.			
25		Required repair of existing facilities not identified in the contract documents. Examples include but are not limited to leaking valves, gates or inoperable valves and gates.			
26		Existing conditions are not code compliant or are in disrepair and need rectification. Examples include but are not limited to Electrical installations, seismic code, plumbing, structural, ADA, etc.			
27		Project delays beyond reasonable control of GC/CM.			
28		Any work associated with preserving, modifying, or addressing environmental conditions. Examples include but are not limited to wetlands conservation, shoreline repairs, tree plantings, etc.			
29		Repercussions from direct dewatering discharge into the Spokane river.			
30		Hazardous Environmental Conditions.			
31		Repaving and repair of ALW Parkway.			
32		Salvage and storage beyond what is identified in the specifications.			
33		Cost of independent auditors as may be requested by COS.			
34		Corrosion protection.			
35		Asbestos or lead pipe.			
36		Contaminated soils.			
37		Impacts due to tribal monitoring of excavations.			
38		Differing site conditions due to archeological conditions.			
39		Additional warranty period and warranty work beyond substantial completion.			
40		Overtime for COS and CH2M.			
41		Additional Builder's Risk / Insurance Coverage.			
42		Soils different from geotechnical report.			

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner GMP Allowances	Allowance \$	Item type
43		Impacts from ground water above elevation 1679.	Allowance not suggested as this is above the ordinary high water.		
44		Concrete finishes beyond specified.			
45		See List of Clarifications and Exclusions			
46			S-61 - Steel Erector Package allowance is carried in the summary sheet. So subcontractors and builder's risk is calculated correctly.	\$ -	3

Total Allowances \$ 255,535

Allowance Item type	Description	Allowance Budget
1	Unknown / Changed Conditions	\$ 255,535
2		\$ -
3		\$ -
4		\$ -
5		\$ -

\$ 255,535

<b>Escalation %</b>	<b>\$</b>	<b>155,535</b>	
Purchase Rebar	\$	329,000	
Purchase Form Saver	\$	8,500	
Purchase Form Saver SCI	\$	21,369	
Purchase Structural Steel (structural steel and steel plate work)	\$	275,000	
Purchase Metal Deck		N/A	
Purchase Wall & Floor Pipe Sleeves SCI	\$	206,663	
Purchase Anchor Bolts (SCI & Steel Erector)	\$	50,000	
<b>Subtotal Steel</b>	<b>\$</b>	<b>890,532</b>	
<b>Percent Escalation on Steel</b>		<b>15%</b>	<b>133,580</b>
Purchase Electrical Gear	\$	1,255,640	
Purchase Scada Equipment	\$	3,135,344	
<b>Subtotal Electrical</b>	<b>\$</b>	<b>4,390,984</b>	
<b>Percent Escalation on Electrical</b>		<b>0.5%</b>	<b>21,955</b>

## Clarifications and Assumptions

1	<p>Scope of work includes work identified on the drawings, specifications, and details identified on the "GMP #6 Specification Log", "GMP #6 Drawing Log", "GMP #6 Detail Log", "GMP #6 Specification Log - SCADA", "GMP #6 Drawing Log - SCADA", "GMP #6 Detail Log- SCADA" Index Pages except where specifically noted otherwise.</p> <p>This GMP includes only the Work defined in this GMP. Additional work required by the design documents shall be included in other GMPs.</p>
2	The NSS and SGS's are duration based and run no later than December 31, 2018. Additional NSS and SGC's cost beyond December 31, 2018 will be priced in future GMP's.
3	GMP 6 SGC and NSS support both Phase 1 and Phase 2.
4	Labor rates for staff and craft are included at the 2.14 multiplier on raw rates as agreed in the memorandum for record dated May 8, 2017.
5	Equipment rates are included at 100% Rental Rate Blue Book by Data Quest, San Jose, California
6	State of Washington Sales Tax is excluded and the responsibility of City of Spokane.
7	This GMP excludes the cost of electricity and water (potable and non-potable) which are to be provided by the Owner at no cost to GC/CM.
8	This GMP excludes all chemicals for startup, testing, and operation.
9	This GMP excludes all utility hook-up, meters and fees.
10	This GMP excludes building permit fees.
11	This GMP excludes third party/special inspections per International Building Code (IBC) and an on site testing laboratory and associated testing services.
12	This GMP excludes off-site parking and/or off-site transportation fees for craft workers.
13	This GMP excludes supply of the main GC/CM construction trailers which are to be provided by the Owner at no cost to GC/CM.
14	GC/CM assumed all utilities are shown and are a reasonable representation of existing conditions.
15	It is assumed all existing valves and gates operate and do not leak beyond allowable leakage.
16	No rerouting of utilities have been included unless shown on the contract documents.
17	No crack injection has been included for existing facilities. An allowance has been included for new facilities.
18	No cost has been included for hazardous environmental conditions.
19	No geotechnical investigation has been included.
20	No monies have been included for Washington non-residential energy code review.
21	No costs have been included for audits of any kind.
22	Regarding the scope of work depicted on NLT - Phase 2 Early Out Package 4, GC/CM excludes supply and install of all Instrumentation (except the supply of the 84" Flow Meter). Installation of the 84" flow meter will be in a future GMP.
23	Regarding the scope of work depicted on NLT - Phase 2 Early Out Package 4, GC/CM excludes supply and install of all electrical wiring.
24	Regarding the scope of work depicted on NLT - Phase 2 Early Out Package 4, GC/CM excludes installation of all early out electrical gear. Installation of the early out electrical gear will be in a future GMP.
25	No monies have been included for the Tower Crane foundation removal.
26	No monies have been included for the removal of the shoring pile, tiebacks, and CLSM associated with the temporary shoring system.
27	No monies have been included for screening excavated material. If screening material is required for backfill it will be in a subsequent GMP with the backfill of the structure.
28	All excavated material is to remain onsite. To date the GC/CM has encountered a lot of boulders and a boulder stockpile may remain at the end of the project.

29	Spec 03 21 00 Reinforcing Steel 3.02 A. "Bundle or space bars, instead of field bending where construction access through reinforcing is necessary." The GC/CM understands we can change the spacing in select locations to allow access into the structure as long as the same number of bars are in the wall.
30	The GC/CM has assumed the project is a balanced site regarding earthwork quantities.
31	Excluded all field coatings and final coatings with the exception of System 05 on structural steel. All field coatings will be in the final GMP for balance of plant. Specification 09 90 00 Painting and Coatings references architectural drawings to determine what coating system is required. No architectural drawings exist in the GMP 6 EOP 4 documents.
32	GC/CM's scope of work for Specification 01 78 24.02 Electronic O&M Data and Document Collection for packages 2 & 3 only pertains to new equipment.
33	GC/CM's scope of work excludes Specification 07 92 00.02 Joint Sealants for Package 2 & 3.
34	GC/CM's scope of work for SCADA Phase 2 includes demolition of electrical gear. The removed electrical gear becomes the property of the GC/CM along with any salvage value.
35	GC/CM scope of work and pricing excludes all dewatering.
36	Potential Cost impacts due to the recent change in Steel and Aluminum Tariff laws is carried as an allowance cost. The GMP price will be adjusted based on actual impacts.



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

05/07/2018

Date Rec'd

3/28/2018

Clerk's File #

OPR 2018-0255

Renews #Submitting DeptINNOVATION & TECHNOLOGY  
SERVICESCross Ref #Contact Name/Phone

MICHAEL SLOON 625-6468

Project #Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR19306

Agenda Item Name

5300 SHI MICROSOFT SELECT +

Agenda Wording

This contract is for two years of the Microsoft Select Agreement utilizing the WA State DES/Microsoft Contract. June 1, 2018 - May 31, 2020. 2018 est cost \$133,929.11 inc tax; 2019 est cost \$133,929.11 inc tax.

Summary (Background)

The Microsoft Select Agreement is for State and Local Governments to use for Right to Use Licensing and Software Assurance costs for Applications (i.e. MS Project, FrontPage, MSDN) and Desktop Systems (i.e. MS SQL Database, Exchange CAL's) and Servers (i.e., Windows Operating Systems, Outlook). It is imperative to the City that the functionality of the Microsoft products and the software is stable and consistent.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 45,553.43 inc tax

# 5300-73450-18850-54820

Expense \$ 66,539.00 inc tax

# 5300-73900-18850-54820

Expense \$ 21,836.68 inc tax

# 5300-73600-18850-54820

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

Fin Com 4/16/18

Division Director

FINCH, ERIC

OtherFinance

BUSTOS, KIM

Distribution ListLegal

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokancity.org

Taxes &amp; Licenses

Cassie.Skelton@SHI.com; Ben.Callahan@SHI.com



**City of Spokane**

**CONTRACT**

Title: **MICROSOFT RIGHT TO USE LICENSING  
AND SOFTWARE ASSURANCE AGREEMENT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **SHI INTERNATIONAL, CORP.**, whose address is 290 Davidson Avenue, Somerset, New Jersey 08873, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide **Microsoft Right to Use Licensing and Software Assurance Agreement**, in accordance with the Company's quote.
2. **CONTRACT TERM.** The Contract shall begin June 1, 2018 and run through May 31, 2020, unless terminated sooner.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **ONE HUNDRED THIRTY THREE THOUSAND NINE HUNDRED TWENTY NINE AND 11/100 DOLLARS (\$133,929.11)**, including tax for 2018; and **ONE HUNDRED THIRTY THREE THOUSAND NINE HUNDRED TWENTY NINE AND 11/100 DOLLARS (\$133,929.11)**, including tax for 2019; for a total of **TWO HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED FIFTY EIGHT AND 22/100 DOLLARS (\$267,858.22)**, for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Information Technology, Administration Office, Seventh 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 the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
7. **AMENDMENTS.** This Contract may be amended at any time by mutual written agreement.

8. 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.

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

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the 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 endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. **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.

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

14. **STANDARD OF PERFORMANCE.** The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

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

17. **AUDIT / RECORDS.** The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The 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. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

18. **CONFIDENTIALITY/PUBLIC RECORDS.** Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

SHI INTERNATIONAL, CORP.

CITY OF SPOKANE

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:

Exhibit A – SHI Pricing Proposals (2018 and 2019)  
Exhibit B – Certificate Regarding Debarment

18-076

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

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

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

  1. The lower tier contractor 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



Pricing Proposal  
Quotation #: 14983809  
Created On: Mar-08-2018  
Valid Until: Apr-30-2018

---

## City of Spokane WA

---

### Mike Sloon

Phone: (509) 850-1122  
Fax:  
Email: msloon@spokanecity.org

---

## Inside Account Manager

---

### Jon Franklin

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 800-477-6479  
Fax: 800-477-6479  
Email: Jon\_Franklin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Exchange Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: 394-00559 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	281	\$14.41	\$4,049.21
2 Microsoft Project - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 076-01920 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	5	\$107.36	\$536.80
3 Microsoft SQL Server Standard Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 228-04529 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	1	\$147.42	\$147.42
4 Microsoft Visio Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D87-01158 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	3	\$91.85	\$275.55
5 Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	3	\$47.51	\$142.53

6	Microsoft Visual Studio Enterprise with MSDN - Software assurance - 1 user - Enterprise - Win - All Languages Microsoft - Part#: MX3-00117 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	1	\$1,077.74	\$1,077.74
7	Microsoft Visual Studio Professional with MSDN - Software assurance - 1 user - Select - Win - All Languages Microsoft - Part#: 77D-00111 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	1	\$308.64	\$308.64
8	Microsoft Windows Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-00086 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	330	\$6.23	\$2,055.90
9	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EM-00263 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2018 – May-31-2019	24	\$18.08	\$433.92

Subtotal	\$9,027.71
Shipping	\$0.00
*Tax	\$0.00
Total	\$9,027.71

\*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.





Pricing Proposal  
Quotation #: 15116486  
Created On: 4/3/2018  
Valid Until: 4/30/2018

## CITY OF SPOKANE

### Shelley McCarrey

808 W. SPOKANE FALLS BLVD  
ATTN: AP  
SPOKANE, WA 99201  
United States  
Phone: 509-625-6474  
Fax:  
Email: smccarrey@spokanecity.org

## Inside Account Manager

### Nicole Podraza

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-6427  
Fax:  
Email: Nicole\_Podraza@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PrjctPro SNGL SASU MVL PrjctStd w1PrjctSvrCAL Microsoft - Part#: H30-00912 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	8	\$154.24	\$1,233.92
2 Microsoft Excel - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 065-03516 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	1	\$35.02	\$35.02
3 Microsoft Project - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 076-01920 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	49	\$107.63	\$5,273.87
4 Microsoft SQL Server Standard Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 228-04529 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	5	\$147.80	\$739.00
5 Microsoft Office Professional Plus - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05708	2	\$97.10	\$194.20

Contract Name: NASPO ValuePoint - Software VAR  
Contract #: ADSP016-130651  
Subcontract #: 06016  
Coverage Term: 6/1/2018 – 5/31/2019  
**Note:** Enrollment B622BB8C

---

6	Microsoft Exchange Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: 394-00559 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	215	\$14.45	\$3,106.75
7	VSProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	10	\$309.43	\$3,094.30
8	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00355 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	17	\$2,265.55	\$38,514.35
9	Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00301 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	15	\$590.82	\$8,862.30
10	Microsoft SQL Server Enterprise Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 810-04862 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	2	\$1,415.76	\$2,831.52
11	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EA-00268 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	8	\$126.86	\$1,014.88
12	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EM-00263 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651	896	\$18.12	\$16,235.52

---

Subcontract #: 06016  
Coverage Term: 6/1/2018 – 5/31/2019  
**Note:** Enrollment B622BB8C

---

13	Microsoft System Center Standard Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EN-00191 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	440	\$18.12	\$7,972.80
14	Microsoft System Center Datacenter Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EP-00198 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	40	\$49.47	\$1,978.80
15	Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	11	\$47.63	\$523.93
16	Microsoft Visio Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D87-01158 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	41	\$92.08	\$3,775.28
17	Microsoft Project Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: H30-00256 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	2	\$179.39	\$358.78
18	Microsoft Visual Studio Enterprise with MSDN - Software assurance - 1 user - Enterprise - Win - All Languages Microsoft - Part#: MX3-00117 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: 6/1/2018 – 5/31/2019 <b>Note:</b> Enrollment B622BB8C	16	\$1,080.49	\$17,287.84
19	Microsoft Windows Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-00086 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651	166	\$6.24	\$1,035.84

---

Subcontract #: 06016  
Coverage Term: 6/1/2018 – 5/31/2019  
**Note:** Enrollment B622BB8C

---

Total	\$114,068.90
-------	--------------

#### **Additional Comments**

---

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
Quotation #: 15134199  
Created On: 4/5/2018  
Valid Until: 4/30/2018

## CITY OF SPOKANE

### Shelley McCarrey

808 W. SPOKANE FALLS BLVD  
ATTN: AP  
SPOKANE, WA 99201  
United States  
Phone: 509-625-6474  
Fax:  
Email: smccarrey@spokanecity.org

## Inside Account Manager

### Nicole Podraza

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-6427  
Fax:  
Email: Nicole\_Podraza@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 PrjctPro SNGL SASU MVL PrjctStd w1PrjctSvrCAL Microsoft - Part#: H30-00912 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	8	\$154.24	\$1,233.92
2 Microsoft Excel - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 065-03516 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	1	\$35.02	\$35.02
3 Microsoft Project - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 076-01920 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	49	\$107.63	\$5,273.87
4 Microsoft SQL Server Standard Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 228-04529 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	5	\$147.80	\$739.00
5 Microsoft Office Professional Plus - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 269-05708 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	2	\$97.10	\$194.20

6	Microsoft Exchange Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: 394-00559 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	215	\$14.45	\$3,106.75
7	VSPProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	10	\$309.43	\$3,094.30
8	SQLSvrEntCore SNGL SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00355 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	17	\$2,265.55	\$38,514.35
9	Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00301 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	15	\$590.82	\$8,862.30
10	Microsoft SQL Server Enterprise Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 810-04862 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	2	\$1,415.76	\$2,831.52
11	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EA-00268 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	8	\$126.86	\$1,014.88
12	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EM-00263 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	896	\$18.12	\$16,235.52
13	Microsoft System Center Standard Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EN-00191 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	440	\$18.12	\$7,972.80

14	Microsoft System Center Datacenter Edition - Software assurance - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 9EP-00198 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	40	\$49.47	\$1,978.80
15	Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	11	\$47.63	\$523.93
16	Microsoft Visio Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D87-01158 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	41	\$92.08	\$3,775.28
17	Microsoft Project Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: H30-00256 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	2	\$179.39	\$358.78
18	Microsoft Visual Studio Enterprise with MSDN - Software assurance - 1 user - Enterprise - Win - All Languages Microsoft - Part#: MX3-00117 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	16	\$1,080.49	\$17,287.84
19	Microsoft Windows Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-00086 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Coverage Term: 6/1/2019 – 5/31/2020 <b>Note:</b> Enrollment B622BB8C	166	\$6.24	\$1,035.84
			Total	\$114,068.90

#### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*





Pricing Proposal  
Quotation #: 15212708  
Created On: Apr-20-2018  
Valid Until: Apr-30-2018

---

## City of Spokane WA

---

### Mike Sloon

Phone: (509) 850-1122  
Fax:  
Email: msloon@spokanecity.org

---

## Inside Account Manager

---

### Jon Franklin

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 800-477-6479  
Fax: 800-477-6479  
Email: Jon\_Franklin@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Exchange Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: 394-00559 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	281	\$14.41	\$4,049.21
2 Microsoft Project - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: 076-01920 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	5	\$107.36	\$536.80
3 Microsoft SQL Server Standard Edition - Software assurance - 1 server - Select, Select Plus - Win - Single Language Microsoft - Part#: 228-04529 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	1	\$147.42	\$147.42
4 Microsoft Visio Professional - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D87-01158 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	3	\$91.85	\$275.55
5 Microsoft Visio Standard - Software assurance - 1 PC - Select, Select Plus - Win - Single Language Microsoft - Part#: D86-01252 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSP016-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	3	\$47.51	\$142.53

6	Microsoft Visual Studio Enterprise with MSDN - Software assurance - 1 user - Enterprise - Win - All Languages Microsoft - Part#: MX3-00117 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	1	\$1,077.74	\$1,077.74
7	Microsoft Visual Studio Professional with MSDN - Software assurance - 1 user - Select - Win - All Languages Microsoft - Part#: 77D-00111 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	1	\$308.64	\$308.64
8	Microsoft Windows Server - Software assurance - 1 user CAL - Select, Select Plus - Single Language Microsoft - Part#: R18-00086 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	330	\$6.23	\$2,055.90
9	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EM-00263 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: Jun-01-2019 – May-31-2020	24	\$18.08	\$433.92
			Total	\$9,027.71

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

# Briefing Paper

## Finance & Administration Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Microsoft Select Plus Agreement with SHI International, Corp.
<b>Date:</b>	April 16, 2018
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Microsoft Select + Agreement with SHI International, Corp. for two years.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	May 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continued Right to Use Licensing and Software Assurance costs for applications.
<b>Background/History:</b> <i>This contract is for two years of the Microsoft Select Agreement utilizing the WA State DES/Microsoft Contract. The Microsoft Select Agreement is for State and Local Governments to use for Right to Use Licensing and Software Assurance costs for Applications (i.e. MS Project, FrontPage, MSDN) and Desktop Systems (i.e. MS SQL Database, Exchange CAL's) and Servers (i.e., Windows Operating Systems, Outlook). It is imperative to the City that the functionality of the Microsoft products and the software is stable and consistent.</i>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Requesting \$133,929.11 including tax for 2018 and \$133,929.11 including tax for 2019.</li> <li>2017 amount was \$119,826.27 plus tax.</li> <li>Utilizing budget account #'s: 5300-73450-18850-54820 - \$45,553.43; 5300-73900-18850-54820 - \$66,539.00; 5300-73600-18850-54820 - \$21,836.68.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input 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:	

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

05/07/2018

<u>Date Rec'd</u>	4/23/2018
<u>Clerk's File #</u>	OPR 2018-0276
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2015127
<u>Bid #</u>	
<u>Requisition #</u>	CR 19305

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 LOW BID AWARD - L & L CARGILE, INC.

**Agenda Wording**

Low Bid of L & L Cargile, Inc., (Spokane Valley, WA) for High Drive from 29th Avenue to 21st Avenue - \$2,411,999.65. An administrative reserve of \$241,199.97, which is 10% of the contract price, will be set aside.

**Summary (Background)**

On April 23, 2018 bids were opened for the above project. The low bid was from L & L Cargile, Inc. in the amount of \$2,411,999.65, which is \$523,751.35 or 17.8% under the Engineer's Estimate; two other bids was received as follows: T. LaRiviere Equipment & Excavation - \$2,511,560.75 and MDM Construction, Inc. - \$2,628,885.85. (Manito-Cannon Neighborhood Council)

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 1,798,388.24		# 4250 98817 94000 56501 14342
Expense \$ 854,811.38		# 4250 98817 94000 56501 14342
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	Discussed during const update
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PIES 1/22/18
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	ODLE, MARI	Engineering Admin	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	publicworks accounting@spokanecity.org	
<u>Additional Approvals</u>		mdoval@spokanecity.org	
<b><u>Purchasing</u></b>		kgoodman@spokanecity.org	

## Briefing Paper PIES Committee

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	High Dr. – 29 <sup>th</sup> to 21 <sup>st</sup> Ave.
<b>Date:</b>	1-22-18 Construction Update, 4-23-18 Updated for Bid Results
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year sewer plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<u>Background/History:</u> <ul style="list-style-type: none"> <li>The project purpose is to eliminate storm discharges from the CSO 20 outfall into Latah Creek by replacing an undersized CSO sewer main and by providing stormwater separation and treatment along High Drive.</li> </ul>	
<u>Executive Summary:</u> <p>This project was briefed at the 1-22-18 PIES committee during the construction update, updating here to reflect details and bid results.</p> <p>The Engineer's Estimate for the project was \$2,935,751, 3 bids were received on 4-23-18 and the low bid was from L&amp;L Cargile for \$2,411,999</p> <ul style="list-style-type: none"> <li>The project will install a new 27" and 30" CSO sewer main within High Drive from 29<sup>th</sup> Avenue to 21<sup>st</sup> Avenue. The project will construct stormwater treatment and infiltration facilities in green space located east of High Drive at 25<sup>th</sup> Ave. and at High Drive at 21<sup>st</sup> Ave.</li> <li>The project also includes full depth pavement replacement with a reduced pavement width from 48' wide (curb to curb) to 34' wide for the full project length.</li> <li>Designated turn-out parking areas will replace on street parking lanes and will be located at existing trailheads. Two 6' wide bike lanes will be provided as will an 8' wide paved pedestrian pathway along the bluff side of the street. Street construction will match the width and character of existing High Drive from 29<sup>th</sup> Avenue to the south.</li> <li>This project is funded by state SFAP stormwater grant, SRF Sewer and SRF storm loans, local street, and local utility funding.</li> </ul>	
<u>Budget Impact:</u> <p>Approved in current year budget?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No      <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u> <p>Consistent with current operations/policy?      <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No      <input type="checkbox"/> N/A</p>	

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

Specify changes required:

Known challenges/barriers:





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

**Project Number:** 2015127

**Project Description** High Drive from 29th to 21st

**Original Date** 3/23/2018 9:53:21 AM

**Funding Source** State

**Update Date** 4/23/2018 4:07:10 PM

**Preparer** Cindy Kinzer

**Addendum**

<b>Project Number: 2015127</b>			<b>Engineer's Estimate</b>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01** High Drive

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	700.00	*****	50.00	*****	2,800.00	*****	1,955.00
103	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
104	POTHOLING	7 EA	500.00	3,500.00	150.00	1,050.00	470.00	3,290.00	750.00	5,250.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	9,000.00	*****	22,500.00	*****	16,000.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	700.00	9,800.00	500.00	7,000.00	530.00	7,420.00	515.00	7,210.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	3,500.00	*****	3,700.00	*****	3,585.00
108	MOBILIZATION	1 LS	*****	220,000.00	*****	210,375.00	*****	170,000.00	*****	268,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00	*****	30,000.00	*****	56,000.00	*****	100,000.00
110	SPECIAL SIGNS	155 SF	20.00	3,100.00	12.60	1,953.00	23.00	3,565.00	12.00	1,860.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	4.70	1,880.00	6.00	2,400.00	4.25	1,700.00
112	TYPE III BARRICADE	14 EA	50.00	700.00	80.00	1,120.00	56.00	784.00	265.00	3,710.00
113	CLEARING AND GRUBBING	1 LS	*****	15,000.00	*****	10,700.00	*****	8,600.00	*****	18,500.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	7,000.00	*****	2,500.00	*****	1,700.00	*****	5,675.00



<i>Project Number:</i> <b>2015127</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> High Drive					Sales tax shall be included in unit prices					
115	AIR OR HYDRO EVACUATION	7 EA	1,200.00	8,400.00	200.00	1,400.00	700.00	4,900.00	679.00	4,753.00
116	REMOVE TREE, CLASS I	9 EA	500.00	4,500.00	235.00	2,115.00	330.00	2,970.00	315.00	2,835.00
117	REMOVE TREE, CLASS II	10 EA	1,500.00	15,000.00	735.00	7,350.00	950.00	9,500.00	913.00	9,130.00
118	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	1,320.00	1,320.00	3,700.00	3,700.00	3,535.00	3,535.00
119	TREE PRUNING	2 EA	500.00	1,000.00	315.00	630.00	270.00	540.00	261.00	522.00
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	7,000.00	*****	1,800.00	*****	5,600.00	*****	11,500.00
121	REMOVE EXISTING CURB	3397 LF	5.00	16,985.00	8.00	27,176.00	6.00	20,382.00	1.90	6,454.30
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1903 SY	10.00	19,030.00	7.00	13,321.00	9.50	18,078.50	5.30	10,085.90
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	400.00	4,000.00	526.00	5,260.00	1,000.00	10,000.00	309.00	3,090.00
124	REMOVE EXISTING <12 IN DIAMETER PIPE	150 LF	8.00	1,200.00	6.00	900.00	6.50	975.00	0.75	112.50
125	REMOVE 12 IN TO <30 IN DIAMETER PIPE	617 LF	15.00	9,255.00	10.00	6,170.00	21.00	12,957.00	8.30	5,121.10
126	SAWCUTTING CURB	47 EA	30.00	1,410.00	25.00	1,175.00	28.00	1,316.00	22.00	1,034.00
127	SAWCUTTING RIGID PAVEMENT	2145 LFI	1.10	2,359.50	1.00	2,145.00	1.50	3,217.50	1.00	2,145.00
128	SAWCUTTING FLEXIBLE PAVEMENT	2421 LFI	0.50	1,210.50	0.40	968.40	1.00	2,421.00	0.30	726.30
129	ROADWAY EXCAVATION INCL. HAUL	7210 CY	20.00	144,200.00	24.50	176,645.00	19.00	136,990.00	18.00	129,780.00
130	REMOVE UNSUITABLE FOUNDATION MATERIAL	350 CY	20.00	7,000.00	20.00	7,000.00	22.00	7,700.00	17.00	5,950.00
131	REPLACE UNSUITABLE FOUNDATION MATERIAL	350 CY	17.00	5,950.00	30.00	10,500.00	43.00	15,050.00	23.75	8,312.50
132	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY EXCAVATION	100 CY	80.00	8,000.00	80.00	8,000.00	81.00	8,100.00	32.50	3,250.00

<i>Project Number:</i> <b>2015127</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> High Drive					Sales tax shall be included in unit prices					
133	EXCAVATION, SHAPING, & GRADING, INCL. HAUL	1 LS	*****	30,000.00	*****	41,000.00	*****	20,000.00	*****	50,000.00
134	PREPARATION OF UNTREATED ROADWAY	14890 SY	3.00	44,670.00	2.00	29,780.00	1.50	22,335.00	2.90	43,181.00
135	CRUSHED SURFACING TOP COURSE	1201 CY	47.00	56,447.00	45.00	54,045.00	35.00	42,035.00	55.00	66,055.00
136	CRUSHED SURFACING BASE COURSE	3180 CY	47.00	149,460.00	45.00	143,100.00	35.00	111,300.00	33.00	104,940.00
137	CSTC FOR SIDEWALK AND DRIVEWAYS	34 CY	90.00	3,060.00	60.00	2,040.00	660.00	22,440.00	26.50	901.00
138	HMA CL. 1/2 IN. PG 64-28, 3 IN THICK	2200 SY	17.00	37,400.00	17.00	37,400.00	16.00	35,200.00	15.00	33,000.00
139	HMA CL. 1/2 IN. PG 70-28, 2 IN THICK	12690 SY	11.00	139,590.00	9.20	116,748.00	10.00	126,900.00	9.60	121,824.00
140	HMA CL. 1/2 IN. PG 70-28, 3.5 IN THICK	12690 SY	19.00	241,110.00	16.00	203,040.00	16.00	203,040.00	15.35	194,791.50
141	SOIL RESIDUAL HERBICIDE	915 SY	1.20	1,098.00	0.25	228.75	0.35	320.25	0.15	137.25
142	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
143	COMPACTION PRICE ADJUSTMENT	1 CAL	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00	8,400.00
144	CEMENT CONCRETE CURB WALL	110 LF	50.00	5,500.00	16.00	1,760.00	84.00	9,240.00	78.50	8,635.00
145	STORM SEWER PIPE 10 IN. DIAM. RCP CL III, INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	50.00	500.00	58.00	580.00	41.00	410.00	80.00	800.00
146	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	80 LF	90.00	7,200.00	48.00	3,840.00	48.00	3,840.00	80.00	6,400.00
147	DUCTILE IRON STORM SEWER PIPE 16 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	115 LF	130.00	14,950.00	110.00	12,650.00	87.00	10,005.00	85.00	9,775.00
148	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	210 LF	160.00	33,600.00	45.00	9,450.00	62.00	13,020.00	70.00	14,700.00

<i>Project Number:</i> <b>2015127</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> High Drive					Sales tax shall be included in unit prices					
149	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	42 LF	190.00	7,980.00	130.00	5,460.00	110.00	4,620.00	125.00	5,250.00
150	MANHOLE TYPE I-48 - SHALLOW, BASIC PRICE	6 EA	3,000.00	18,000.00	2,815.00	16,890.00	2,500.00	15,000.00	1,935.00	11,610.00
151	MANHOLE TYPE III-60, BASIC PRICE	9 EA	7,700.00	69,300.00	5,900.00	53,100.00	7,300.00	65,700.00	3,985.00	35,865.00
152	MANHOLE TYPE III-72, BASIC PRICE	1 EA	10,000.00	10,000.00	6,770.00	6,770.00	8,300.00	8,300.00	4,560.00	4,560.00
153	VACANT	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
154	DRYWELL TYPE 2	8 EA	5,500.00	44,000.00	4,850.00	38,800.00	4,400.00	35,200.00	4,310.00	34,480.00
155	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	800.00	800.00	370.00	370.00	820.00	820.00	600.00	600.00
156	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	500.00	500.00	370.00	370.00	820.00	820.00	600.00	600.00
157	CATCH BASIN TYPE 1	7 EA	2,300.00	16,100.00	2,625.00	18,375.00	2,200.00	15,400.00	3,125.00	21,875.00
158	CATCH BASIN TYPE 3	1 EA	2,500.00	2,500.00	2,740.00	2,740.00	2,400.00	2,400.00	3,150.00	3,150.00
159	CATCH BASIN TYPE 1 - SPECIAL	4 EA	2,300.00	9,200.00	2,640.00	10,560.00	2,600.00	10,400.00	2,450.00	9,800.00
160	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	900.00	1,800.00	950.00	1,900.00	640.00	1,280.00	820.00	1,640.00
161	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	2 EA	900.00	1,800.00	950.00	1,900.00	640.00	1,280.00	820.00	1,640.00
162	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	1 EA	2,000.00	2,000.00	1,520.00	1,520.00	1,600.00	1,600.00	1,710.00	1,710.00
163	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	18 EA	700.00	12,600.00	825.00	14,850.00	670.00	12,060.00	848.00	15,264.00
164	CONNECT 6 IN TO 12 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	7 EA	1,300.00	9,100.00	850.00	5,950.00	1,900.00	13,300.00	131.00	917.00

<b>Project Number: 2015127</b>			<b>Engineer's Estimate</b>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> High Drive					Sales tax shall be included in unit prices					
165	CONNECT>12 IN. TO 30 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	3 EA	1,500.00	4,500.00	2,028.00	6,084.00	2,500.00	7,500.00	329.00	987.00
166	CONNECT 6 IN TO 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	7 EA	500.00	3,500.00	355.00	2,485.00	720.00	5,040.00	350.00	2,450.00
167	CONNECT >12 IN. TO 30 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	1,000.00	3,000.00	1,125.00	3,375.00	1,200.00	3,600.00	3,670.00	11,010.00
168	RECONSTRUCT MANHOLE INVERT	3 EA	1,200.00	3,600.00	1,100.00	3,300.00	1,700.00	5,100.00	1,100.00	3,300.00
169	INFILTRATION TRENCH	360 LF	70.00	25,200.00	55.00	19,800.00	83.00	29,880.00	54.50	19,620.00
170	MANHOLE TEST	4 EA	550.00	2,200.00	500.00	2,000.00	500.00	2,000.00	1,000.00	4,000.00
171	BYPASS SEWER PUMPING - HIGH DRIVE	1 LS	*****	15,000.00	*****	15,000.00	*****	42,500.00	*****	34,310.00
172	BYPASS SEWER PUMPING - 21ST AVE	1 LS	*****	42,000.00	*****	22,000.00	*****	10,000.00	*****	30,820.00
173	CLEANING EXISTING DRAINAGE STRUCTURE	16 EA	400.00	6,400.00	185.00	2,960.00	560.00	8,960.00	203.00	3,248.00
174	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	80.00	4,000.00	80.00	4,000.00	81.00	4,050.00	75.00	3,750.00
175	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	21.00	3,150.00	20.00	3,000.00	22.00	3,300.00	20.50	3,075.00
176	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	150 CY	18.00	2,700.00	20.00	3,000.00	43.00	6,450.00	23.00	3,450.00
177	TRENCH SAFETY SYSTEM	1 LS	*****	12,000.00	*****	6,000.00	*****	3,400.00	*****	15,000.00
178	RECONNECT SIDE SEWER	3 EA	1,000.00	3,000.00	520.00	1,560.00	3,700.00	11,100.00	2,000.00	6,000.00
179	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	700.00	2,100.00	400.00	1,200.00	900.00	2,700.00	696.00	2,088.00
180	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	280 LF	60.00	16,800.00	45.00	12,600.00	55.00	15,400.00	53.00	14,840.00
181	CATCH BASIN SEWER PIPE 8 IN. DIAM.	20 LF	50.00	1,000.00	40.00	800.00	40.00	800.00	35.50	710.00

<b>Project Number: 2015127</b>			<b>Engineer's Estimate</b>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

### Schedule Description

### Tax Classification

#### Schedule 01

High Drive

Sales tax shall be included in unit prices

182	PLUGGING EXISTING PIPE	18 EA	350.00	6,300.00	100.00	1,800.00	1,100.00	19,800.00	277.00	4,986.00
183	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	22,000.00	*****	2,400.00	*****	5,600.00	*****	2,100.00
184	CLEANING EXISTING SANITARY SEWER	15 EA	800.00	12,000.00	270.00	4,050.00	1,100.00	16,500.00	254.00	3,810.00
185	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1322 LF	230.00	304,060.00	113.00	149,386.00	110.00	145,420.00	140.00	185,080.00
186	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	1247 LF	260.00	324,220.00	135.00	168,345.00	130.00	162,110.00	140.00	174,580.00
187	SIDE SEWER PIPE 6 IN. DIAM.	30 LF	60.00	1,800.00	30.00	900.00	40.00	1,200.00	40.00	1,200.00
188	SIDE SEWER PERMIT	3 EA	40.00	120.00	40.00	120.00	40.00	120.00	40.00	120.00
189	ESC LEAD	1 LS	*****	1,000.00	*****	50.00	*****	2,800.00	*****	11,340.00
190	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	2,000.00	*****	200.00	*****	1,100.00	*****	6,500.00
191	LANDSCAPING - HIGH DRIVE	1 LS	*****	68,000.00	*****	125,000.00	*****	128,000.00	*****	120,000.00
192	PLANT SELECTION SHRUBS, 2 GAL	493 EA	55.00	27,115.00	50.00	24,650.00	51.00	25,143.00	50.00	24,650.00
193	PLANT SELECTION SHRUBS, 5 GAL	216 EA	75.00	16,200.00	74.00	15,984.00	73.00	15,768.00	75.00	16,200.00
194	PLANT SELECTION SHRUBS, 4 INCH POTS	3065 EA	13.00	39,845.00	11.00	33,715.00	11.00	33,715.00	12.00	36,780.00
195	PSIPE 2 IN CAL. DECIDUOUS TREE	11 EA	600.00	6,600.00	400.00	4,400.00	25.00	275.00	750.00	8,250.00
196	WEED AND PEST CONTROL	1 FA	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
197	SOD INSTALLATION	2141 SY	8.00	17,128.00	13.00	27,833.00	13.00	27,833.00	7.50	16,057.50
198	TOPSOIL TYPE A, 2 INCH THICK	2141 SY	4.00	8,564.00	5.00	10,705.00	5.00	10,705.00	6.90	14,772.90
199	TOPSOIL TYPE A, 3 INCH THICK	1625 SY	5.00	8,125.00	7.00	11,375.00	7.00	11,375.00	9.10	14,787.50

<i>Project Number:</i> <b>2015127</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> High Drive					Sales tax shall be included in unit prices					
200	TREATMENT SOIL FOR INFILTRATION SWALES, 18 INCH THICK, INCL. SE	1385 SY	23.00	31,855.00	34.00	47,090.00	34.00	47,090.00	27.50	38,087.50
201	CONSTRUCT INFILTRATION SWALE	1385 SY	8.00	11,080.00	3.50	4,847.50	18.00	24,930.00	9.90	13,711.50
202	PIPE OUTFALL	2 EA	700.00	1,400.00	750.00	1,500.00	2,800.00	5,600.00	1,310.00	2,620.00
203	CHECK DAM AND SPILLWAY - CONCRETE	6 EA	1,200.00	7,200.00	800.00	4,800.00	560.00	3,360.00	3,180.00	19,080.00
204	IRRIGATION SYSTEM - 21ST AVE	1 LS	*****	95,000.00	*****	63,000.00	*****	64,000.00	*****	60,000.00
205	IRRIGATION SYSTEM - 25TH AVE	1 LS	*****	30,000.00	*****	61,000.00	*****	62,000.00	*****	60,000.00
206	IRRIGATION SYSTEM - TEMPORARY, 25TH AVE & 21ST AVE	1 LS	*****	8,000.00	*****	6,000.00	*****	5,600.00	*****	10,000.00
207	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,300.00	*****	4,200.00	*****	4,200.00	*****	4,000.00
208	CEMENT CONCRETE CURB	3930 LF	21.00	82,530.00	11.00	43,230.00	15.00	58,950.00	15.00	58,950.00
209	CEMENT CONCRETE MOW CURB	915 LF	8.00	7,320.00	7.40	6,771.00	18.00	16,470.00	15.00	13,725.00
210	CEMENT CONCRETE MOW CURB - REINFORCED	49 LF	14.00	686.00	11.00	539.00	23.00	1,127.00	15.00	735.00
211	CEMENT CONC. SIDEWALK	268 SY	48.00	12,864.00	40.00	10,720.00	62.00	16,616.00	95.00	25,460.00
212	RAMP DETECTABLE WARNING	88 SF	25.00	2,200.00	95.00	8,360.00	23.00	2,024.00	24.00	2,112.00
213	SIGNING, PERMANENT	1 LS	*****	8,000.00	*****	9,800.00	*****	10,500.00	*****	10,290.00
214	PAVEMENT MARKING - DURABLE HEAT APPLIED	137 SF	10.00	1,370.00	10.00	1,370.00	10.00	1,370.00	9.70	1,328.90
215	PAVEMENT MARKING - DURABLE INLAY TAPE	4397 SF	10.00	43,970.00	8.00	35,176.00	8.50	37,374.50	8.40	36,934.80
216	PAVEMENT MARKING - PAINT	117 SF	2.00	234.00	2.00	234.00	2.00	234.00	1.70	198.90
217	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	180.00	360.00	170.00	340.00	169.00	338.00

<i>Project Number:</i> <b>2015127</b>			<i>Engineer's Estimate</i>		L & L Cargile Inc		T LaRiviere Equipment & Excavation Inc		MDM Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> High Drive					Sales tax shall be included in unit prices					
218	STORM SEWER PIPE 6 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	45 LF	30.00	1,350.00	29.00	1,305.00	38.00	1,710.00	48.00	2,160.00
<i>Schedule Totals</i>				2,935,751.00	2,411,999.65		2,511,560.75		2,628,885.85	

Project Number            2015127            High Drive from 29th to 21st

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	2,935,751.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,935,751.00
L & L Cargile Inc	2,411,999.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,411,999.65
T LaRiviere Equipment	2,511,560.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,511,560.75
MDM Construction	2,628,885.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,628,885.85

Low Bid Contractor:    L & L Cargile Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$2,411,999.65	\$2,935,751.00	17.84	% Under Estimate
Bid Totals	\$2,411,999.65	\$2,935,751.00	17.84	% Under Estimate



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

05/07/2018

<u>Date Rec'd</u>	4/13/2018
<u>Clerk's File #</u>	OPR 2018-0277
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2017-0074
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 19316

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	PAUL TRAUTMAN 6329
<u>Contact E-Mail</u>	PTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - CDBG SUBRECIPIENT FUNDING AGREEMENT WITH SHV

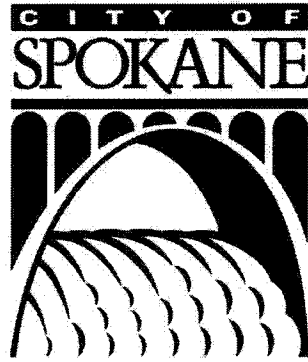
**Agenda Wording**

Subrecipient funding agreement with Spokane Housing Ventures (SHV) to purchase land at 2830 E Francis and 6205-6211 N Regal where they will construct the Jayne Auld Manor affordable rental housing project.

**Summary (Background)**

The nonprofit SHV requested \$359,200 CDBG funds to purchase land. SHV will then construct 48 units of affordable rental housing using \$300,000 SHV, \$320,000 City HOME, \$2,500,000 Washington State Commerce, \$3,156,000 bond, and \$3,765,000 tax credit funding. These new housing units will supply needed workforce rental housing in TheZone in Northeast Spokane. CHHS funding agreements will include affordable rental housing requirements.

<u>Fiscal Impact</u>		Grant related?	YES	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	359,200		#	1690-95807-51010-54201-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>				<u>Council Notifications</u>	
<u>Dept Head</u>		KEENAN, KELLY		<u>Study Session</u>	4/23/2018
<u>Division Director</u>		KINDER, DAWN		<u>Other</u>	
<u>Finance</u>		HUGHES, MICHELLE		<u>Distribution List</u>	
<u>Legal</u>		RICHTMAN, JAMES		ptrautman@spokanecity.org	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		swilson@spokanecity.org	
<u>Additional Approvals</u>				cbrown@spokanecity.org	
<u>Purchasing</u>					
<u>GRANTS &amp; CONTRACT MGMT</u>		BROWN, SKYLER			



**OPR 2018-0277**

**No Contract available at time of Packet creation.**

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services Division Community, Housing, and Neighborhood Services Department
<b>Subject:</b>	CDBG Capital Allocations for Housing
<b>Date:</b>	April 11, 2018
<b>Author (email &amp; phone):</b>	Paul Trautman <a href="mailto:ptrautman@spokanecity.org">ptrautman@spokanecity.org</a> 625-6329
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Kelly Keenan, CHHS Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability Committee and Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	2015-2020 Consolidated Community Development and Housing Plan
<b>Strategic Initiative:</b>	Affordable/Available Housing
<b>Deadline:</b>	May 7, 2018
<b>Outcome:</b>	The Department seeks approval of the three projects listed below that will increase the supply of quality and affordable housing by renovating 44 housing units and constructing 48 new housing units.
<b>Background/History:</b> Three nonprofit affordable housing providers requested CDBG funds to accomplish affordable housing projects. Two projects will perform housing repairs and one project will help construct new housing. The CHHS Board approved these projects on April 11, 2018 and recommends full CDBG funding for each of these projects.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• SNAP Resident Court – Partner with Spokane Neighborhood Action Partners (SNAP) by adding \$100,000 CDBG funds to existing \$250,000 City HOME and \$15,444 SNAP funding commitments to fully fund a \$365,444 renovation budget. These funds will accomplish repairs identified in a recent Capital Needs Assessment. The repairs help maintain this 43-unit apartment building as quality and affordable rental housing.</li> <li>• Healthy Homes Project – Partner with Foundation for the Challenged (FFC) by providing up to \$50,000 CDBG funds to construct handicap accessibility improvements making a home accessible to 3 developmentally disabled and low-income tenants. These CDBG funds leverage a \$320,000 Washington State Commerce grant.</li> <li>• Jayne Auld Manor – Partner with Spokane Housing Ventures (SHV) by providing \$359,200 CDBG funds to purchase vacant land at 2830 E Francis and 6205-6211 N Regal. SHV will construct 48 new affordable housing units at this site using \$320,000 City HOME, \$2,500,000 Commerce Housing Trust Fund, \$3,765,000 Tax Credit, and \$3,156,000 Bond funds.</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: HUD CDBG grant fully funds these projects.	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" 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: None.	



### SNAP Resident Court Apartments – Repair 43 Units

#### Project Funding Sources

City HOME Funds	\$250,000
City CDBG Funds	\$100,000
Developer Funds	\$ 15,444

#### Project Schedule

Start Construction Summer 2018  
Project Completion by Fall 2018



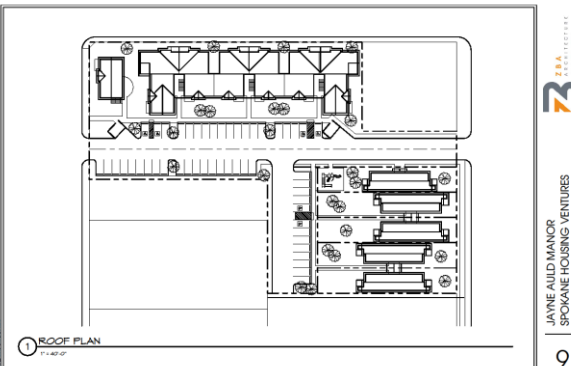
### FFC Healthy Homes Project – Improve 1 Unit

#### Project Funding Sources

Commerce Housing Trust Fund	\$320,000
City CDBG Funds	\$ 50,000
Developer Funds	\$ 3,000

#### Project Schedule

Construct Improvements in May 2018  
Occupancy in June 2018



### SHV Jayne Auld Manor – Construct 48 Units

#### Project Funding Sources

Bonds	\$3,156,000
Tax Credit Equity	\$3,765,000
Housing Trust Fund	\$2,500,000
City HOME Funds	\$ 320,000
City CDBG Funds	\$ 359,200
Developer Funds	\$ 300,000

#### Project Schedule

Start Construction in Fall 2018  
Project Completion by Summer 2019

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

05/07/2018

<u>Date Rec'd</u>	4/13/2018
<u>Clerk's File #</u>	OPR 2018-0278
<u>Renews #</u>	
<u>Cross Ref #</u>	RES2017-0074
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR19314

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	PAUL TRAUTMAN 6329
<u>Contact E-Mail</u>	PTRAUTMAN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680 - CDBG SUBRECIPIENT FUNDING AGREEMENT WITH SNAP

**Agenda Wording**

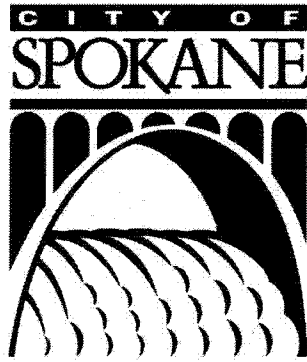
Subrecipient funding agreement with Spokane Neighborhood Action Partners (SNAP) to repair the 43-unit Resident Court Apartments at 1203 W 5th benefitting low-income tenants - \$100,000 CDBG funds.

**Summary (Background)**

SNAP has owned and managed the Resident Court Apartments since 2000. A recent Capital Needs Assessment identified needed repairs including repave parking lot and substantial elevator updates. This repair project has \$15,444 SNAP and \$250,000 City HOME funds committed. SNAP requested \$100,000 CDBG funds to fully fund all needed repairs. The improved property will serve 43 low-income renters. CHHS will deliver this CDBG grant using the template Subrecipient agreement.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 100,000	# 1690-95807-51010-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEENAN, KELLY	<u>Study Session</u>	4/23/2018
<u>Division Director</u>	KINDER, DAWN	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ptrautman@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	cbrown@spokanecity.org	
<u>Additional Approvals</u>		swilson@spokanecity.org	
<u>Purchasing</u>			
<u>GRANTS &amp; CONTRACT MGMT</u>	BROWN, SKYLER		



**OPR 2018-0278**

**No Contract available at time of Packet creation.**

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services Division Community, Housing, and Neighborhood Services Department
<b>Subject:</b>	CDBG Capital Allocations for Housing
<b>Date:</b>	April 11, 2018
<b>Author (email &amp; phone):</b>	Paul Trautman <a href="mailto:ptrautman@spokanecity.org">ptrautman@spokanecity.org</a> 625-6329
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Kelly Keenan, CHHS Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability Committee and Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	2015-2020 Consolidated Community Development and Housing Plan
<b>Strategic Initiative:</b>	Affordable/Available Housing
<b>Deadline:</b>	May 7, 2018
<b>Outcome:</b>	The Department seeks approval of the three projects listed below that will increase the supply of quality and affordable housing by renovating 44 housing units and constructing 48 new housing units.

**Background/History:**

Three nonprofit affordable housing providers requested CDBG funds to accomplish affordable housing projects. Two projects will perform housing repairs and one project will help construct new housing. The CHHS Board approved these projects on April 11, 2018 and recommends full CDBG funding for each of these projects.

**Executive Summary:**

- SNAP Resident Court – Partner with Spokane Neighborhood Action Partners (SNAP) by adding \$100,000 CDBG funds to existing \$250,000 City HOME and \$15,444 SNAP funding commitments to fully fund a \$365,444 renovation budget. These funds will accomplish repairs identified in a recent Capital Needs Assessment. The repairs help maintain this 43-unit apartment building as quality and affordable rental housing.
- Healthy Homes Project – Partner with Foundation for the Challenged (FFC) by providing up to \$50,000 CDBG funds to construct handicap accessibility improvements making a home accessible to 3 developmentally disabled and low-income tenants. These CDBG funds leverage a \$320,000 Washington State Commerce grant.
- Jayne Auld Manor – Partner with Spokane Housing Ventures (SHV) by providing \$359,200 CDBG funds to purchase vacant land at 2830 E Francis and 6205-6211 N Regal. SHV will construct 48 new affordable housing units at this site using \$320,000 City HOME, \$2,500,000 Commerce Housing Trust Fund, \$3,765,000 Tax Credit, and \$3,156,000 Bond funds.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: HUD CDBG grant fully funds these projects.

**Operations Impact:**

Consistent with current operations/policy? ☐ Yes ☒ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: N/A

Known challenges/barriers: None.



## SNAP Resident Court Apartments – Repair 43 Units

### Project Funding Sources

City HOME Funds	\$250,000
City CDBG Funds	\$100,000
Developer Funds	\$ 15,444

### Project Schedule

Start Construction Summer 2018  
Project Completion by Fall 2018



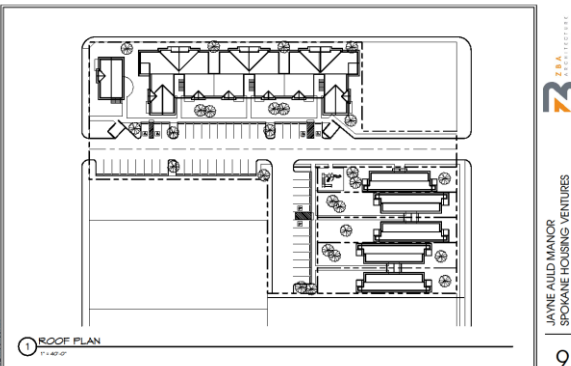
## FFC Healthy Homes Project – Improve 1 Unit

### Project Funding Sources

Commerce Housing Trust Fund	\$320,000
City CDBG Funds	\$ 50,000
Developer Funds	\$ 3,000

### Project Schedule

Construct Improvements in May 2018  
Occupancy in June 2018



## SHV Jayne Auld Manor – Construct 48 Units

### Project Funding Sources

Bonds	\$3,156,000
Tax Credit Equity	\$3,765,000
Housing Trust Fund	\$2,500,000
City HOME Funds	\$ 320,000
City CDBG Funds	\$ 359,200
Developer Funds	\$ 300,000

### Project Schedule

Start Construction in Fall 2018  
Project Completion by Summer 2019



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

05/07/2018

Date Rec'd

4/23/2018

Clerk's File #

OPR 2018-0279

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVAL 625-6543

Project #Contact E-Mail

MDUVAL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - COOPER-GEORGE APARTMENTS - 707 W 5TH AVENUE

Agenda Wording

Recommendation to list the Cooper-George Apartments, 707 West 5th Avenue, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Cooper-George Apartments has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CORTRIGHT, CARLY

Study SessionDivision Director

KINDER, DAWN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

mduvall@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

sbishop@spokanecity.org

Additional ApprovalsPurchasing

# Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places Cooper-George Apartments—707 W Fifth Avenue

## **FINDINGS OF FACT**

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

- Completed in 1952; the Cooper-George Apartment 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 luxury retirement apartment community and under Category C in the area of "architecture," the Cooper-George is eligible for listing on the Spokane Register of Historic Places.
- The building's period of significance is 1952, the year of construction.
- Under Category A, the property is historically significant in the area of "Social History" as a tangible expression of a popular city-wide trend in Spokane associated with the development and construction of luxury apartments during the first half of the 20th-century from 1900 through the 1950s.
- Under Category C, the apartment/garage complex is significant in the area of "Architecture" as an excellent representation of the International Style.
- The property is further architecturally significant as the product of master architects Harold Whitehouse and Ernest Price, and accomplished Spokane contractor/structural engineer Henry George.

**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 Cooper-George Apartment building has undergone extensive changes to the interior over the years, the exterior of the structure retains good to excellent integrity in original location, materials, design, workmanship and association. Windows have been replaced, but exist in the original openings and do not change the character-defining features of the building.

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

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

## **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Cooper-George Apartments according to the appropriate criteria at a public hearing on 4/18/18 and recommends that the Cooper-George Apartments 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: THAT PORTION OF BLOCK "B", AMENDED PLAT OF BLOCKS A AND B OF SECOND ADDITION TO THE RAILROAD ADDITION AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 10, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK "B" WHICH IS 150 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK; THENCE SOUTH 170 FEET; THENCE WEST 80 FEET; THENCE NORTH 170 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK "B"; THENCE EAST 80 FEET TO THE POINT OF BEGINNING. PARCEL B: THAT PORTION OF BLOCK "B", AMENDED PLAT OF BLOCKS A AND B OF SECOND ADDITION TO THE RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 10, RECORDS OF SPOKANE COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK "B"; THENCE SOUTH ALONG THE EAST LINE THEREOF 234 FEET; THENCE WEST 140 FEET; THENCE NORTH 234 FEET TO THE NORTH LINE OF SAID BLOCK "B"; THENCE EAST 140 FEET TO THE POINT OF BEGINNING.

Parcel Number 35192.5221, is governed by a Management Agreement between the City of Spokane and the Owner(s), Chad O. & Caitlin E. Johnson, 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: \_\_\_\_\_

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 WASHINGTON )  
 ) ss  
County of SPOKANE )

On this 18<sup>th</sup> day of April, 2018, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, personally appeared KEVIN RILLER, 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 18<sup>th</sup> day of April, 2018.



Stephen Williams

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

My commission expires 8-26-2020

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

## 1. HISTORIC NAME

Historic Name **COOPER-GEORGE APARTMENTS &  
GARAGE**

Common Name

## 2. LOCATION

Street & Number W. 707 Fifth Avenue  
City, State, Zip Code Spokane, WA 99204  
Parcel Number 35192.5221

## 3. CLASSIFICATION

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

## 4. OWNER OF PROPERTY

Name Cooper George LLC  
Street & Number 1410 NW Kearney Street #511  
City, State, Zip Code Portland, OR 97209  
Telephone Number/E-mail c/o Jeb Koerner, [job.koerner@gerdingedlen.com](mailto:job.koerner@gerdingedlen.com),  
503-299-6000, 503-539-6204

## 5. LOCATION OF LEGAL DESCRIPTION

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

## 6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey  
Date Federal\_\_\_\_ State\_\_\_\_ County\_\_\_\_ Local\_\_\_\_  
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE**

---

**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

**Check One**

☐ unaltered

☒ altered

**Check One**

☒ original site

☐ moved & date

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

*(continuation sheets attached)*

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

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

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

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

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

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

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

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

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

**11. GEOGRAPHICAL DATA**

Acreage of Property

More than one acre (parcel measures 46,360 square feet).

Verbal Boundary Description

Amended Plat of Blocks A & B of Second Addition to Spokane Railroad Addition.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

**12. FORM PREPARED BY**

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27<sup>th</sup> Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

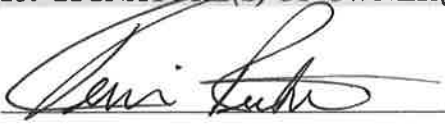
lindayeomans@comcast.net

Date Final Nomination Heard

April 18, 2018

Spokane City/County Register of Historic Places Nomination  
~~McALLEN HOUSE~~ Cooper-George Apartments

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



**14. FOR OFFICIAL USE ONLY**

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

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

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

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

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

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

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

**Date**

Attest:

Approved as to form:

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

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



*Cooper-George Apartments 2018*

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

### ***Summary Description***

Erected in 1952, the Cooper-George Apartments and Cooper-George Garage are excellent examples of its type—a modern reinforced-concrete, multi-storied, multi-family commercial apartment building and parking garage. The Cooper-George Apartments and Garage are surrounded by a busy hospital/medical center on Spokane, Washington's South Hill, one mile uphill from downtown Spokane. The 13-floor apartment building is tall, soaring 130 feet in height from a steep hillside, and reveals stylistic influence from the International tradition, a mid-century modern style popular from 1925 to 1965. The building's International-Style influence is well-displayed by its boxy geometric shape, flat roof, sleek concrete exterior walls, minimal decorative ornamentation, and symmetrically placed vertical bands of windows. Located next west of the apartment building, the two-story Cooper-George Garage was also built in 1952 as part of the

apartment complex. The parking garage mimics the boxy shape, flat roof, and smooth concrete cladding of the apartment building. In excellent condition, the Cooper-George Apartments and Cooper-George Garage retain a high degree of exterior integrity in original location, design, materials, workmanship, and association.

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

#### ***Site***

The Cooper-George Apartments and Garage are located on the amended plat of Blocks A and B in the Second Railroad Addition to Spokane at the southwest intersection corner of West Fifth Avenue and South Wall Street. Sited across from one of the city's most prominent medical centers, the Cooper-George Apartments and Garage are surrounded by numerous multi-story buildings, including hospitals/clinics/medical buildings, historic apartment buildings, and an historic school as well as contemporary commercial building infill, paved parking lots, and a directionally correct gridwork of paved city streets. The plat on which the Cooper-George Apartments and Garage are sited has an irregular "dog-leg" footprint and is a little larger than one acre with 46,360 square feet.<sup>1</sup> The property's north border along Fifth Avenue measures 230 feet wide, the east border along Wall Street measures 234 feet deep, and the west border measures 170 feet deep. The south border measures 140 feet wide from the southeast corner of the site, turns north for 64 feet, and then west for 50 feet to meet the west border. The parcel of land on which the apartments and garage are sited has a steep grade, which descends north to West Fifth Avenue.

#### ***Exterior of the Cooper-George Apartments***

At this writing in 2018, the Cooper-George Apartments are currently under construction. The footprint for the Cooper-George Apartments is irregular as it forms a cruciform, or cross shape. The building is made of steel-reinforced concrete on a concrete foundation, has a flat built-up roof, small parapet, painted metal roof coping, and rises to a height of 130 feet. The apartment building was erected on the east half of the parcel at the intersection of Fifth Avenue and Wall Street, while the Cooper-George Garage was built on the west end of the property. The building's cross shape features identical, directionally correct wings with a north wing, south wing, east wing, and west wing. The building measures approximately 192 feet deep from the north face of the north wing to the south face of the rear south wing, and 120 feet wide from the west face of the west wing to the east face of the east wing. Each wing has full-height projecting vertical box bays. Nearly the entire apartment building is clad by taut concrete with minimal ornamentation. The face of each wing is articulated with a wide, decorative, full-height vertical panel of highly modulated vertical concrete fluting. Symmetrically aligned vertical rows of windows punctuate the building's wings and canted center core. The windows are a combination of tripartite units and smaller, single fixed-pane windows. Half of the tripartite window units include a fixed center pane and two narrow flanking fixed panes. In contrast, the remaining tripartite windows have a center fixed-pane flanked by two narrow double-hung 1/1 windows. In 2017, vinyl sash windows of a very

---

<sup>1</sup> Spokane County Assessor records, 2018. Spokane County Courthouse, Spokane, WA.

similar design as the previous window units replaced heavily damaged/deteriorated aluminum-sash casement windows (it is not known if the previous windows were original or were replacement windows that may have replaced the original windows during numerous remodels during the 1980s and 1992).<sup>2</sup> The Cooper-George Apartment building's strongest design feature is its easily recognizable tall, vertical massing, wings and bays, face panels of concrete fluting, and rows of multiple windows that all work together to help delineate and distinguish the building's strong vertical design emphasis.

The front entrance on the first floor of the building faces northeast from the angled canted recess between the north and east wings, and is covered with a single-story front porch canopy with a flat roof (former roof canopy was lost to advanced deterioration and damage). Like the previous canopy, the current canopy extends 15 feet forward in a northeasterly direction from the canted core of the building, forming a covered area that protects residents and guests from elements of the weather. Aluminum-sash display windows and front doors are made of safety glass with aluminum and steel frames. The current windows and doors are not original but were installed by previous owners in remodeling during the early and middle 1980s and 1992.<sup>3</sup>

On the west side of the apartment building is a rear secondary entrance located at the first floor's canted recess between the north and west wings. The entrance faces northwest, and reveals exterior doors and windows framed with a combination of steel and aluminum sash that hold picture-window glazing (installed during earlier remodels). Another secondary entrance used as a utility/service entrance is located at the first floor between the building's west and south wings, and faces southwest to a paved service courtyard. A high concrete retaining wall surrounds the courtyard to the west and south as the property's grade and paved driveway ascend. A private paved parking lot for residents and guests of the Cooper-George Apartments is located at the top of the concrete retaining wall behind the south wing. A flight of concrete steps with an iron pipe railing connects the southwest service courtyard to the uphill south parking lot. A fourth apartment entrance is located at the first floor in the angled recess between the east and south wings, and opens to a private patio and courtyard enjoyed by apartment residents.

### ***Interior of the Cooper-George Apartments***

According to the Spokane County Tax Assessor, the interior space in the Cooper-George Apartments has 10,743 finished square feet of space on each of the building's 13 floors for a total of 139,659 finished square feet throughout the building.<sup>4</sup> In 2017-18, the interior of the Cooper-George Apartments was updated with a combination of repaired, rebuilt, refinished and/or replaced interior walls and ceilings, elevators, HVAC systems and fixtures, floor coverings, and electrical/mechanical systems. During construction updating, the original 1952 interior configuration of apartment suites, windows, utility closets, and public hallways was left intact and/or restored to the original footprint and

---

<sup>2</sup> Spokane County Assessor 2018 public records. Spokane County Courthouse, Spokane, WA.

<sup>3</sup> Ibid.

<sup>4</sup> Spokane County Assessor 2018 public records. Spokane County Courthouse, Spokane, WA.

**Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE**

---

floor plan. Nearly all first-floor exterior door and window locations and lobby/office/storage/public spaces were retained, following the building's original floor plan. When completed, the building's first floor will include painted drywall ceilings and walls, tiled floors, and new appliances as needed (bathroom and kitchenette). The unfinished basement will be partially finished with a wine cellar, dog wash, private gym, residents' bike storage and mechanical bike repair/maintenance station, miscellaneous storage, and rooms for updated/advanced plumbing/heating/mechanical/electrical systems.

Floors 2 through 13 are identical and contain 144 apartments with 41 studio, 74 one-bedroom, and 29 two-bedroom apartment suites. Public hallways and private apartments are currently 75% finished with painted 8-foot-high drywall ceilings, painted drywall perimeter and interior walls, public hallway floors covered with wall-to-wall carpet to abate noise, apartment suite floors covered with a laminate product that mimics wood plank flooring, new plumbing fixtures, new built-in kitchen and bathroom casework, quartz countertops, new kitchen appliances (gas range, refrigerator, dishwasher, microwave, washer/dryer), and a combination of original and contemporary overhead light fixtures. Interior doors are original in each apartment while front doors to each suite are plain contemporary units that meet current building and fire code requirements. Each apartment has multiple windows for natural light and ventilation; a center great room/living room; kitchen; private bathroom; and original 1952 wall heaters for steam heat refurbished and restored to working use in 2017. Each apartment suite opens from a private front entry door to public hallways that surround elevators located in the center core of the building. Two original 1952 public stairways are retained and preserved in the building.

***Cooper-George Garage***

The Cooper-George Garage is located adjacent next west to the Cooper-George Apartments, and was constructed in 1952 along with the apartment building. The parking garage was designed to compliment the Cooper-George Apartments and features a box-like form, smooth concrete cladding, and a repeat of the fluted concrete panel design that articulates the four wing faces on the apartment building. The garage is a two-story building with a 60-foot width, a 150-foot depth, and 9,000 square feet of interior space on each floor.<sup>5</sup> The garage faces onto West Fifth Avenue and is entered by a center front roll-up aluminum door at its north facade. The building has a flat built-up roof with a small parapet and painted coping that matches the flat built-up roof, parapet, and coping on the Cooper-George Apartments. A narrow canopy over the roll-up door supports a sign with letters that spell, "COOPER GEORGE GARAGE." Above the canopy is a fluted concrete face panel that matches the face panels on the apartment building and is painted in a contrasting color. Symmetrically placed horizontal rows of original 2/2 steel-sash windows punctuate the garage at the structure's north façade and east and west faces. The parking garage follows the property's steep uphill grade, and has a second story. A paved driveway is located between the apartment building and the garage, and

---

<sup>5</sup> Spokane County 2018 Tax Assessor records. Spokane County Courthouse, Spokane, WA.

leads uphill to a second-floor garage entrance with a roll-up garage overhead door. The door opens to a large garage space on the building's second floor. The interior of the garage at the first and second floors has a combined total of 100 stalls for automobiles, and is well-preserved in excellent condition.

### ***ORIGINAL DESIGN & SUBSEQUENT MODIFICATIONS***

Modifications to the Cooper-George Apartments have been numerous over a span of three decades from 1983-1992 and in 2017-18. Today, apartment and hallway configurations have been reversed and restored to original 1952 configurations.

A black-and-white photograph of the exterior east face of the Cooper-George Apartments was taken in 1952 when the building was erected. Over 95% of the building appears in 2018 as it does in the 1952 photograph. Difference is found in windows. Original apartment windows were aluminum sash, tripartite units with a center fixed pane flanked by two narrow casement windows.<sup>6</sup> In 2017, windows with vinyl sash replaced the previous apartment windows (it is not known if the previous windows were original or replacements as there were numerous modifications undertaken in the 1980s and 1992).<sup>7</sup> Instead of casement windows, the current narrow flanking windows in the tripartite units feature a combination of fixed panes as well as double-hung 1/1 panes. Even though the existing windows are replacements of the previous windows, the new windows very nearly replicate the design of the original windows pictured in the 1952 photograph.

The Cooper-George Apartments and Cooper-George Garage retain a high degree of exterior integrity in original location, design, materials, workmanship, and association that render the property easily recognized by one or many historical contemporaries.

---

<sup>6</sup> *Spokesman-Review*, 1952.

<sup>7</sup> Modifications to the building include remodels to the first floor and various apartments in July 1983, October 1983, January 1985, July 1985, November 1986, and September 1992. Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA.



## **SECTION 8: STATEMENT OF SIGNIFICANCE**

### **Summary Statement**

<i>Areas of Significance</i>	<i>Architecture, Social History</i>
<i>Period of Significance</i>	<i>1952</i>
<i>Built Date</i>	<i>1952</i>
<i>Architects</i>	<i>Whitehouse &amp; Price Architects</i>
<i>Building Contractor</i>	<i>Henry George &amp; Sons</i>

Significant in the areas of Architecture and Social History, the Cooper-George Apartments and the Cooper-George Garage are eligible for listing on the Spokane City/County Register of Historic Places. The property's period of significance is the year the apartment building and garage were built in 1952. Under Category A, the property is historically significant in the area of "Social History" as a tangible expression of a popular city-wide trend in Spokane associated with the development and construction of luxury apartments during the first half of the 20<sup>th</sup>-century from 1900 through the 1950s. The Cooper-George Apartments and Garage were purposefully constructed directly across from Deaconess Hospital within a surrounding and continually growing medical complex of health clinics, medical centers, hospitals, offices, and pharmacies. Under Category C, the apartment/garage complex is significant in the area of "Architecture" as an excellent representation of the International Style. The property is further architecturally significant as the product of master architects Harold Whitehouse and Ernest Price, and accomplished Spokane contractor/structural engineer Henry George. The grand opening for the Cooper-George Apartments and Cooper-George Garage in March 1952 was attended by 16,000 people, and was a strong testament to heightened interest and awareness in luxury apartments located in and around medical centers. *Spokesman-Review* journalist Frank Bartell wrote that at that time the "Cooper-George was the *crème de la crème* of apartment dwellings" in Spokane. Even before its 144 deluxe units were leased, "there was a waiting list" and "the building's directory read like a social register."<sup>8</sup>

## **HISTORIC CONTEXT**

### **Early Spokane**

In 1872, Spokane began as a small settlement on the banks of the Spokane River near the Spokane Falls. As the town prospered and grew, it quickly became a railroad hub in the 1880s for a multitude of interurban and transcontinental railway companies, and provided the necessary transportation needed to carry regional resources from mining, lumber, agriculture, and ranching to destinations throughout the country. The city's population grew to more than 25,000 in 1900, and by 1910, had surpassed 100,000 people with the influx of hundreds and thousands of men, women, and children who came in search of

---

<sup>8</sup> Bartell, Frank. *Spokesman-Review*, 1996.

employment and a better life. Spokane's need for housing was immediate and urgent. Hundreds of two, three, four and five-story brick buildings were quickly erected as single room occupancy hotels (SROs). SROs were initially designed with tiny, one-room apartments for a single resident, but with so many people needing housing, they were frequently over-crowded with 10, 20, or more men tightly packed into one room. Other larger, less-crowded multi-story brick buildings like the Montvale Hotel & Apartments, built in 1900 on First Avenue and Monroe Street, linked several single hotel rooms together with interior doors, thus offering multi-room suites. Conveniently located further away from the city's noisy downtown center, the apartments were commonly rented by couples and families with children. However, apartment amenities and privacy were rare. Saloons and bars frequently filled the ground floors of apartment buildings, and there were no private bathrooms in individual apartment suites. As designed and built, public bathrooms and bathing facilities were shared by apartment tenants and were located "down the hall."

### ***Luxury Apartments & Medical Centers in Spokane***

In the early 1900s in Spokane, only a few apartment buildings were built as upscale, luxury apartments—apartment suites with large formal living and dining rooms, kitchenettes, bedrooms, and private bathrooms. These apartment buildings were advertised in various Spokane newspapers, flyers, and posters as "deluxe" apartments, "upscale" apartments, "high-class" apartments, and/or "luxury" apartments—the favored description being luxury apartments.

With luxury apartments, apartment dwellers and families had the opportunity to live in safe, well-built apartment buildings, and were able to lease suites with large rooms as spacious as rooms found in single-family homes—but without the need to pay for home maintenance, repairs, and property taxes. Examples of some of Spokane's earliest luxury apartments included the San Marco Apartments and the Amman Apartments (both built in 1904). At least two luxury apartment blocks boasted private exterior front and rear entrances for each individual apartment suite—the Spokane Sash & Door Company-Gables Apartments (built in 1909) and the Cedars Apartments (built in 1911). Finished with rich ebony-hued oak and curly fir woodwork, oak floors, high ceilings, spacious rooms, and private bathrooms, the apartment buildings were located in safe residential and mixed-use neighborhoods close to the city's downtown core.

As Spokane's population aged, people's needs for hospitals and health clinics increased. Spokane's two largest and most prominent medical centers, separated by a few miles east to west, were developed in the early 1900s in Spokane and continue to operate today as Sacred Heart Hospital and Deaconess Hospital on the South Hill. Away from downtown Spokane and catering to people who could afford higher rents, a number of well-built and quiet luxury apartments were constructed around and between the two hospitals. The apartment buildings offered hard-to-find amenities, including comfortable roomy interiors, private kitchens and bathrooms, large plush lobby areas, attached private automobile garages or carports, and security features such as three sets of locked doors. The first locked door was located at the front entry door for each individual apartment

suite, and the second and third locked doors were located at the apartment building's façade with one locked door at the building's front entrance followed by another locked door in an interior entrance vestibule.

One of the first luxury apartments built on Spokane's South Hill between the two hospitals was the Kempis Apartments, constructed in 1906 on West Sixth Avenue and Washington Street, four blocks from Deaconess Hospital and seven blocks from Sacred Heart Hospital. Another early luxury apartment building was the Altadena Apartments, erected in 1909 on Sixth Avenue and Stevens Street (three blocks from Deaconess Hospital), and was reputed to be the "largest apartment house" in the city at that time. The Breslin Apartments were constructed in 1910 across the street from Sacred Heart Hospital on Eighth Avenue, and one year later in 1911, the Knickerbocker Apartments were erected on Fifth Avenue and Howard Street, just two blocks from Deaconess Hospital. Embellished in elaborate Beaux Arts styling, the three-story red brick and crème-colored terra cotta building offered one- and two-bedroom apartments with well-appointed kitchens, ceramic-tiled bathrooms, formal dining rooms, and large living rooms that looked onto a landscaped formal front-entrance courtyard and a private walled garden and fountain/reflecting pool at the rear of the building. The residential Knickerbocker Apartments were advertised as the "only apartment house of its high class in the city" in 1911.<sup>9</sup>

In 1929, two more high-rise, multi-storied luxury apartment blocks were built between Deaconess Hospital and Sacred Heart Hospital, and were called the Culmstock Arms Apartments and the Roosevelt Apartments. They were sited on steep north-facing hillsides near West Sixth, Seventh, and Eighth Avenues where Spokane's social elite built mansions and developed landscaped grounds in the late 1890s and early 1900s. The two apartments were finished with gleaming mahogany woodwork, a combination of plush wall-to-wall carpeting and hardwood floors, spacious lobbies, multiple rooms, and a few fireplaces. In addition, the Culmstock Arms Apartments and Roosevelt Apartments were equipped with attached parking garages and carports, reflecting apartment tenants' wants and needs to shelter and protect their private automobiles.

## ***HISTORIC SIGNIFICANCE***

### ***Category A***

The Cooper-George Apartments and Cooper-George Garage are historically significant for their association with the city-wide trend in Spokane for the construction of luxury apartment buildings built from 1900 through the 1950s. The trend was further defined and strengthened when clusters of luxury apartment buildings were purposefully erected around Spokane medical centers. Conveniently built across from one of Spokane's largest hospitals, the Cooper-George Apartments and Garage offered upscale living, private parking and automobile garage convenience, and surrounding medical and health center amenities.

---

<sup>9</sup> *Spokesman-Review*, 1911.

**Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE**

---

In 1944, Spokane investor Mary Monroe sold the amended plat for Block A and Block B in Spokane's Second Railroad Addition to James L. Cooper and his wife, Myrtle L. Cooper. James Cooper with his friend and associate, building contractor Henry George, made plans to construct and erect a luxury apartment complex with an adjacent private parking garage for apartment tenants. Cooper owned Audubon Homes Inc. and was owner/president of the J.L. Cooper & Company (725 W. Sprague Avenue), specializing in general insurance, rentals, and mortgage loans. In 1965, Cooper merged his company with four other partners to form the Commerce Mortgage Company. He retired in 1967, and sold his share of the company to the US Bank of Portland for \$1.5 million.<sup>10</sup>

In 1950, James Cooper and Henry George commissioned the prominent Spokane architectural firm, Whitehouse & Price, to design a modern, multi-story, luxury apartment complex on the southwest intersection corner of West Fifth Avenue and South Wall Street, strategically located across from Deaconess Hospital.<sup>11</sup> Post World War II Spokane was ripe for change, new construction, modern styles, and modern living. Weighing speculative risk and hoping for a successful venture, J.L. Cooper and Henry George erected the 13-floor, high-rise Cooper-George Apartments and the adjacent Cooper-George Garage, naming the luxury apartment block and parking garage after themselves.

The following anticipatory announcement was printed in the *Spokesman-Review* newspaper a few weeks before the Cooper-George apartments and garage formally opened in March 1952:

***NEW APARTMENT NEARLY FINISHED  
Public to View Cooper-George Units about March 9<sup>th</sup>***

*Modern in every detail, the concrete structure was built at a cost of more than \$1,750,000. City building ordinances were changed several times to accommodate the newest addition to the Spokane apartment house market.*

*Yet to be completed on the ground floor is the entrance, restaurant, food specialty shop, beauty parlor and...reception lobby. The apartment house is built in four wings located around a central elevator shaft. Two automatic elevators will serve tenants. [The Cooper-George Apartments is a] 144-unit structure with about 60%-70% [of the apartments] furnished with electrical appliances. The remainder are being left unfurnished to accommodate tenants with their own ranges and refrigerators. All apartments in the building have plastered walls with acoustical-treated plaster ceilings to deaden sound from other units. The living rooms in the two-bedroom units are 20-x14 feet, and the dining rooms are 14x9 feet. When finished, the building will contain about 1,700 linear yards of carpeting in the [public] hallways. The entire building will be served by steam heat and soft water. Approximately 110 cars can be accommodated in a separate*

---

<sup>10</sup> Wickre, 1995.

<sup>11</sup> Woodbridge, 1981.

**Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE**

---

*garage. When the building is finished, an attendant will be on duty in the garage 24 hours a day, seven days a week.*<sup>12</sup>

At the grand opening on March 16, 1952, the Cooper-George Apartments and adjacent Cooper-George Garage were overwhelmed with a throng of 16,000 curious people. *Spokesman-Review* journalist Frank Bartel reported, “the Cooper-George was the *crème de la crème* of apartment dwellings in this corner of the world. All of its 144 apartments were gobbled up and there was a waiting list. The building’s directory read like a social register of Spokane at mid-century.”<sup>13</sup>

All 144 apartment suites in the Cooper-George were quickly leased by an eclectic mix of tenants with a 50/50 split between retirees and working professionals, some of whom were married. City directories revealed that a majority of the retirees were widows who had been married to prominent Spokane businessmen, and were listed with “Mrs.” before and/or after their names. Working professionals included representations of a plethora of occupations, ranging from owners and proprietors of investment and insurance agencies, such as Thomas Godfrey, owner and president of the T.E. Godfrey Central Agency in the Peyton Building, to attorney George Young, President of the Spokane Bar Association and Secretary of Standard Sales in the Paulsen Building. Other occupations included the owner of the Ross Printing Company; the President/Treasurer of the Federal Intermediate Credit Bank; Witherspoon Witherspoon & Kelley Attorneys at Law; the Chairman of the Board at the Old National Bank and the President of the Old National Bank Building; a desk clerk at the Victoria Hotel; a division manager for Washington Water Power Company; a proof-reader for the *Spokesman-Review* newspaper; a manager for the Pacific General Agency; and a musician, salesman, and medical physician. The most noteworthy resident of the Cooper-George Apartments was James L. Cooper, for whom the building was named. Founder and owner of the J.L. Cooper & Company (mortgage loans, general insurance, property management and rentals), Cooper lived in Suite 1308 at the top of the apartment building on Floor 13 with a panoramic view of the city.

In 1960 a few years after the apartment building was erected, the Washington State “Highway Commission announced a plan to build an east-west freeway along Third and Fourth Avenues next to [the north façade of] Deaconess Hospital.” Although the hospital and hundreds of patients would be impacted by ongoing noise/vibration and air pollution from the proposed freeway, construction of the freeway was approved and begun in 1961. After multiple discussions, decisions were made when Deaconess Hospital undertook an enormous and costly enlargement project with a “\$3 million dollar addition.”<sup>14</sup> The hospital’s formal front entrance was reversed and moved from Fourth Avenue to Fifth Avenue—directly across from the Cooper-George Apartments and Cooper-George Garage. It was reported “the new wing made Deaconess Hospital one of the most modern hospitals in the Northwest.”<sup>15</sup>

---

<sup>12</sup> *Spokesman-Review*, 1952.

<sup>13</sup> Bartel. *Spokesman-Review*, 1996.

<sup>14</sup> Gilkey, 1996.

<sup>15</sup> *Ibid*, pp. 45-46.

With surrounding luxury apartments and a major hospital and medical center across Fifth Avenue, the Cooper-George apartment complex was full with no vacancies. In 1953, the apartment building offered numerous resident amenities, including a guest lobby, front desk, business office, and a rooftop deck. Additional amenities were introduced when various independent businesses leased ground-floor space at different times in the apartment building for more than four contiguous decades. Businesses in 1953 included a convenient market called Cooper-George Groceries, the Harper Method Beauty Salon, Rindahl Distinctive Interiors/Interior Design, and the Phillip Youdene Drapery Company. By 1965, the business demographic in the Cooper-George Apartments had changed slightly to include a medical office (Anesthesia Associates), an architect's office (Kenneth Brooks, a prominent Spokane architect), a beauty salon, a golf equipment distribution company, grocery market, and three insurance/investment agencies. In 1975, two real estate agencies, a word processing center, and a paving contractor replaced a former architect and two insurance/investment agencies but Cooper-George Groceries remained in the building.

In 1982, after 30 successful years, the Cooper-George Apartments and Garage were purchased by Spokane financier and apartment builder, Wayne Guthrie. He described the apartment complex as "the city's finest" with 144 apartments, "each with an excellent view because of the [cruciform] shape of the [building's] wings." He recalled the property had "always been kept in first-class shape," included "good security provisions," and concluded, "there's always strong demand for quality apartments."<sup>16</sup>

In 1992, the demographic changed dramatically at the Cooper-George Apartments when new ownership remodeled and refurbished the building to accommodate a retirement and assisted-living center, called South Hill Senior Living. The apartment building further changed in 2013, when the property was again purchased and remodeled, and was leased only to people who were 55-years and older.

In 2017, the property was vacated and subsequently purchased by Cooper George LLC, a Portland, Oregon-based corporation. During 2017 and 2018, the LLC secured, restored, repaired, and repainted the apartment building and garage. Outmoded electrical-mechanical-plumbing-technological systems were updated to meet current building codes. The Cooper-George Apartments will be open for lease at market rates in 2018.

## ***ARCHITECTURAL SIGNIFICANCE***

### ***Category C***

#### ***The International Style (1925-1965)***

The Cooper-George Apartments and Cooper-George Garage are architecturally significant as true representatives of the International Style made popular during the mid-century modern period in the United States from 1925 to 1965. In the late 19<sup>th</sup> and early 20<sup>th</sup> centuries, architects were dissatisfied with the use of non-functional period revival

---

<sup>16</sup> Young. *Spokesman-Review*, 1982.

**Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE**

---

styles. Many more architects were disillusioned by a rapidly industrializing society that built quick/economical buildings and houses. In contrast, they were energized and drawn to the development of new technologies and materials like iron, steel, reinforced concrete, and glass. In time, architectural creativity began to develop as a new modernistic approach to architecture was developed with the use of new technologies and materials.

The International Style began to grow in central Europe and spread to the United States in the 1920s and 1930s, the formative years for modern architectural expression. The style and type matured, embraced new building methods such as steel frame construction and reinforced concrete, and became the “dominant tendency in Western architecture during the 1950s and 1960s”.<sup>17</sup> The International Style espoused boxy, simplistic, geometric shapes; cantilever construction; light/taut exterior surfaces without applied ornamentation or decoration; flat roofs usually without a ledge/coping at the roof line; and prominent rectangular ribbons or bands of windows (usually casements) with metal/steel sash set flush with the outer walls. Windows sometimes wrapped around exterior corners of buildings and helped strengthen asymmetrical façade designs. Emphasis was on volume rather than mass—walls were not used for structural support but functioned as “curtains hung over a structural steel skeleton.”<sup>18</sup> Famed French architect Le Corbusier stressed the idea that houses and buildings were “machines for living,”<sup>19</sup> where all superfluous ornamentation and decoration were absent, and technical perfection, excellent proportions, efficient designs, and intrinsic qualities of building materials were revered. An eclectic mix of artistic expression, function, and technology characterized the International Style, defined by some as an “austere and disciplined new architecture.”<sup>20</sup>

The Cooper-George Apartments reveal modern International Style influence in its form, height, volume, exterior cladding, and 1952 built date. The Cooper-George Apartments and Garage were constructed during the style’s popular time period from 1925 to 1965. The apartment building’s form is stylistically boxy and geometric as revealed by its four prominent wings and cruciform shape. The building’s height at 13 stories demonstrates modern reinforced-concrete construction technology. The exterior of the building is distinguished with smooth, taut, light concrete cladding. Ornamentation to the building’s exterior is minimal with full-height, wide face panels that embellish each face of the building’s four wings with heavily modulated, concrete vertical fluting. Identical windows arranged in simple vertical bands accentuate the tall height of the building. The rectangular Cooper-George Garage also reveals unreinforced concrete construction, taut light concrete cladding, and minimal embellishment found in a fluted concrete face panel on the parking garage’s north façade. The face panel matches the design of face panels on the apartment building.

---

<sup>17</sup> *Britannica Online Encyclopedia*. 2013. <http://www.britannica.com>

<sup>18</sup> McAlester, Lee & Virginia. *A Field Guide to American Houses*. New York: Knopf, 1989, p. 469

<sup>19</sup> *Ibid*, p. 470

<sup>20</sup> *Britannica Online Encyclopedia*.

***Whitehouse & Price, Architects***

The Cooper-George Apartments and Garage were designed by one of Spokane's most prominent and respected architectural firms—Whitehouse & Price. Harold Whitehouse (1884-1974) and his business partner, Ernest Price (1881-1975), founded the architectural firm in 1914.

Ernest V. Price was a native of New York and came to Spokane from Cornell University, where he was awarded a degree in architecture. Harold Whitehouse was educated in Boston, worked in Massachusetts and North Dakota, and came to Spokane in 1907. Whitehouse initially partnered with architect George Keith, but in 1911, left the practice to study architecture at Cornell University, received a degree in architecture, and traveled extensively in Europe, becoming interested in cathedral architecture. When he returned to Spokane three years later, Whitehouse formed a business partnership with Spokane architect, Ernest Price.

Over the course of 50 years and from that time until the partnership ended in 1964, "Whitehouse & Price was one of the most prolific [architectural] firms in the Inland Northwest, designing hundreds of buildings."<sup>21</sup> Projects spanned small residential dwellings to large, complex commercial buildings. Their work included some 200 schools, 16 fraternity and sorority houses, the Lincoln Building in downtown Spokane, the Benewah Milk Bottles (downtown and Garland District), Eastern Washington State Hospital in Medical Lake, Hutton Settlement Orphanage in the Spokane Valley, and Spokane's Culmstock Arms Apartments, Spokane Civic Building, Spokane Coliseum, Rosebush House, Morgan House and a plethora of other homes, lake houses, garages, residential architecture, and commercial buildings throughout Spokane and Washington State, Idaho, Montana, and Oregon.

Harold Whitehouse was especially known for his interest in ecclesiastic architecture, and designed a number of churches in the 1920s, 1930s, 1940s, and 1950s. Many have steeple and metalwork designs influenced by Gothic and Art Deco styles. For example, Manito Presbyterian Church and other similar church buildings mostly built in the 1930s-40s in Spokane have tall, pointed steeples and steeple designs with geometric and floral-motif metal work that were influenced by the Art Deco style. One of the finest Art Deco-style commercial designs rendered by Harold Whitehouse was not for a church but in contrast, was intended for the City Ramp Garage in Spokane, built in 1928.

Architect Harold Whitehouse's masterpiece remains popular as the Cathedral of St. John the Evangelist (aka St. John's Episcopal Cathedral) on the north bluff of Spokane's South Hill. Seen from vantage points throughout the city, the cathedral is one of tallest buildings in Spokane and is a detailed study in Gothic architecture, rivaling Gothic cathedrals in Europe.

---

<sup>21</sup> Eastern Washington State Historic Society. *Spokane Skyline: A Century of Architecture, 1889-1989*. Spokane, WA, 1989.



***Henry George, Contractor & Structural Engineer***

Prominent Spokane building contractor Henry George built the Cooper-George Apartments and Cooper-George Garage. The firm was established in 1913 when Robert Alloway partnered with Henry George. Both structural engineers, Alloway and George practiced as general contractors and structural engineers with offices in downtown Spokane, first in the Old National Bank Building and then in the Hutton Block. When Robert Alloway died in 1940, Henry George organized a new partnership with his sons in 1946 as Henry George & Sons. Large, complex construction accomplishments for which Henry George is credited include but are not limited to the Spokane Coliseum, Joe Albi Veteran's Memorial Stadium, and the Cooper-George Apartments and Cooper-George Garage. Henry George's prominence as a building contractor is perhaps most evident in architect Harold Whitehouse's Spokane masterpiece, the Gothic Cathedral of St. John the Evangelist.

In conclusion, the design and construction of the Cooper-George Apartments and Garage by architects Whitehouse & Price and contractor Henry George surprised all when it was erected in 1952 as one of Spokane's tallest and most modern apartment buildings. The Cooper-George Apartments matched the 13-story Ridpath Hotel in height, which was built in 1952—the same year as the apartment block.<sup>22</sup> The Cooper-George Apartments and the Ridpath Hotel were both designed in the modern mid-century International Style, and regaled as two of Spokane's most modern buildings with coveted amenities only found in luxury apartments and luxury hotels.

---

<sup>22</sup> The Ridpath Hotel was listed on the Spokane, Washington State, and National Registers of Historic Places in 2013.

## **BIBLIOGRAPHY**

- Bartel, Frank. "Cooper George Apartments Get New Lease on Life." *Spokesman-Review*, 20 Oct 1996.
- Britannica Online Encyclopedia*. 2013. <http://www.britannica.com>.
- Clark, Ed. "Grand Opening of South Hill Senior Living." Ed Clark's How's Business, 1 June 2010.
- Gilkey, Priscilla and Margaret Crabtree and Terren Roloff. *The Deaconess Story 1896-1996*. Spokane: 1996.
- McLean, Mike. "Cooper-George's Rejuvenation." *Spokane Journal of Business*, 28 Feb 2013.
- Phillips, Steven J. *Old House Dictionary*. Washington DC: Preservation Press, 1994.
- Polk, R.L. *Spokane City Directories, 1885 to 2017*.
- Poppoeliers, John C. and S. Allen Chambers, Jr. and Nancy B. Schwartz. *What Style Is It?* US Dept of the Interior: Preservation Press, 1983. p.92.
- Sanborn Fire Insurance Maps 1910, 1953.
- Spokane City building permits. Spokane City Hall, Spokane, WA.
- Spokane County public records. Spokane County Courthouse, Spokane, WA.
- U.S. Department of the Interior, National Park Service. "*Secretary of the Interior's Standards for Rehabilitation*." Washington DC: Preservation Press, 1976.
- \_\_\_\_\_. "*Bulletin #15*." Washington DC: Preservation Press, 1998.
- Wickre, Nancy and Curtis. "J.L. Cooper Home." Spokane Register of Historic Places Nomination, January 5, 1995.
- Woodbridge, Sally. *Building Through Time: The Life of Harold C. Whitehouse, 1884-1974*. Portola Valley, CA: American Lives Endowment, 1981, page 71.

## **Newspaper Articles**

- "Altadena Apartment House Being Built at Sixth and Stevens." *Spokesman-Review*, 30 May 1909 p.1.
- "Apartments Acquired." *Spokesman-Review*, 2 July 1982, p 9.
- "Architect Harold Whitehouse Dies." *Spokane Daily Chronicle*, 26 Sept 1974.
- "Costly Apartment Formally Opened." *Spokesman-Review*, 17 Sept 1911.
- "Cooper-George Will Reopen As Apartments." *Spokesman-Review*, 31 Jan 2018, p 1.
- "New Apartment Nearly Finished." *Spokesman-Review*, 28 Feb 1952, p 6.

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Cooper-George Apartments in 2018, looking at east façade of building*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Northeast corner front façade of Cooper-George Apartments in 2018 under construction*



*Northwest façade corner of Cooper-George Apartments in 2018*



Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Cooper-George Garage in 2018, located adjacent next east of  
Cooper-George Apartments*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Cooper-George Garage in 2018, looking north*



*Cooper-George Apartments in 2018, first-floor lobby  
(notice fireplace in center of room covered with protective cardboard during  
construction)*



Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Cooper-George Apartments, first-floor elevators in hallway in 2018, looking south*



*First floor, looking east along elevators and hallway in 2018*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*First floor, looking east from apartment room during construction in 2018*



*First-floor apartment in 2018 during construction*



Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*A nearly completed typical apartment suite in the Cooper-George Apartments in 2018 during construction, looking northwest*



*Typical apartment window and restored 1952 steam-heat wall radiator,  
looking northwest*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Typical bedroom in apartment in 2018 during construction*



*A typical steam-heat wall radiator/heater from 1952 restored to working condition*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Typical bathroom fixtures in suites in Cooper-George Apartments in 2018*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Typical kitchen in the Cooper-George Apartments in 2018*

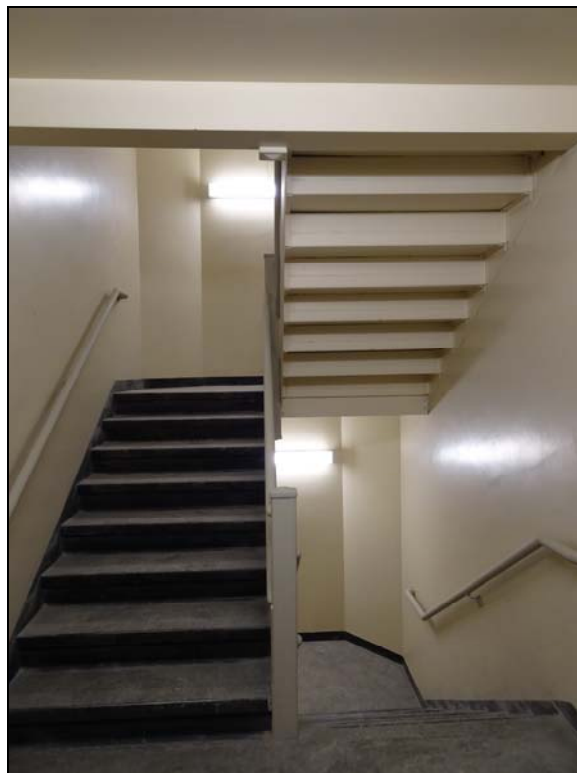


*View from a north facade apartment, looking northwest in 2018*





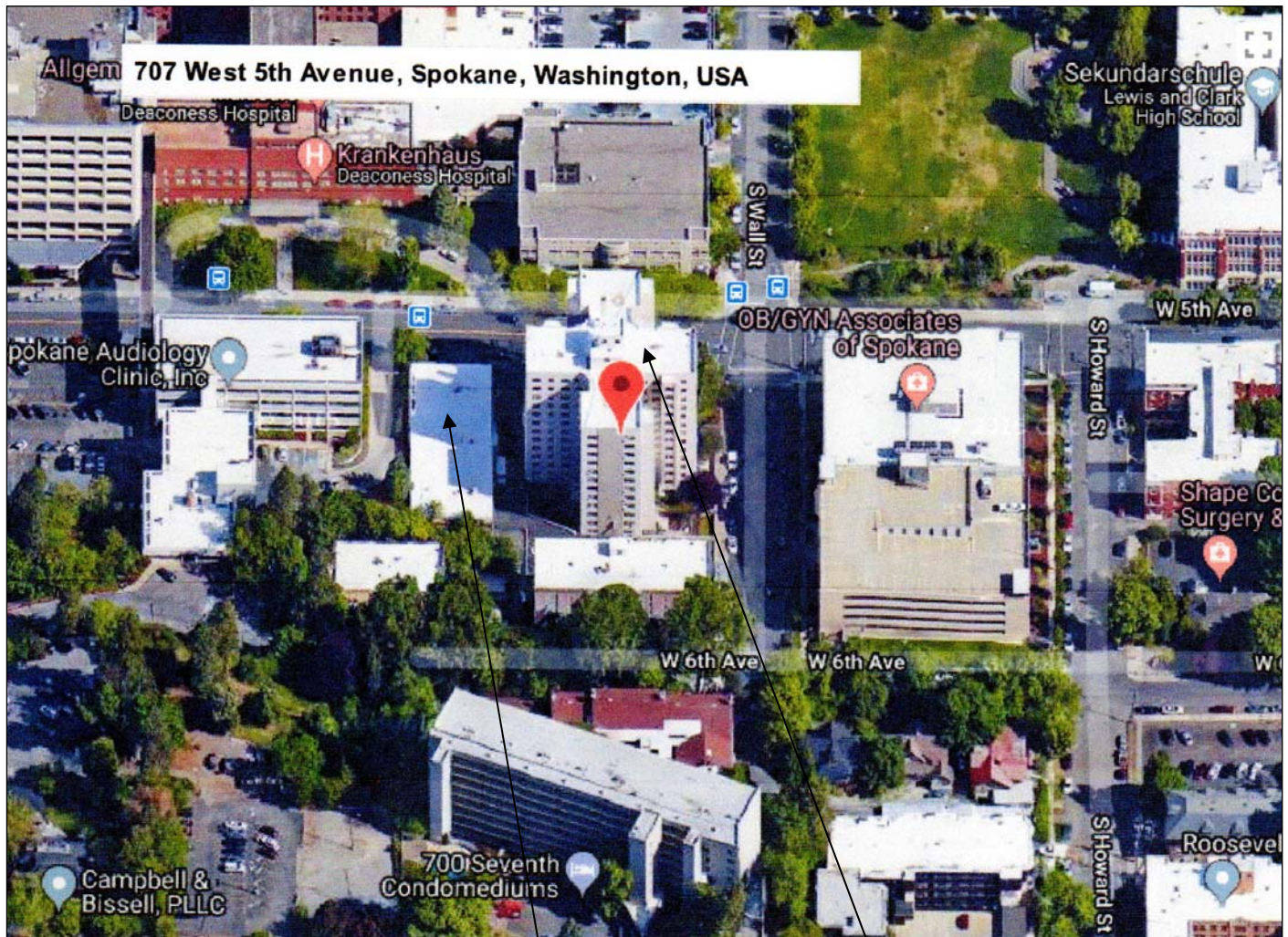
*Typical hallway in the Cooper-George Apartments in 2018 during construction*



*Original 1952 stairway in Cooper-George Apartments in 2018 during construction*

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*Cooper-George Garage and Cooper-George Apartments  
707 W. Fifth Avenue  
Spokane, WA*

*Source: Google Maps 2018*

north ↑



[illegible]

*Source: Spokane County Assessor Records*

32



[illegible]

*Source: Spokane County Assessor Records*

33

Spokane City/County Register of Historic Places Nomination  
COOPER-GEORGE APARTMENTS & GARAGE

---



*1952 photograph of the east façade of the Cooper-George Apartments*

*Source: MAC L87-1.70565-52*

*Corrected draft sent April 4, 2018*

**NEW APARTMENT  
NEARLY FINISHED**

**Public to View Cooper-George  
Units About March 9**

Spokane will get a sneak preview of the new Cooper-George apartment house, Fifth and Wall, about March 9, it was announced this week.

Heavy construction on the 13-story building is completed with only finishing touches to be made on several floors, according to John Davis, manager. Some of the units are already occupied.

Modern in every detail, the concrete structure was built at a cost of more than \$1,750,000. City building ordinances were changed several times to accommodate the newest addition to the Spokane apartment house market.

**2 Elevators Automatic**

Yet to be completed on the ground floor is the entrance, restaurant, food specialty shop and beauty parlor. Plans call for the reception lobby to be paneled in mahogany.

The apartment house is built in four wings located around a central elevator shaft. Two automatic elevators will serve tenants.

There are 36 two-bedroom apartments, 60 one-bedroom apartments and 48 bachelor units in the 144-unit structure, with about 60 to 70 per cent furnished with electrical appliances.

The remainder are being left unfurnished to accommodate tenants with their own ranges and refrigerators, building owners said.

Approximately 110 cars can be accommodated in a separate garage, with off-street parking facilities for 40 more. When the building is finished, an attendant will be on duty in the garage 24 hours a day, seven days a week, according to plans.

All apartments in the building have plastered walls with acoustical-treated plaster ceilings to deaden sound from other units. The living rooms in the two-bedroom units are 20x14 feet, and the dining rooms are 14x9 feet. Philippine mahogany was used throughout on all doors and woodwork.

For the mathematical minded, the building, when finished, will contain about 1700 linear yards of carpeting in the hallways and more than 11,000 doorknobs. The entire building will be served by steam heat and soft water.

J. L. Cooper, investment broker, and Henry George and Sons, Spokane contractors, built the new structure. Work was started late in 1950.



# COOPER-GEORGE WILL REOPEN AS APARTMENTS

After \$7.5 million renovation project,  
owners pitch urban high-rise lifestyle

By Nicholas Deshais  
THE SPOKESMAN-REVIEW

The \$7.5 million transformation of Spokane's first luxury senior apartment community into "big city downtown living" is nearly complete at the Cooper-George Apartments, a mid-century high-rise at the base of the South Hill.

The 144 units in the 13-story building, which recently acted as assisted-living housing for older folks on Medicaid, will soon be available at market-rate rents,

aimed at professionals seeking an urban lifestyle.

"We're trying to promote the use of mass transportation, biking, ride shares," said Jeb Koerner, one of the building's three Oregon-based owners. "We've got Amazon lockers in the basement."

Koerner, who is based in Portland, anticipated the building would be ready for tenants in April, a delay from the original February deadline.

See **APARTMENTS, 11**



DAN PELLE/THE SPOKESMAN-REVIEW

The Cooper-George Apartments building has been completely renovated and is due to reopen in April. It is at the corner of Fifth Avenue and Wall Street in Spokane.

## APARTMENTS

Continued from 1

The building's other owners are Dave Montagne, a Salem-based developer of apartment complexes, and Kevin Ricker, of Portland. The three purchased the building at 707 W. Fifth Avenue last year for \$5.5 million, though Ricker had been a part owner of the building for a number of years.

The "head-to-toe remodel, inside, outside" has given the formerly beige, 66-year-old building an updated feel. Now, contrasting blue and gray surfaces frame gleaming new windows.

Koerner said the units have been remodeled with new flooring, cabinets and walls, fresh paint, brand new appliances and quartz counter tops. Each apartment has a gas range and a new washer and dryer.

"You're probably not going to be able to tell that these are the units we started with," Koerner said. He estimated rents would start at \$750 but said they weren't yet set.

The new Cooper-George aims at less auto-oriented tenants, Koerner said, noting that the relative lack of parking spaces is partially responsible for that goal.

"We have 100 vehicle stalls and 144 units," he said, pointing to a parking garage across the street and a surface lot out back. "We'll have space for 100 bikes downstairs."

Bike facilities in the building will include a mechanic station and bike washing station.

"We really want to pro-

Avenue and Wall Street in Spokane.

mote that lifestyle," Koerner said.

The building also will have a private gym and rooftop deck reserved for tenants. A retail space on the building's first floor could house a cafe, said Koerner, and the building's owners are in talks with local hospitals for corporate apartments, to house visiting executives.

Montagne said "it was the opportunity with the building" that brought his attention as a developer to Spokane.

"It's a beautiful building," Montagne said. "When it was built, it was considered one of the nicer ones on the West Coast. We decided to bring that back, but it needed some tender loving care."

Cooper-George was designed by the renowned architectural company Whitehouse & Price. The Spokane-based firm is best known for the Cathedral of St. John the Evangelist on the South Hill's Grand Avenue, but is also responsible for the Lincoln Building downtown, the Benewah Milk Bottle in the Garland Business District and Eastern State Hospital.

According to MidcenturySpokane.org, the luxury apartments, which were developed by investment broker J.L. Cooper and construction contractor Henry George, drew about 16,000 people to its March 16, 1952, grand opening.

At its opening, which preceded the construction of Interstate 90 by 15 years, the building had two dining rooms, a grocery store, dry cleaners, a beauty shop and a doctor's office.

Looking back decades la-

ter, in 1996 Spokesman-Review columnist Frank Bartel called the Cooper-George "the creme de la creme of apartment dwellings in this corner of the world." He said the "building's directory read like a social register of Spokane at mid-century."

Forty years after its opening, the Cooper-George faced a new future as it was renovated into a retirement and assisted living facility and renamed South Hill Senior Living. Its tenant population shifted toward those who received financial support from the state.

Last February, when the new owners told the state it was surrendering its license to operate a senior care facility, 94 percent of its assisted-living tenants received Medicaid benefits. The facility had 90 days to find new homes for its tenants, which was done with assistance by the state Department of Social and Health Services.

Chris Wright, a spokesman with the department's Aging and Long-Term Support Administration, said DSHS found housing "placements as close to where they want to live as possible."

At its closure, the facility's executive director, LeAne Austin, a registered nurse, said business operation and staff costs had risen significantly in the past decade. Additionally, while assisted living units were generally filled, those for independent seniors on the upper floors had more vacancies.

CONTACT THE WRITER:

(509) 459-5440

nickd@spokesman.com

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

05/07/2018

<u>Date Rec'd</u>	4/23/2018
<u>Clerk's File #</u>	OPR 2018-0280
<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 DUVAL 625-6543
<u>Contact E-Mail</u>	MDUVAL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0470 - HOBSON BUILDING (BARRISTER WINERY) - 1213 W RAILROAD AVE

**Agenda Wording**

Recommendation to list the Hobson Building (Barrister Winery), 1213 West Railroad Avenue, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Hobson Building (Barrister Winery) 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	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	<b><u>Other</u></b>
<b><u>Finance</u></b>	<u>Distribution List</u>
<b><u>Legal</u></b>	mduvall@spokanecity.org
<b><u>For the Mayor</u></b>	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 Hobson Building (Barrister Winery) – 1213 W Railroad Avenue**

## **FINDINGS OF FACT**

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

- Completed in 1908; the Hobson Building meets the age criteria for listing on the Spokane Register of Historic Places.

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

- Historically significant under Category A as a contributing building to the West Downtown Historic Transportation Corridor (NHR 1999), the building possesses architectural and historical significance and integrity of material and form as described within that district.
  - Several Northern Pacific branch lines were built through the region, establishing Spokane as a hub, to serve the farming, lumber, and mining areas of the Inland Northwest.
  - The Hobson Building exemplifies the transition of the building in adapting from street/railroad grade to the elevated concrete viaduct. The construction in 1915 of the railroad viaduct through downtown resulted in the adaptation of the existing railroad warehouses with the introduction of freight elevators (extant in the Hobson Building) and concrete bridges from the 2<sup>nd</sup> floor of the buildings to the viaduct for freight (remnants remain).
- The building is also significant under Category C as a specific example of a rail corridor warehouse as described in the West Downtown Historic Transportation Corridor nomination: all openings are segmentally arched and the building sits on uncoursed stone, typical characteristics of district warehouses.

**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 window sash on the second floor of the front façade (north) and the rear façade (south) have been replaced, the building retains its fundamental character and is recognizable as described in the nomination: basalt foundations, red brick walls, segmental-arch window openings, railside concrete loading dock, main dockside loading door, and second story loading door.

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

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

## **RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated the Hobson Building (Barrister Winery) according to the appropriate criteria at a public hearing on 3/21/18 and recommends that the Hobson Building (Barrister Winery) 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:

ALL OF LOT 3, AND THE WEST 30.2 FEET OF LOT 4 INCLUSIVE, BLOCK 22, RAILROAD ADDITION, AS PER PLAT RECORD IN VOLUME "D" OF PLATS, PAGE 82 RECORDS OF SPOKANE COUNTY; TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND LYING CONTIGUOUS TO THE NORTHERLY OF SAID LOT 3 AND THE WEST 30.2 FEET OF LOT 4, SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 25 NORTH, RANGE 43 E.W.M.

Parcel Number 35192.1613, is governed by a Management Agreement between the City of Spokane and the Owner(s), Hobson, 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 **March 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Hobson, LLC** (hereinafter "Owner(s)"), the owner of the property located at **1213 West Railroad Avenue** commonly known as the **Barrister Winery** 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.

Michael Bechtel  
Owner - HOBSON LLC  
Manager

Greg Lynda  
Owner Hobson, LLC  
Member

**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 Washington )  
 ) ss  
County of Spokane )

On this 13<sup>th</sup> day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Greg Lipsker & Michael White, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as their (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 13<sup>th</sup> day of April, 2018.



Stephanie N. Bishop  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires 6/6/18

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: George H. Gallagher Company/Hobson Auto Supply  
And/Or Common Name: Barrister Winery

## 2. Location

Street & Number: 1213 West Railroad Avenue  
City, State, Zip Code: Spokane, WA 99201  
Parcel Number: 35192.1613

## 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: Greg-Michael Cellars, LLC (Hobson LLC)  
Street & Number: 1213 West Railroad Avenue  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: [greg@barristerwinery.com](mailto:greg@barristerwinery.com) - 509-456-3591

## 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: Enter previous survey name if applicable  
Date: Enter survey date if applicable ☒ 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 LT 3& W30.20FT LT4 BLK 22  
TOG W/15FT BNSF RR R?W N OF & ADJ TO  
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)**

---

---

**14. For Official Use Only:**

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

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

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

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

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

---

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

**Date**

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

## **SUMMARY STATEMENT**

The two-story brick vernacular warehouse is on the south side of Railroad Avenue between Jefferson and Adams streets in west downtown Spokane. Built in 1908, the 60' x 120' building retains its basic form and openings with its primary facade facing north along the railroad. The building is an addition to the west end of a similar two-story brick warehouse that was built in 1906, also by the George H. Gallagher Co.

Resting on basalt rubble basement walls, the unreinforced red brick structure is supported by a wood post and beam structure and topped by a flat roof. The front façade (north) is divided into three bays within a flat brick wall terminated by a brick corbel cornice. Accessed from a raised concrete loading dock, a centered, segmental arch loading bay with large wood doors dominates the first floor. A second floor loading bay door is directly above. Segmental arch window bays flank the loading bays on both floors. The building demonstrates the adaptation from the at-grade loading dock to the second story loading platform/bridge after completion of the viaduct in 1916 (1916 concrete bridge removed).

The interior retains the character of the original warehouse, wood plank floors, basalt basement, brick first and second story walls, wood post and beam structure, and exposed wood joists and rafters.

## **DESCRIPTION OF PROPERTY**

Sited along the south side of the Northern Pacific Railroad (now BNSF) concrete viaduct and the paralleling West Railroad Avenue, the building is mid-block between Jefferson and Adams streets. The 60-foot by 120-foot two-story brick building is an addition to the west end of and continuation of the 1906 Gallagher Building (Jefferson Auto Lofts). Red brick in common bond rises from the basalt rubble basement walls to the corbeled parapet wall topping the building.

The first floor level is established by the loading platform height along the north façade. About 32 inches in height on the north side (and the entry landing on the west façade) the concrete dock was used to off-load railcars when the Northern Pacific spurs were at street grade.

### **North (Front) Facade**

The front façade (north) is divided into three bays within a flat brick wall terminated by a brick corbel cornice. A centered, segmental arch loading bay with massive wood doors dominates the first floor. Flanking the centered loading bay are original fixed four-over-four lite wood sash windows also set within segmental arches. The arches are composed of four courses of brick header voussoirs. Another prominent feature of the façade is a concrete loading dock that extends from the abutting Gallagher building across and in front of the loading doors, after which it terminates. Two narrow concrete steps against the foundation wall provide pedestrian access between the 32-inch dock and street grade. In the northeast corner is a flat metal slab pedestrian door that also opens to the dock.

A second floor loading bay door, within a segmental arch opening is directly above the first floor door. Although the opening is original, it is likely that it was originally a window that was cut down to accommodate a loading door ca. 1916. The remnant of the concrete platform bridge that connected with the NPRR viaduct (now BNSF) is visible beneath the door. Flanking the door and aligned over those of the first floor are window bays. The original windows have been replaced with fixed sash that are divided horizontally into two sections by a muntin bar, and

further divided into four vertical internal vinyl grids. In the brick field above the second floor bays is a faded sign that runs across the building. "THE GEO. H. GALLAGHER CO." in white letters on a black field extends between the window arches and the bottom of the corbeled cornice.

The wooden loading doors, 11'-4" x 16' are original and show a bit of wear. The doors are patterned with 3-inch vertical tongue and groove boards over which 6-inch boards forming a double X-bracing are applied. Six-inch boards also form the styles, top rail, and the lock rail that separates the upper and lower cross-bracing and bottom rail. The doors open to the sides via a top rail and rollers.

### **East and West Façades**

The east façade abuts the two-story Gallagher building, to which it was added in 1908 to expand that building.

The west façade is a blank brick wall into which a new pedestrian entrance was cut in the early 2000s. Set about one-third of the wall distance from the northwest corner, the double wooden door assembly is within a segmental brick arch. A raised concrete platform approached by four steps on the north and an ADA ramp on the south provides access to the elevated floor of the warehouse. A double course brick cap extends slightly beyond the wall plain to top the wall. A roof drain angles down from the roof level, below the top of the wall, to the rear corner and a vertical drainpipe. A brick chimney near the northwest corner rises about 18-inches above the brick cap.

### **South Façade (rear along alley)**

The three-bay south facade opens along the east-west alley, and is a continuation of the Gallagher Building that abuts the east end. The demarcation is a vertical joint line and a slight change in brick color. The first floor is comprised of a centered roll-up shop door, pedestrian door in the southwest corner, and window bay on the southeast corner. Second floor windows are aligned above the ground floor bays. The wall rises to a double-row brick parapet cap that extends slightly beyond the wall. The loading door is approached by an included asphalt ramp and concrete approach apron. Battered wood jambs and flat arch header fit within the segmental arch formed by four courses of brick header voussoirs. The rollup metal door has horizontal ribs and four horizontally-oriented, round-corner rectangular glass panels. The pedestrian door is also set within a segmental arch of brick voussoirs and consists of double flat panel wood doors and a wide fixed glass panel transom window (replaced ca. 1970s doors in 2017). The jambs are exposed common brick with the lower portion wrapped with power-coated sheet metal. (It appears that the door opening was enlarged from a window opening similar to that of the east corner.) A concrete platform with one step down toward the east provides access to the door. A pipe railing wraps the outside perimeter of the landing (landing added in 2017).

The window bays, one on the first floor on the east side, and three on the second floor are configured identically, with projecting brick header sills, and brick-voussoir segmental arches. The first floor window sash is metal clad wood divided into four-over-four fixed lites. The three window bays on second floor are divided horizontally into two sections by a muntin bar, and further divided into by four vertical internal vinyl grids. The logo "CHAMPION" is painted between to the middle and easterly window.

The roof is flat tar composition behind a brick parapet wall.

### **Interior**

The interior of the building retains good integrity of space and materials—wood plank floors, brick walls, and exposed posts and beams, floor joists, and trusses.

### **Basement**

The basement consists of basalt rubble, small sections of brick alcove walls, concrete floor and exposed wood posts, beams, and joists. Ten to twelve-inch square wood posts and beams provide structural support upon which the joists of the first floor rest. Five rows of posts and beams run between the south and north walls and divide the basement into three sections. Against the east wall and north of center, the freight elevator and open wooden stairs provide access up to the first floor. The basement is used for the storage of oak barrels that enable the production of wine.

### **First floor**

The first floor retains a good degree of its original warehouse character. The space has 14' ceilings and is arranged into four basic sections. Public entry is through a door cut into the west wall, near the north end. The door opens to a large room that extends from the north to the south walls. In the northwest corner is a wine tasting counter and display area. The room is open to the south wall and forms an "L" plan. The area along the east wall, that wraps around the freight elevator, consists of men's and women's restrooms and an office south of and next to the elevator/stairwell. In front of the freight elevator and extending to the north wall is the wine production area in which steel tanks and other equipment are set and the transformation from grape juice to wine begins. A partition wall consisting of sheet metal separates this area from the public event and wine tasting space. A centered shop door and pedestrian door in the northeast corner provide access between the production area and the exterior loading dock.

Ten to twelve-inch square wood posts and beams provide structural support upon which the joists of the second floor rest. Two rows of posts and beams run between the south and north walls and divide the room into three sections. Against the east wall and north of center, the freight elevator and open wooden stairs provide access up to the second floor and down to the basement. In the southwest corner (rear) of the building is an original door opening that provided access to the alley along the south side of the building. A roll-up shop door is in the center of the south wall.

### **Second Floor**

The second floor is open with brick walls, wood plank floors (some areas covered with steel plate), and exposed wooden roof trusses. Ten to twelve-inch square wood posts and beams provide structural support upon which the trusses rest. Two rows of posts and beams run between the south and north walls and divide the room into three sections. Against the east wall and north of center, the freight elevator and open wooden stairs provide access down to the first floor and basement. The room is used for storage.

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

No photos or plans of the original building are available. A photo from the early 2000s shows the building before the concrete loading platform was removed, and the main loading door was restored. That photo shows the original sash on the first and second floors with one of the first floor windows covered with plywood. The main first floor loading bay was filled in with T-111 into which openings for a roll-up shop door and a pedestrian door had been cut.

The front façade retains good integrity of material and form. Changes that have been made include a new pedestrian entry cut into the west wall near the north end, and replacement of the original sash in the 2<sup>nd</sup> floor of the north façade and both floors of the south façade.

## **SECTION 8: STATEMENT OF SIGNIFICANCE**

### **Area of Significance:**

**A – Broad Patterns of Spokane History**

**C - Architecture**

**Significant Dates: 1906, 1908, 1916**

**Period of Significance: 1908-1967**

**Architect: Unknown**

**Building Developer: George H. Gallagher**

**Building Contractor: Unknown**

### **SUMMARY STATEMENT**

#### **Significant under Category A – Broad Patterns of Spokane History**

The 1908 Hobson Building is eligible under Category A as a contributing building to the West Downtown Historic Transportation Corridor (NHR 1999), the building possesses architectural and historical significance and integrity of material and form as described within that district. Because it was constructed during the city's most significant period of growth, 1900 to 1910, and as a railyard warehouse, the Hobson Building is a characteristic property type as described within the National Register West Downtown Historic Transportation Corridor. Although it has been altered slightly over the years, it retains its essential character and place in the continuum of the regional commerce of the downtown area. The building retains its original concrete loading dock that was served by at-grade spur lines of the Northern Pacific Railroad. Although the bridge linking the viaduct was removed by BNSF, the concrete connection to the building remains, illustrating the post-viaduct era of warehousing along the rail corridor.

The building is within an historic corridor of warehouse buildings that runs from Division to Cedar streets in the downtown core. Both sides of the 1916 elevated Northern Pacific railroad viaduct between the flanking alleys were lined with two-to-three story red brick buildings that were built to support the Northern Pacific Railroad and Spokane's position as a regional distribution center. The building, as a part of that corridor, demonstrates the transition of the Northern Pacific Railroad and existing warehouses in accommodating downtown automobile traffic to shift from street grade to an elevated viaduct and second story loading bridges.

A former warehouse and auto parts store, the Hobson Building is considered a contributing property to the West Downtown Transportation Corridor National Register District, a 5-block stretch of modest commercial buildings between First and Second avenues in downtown Spokane. The district and its warehouses (built 1891-1911) are significant for their association with the railroad, Spokane's position as a regional distribution center, and the growth of automobile use. Sales and service businesses supporting the outfitting and distribution of agricultural machinery concentrated along this corridor which flanked the Northern Pacific rails, and subsequent concrete Northern Pacific viaduct. The railroad delivered the machines and supplies that would be housed and distributed across the region from the brick warehouses along the tracks.

The building was used predominantly as a warehouse ranging from farm machinery, moving and storage, paper, building materials, and auto parts sales. The building exhibits the predominant characteristics of the warehouse corridor along the Northern Pacific Railroad as per the nomination--uncoursed basalt foundation, two-to four-story brick walls, recessed segmentally

arched windows and openings and simple corbeled brick, and loading docks at grade and on the second floors.

**Significance under Category C – Architectural Significance**

Per the West Downtown nomination, the warehouse symbolized the commercial age, particularly in association with the railroad corridor that crossed Spokane's downtown business district. The twenty-five warehouses within the district served as receiving and distributing points for a continuous supply of manufactured goods arriving and leaving by train. Spokane's West Downtown Historic Transportation Corridor exemplifies that development. Most of the district's buildings that face the Northern Pacific Railroad were built between 1891 and 1911 as railroad dependent businesses. They are framed two-to-four-story brick warehouses and factories, many of which stand on uncoursed basalt foundations. Most were designed in a utilitarian style characterized by recessed segmental-arched windows and openings and simple corbelled brick that served as limited ornament. Later warehouses were concrete with industrial metal sash. Freight platforms or loading docks connect many of the warehouses at second story level to the elevated railroad grade that was constructed in 1916.

As individual properties, these vernacular brick warehouses are humble working-class buildings and not distinguishable as architectural masterpieces. They are simple in material, form and detailing, and were for the most part, purely functional.

The Hobson Building is an example of a rail corridor warehouse as described in the West Downtown Historic Transportation Corridor nomination. As a contributing building to the district, the George H. Gallagher Company/Pacific Transfer/Hobson Auto Supply Building is described in the nomination:

This typical brick, rectangular, two-story warehouse fronts Railroad Avenue with the middle door of the second floor connected to the grade by way of a concrete supported ramp. A concrete loading dock at the ground level offers access to a large central garage door now modified. Four windows, original 4/4 double-hung sashes remain, one is covered with plywood. A small door opens to into the east side of the façade. The north elevation is joined to building #49 [George H. Gallagher Company] and its fenestration matches that of the other building. A garage door and a new aluminum entry replace the original openings on the ground floor. All openings are segmentally arched and the building sits on uncoursed stone, typical characteristics of district warehouses.

The warehouse building served as a transfer point for materials shipped into Spokane via the Northern Pacific Railroad to serve the market of Spokane and the Inland Northwest. The Hobson Building retains the dock, a fundamental element of the railroad warehouse building, and retains evidence of its adaptation to the moving of tracks from grade to the elevated viaduct. The outline of the elevated platform bridge and loading door at the second floor level show the results of that adaptation. Although the window sash on the second floor of the front façade (north) and the rear façade (south) have been replaced, the building retains its fundamental character and is recognizable as described in the nomination: basalt foundations, red brick walls, segmental-arch window openings, railside concrete loading dock, main dockside loading door, and second story loading door. Therefore, building is significant under Category C as a specific example of a rail corridor warehouse as described in the West Downtown Historic Transportation Corridor nomination.

The Northern Pacific (NP) rail corridor extended between and parallel to the alleys between First and Second Avenues in a swath through downtown Spokane. The NP owned the land, through a land grant, between the alleys and leased it to the owners of the buildings along the corridor. The railroad encouraged the construction of warehouses and industrial buildings along the corridor since these businesses would provide revenue to the railroad through the leases as well as the freight charges. Typically, the NP (and subsequently the Burlington Northern, and Burlington Northern Santa Fe) entered into what amounted to month-to-month leases for the land. The buildings were owned by private individuals, mostly those using them for business. The railroad lease provided that the building owners would vacate the land (remove the buildings) with thirty days notice, if requested by the railroad on termination of the land lease.

### **Site and Building Chronology**

The 1889 Sanborn Insurance map is the first to show the area along west Railroad Avenue between Madison and Cedar streets. Railroad Avenue was a 220-foot-wide corridor that had been granted to the Northern Pacific for construction of its transcontinental railroad. A single track is depicted with at-grade crossings by the north-south streets including Madison, Jefferson, and Adams. The same pattern was evident on the 1891 Sanborn map. Flanking the rail corridor were dwellings, fronting along both First Street [Avenue] and Railroad Avenue to the north; and the Spokane Mill Company's Lumber Yard to the south running between Madison and Adams streets. Sanborn indicated about 4.5 million board feet of lumber was on the site. Lath piles were also depicted between the yard and the track. Dwellings that fronted along Second Street [Avenue] were south of the alley.

The 1890 Sanborn shows the same pattern as 1889 except that five tracks, the main line and sidings, were now within the corridor, including one siding along the north side of the lumberyard.

By 1891, the lumberyard had shifted to the west to include the block between Adams and Cedar streets, and an office was on the east side of Jefferson Street. Industrial and warehouse uses were beginning to occupy the north side of the Northern Pacific main line as well. Washington Stone Company was at the northwest corner of Madison Street and Railroad Avenue, Spokane Fuel was along the north side of the main line with a rail spur along its north side.

The 1902 Sanborn depicts stacks of lumber crossing Jefferson Street, stacks to the west over the subject site, and a lumber shed and a sash and door warehouse to the west to Adams Street. This lumberyard was operated as the Spokane-Idaho Lumber Company. North of West Pacific Avenue (the street name had changed from Railroad Avenue; City of Spokane building records and the R.L. Polk City Directory continued to use Railroad Avenue) is the Diamond Ice and Fuel Company loading platforms running between Adams Street and Jefferson Street to the east.

In 1910, the Sanborn map reveals a transition in the block with warehouses replacing lumberyards. Along the Adams Street frontage the F.S. Harmon & Company Furniture Warehouse, a four-story wood post and beam structure, had been built in 1905 (extant and now Cornerstone Courtyard, a residential use) as well as a smaller two-story warehouse connected by a wooden platform. To the east, the George H. Gallagher Building had been constructed in 1906 by Edwin A. Cheatham and the addition of the building to the west was completed in 1908. Across the alley to the southwest is the excavation for a three-story building along Adams Street



and to the east along Second Avenue, four dwellings, a brick auto garage, and two wood frame stores on the corner. Two dwellings front on Jefferson.

The same Sanborn map depicts the G. H. Gallagher Cos. Warehouse as having a loading platform along the north side with a rail spur immediately to the north. The warehouse stored agricultural implements and the west end addition now housing Barrister Winery, had an elevator and two rows of wooden posts. "Some paints" were stored within. According to the West Downtown Historic Transportation Corridor nomination, "George H. Gallagher Company, was a supplier of wagon and agricultural implements, from the time of its construction until about 1910." The Polk Directory listed Gallagher's wares as "threshers and engines." *The American Thresherman* displayed an ad in its January 1908 issue, "Plowing by Steam" for the Nichols & Shepard Company of Battle Creek, Michigan which listed one of its branches as George H. Gallagher Co., Spokane, WA. By 1911 and thereafter, Gallagher was listed in Polk as being at Sinto Avenue, on the northwest corner of Ash.

In *The Threshermen's Review* of May 1912, a rate case settlement would put Spokane in a more favorable position for the distribution of farm machinery. Aultman & Taylor Machinery Company of Mansfield, Ohio was considering the former Gallagher warehouse to establish a branch warehouse for distribution of threshing machinery and traction engines in Spokane.

That eastern manufacturers now represented on the Coast are anticipating a favorable outcome of the Spokane rate case, and realize now the necessity of getting located advantageously in Spokane, is evidenced in the recent move of the Aultman & Taylor Machinery Company of Mansfield, Ohio to secure a warehouse in Spokane and prepare to open a branch. The company has just closed negotiations for the southwest corner of Jefferson Street and the Northern Pacific railroad tracks, and will open its warehouse immediately. ...

Aultman & Taylor are extensive manufacturers of threshing machinery and traction engines, and when established in Spokane will use from five to fifteen men locally besides a number of traveling representatives who will make Spokane their headquarters.

Mr. Dobson is enroute to Portland after a visit to the home office and factory. Speaking of opening in Spokane, Mr. Dobson said: "We have always recognized the importance of Spokane as a distribution point for our lines of goods, and my trip east to the factory a month ago was primarily to urge the opening of the Spokane branch at this time. The firm has decided to do it immediately, and to that end has secured the large brick building formerly occupied by the George H. Gallagher company and the Nichols & Shepard Company.

... The company will be established to distribute the spring orders for this section from Spokane. The Inland Empire formerly has been handled directly from Portland.

The Polk Directory, however, never listed Aultman and Taylor at this location or in Spokane for that matter; nor was Pacific Transfer listed at this location until 1917 with an address of West 1201 Railroad Avenue. A building permit of that year listed an address of 152 South Jefferson which would remain the address for the Gallagher Warehouse.

The 1910 Sanborn updated to 1926 depicts the elevated Northern Pacific railroad viaduct with three concrete bridges crossing over Railroad Avenue to connect the warehouse to the railroad. Pacific Transfer Company occupied the George H. Gallagher Building and Peck and Hills Furniture Company occupied the west end of the block with the 1905 wood timber warehouse and a new four-story concrete structure. Brick buildings replaced the remaining wooden structures. It is notable that ground level loading platform of the Gallagher Building was extant. Also, the addition at the west end is depicted as being used for auto storage under the label of Pacific Transfer Co. On the south side of the alley, fronting on Second Avenue were five brick buildings and the wood-frame stores depicted on the 1910 Sanborn. A three-story brick apartment building filled the excavation depicted in 1910, and auto repair, auto sales, battery service, and Yellow Cab Company occupy the four brick buildings to the east.

After Pacific Transfer Company vacated around 1927, Sebring Rubber Company used the building until 1931 followed by Spokane Paper and Stationery Company which would use the building for warehousing and distribution. In 1964 Spokane Papers was listed as the occupant of 152 South Jefferson Street. Pella Window Products occupied the building at this address in 1976.

The first listing for 1213 (the west end addition to the G.H. Gallagher Warehouse) was in 1966 with Automotive Warehouse Distribution as the occupant. The building was listed as vacant from 1975 to 1976, and in 1977 Hobson Auto Supply moved in and occupied the building until 2000. Clear View Window and Door was listed in Polk in 2001 and 2002. The address was not listed in the 2003 directory. In 2004, the owners of Barrister Winery would purchase the land from the Burlington Northern Santa Fe Railroad, and the building from Sterling Savings Bank through a foreclosure sale.

### **Historical Context**

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District and West Downtown Historic Transportation Corridor, thus the discussion of Spokane's history is somewhat abbreviated. The nomination for the West Downtown Historic Transportation Corridor discussed G. H. Gallagher and the Hobson buildings. The following is excerpted from those nominations and provides context.

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 at Spokane 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 Spokane Falls in 1881, 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 from Division to Cedar streets. In the blocks south of that warehouse district were shops, 2- to 3-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 ran up to the South Hill.

According to Woo (2003) from the turn of the new century, 1900, Spokane's population exploded from 36,848 to 104,402 in 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 Railroads and their Influence on Industry, Commerce, and Labor**

The story of industry, commerce, and labor in Spokane is tightly interconnected with the coming of the railroads. The Northern Pacific Railroad (NP) came to Spokane in 1881 with the connection to cross the continent in 1883. During the next two decades, several Northern Pacific branch lines were built through the region, establishing Spokane as a hub, to serve the farming, lumber, and mining areas of the Inland Northwest. Additionally, the Union Pacific (UP), Great Northern (GN), and the Chicago, Milwaukee, St. Paul & Pacific (MILW) came through Spokane on their way to the west coast. By the turn of the century, eight railroads converged in Spokane making the city a major transportation center.

Spokane's proximity to abundant natural resources in mining, lumbering, and agriculture was a great catalyst in transforming Spokane into the major distribution center of the Inland Northwest. The prospect of finding gold, silver, lead, copper, zinc and other minerals drew men to the area seeking their fortune. Spokane became a principal distribution point for equipment and supplies. Miners patronized Spokane's mining outfits, hotels, saloons, restaurants, and gambling halls before and after setting off to the mines. Many who made their fortune from the mines settled in Spokane and helped build the city.

Among the industries that began to rise at the turn of the 20th century was the lumber industry. The arrival of the railroads lowered lumber shipping rates in 1894, thus allowing mills to ship lumber farther. Forests in the Great Lakes region of the midwest had been depleted and the Great Lakes lumber barons looked elsewhere for mature forests. Western states and railroads solicited these lumber barons to deforest their lands to increase commerce. Like any other industry, the timber industry saw cycles of boom and bust. By 1930, the timber industry had declined significantly.

In addition to mining and lumbering, Spokane's economy has been greatly influenced by the agricultural industry. The railroad brought striking changes to agriculture in the Inland Empire by providing relatively low cost transportation to the eastern markets. The Northern Pacific, the Union Pacific, and the Great Northern transcontinental lines and their feeder lines brought in immigrants to work the farms and provided farmers a means for shipping their products out to expanding markets.

Indeed, the George H. Gallagher warehouse was built along the Northern Pacific tracks to supply farm implements - "threshers and engines" - shipped from the east to be distributed to the farms of the Inland Northwest.

According to an article in *The Threshermen's Review*, May 1912, a rate case settlement would put Spokane in a more favorable position for distribution of farm machinery. It indicated that eastern manufacturers, with the settlement of the rate case, would be considering Spokane as a distribution point. It revealed that the Aultman & Taylor Machinery Company of Mansfield, Ohio had just closed negotiations for the southwest corner of Jefferson Street and the Northern Pacific railroad tracks, and would occupy the Gallagher warehouse. The company would distribute the spring orders for this section from Spokane which had formerly been handled directly from Portland. (It does not appear that Aultman & Taylor ever occupied the building, but the article demonstrates Spokane's position and growing importance in the regional agricultural market.)

Railroad connections to eastern markets and to the west coast created a demand for agricultural products that led to the increasing growth of Spokane. Flour was shipped to such diverse ports as Liverpool, New York, or Tokyo. Livestock and meat also moved out of Spokane. The city grew as both a market for goods and a regional supplier.

### **Grade Separation and Construction of the Northern Pacific Viaduct**

Jay Kalez, in an article, "Waiting for Trains Was a Way of Life," in the Spokane Daily Chronicle of 11/30/1968 told the story of the Northern Pacific Railroad tracks and the barrier its trains would create in the heart of downtown. When originally built, the line was at-grade and operated that way until the construction of the elevated viaduct in 1916. Watchtowers and guard-gate arms directed traffic at the crossings with the trains prevailing. Kalez described the Railroad Avenue

corridor, as a double track main line augmented by eight switch tracks, within a long canyon walled with warehouse buildings. Passing freight trains as well as switch engines maneuvering cars to the warehouse sidings would often block traffic at the intersections of the north-south streets.

In February 1911, the Northern Pacific Railroad first revealed its plan to invest \$2.5 million to construct a graded separation between its Hangman Creek approach to the city and its exit from the city east of Division Street. Northern Pacific's Chief Engineer W. L. Darling proposed a 12 to 14-foot clearance for all street underpasses. City Engineer, Morton Macartney, worked on behalf of the city to monitor the project. The elevated tracks would consist of parallel poured-in-place concrete walls that would be filled with earth, and 17 trestle-like street overpasses between Division and Cannon streets. According to Kalez (11/30/68), 150,000 barrels of cement and 750,000 cubic yards of earth would be used in the project.

With the announcement of the plans for the regrading of Railroad Avenue in 1911, a court injunction was sought by several businesses with warehouses facing Railroad Avenue and operating track-side loading docks, to prohibit the railroad from executing its plans. About \$310,000 in damage suits were filed by several property owners who claimed that the proposed grade separation would damage their track-side loading facilities and would require considerable additional cost in the handling of their products. In 1913, a court injunction was granted to delay the work. After a year and a half delay during which the issue was litigated, work on the viaduct began in 1915 and was completed in 1916. On April 16, 1916, *The Spokesman Review* ran the front-page headline: "*After Twenty Years Grade Separation Dream True -- \$2,500,000 Project Soon Completed.*" As part of the negotiated settlement between the building owners and the railroad each loading dock would be raised to the new level of the railroad grade. Elevators were also installed in order to move goods between the rail grade, some twenty feet high, and the street grade. Within a couple of years, the entire warehouse district from Elm to Division adjusted to the new grade separation.

The Hobson Building exemplifies the transition of the building in adapting from street/railroad grade to the elevated concrete viaduct. Originally freight was moved from at-grade rail cars via the concrete dock to the warehouse floor; and after the completion of the viaduct, to the second story loading door across the concrete loading bridge from the viaduct grade. The internal freight elevator provided movement between the first and second floor. The ultimate progression of the railside warehouses was their elimination as an element in the movement of rail freight during the 1960s. The Hobson Building, like its neighbors along the former Northern Pacific Railroad corridor, no longer functions as a freight warehouse. Most of these buildings have been adapted to new uses such as offices, entertainment spaces, residences, and food and beverage establishments.

---

BIBLIOGRAPHY

Durham, Nelson W. History of the City of Spokane and Spokane County, Washington. "William J. Ballard." Vol. 2, pp604-608.

Hylsop, Robert B. Spokane's Building Blocks. 1983.

Kalez, Jay J., "Waiting for Trains Was a Way of Life." The Spokane Daily Chronicle. 11/30/1968.

Mann, John, "Reins, Trains & Automobiles, Spokane's Historic Transportation Corridor." Journal of the Society for Commercial Archaeology. Fall 2001.

Kolva, Jim. F.T. Crowe/Luminaria Building. Spokane Historic Register Nomination. 2/15/2007.

Polk, R.L. Directory, City of Spokane. Various years 1910-2010.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, NW Room. 1948.

Sanborn Map Company. 1888, 1889, 1891, 1902, 1910, 1928, and 1950.

Spokane County Assessor's Office. Field Files for

Spokane City. Building Permit Records on Line. <https://my.spokanecity.org/permits/archive/>. Reviewed 10/1/2017.

*The Spokesman-Review*. Various articles 1909 to 1912.

*The American Thresherman*. "Plowing by Steam." Ad for the new Nichol-Shepar Double Engine. George H. Gallagher Co., Spokane, WA distributor. 1/1908. p.69.

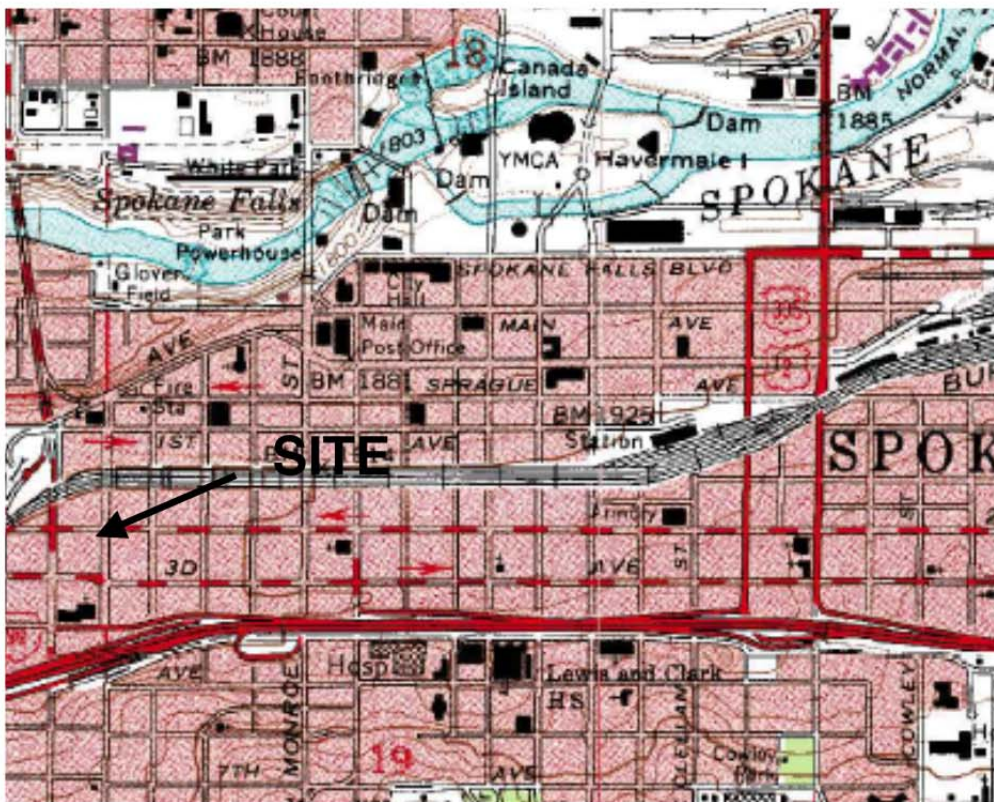
*The Threshermen's Review*. May 1912. p.70.

Washington State University, History Department, Graduate Seminar. West Downtown Historic Transportation Corridor National Register Nomination. 5/4/1999.

Wikipedia: "History of Spokane, Washington." Reviewed 2/1/2011.

Woo, Eugenia. Vermilion. East Downtown Historic District. National Register of Historic Places Nomination. 23 April 2003.

## **Maps, Drawings, and Photographs**



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

**BARRISTER WINERY**  
**1213 WEST RAILROAD AVENUE**

↑  
N  
1' = 2000'

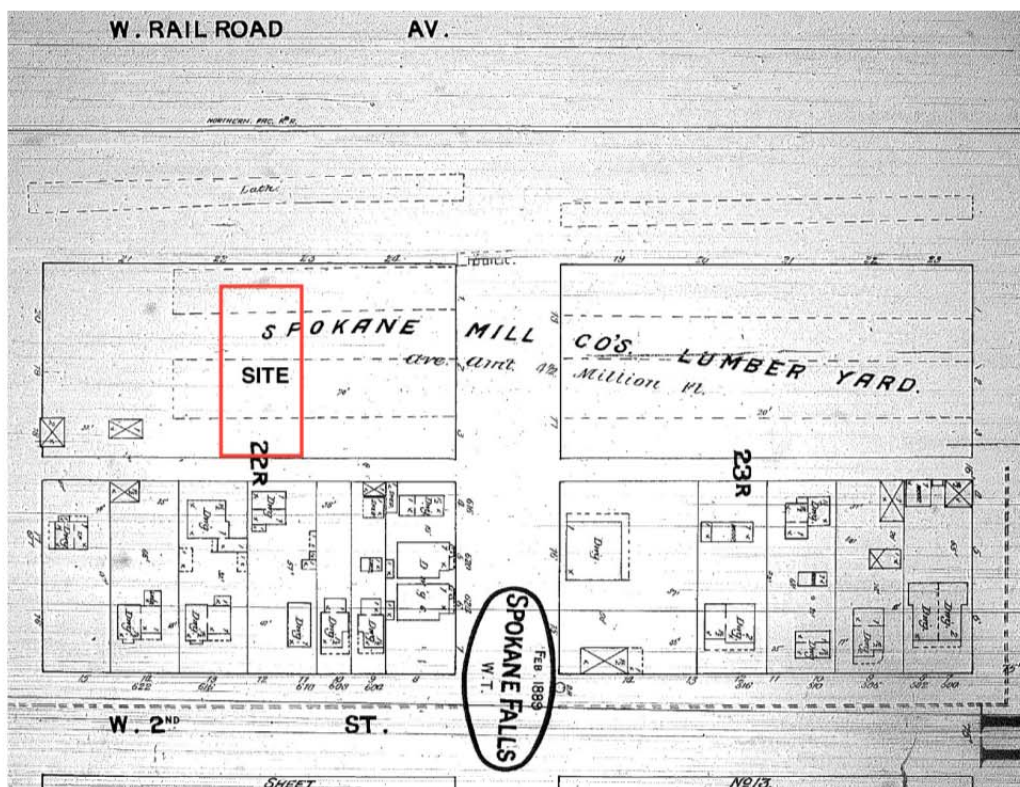




Spokane City Map – August 2017 Download

**BARRISTER WINERY**  
**1213 WEST RAILROAD AVENUE**

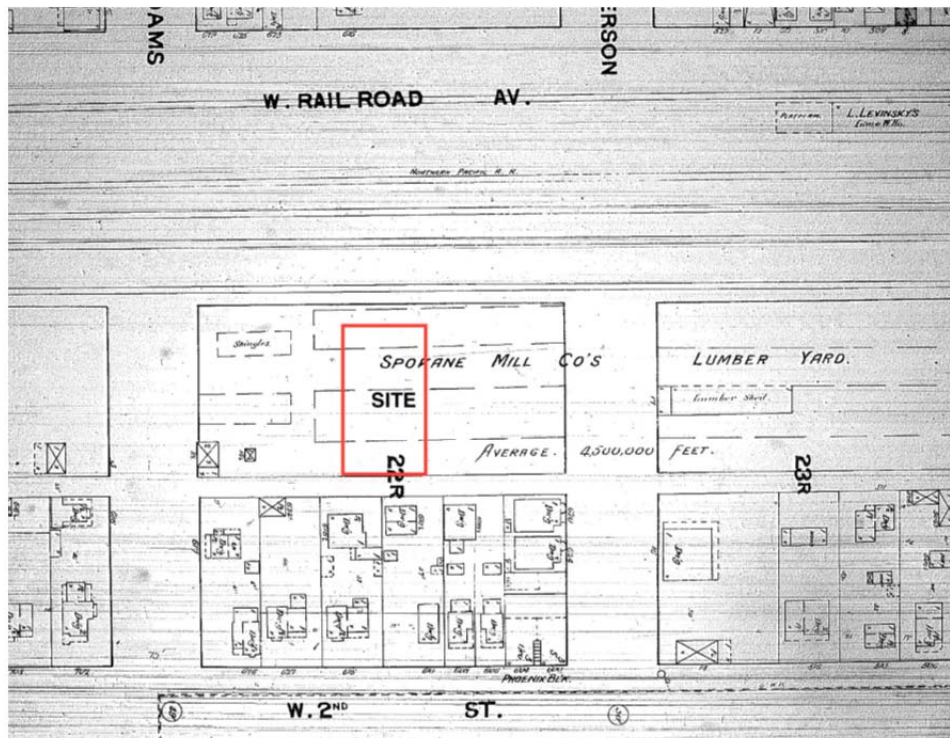
↑  
N  
No scale



Sanborn Insurance Map – 1889 – page 11

**1213 WEST RAILROAD AVENUE**  
**1889 SANBORN MAP**

↑  
N  
No scale

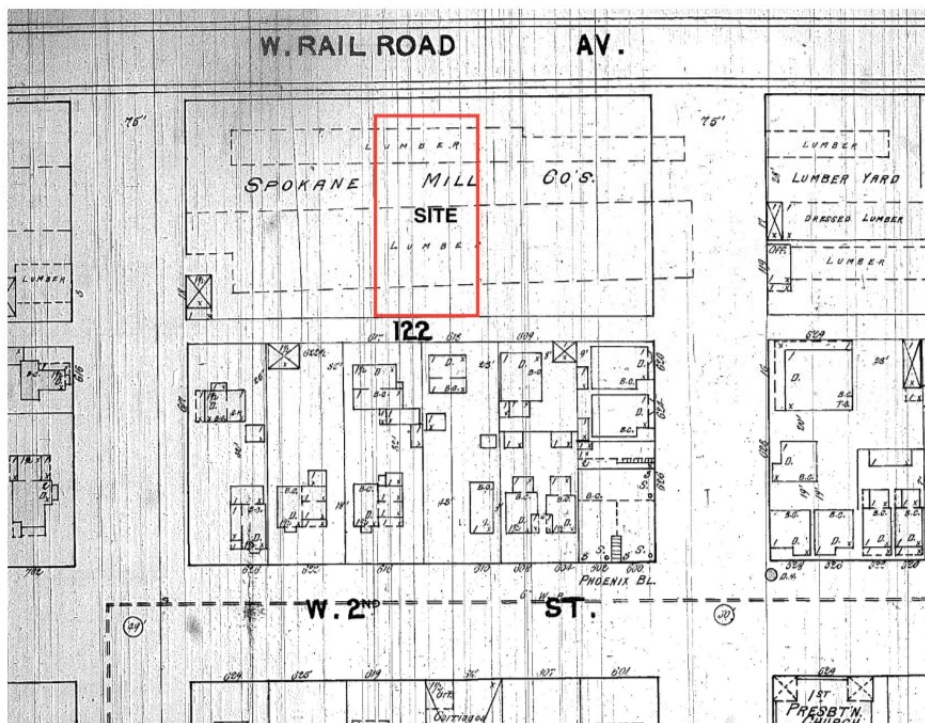


Sanborn Insurance Map – 1890 – page 11

**1213 WEST RAILROAD AVENUE**  
**1890 SANBORN MAP**

↑  
N  
No scale

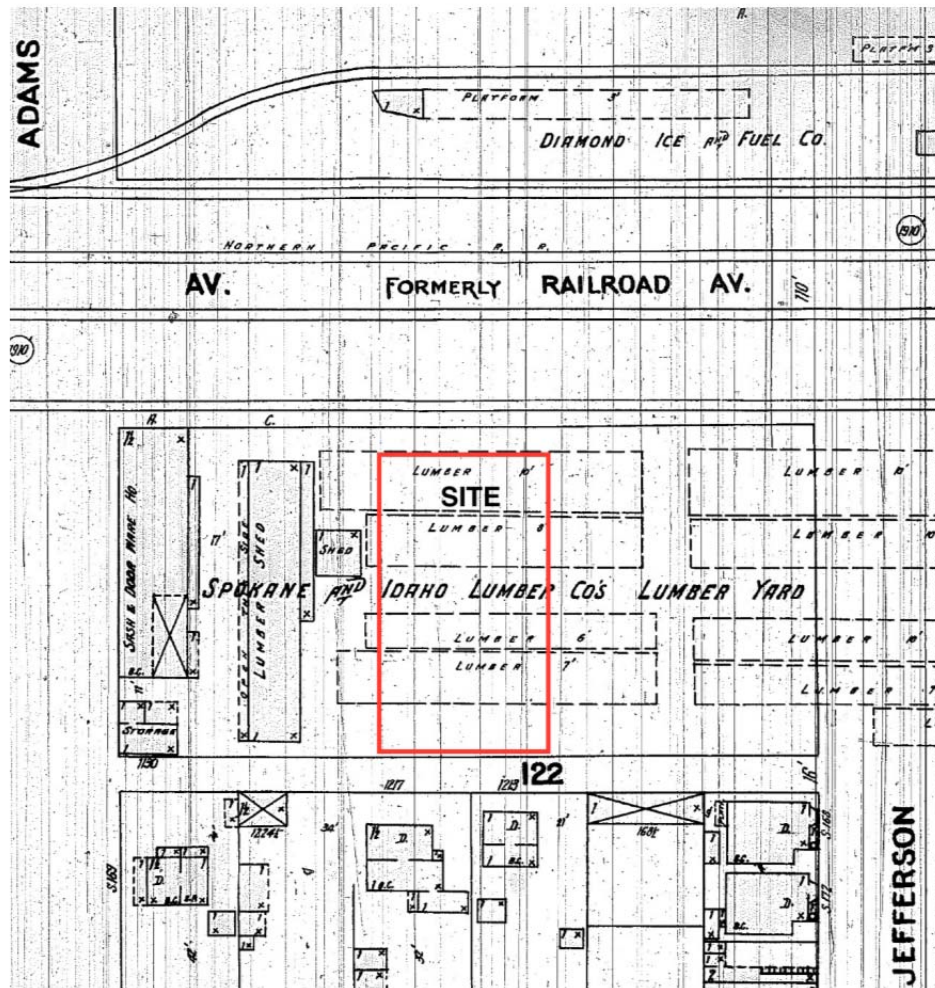




Sanborn Insurance Map – 1891 – page 13

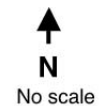
**1213 WEST RAILROAD AVENUE**  
**1891 SANBORN MAP**

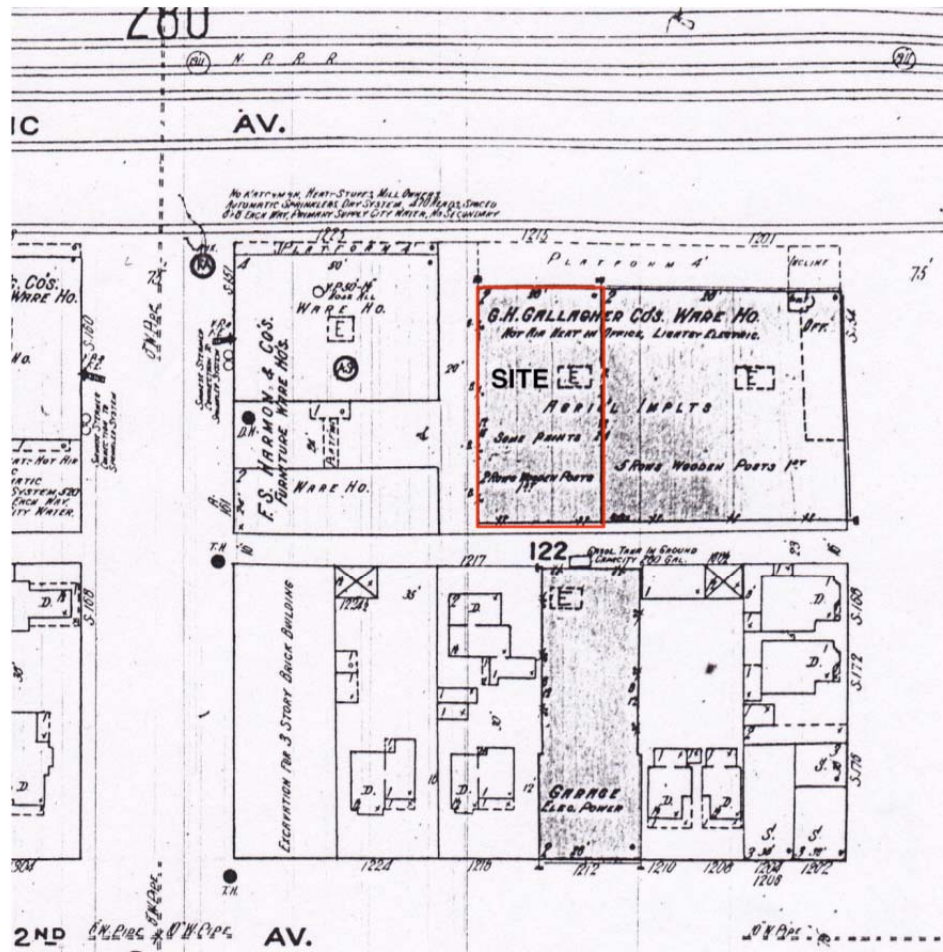
↑  
N  
No scale



Sanborn Insurance Map – 1902 – page 21

**1213 WEST RAILROAD AVENUE**  
**1902 SANBORN MAP**



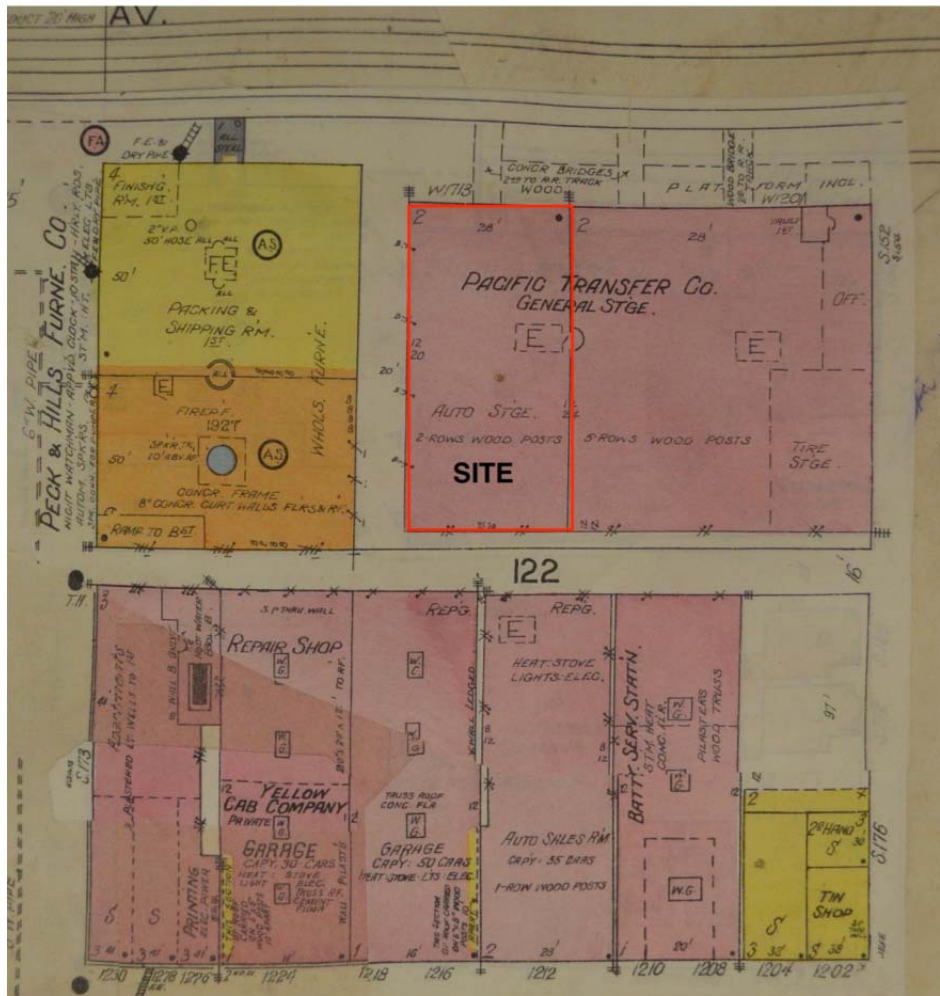


Sanborn Insurance Map – 1910 – page 297

1213 WEST RAILROAD AVENUE  
1910 SANBORN MAP



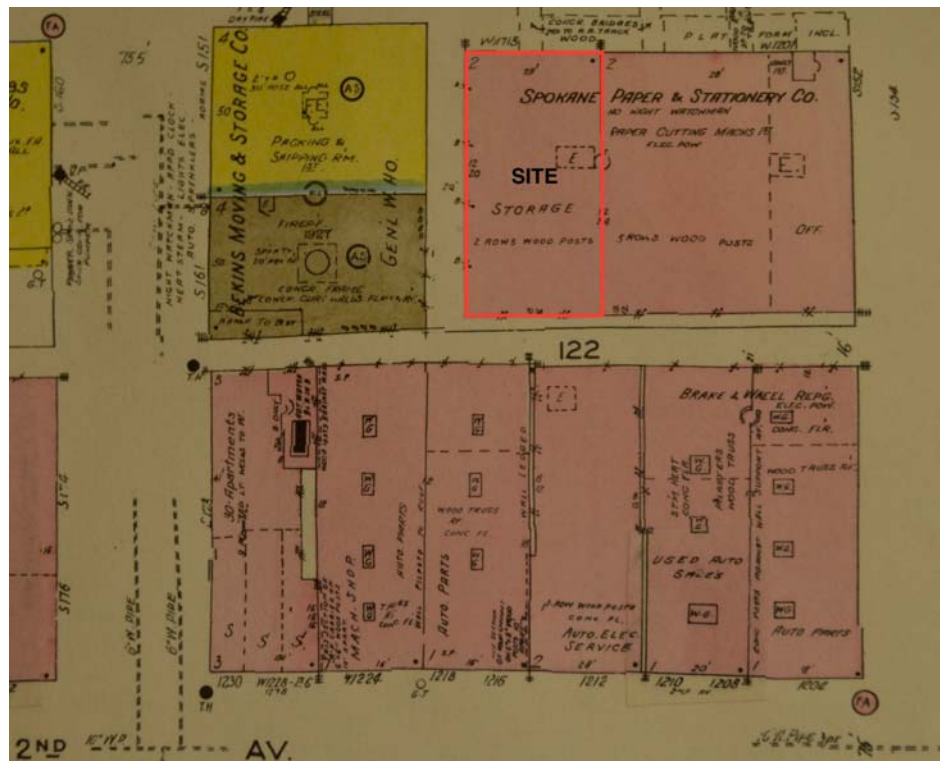




Sanborn Insurance Map – 1910-1928 – page 297

**1213 WEST RAILROAD AVENUE**  
**1928 SANBORN MAP**





Sanborn Insurance Map – 1952 updated to 1958 – page 297

**1213 WEST RAILROAD AVENUE**  
**1958 SANBORN MAP**

↑  
N  
No scale





1. Context along Railroad Avenue - looking east from Adams Street



2. Hobson Building, west end of Gallagher Building - looking east



3. Hobson Building, northwest corner, showing north and west facades



4. Hobson Building, northeast corner showing north façade - looking west



5. Center Bay, main loading doors at grade platform and second story bridge remnant





6. Context along Railroad Avenue - looking west at Gallagher Building from Jefferson Street



7. Context along alley between Second Avenue and Railroad Avenue - looking west at Gallagher Building from Jefferson Street



8. Hobson Building, southeast corner showing south façade - looking northwest



9. Hobson Building, southwest corner, showing south façade - looking northeast





10. Context along alley - looking east from Adams Street



11. View to east along the BNSF viaduct showing loading bridge platforms, ca. 2003



1. 1st Floor - looking south along west wall toward southwest corner

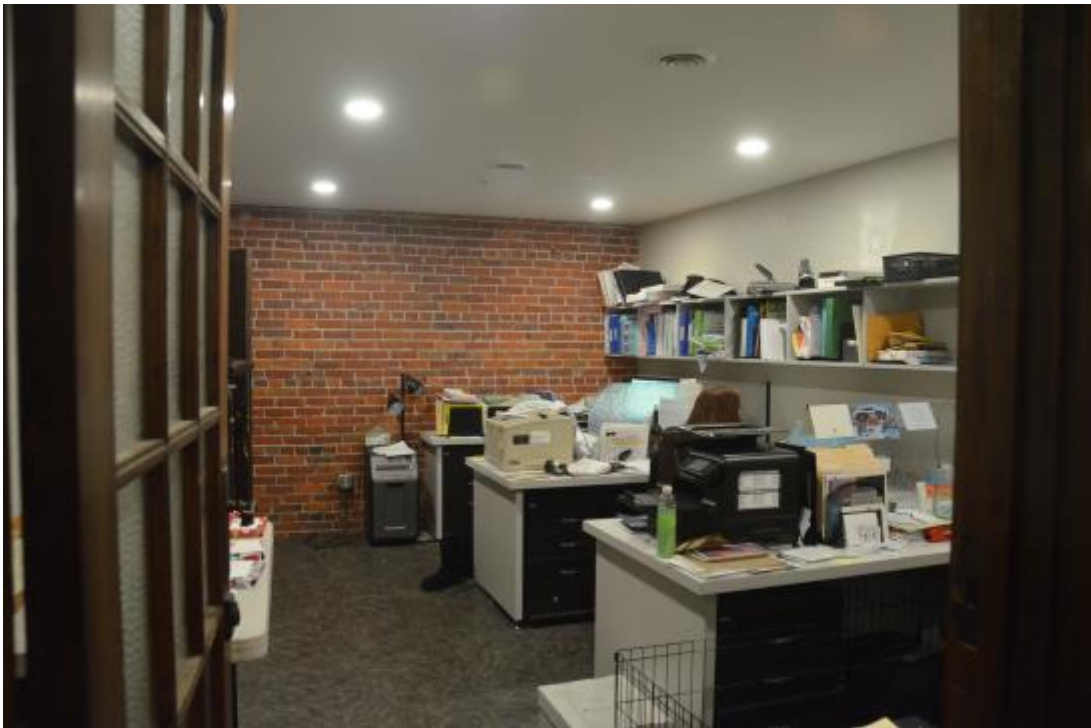


2. 1st Floor - looking southeast toward the southeast corner





3. Looking east toward restrooms and office



4. 1st Floor Office - looking east





5. 1st Floor - looking north toward tasting counter



6. 1st Floor - wine production area - looking northeast



7. Basement - looking north along west side bay



8. Basement - looking east along south wall





9. Basement - freight elevator - looking east



10. 2nd Floor - Freight elevator - looking east



11. 2nd Floor - looking east across south wall



12. 2nd Floor - looking north along central bay

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

05/07/2018

Date Rec'd

4/25/2018

Clerk's File #

OPR 2018-0281

Renews #Submitting Dept

PARKS &amp; RECREATION

Cross Ref #Contact Name/Phone

JONATHAN MOOG 625-6243

Project #Contact E-Mail

JMOOG@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1400 - VISIT SPOKANE MEMORANDUM OF UNDERSTANDING

Agenda Wording

Memorandum of Understanding with Visit Spokane to establish a regional information center in the former Fountain Café building

Summary (Background)

Riverfront Park requires a centrally located, guest service center. Visit Spokane desires a centrally located, regional information center. A regional information center was identified in the Master Plan. This proposed plan re-purposes Fountain Café for this use. The first term of the agreement ends December 2022. The agreement may then be renewed with three, two-year options.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

EADIE, LEROY

Other

PIES - 4/23/18

Finance

BUENING, MARK

Distribution ListLegal

DALTON, PAT

pclarke@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing



**MEMORANDUM OF UNDERSTANDING  
CONCERNING ESTABLISHING AND OPERATING A REGIONAL  
INFORMATION AND GUEST RELATIONS CENTER AT RIVERFRONT  
PARK**

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "**City**", and VISIT SPOKANE, whose address is 601w 1<sup>ST</sup> Avenue, Spokane, Washington 99201, as "**VS**". Hereinafter referenced together as the "**parties**", and individually a "**party**".

WHEREAS, Riverfront Park is a significant regional visitor destination; and

WHEREAS, the City of Spokane Parks and Recreation Department is desirous of providing guest relation services to the visitors of Riverfront Park and to re-purpose the building known as the Fountain Café beginning Spring of 2018; and

WHEREAS, Visit Spokane is desirous of providing regional information services from a 'brick and mortar' location;

-- NOW THEREFORE, the parties agree as follows:

1. TERM OF MOU.

The term of this MOU begins upon execution of this agreement, and runs for an initial period of five (5) years ("Initial Term") ending on December 31, 2022, and may be renewed with three (3), two (2)-year options unless amended by written agreement. This MOU may be terminated by either party for any reason upon giving the other party 30 days written notice. Options may be renewed upon successful completion of the Initial five (5) year Term and written agreement by both parties.

2. TAXES, FEES AND LICENSES.

Each party hereto shall be solely responsible for all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this MOU.

3. RESPONSIBILITIES OF CITY.

- A. Renovate existing interior cooking and serving areas of Fountain Café into a 'vanilla shell' including:
  - a. Replacement of the roll-up service windows with a store front entry;
  - b. Replacement of plastic wall paneling with finished sheetrock;
  - c. Removal of all kitchen equipment and applicable service or utility connections;



- d. Installation of HVAC system for year-round heating and cooling;
- e. Update building insulation to enable year-round occupancy.

- B. Regularly maintain, clean and re-supply existing attached public restrooms and maintain surrounding grounds;
- C. Provide all essential utility services including electrical, water, sewer, and trash;
- D. Provide one or more 30-minute parking stalls, construction and space availability permitting, for VS customers in closest available Park Department parking lot.
- E. Provide all necessary training and materials regarding Riverfront services and programs.
- F. City will include VS on routine security patrols.

4. RESPONSIBILITIES OF VISIT SPOKANE.

- A. Provide regional information services and Riverfront Park guest relation services including:
  - a. Serve as primary customer service desk for phone and in-person inquiries for Riverfront Park programs and services, and general park information. Forward inquiries to appropriate park staff.
  - b. Sell Riverfront Park memberships and tickets, and book private facility rentals through Riverfront Park-provided point-of-sales software. VS will only accept Credit Cards as valid sources of payment.
  - c. Assist with will-call functions as needed.
  - d. Serve as a centralized lost and found for items and guests. City will collect unclaimed items weekly.
  - e. Maintain regular and published schedule of hours of business throughout the calendar year. Schedules may fluctuate depending upon seasonal needs and the presence of large events in the Park.
- B. Provide interior design and construction of VS occupied area following completion of City-provided 'vanilla shell'. All costs associated with design and construction of interior VS occupied areas shall be the responsibility of VS.
- C. The parties recognize that the City Charter prohibits "permanent" commercial activities in Riverfront Park. To that end, VS, a non-profit organization, will engage in public service activities on behalf of the City of Spokane at no charge to the public. As part of and in furtherance of its public service work, VS may engage in incidental sales of branded items.
- D. VS agrees that any signs on the outside of the building as well as any signage on kiosks of other movable platforms on the courtyard area will complement Parks' RFP wayfinding standards. VS and City will work together to accomplish this. VS further agrees that VS will identify the Premises in its information services as "Riverfront



Spokane Guest Relations” or something similar as agreed to by City and VS, with the goal of including “Riverfront” or “Riverfront Park” whenever VS identifies the location.

5. PREMISES.

The City grants VS a non-exclusive and revocable license to enter and use certain portions of the Facility, building known as Fountain Café, as depicted on Exhibit A (the "Premises"), subject to the terms of this Memorandum. The Premises includes both the building and the outdoor courtyard space. It is the intent of this Agreement that both City and VS will share the courtyard space.

6. USE OF THE PREMISES.

- A. City and VS will share dual occupancy of premises as shown in Exhibit A. VS will have occupancy of the area identified as Phase 1 until renovation is completed on the U.S. Pavilion, expected fall 2019. After renovation is complete, VS shall have exclusive use of the front half of the premises identified as Phase 1 and Phase 2 for the remainder of the contract.
- B. City and VS will share and coordinate joint use of the patio area immediately east and in front of the premises. City agrees that VS can use the courtyard area (as described in the “Premises”) in concert with other patrons of Riverfront Park. VS may install a kiosk or map display in the courtyard area, but to accommodate potential uses of the area, such kiosk or map display should be portable. City has no plans to install any furniture improvements for the courtyard area.
- C. VS and the City agree to comply with all laws of the United States and the State of Washington, and all ordinances of the City of Spokane, Washington, and the rules and regulations of the City of Spokane Parks and Recreation Department applicable to the use and management of the Premises. It is VS’s responsibility to familiarize itself with these regulations.

7. FEES AND CONSIDERATION.

VS shall not pay any fees, rent, or charges for use of the Premises. In consideration for VS providing information services for City, City shall at its sole cost and expense design, permit, construct, maintain, and repair certain improvements to the Premises, as outlined in this MOU. The cost of designing, constructing, maintaining, equipping and operating the regional information and guest relation center shall be solely the responsibility of VS. All improvements made to the Premises by VS immediately become the property of the City; provided, all trade fixtures of VS which can be removed without damage to the Premises upon termination of this MOU shall remain the property of VS and may be removed upon termination of this MOU. The City shall be responsible for paying for utilities.

8. INDEMNIFICATION.

Each party to this MOU shall defend, indemnify and hold harmless the other party, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of each party’s negligent conduct in the performance of this MOU.

9. INSURANCE.

VS shall maintain a comprehensive or commercial general liability insurance policy, naming the City as additional insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. The policy shall provide not less than thirty (30) days written notice to the City of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The certificate shall be submitted to the City at the time the VS returns the signed Memorandum.

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

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

12. 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 Memorandum shall have or acquire any interest in it, 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 Memorandum.

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

13. SEVERABILITY. In the event any portion of this MOU should become invalid, the rest of the MOU shall remain in full force and effect.

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

CITY OF SPOKANE PARKS AND  
RECREATION DEPARTMENT

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

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

Attest:

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

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

Approved as to form:

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

VISIT SPOKANE

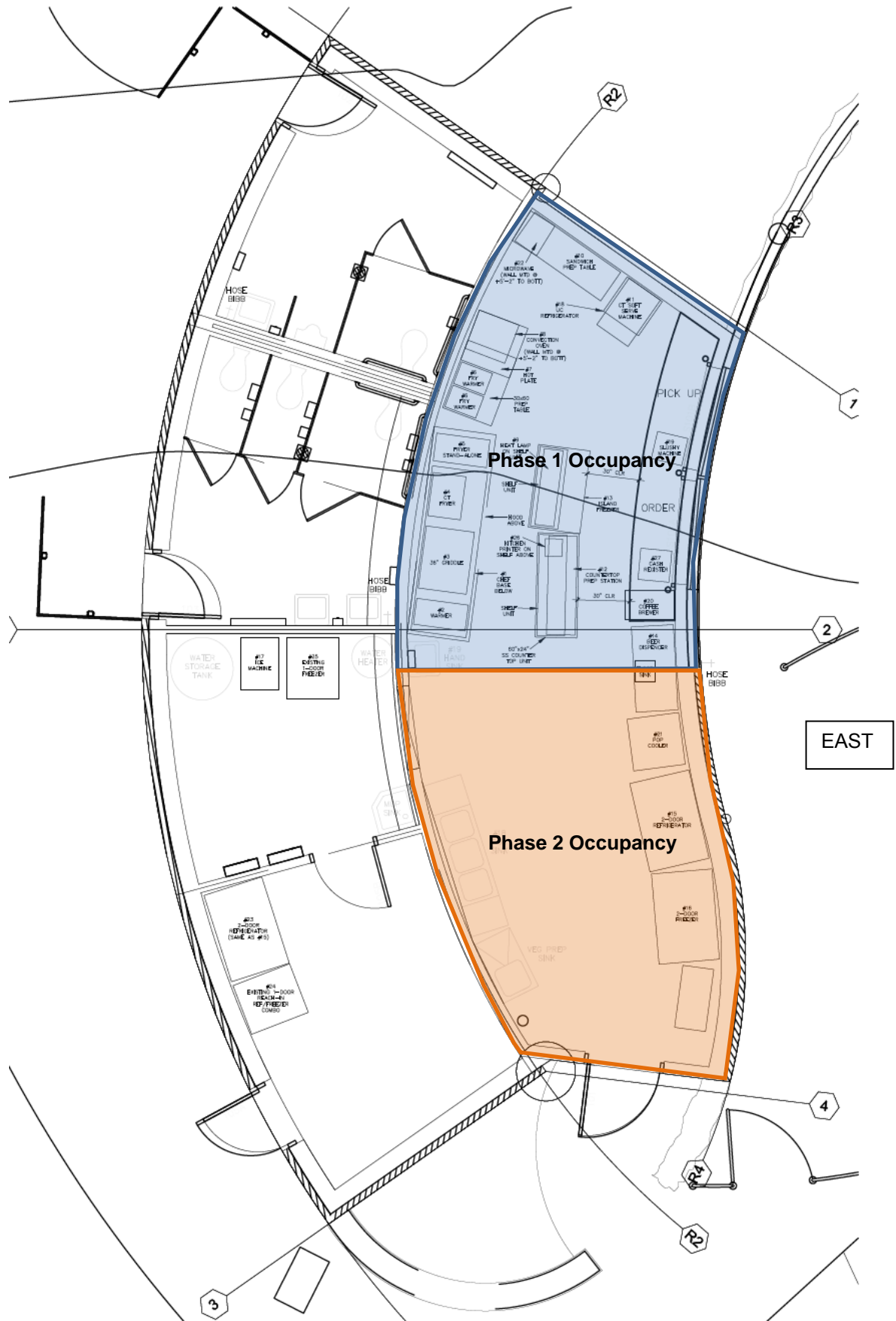
By: \_\_\_\_\_

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

Email Address:

\_\_\_\_\_

# Exhibit A Fountain Café Building



**BRIEFING PAPER**  
**City of Spokane**  
**Public Infrastructure, Environment and Sustainability Committee**  
**April 23, 2018**

---

**Subject**

Memorandum of Understanding with Visit Spokane to establish a regional information center

**Background**

Riverfront Park requires a centrally located, guest service center. Visit Spokane desires a centrally located, regional information center. A regional information center was identified in the Master Plan. This proposed plan re-purposes Fountain Cafe for this use. The first term of the agreement ends December 2022. The agreement may then be renewed with three, two-year options.

**Impact**

Visit Spokane will provide a customer service desk for phone and in-person inquiries for the park's programs and services, and general information. Guest services will include park memberships and ticket sales, booking private facility rentals, assisting with will-call functions, and a lost and found center. Anticipated labor savings to the City over a five-year period is estimated at \$219,000.

**Action**

Parks and Recreation is seeking approval from City Council to enter in to this five-year agreement with Visit Spokane and approval for future options to renew to be delegated to the Park Board. Anticipated opening is June 30, 2018.

**Funding**

\$130,000 in strategic investment funding was previously approved by Park Board to remodel the front half of Fountain Cafe into a 'vanilla shell' for the information center. Remodeling costs are estimated at \$109,000. Any delta to cover additional design construction costs will come from non-bond capital funds. Visit Spokane will provide funding for interior design of space and staffing to support both Visit Spokane services and Riverfront Park guest services.

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

05/07/2018

<u>Date Rec'd</u>	4/24/2018
<u>Clerk's File #</u>	ORD C35618
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0025
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	MARK BUENING 625-6544
<u>Contact E-Mail</u>	MBUENING@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	5900 - SPECIAL BUDGET ORDINANCE

**Agenda Wording**

Amending Ordinance No. C-35565, passed the City Council December 11, 2017, entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs".

**Summary (Background)**

The Parks Department is requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000 for upgrades to four City golf course irrigation systems and other on-course and off-course improvements. This amendment establishes a budget for the SIP loan for these capital improvements.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ 7,500,000	# 5901-79214-99999-38271-84113
Expense	\$ 7,500,000	# 5901-79214-94000-56301-99999
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MARCHAND, CRYSTAL	<u>Study Session</u> Urban Exp 3/12/18
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	leadie@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jkconley@spokanecity.org
Additional Approvals		gcooley@spokanecity.org
<u>Purchasing</u>		mhughes@spokanecity.org
		korlob@spokanecity.org

ORDINANCE NO C35618

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Asset Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Asset Management Fund, and the budget annexed thereto with reference to the Asset Management Fund, the following changes be made:

FROM:	5901-79214	Asset Management	
	99999-38271-84113	Loan Proceeds	<u>\$7,500,000</u>

TO:	5901-79214	Asset Management	
	94000-56301	Capital Expenditures	<u>\$7,500,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish a budget for the SIP loan related to capital improvements at the City's golf courses, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





**Agenda Sheet for City Council Meeting of:**  
04/09/2018

<b>Date Rec'd</b>	3/26/2018
<b>Clerk's File #</b>	RES 2018-0025
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	FINANCE & ADMIN
<b>Contact Name/Phone</b>	GAVIN COOLEY 6586
<b>Contact E-Mail</b>	GCOOLEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	5600 SIP LOAN FOR GOLF FUND COURSE UPGRADES

**Agenda Wording**

A resolution of the City of Spokane Washington relating to contracting indebtedness for upgrades to four City golf course irrigation systems and other on-course and off-course improvements

**Summary (Background)**

The Parks Department is requesting a loan from the Spokane Investment Pool (SIP) in the amount of \$7,500,000, to be repaid with facility impact fees attached to the green fees associated with each round of golf, with the 2018 loan disbursement to be in the amount of \$2,500,000 and additional draws as work progresses. The loan requested is for a 5-year maturity with, at the option of the City, two 5-year extensions, totaling a 15 year term. Interest at the standard SIP rate for a 5-year loan

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Expense \$ \$7,500,000		# 5901-79214-99999-38271-84113
Revenue \$ \$7,500,000		# 5901-79214-94000-56301-99999
Select \$		#
Select \$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	STOPHER, SALLY	<b><u>Study Session</u></b>
<b><u>Division Director</u></b>	DUNIVANT, TIMOTHY	<b><u>Other</u></b>
		Urban Exp 3/12/18
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	DALTON, PAT	leadie@spokanecity.org
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jkconley@spokanecity.org
<b><u>Additional Approvals</u></b>		gcooley@spokanecity.org
<b><u>Purchasing</u></b>		mhughes@spokanecity.org
<b><u>CITY COUNCIL</u></b>	MCDANIEL, ADAM	

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

05/07/2018

Date Rec'd

4/20/2018

Clerk's File #

ORD C35619

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 OFFICE OF POLICE OMBUDSMAN USE OF FORCE DASHBOARD SBO

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018.

Summary (Background)

This special budget ordinance moves \$35,000 from General Fund Unappropriated Reserves to the Office of Police Ombudsman for the purchase and implementation of a Use of Force Dashboard.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 35000

# 0100-99999-99999

Revenue \$ 35000

# 0030-11500-57200-53104-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

March 22

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

Bart Logue

For the Mayor

DUNIVANT, TIMOTHY

Crystal Marchand

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35619

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999- 99999-	General Fund (GF) Unappropriated Reserves	<u><b>\$ 35,000</b></u>
TO:	0030-11500- 57200-53104- 99999	Police Ombudsman (GF) Staff Services-Info Services-Software (Non-capitalized)	<u><b>\$ 35,000</b></u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need **to purchase/develop/implement a Use of Force Dashboard**, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

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

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

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

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

05/07/2018

<u>Date Rec'd</u>	4/23/2018
<u>Clerk's File #</u>	RES 2018-0036
<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 - RESOLUTION APPROVING OTIS HOTEL REIMBURSEMENT AGREEMENT

Agenda Wording

A Resolution Approving an Agreement Between the City and HOS AND BOZ, LLC Relating to Development and Renovation of the Otis Hotel, and Relating to Certain Public Infrastructure Costs.

Summary (Background)

Hos and Boz LLC plans to renovate the Otis Hotel into a 112-room hotel with 8,000 sf of retail/service uses and applied for a development incentive pursuant to the City's Projects of Citywide Significance program. Based on the findings of public benefits expected from the Project, the Project Review Committee recommended \$83,240.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$83,240.00	# 1920 30210 58700 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>
<u>Division Director</u>	KINDER, DAWN	<u>Other</u> Urban Experience 1/8/18
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	aworlock@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	htrautman@spokanecity.org
<u>Additional Approvals</u>		dkinder@spokanecity.org
<u>Purchasing</u>		sbishop@spokanecity.org
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	jrichman@spokanecity.org
		bcw@fishercgi.com
		curtis.rystadt@gmail.com

RESOLUTION NO. 2018-0036

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND HOS AND BOZ, LLC RELATING TO DEVELOPMENT AND RENOVATION OF THE OTIS HOTEL, AND RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

WHEREAS, in connection with plans to renovate the Otis Hotel into a 112-room boutique hotel with approximately 8,000 square feet of retail/service uses on the main floor in downtown Spokane (the "Project"), Hos and Boz applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Hos and Boz to renovate the Otis Hotel, the Project Review Committee recommended a financial incentive of \$83,240.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

WHEREAS, the City Council accepted the Project Review Committee's recommendation regarding Hos and Boz's incentive application on January 8, 2018 at the Urban Experience Committee meeting. Staff proceeded to prepare a reimbursement agreement with Hos and Boz, which is in the nature of a development agreement, setting forth the terms and conditions under which the \$83,240.00 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

WHEREAS, pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

WHEREAS, Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

WHEREAS, pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements obligating party to fund or provide infrastructure.

WHEREAS, the Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment,

shopping, and hospitality activities into downtown Spokane, and contributes to the public realm by providing additional street level amenities in the City's core..

WHEREAS, the City is specifically authorized to enter into development agreements with property owners pursuant to RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City's police power;

WHEREAS, the Project is consistent with the requirements of the City's Comprehensive Plan and applicable development regulations;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached Reimbursement Agreement are hereby adopted as the Council's findings in support of this Resolution.
2. The Reimbursement Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved as to form:

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

Exhibit A

Reimbursement Agreement



## REIMBURSEMENT AGREEMENT

---

### PUBLIC IMPROVEMENT COSTS

THIS REIMBURSEMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and Hos and Boz, LLC, an Oregon limited liability company licensed to do business in Washington, as "Hos and Boz, LLC" collectively referred to as the "Parties".

#### Recitals

A. In connection with plans to renovate the Otis Hotel building at 110 S. Madison Street into a 112 room boutique hotel with approximately 8,000 square feet of retail/service uses on the main floor in downtown Spokane (the "Project"), Curtis Rystadt, managing partner of Hos and Boz, LLC, the project developer applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Hos and Boz LLC to renovate the Otis Hotel building, the Project Review Committee recommended a financial incentive of \$83,240 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

B. Pursuant to Resolution 2017-0031 the City Council accepted the Project Review Committee's recommendation regarding Hos and Boz, LLC's incentive application, and authorized staff to negotiate and prepare a development agreement with Hos and Boz, LLC setting forth the terms and conditions under which the \$83,240 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

C. Pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

D. Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

E. Pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized to waive and/or provide credits against certain development fees.

F. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in terms of increased sales and property tax revenues, indirect benefits include encouraging the revitalization and utilization of historic and older commercial buildings in the City's core, providing a mixed-use development that brings employment, shopping, and hospitality activities into downtown Spokane, and contributes to the public realm by providing additional street level amenities in the City's core.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Construction of the Project. Hos and Boz, LLC shall, at no cost or expense to the City, diligently perform and fully complete construction of the Project according to approved plans and permits. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Hos and Boz, LLC.

2. Construction of Public Improvements. Hos and Boz, LLC will construct the following public improvements within the public right-of-way (the "Public Improvements"), subject to partial reimbursement by the City pursuant to the terms, limitations, and conditions of this agreement:

- Replacing the sidewalks in front of the Otis Hotel (areas on Madison & 1st Ave corresponding to the zero lot line of the Otis Hotel Property). This includes demo, filling the vault area under the sidewalks, tree wells, irrigation, electrical supplies, and sidewalk restoration, at an estimated cost of \$116,402.00.

3. Partial Reimbursement. Subject to the terms and conditions of this Agreement, the City agrees to reimburse Hos and Boz, LLC's costs associated with the Public Improvements identified in Section 2 above, up to but not exceeding Eighty Three Thousand Two Hundred Forty and 00/100 Dollars (\$83,240.00). The City will make payments to Hos and Boz, LLC, within sixty (60) days after the receipt of Hos and Boz, LLC's application for payment, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement.

4. Prevailing Wages Required. As a condition for reimbursement under this agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. All payments for labor will be based on approved Affidavit of Wages Paid. Hos and Boz, LLC and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of reimbursement under this agreement, comply with the following: Hos and Boz, LLC and all contractors and subcontractors will submit a

"Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

5. Inspection of Cost Records. Hos and Boz, LLC and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this Agreement.

6. Actual Material Costs. Reimbursement for any/all materials under this agreement shall be on the basis of the actual cost of Hos and Boz, LLC's contractors and subcontractors, without any markup. All payments for materials will be based on approved quantities as verified by City inspectors, and receipt of actual and verified material payment by the contractor.

7. Indemnity & Hold Harmless. Hos and Boz, LLC shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, the construction of the Public Improvements, unless caused directly or indirectly by the City's negligence or intentional misconduct.

To the extent necessary to enforce Hos and Boz, LLC's indemnification obligations hereunder, Hos and Boz, LLC hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

  
\_\_\_\_\_  
Hos and Boz, LLC Initials

\_\_\_\_\_  
City's Initials

8. Insurance. At all times prior to City's approval of the completed Public Improvements, Hos and Boz, LLC shall cause to be maintained in force at Hos and Boz, LLC's own expense, each insurance noted below.

A. Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds, but only with respect to the construction of the Public Improvements.

B. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Hos and Boz, LLC or its insurer(s) to the City.

C. Hos and Boz, LLC shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

D. All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that City may carry.

E. Hos and Boz, LLC shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Hos and Boz, LLC shall furnish acceptable insurance certificates to the City at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Hos and Boz, LLC fails to perform any of its obligations under this Section 8, the City may perform the same and may deduct such expenditures from its reimbursements to Hos and Boz, LLC under this agreement. The City makes no representations that the types or amounts of coverage required to be carried by Hos and Boz, LLC pursuant to this Section are adequate to protect Hos and Boz, LLC. If Hos and Boz, LLC believes that any of such insurance coverage is inadequate, Hos and Boz, LLC will obtain, at Hos and Boz, LLC's sole cost and expense, such additional insurance coverage as Hos and Boz, LLC deems appropriate.

## 9. Additional Terms.

A. Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter

enforce each and every such provision. Either party's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

- B. Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.
- C. Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party
- D. Compliance with Laws. The Parties hereto specifically agree to observe Federal, State and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement.
- E. 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, 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.
- F. Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.
- G. Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally or by certified mail. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.
- H. Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

- I. Headings. The article headings in this agreement have been inserted solely for purposes of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.
- J. All Writings Contained Herein. This agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.
- K. Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Hos and Boz, LLC will be solely with Hos and Boz, LLC. No agent, employee, servant or otherwise of Hos and Boz, LLC hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Hos and Boz, LLC are not entitled to any of the benefits that the City provides for City employees. Hos and Boz, LLC will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement.

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

CITY OF SPOKANE

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

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

Attest:


Approved as to form:

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

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

Dated: 4/3/2018

Hos and Boz, LLC

By:   
Title: owner



## Briefing Paper

### Urban Development Committee

<b>Division &amp; Department:</b>	Planning and Development Department, NBS Division
<b>Subject:</b>	Otis Hotel Project of Citywide Significance Incentive Recommendation
<b>Date:</b>	January 8, 2018
<b>Author (email &amp; phone):</b>	Andrew Worlock ( <a href="mailto:aworlock@spokanecity.org">aworlock@spokanecity.org</a> ; 625-6991)
<b>City Council Sponsor:</b>	Ben Stuckart, Council President
<b>Executive Sponsor:</b>	Gavin Cooley, CFO
<b>Committee(s) Impacted:</b>	Urban Development
<b>Type of Agenda item:</b>	X 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)	The project is aligned to the Strategic Plan (Encouraging Private Investment: Partnering with large investors to support catalytic development projects); the City's adopted Economic Development Strategy (Council Resolutions 2015-0084 and 2015-0101) and the Projects of Citywide Significance Incentive Policy (Council Resolution 2016-0036; ADMIN 0650-16-02)
<b>Strategic Initiative:</b>	Economic Growth
<b>Deadline:</b>	NA
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Reimbursement agreement between City of Spokane and project sponsor to document the City's agreement to participate in the cost of financing public improvements and/or to waive or provide credits against certain development fees related to the Otis Hotel redevelopment. The cities' participation will encourage private investment in the project and result in both direct and indirect public benefits.
<b>Background/History:</b> The Otis Hotel is an historically significant five story brick building located in the West End area of Downtown Spokane at 110 S. Madison Street. Originally constructed in 1910 as a single room occupancy hotel, the building has been vacant for the last 10 years and has suffered from deferred maintenance and vandalism. The applicant, Curtis Rystadt (via 110 S. Madison Realty, LLC) acquired the property on June 27, 2017 and is renovating the building to establish a new 112 room boutique hotel with approximately 8,000 square feet of retail/service uses including a casual dining restaurant/brewpub. The project improvement costs are estimated to be \$7,000,000. The applicant is pursuing historic designation and is expected to utilize the local Historic Preservation Special Valuation incentive which could provide approximately \$760,300 of savings over the ten years the property will be enrolled in the program and receive the special valuation incentive. The project is also eligible for General Facility Charge (GFC) waivers and the Urban Utility Installation incentive and the applicant has been encouraged to pursue CDBG funding for economic development through the CHHS Department.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>The project has been evaluated in accordance with the Projects of Citywide Significance Incentive policy and has been found to be eligible for an incentive award based on the significant public benefits that will result from the project as outlined in the attached staff report.</i></li> <li><i>The Project Review Committee recommends the City participate in the cost of eligible public improvements related to the project in the amount of \$83,240. Funding will be provided from the Financial Partnership Portfolio Fund.</i></li> <li><i>A Reimbursement Agreement will be prepared to document the City's participation and will be brought forward to Council approval as a consent agenda item (contract) at a later date.</i></li> </ul>	
<b>Budget Impact:</b> \$83,240.00	

Approved in current year budget? ☒ Yes ☐ No  
Annual/Reoccurring expenditure? ☐ Yes ☒ No  
If new, specify funding source: Financial Partnership Portfolio Fund, SMC 07.08.150  
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No  
Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

## Otis Hotel

### PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 57

Incentive Value: \$83,240

Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

☒ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.

☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:

---

---

---

---

---

---

---

---

Project Review Committee Members:

  
Ben Stuckart, City Council President

Date:

12/8/17

  
Amber Waldref, City Council

Date:

12/8/17

  
Rick Romero, Office of the Mayor

Date:

12/8/17

  
Jonathan Mallahan, Director  
Neighborhood and Business Services Division

Date:

12/8/17

cc: Lisa Key, Director, Planning & Development  
Applicant

## Otis Hotel

### Projects of Citywide Significance

#### Staff Report and Recommendation

December 3, 2017



#### Staff

Andrew Worlock  
Planning & Development Services  
Economic Development Section

#### Applicant

Curtis Rystadt  
Hos and Boz, LLC  
4426 SW Hillside Dr.  
Portland, OR 97221

### Introduction

The City of Spokane's Projects of Citywide Significance program is designed to help incent and encourage significant private development projects that add lasting value to the City and achieve measurable positive impacts by bringing new livable wage jobs, generating tax revenue, and advancing the community's visions. The program was created by Spokane City Council, Resolution 2015-0101 and follows the Projects of Citywide Significance Incentive Policy administrative procedures contained within City of Spokane Administrative Policy and Procedure, Admin 0650-16-02.

### Project Description

The Otis Hotel is being redeveloped into a 112 room boutique hotel with approximately 8,000 square feet of retail/service uses on the main floor. Please see applicant's submittal information for more details.

### Location & Context

The Otis Hotel Building is located in the West End area of Downtown Spokane at 110 S. Madison Street, the southwest corner of the Madison Street and 1<sup>st</sup> Avenue intersection. Originally built in 1910 as a single-room occupancy (SRO) hotel, the five story brick building is historically significant and is eligible for listing on the local and national historic registers. The building has been vacant for the last 10 years through which time it has suffered from long deferred maintenance, vandalism and continued deterioration problems. Through the 1990's, the West End of downtown had a reputation as unsafe, plagued by criminal activity mostly centered around alcohol, substance abuse and prostitution. While that reputation has largely fallen away with the reinvestment that has occurred in the area since then, the vacant Otis Hotel building anchors a small group of properties in the "West End" of downtown that have continued to languish while other properties in the area have been renovated and returned to productive use. Renovation of the Otis Hotel is seen as key to the continued revitalization of this area turning a blighted liability into an asset, providing jobs and increasing tax revenue.

### Other Incentive Awards or Programs Available to the Project

The Otis Hotel, by virtue of its historic significance and location in Downtown Spokane Target Investment Area is eligible for and likely to receive City incentives in addition to the Projects of Citywide Incentive. The following provides a summary of these incentives. Where known, actual values are used. Otherwise staff has used the best available information to estimate the value of the incentives to the project.

- **Historic Preservation Special Valuation:** **\$760,300** (estimate)  
10 year property tax abatement value based on value of qualified improvements. (For this project, the value is estimated @ 80% of \$7M improvements X 13.63/1000 levy rate X ten years).

If new connections are needed to City sewer or water mains, the project could also qualify for GFC waivers (waives system development charges for new sewer and water connections), Urban Utility Installation program (financial assistance for up to \$40K for new water or sewer service lines), and Historic Commercial Utility rate clarification policy (maintains commercial utility rate for buildings converted residential uses). The project is also eligible for CDBG funding assistance for infrastructure improvements (such as sidewalk repairs or similar improvements).

## Financial Partnership Portfolio Evaluation Matrix

### Project Based Incremental Revenue

This category measures the project's contribution to City revenue and potential return on investment. To receive any points in this category, a project must generate a three year total incremental revenue value of at least \$250,000. The three year total incremental revenue resulting from the project is estimated at \$232,403. Therefore, **0 points are awarded to the project in this category.**

### Job Creation

The completed project is expected to create approximately 27 new positions, not including the retail or restaurant. Based on the wage information provided by the applicant in supplemental email, it is estimated that 30% of the jobs will pay more than 130% of median per capita income (equal or greater than \$31,200 annual salary or \$15/hour wages). Based on this, the job creation points (4 points for between 25 to 49 jobs) are multiplied by 3 (the living wage job creation multiplier when 20 – 39% of jobs meet the living wage standard) resulting in a **category score of 12 points.**

### Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- |                                |          |
|--------------------------------|----------|
| • Transit Oriented Development | 5 points |
| • Mixed Use Development        | 5 points |
| • Historic Preservation        | 5 points |
| • Adaptive Reuse               | 5 points |
| • Blight Removal               | 5 points |

**Total Category Score:**

**25 points**

### Industry Cluster Advancement

The proposed use is part of the tourism industry, an identified priority industry cluster. **The resulting category score is 10 points.**

### Geographic Priority Areas

The project is located in the Downtown Target Incentive Area. **The resulting category score is 10 points.**

### Special Considerations Bonus

None.

**Total Project Matrix Score: 57 points.**

### Incentive Value Calculations

The project's total matrix score (57 points) and 3-year revenue return to the City (\$232,403) are used to calculate the incentive value for the project as shown in the Table II below. By scoring in the medium category (55 to 69 points) the project warrants a base incentive of **\$60,000** plus **10%** of the three year revenue (\$23,240) for a total incentive value of **\$83,240.**

**Table II. Matrix Score**

<b>Values-Based Score</b>	57
<b>Revenue (3-Year)</b>	\$ 232,403

<b>Point Score:</b>	<b>Base Incentive</b>	<b>ROI Multiplier</b>	<b>ROI-Based Incentive</b>	<b>Total Incentive</b>
85+	\$100,000	20%	\$46,481	\$146,481
70	\$80,000	15%	\$34,860	\$114,860
55	\$60,000	10%	\$23,240	\$83,240
40	\$40,000	5%	\$11,620	\$51,620
<40	\$0	0%	\$0	\$0

## Recommendation

Staff finds that the project will provide significant public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of \$83,240 towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

Upon the Project Review Committee's final determination of project score and level of financial partnership eligibility, staff and the project proponent will prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

## Authority

### **City of Spokane Administrative Policy and Procedure, Admin 0650-16-02 Projects of Citywide Significance Incentive Policy**

Section 5.0 Policy: Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

**Procedure**

**6.1 Application:** Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

**6.2 Determination of Qualification:** Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

**6.3 Evaluation of Qualified Projects:** Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

**6.4 Determination of Financial Incentive Value:** The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

**6.5 Development Agreement:** Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

**6.6 City Council Approval:** The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.



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

05/07/2018

Date Rec'd

4/24/2018

Clerk's File #

RES 2018-0037

Renews #Cross Ref #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320- POLICY FRAMEWORK FOR SPECIAL EVENT PERMIT PROCESS CHANGES

Agenda Wording

A resolution regarding City policy for approval of special event permits.

Summary (Background)

City staff have indicated that they are working on changes to the City's special event permitting process. This resolution sets some simple guidelines for what those process changes should entail, including equality of treatment for events regardless of size, and ensuring that cultural events and parades receive support and consideration.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PIES Comm., 4-23-2018

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## **RESOLUTION NO. 2018-0037**

A Resolution regarding City policy for approval of special event permits.

**WHEREAS**, the City Council has the duty to ensure that conditions within the City of Spokane are conducive and supportive of new and expanded economic and cultural activity and to enhance the quality of life of Spokane's residents; and

**WHEREAS**, the City's Comprehensive Plan requires the City to "[p]romote downtown Spokane as the economic and cultural center of the region (goals ED 3.10 and N 1.1), "[i]ncrease the number of public gathering spaces within neighborhoods" (goal N 7.1), "[p]romote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas" (goal DP 4.2), "[e]ncourage public and private participation in and support of arts and cultural events in recognition of their contribution to the physical, mental, social, and economic wellbeing of the community" (goal SH 3.1), and "[s]upport celebrations that enhance the community's identity and sense of place" (goal SH 3.8); and

**WHEREAS**, the City's strategic plan states the City's goals to "[i]ncrease and embrace diversity," "[m]arket Spokane's urban advantages and experiences", "[a]dvance downtown as [the] region's largest and strongest center," "[s]upport arts and cultural activities," and to increase our City's social capital, all of which are advanced by encouraging and supporting all special events in Spokane; and

**WHEREAS**, special events are a very good way to attract visitors to Spokane, but they are also crucial components of the kind of increased vitality and type of urban experience we seek for our residents as well; and

**WHEREAS**, Spokane is the urban hub of the region, and people come to Spokane for an urban experience, which means that the City of Spokane has a unique role to play; and

**WHEREAS**, annual special events such as Hoopfest, Elkfest, parades, Terrain, Bloomsday, and many others, make vast positive contributions to the high quality of life we enjoy in Spokane; and

**WHEREAS**, this high quality of life and increasing urban vitality and energy are key competitive advantages as Spokane seeks to attract new investment, new visitors and conventions, and new and expanded business and cultural activity within the City of Spokane which can spur additional economic growth, improve neighborhoods, increase property values, increase tax collections, and raise wages and median income; and

**WHEREAS**, it is essential to ensure that special events are permitted in a streamlined, fair, and publicly accessible manner which encourages and fosters innovative and creative ways for people to enjoy the highest possible quality of life and the very best cultural and recreational opportunities available anywhere.

**NOW, THEREFORE, BE IT RESOLVED** that it is the policy of the City of Spokane that the City's special events permitting process shall put all of the following principles into action:

- All special event permit requests shall be considered under the same criteria, regardless of size, length of tenure in Spokane, type of activity (i.e., arts, culture, athletic, recreational, etc.), or sponsoring entity, except that the City shall provide greater leeway for not for profit events that are primarily for free expression protected under the First Amendment.
- Street closures shall be made available for all special public events on equal terms, and street closures may be denied only if no other arrangement is possible to provide absolutely necessary life safety protections
- All fees and charges shall be reduced for events which meet standards of environmental responsibility (such as the availability of recycling, bicycle parking, encouragement of the use of transit, biking and walking to the event, etc.)
- Cost-sharing for Police and other public safety services shall be made available for all events that are open to the public, on a non-discriminatory basis, regardless of the size of the event. Not for profit or non-profit entities may receive a higher level of cost-subsidy, especially if the event is primarily for free expression protected under the First Amendment.
- Because Spokane is the hub of our region's economy, all special public events which occur in Spokane, no matter how large or how small, are "events of regional significance"

**BE IT ALSO RESOLVED** that the Council requests that City staff produce an ordinance or set of ordinances for Council adoption which implement these principles.

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:**

04/23/2018

Date Rec'd

4/11/2018

Clerk's File #

ORD C35469

Renews #

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

First Reading Ordinance

Requisition #

Agenda Item Name

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.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

KINDER, DAWN

Other

Urban Experience

Finance

BUSTOS, KIM

Distribution ListLegal

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

sbishop@spokanecity.org

CITY COUNCIL

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:**

04/30/2018

Date Rec'd

4/18/2018

Clerk's File #

ORD C35615

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

LORI KINNEAR 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 PROTECTION OF PUBLIC LANDS AND PROPERTIES ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

Summary (Background)

See attached legislative findings, description of ordinance, and fiscal impacts.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

April 12

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

Mary Muramatsu

For the Mayor

DUNIVANT, TIMOTHY

Lori Kinnear

Additional Approvals

Justin Worthington

Purchasing

Kelly Keenan

CITY COUNCIL

MCDANIEL, ADAM

## ORDINANCE NO. C35615

An ordinance relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

WHEREAS the City of Spokane exercises control and stewardship of a great number of public lands and properties within its geographical boundaries;

WHEREAS these properties contain an abundance of trees, vegetation and wildlife essential to the city's and health and natural beauty; and

WHEREAS among the public lands and properties over which the City exercises stewardship is the Spokane River and its shorelines; and

WHEREAS Chapter 17E.060.030 SMC seeks to achieve preservation and maintenance of the river, the shoreline and conservation areas through environmental standards that protect the public health, safety and welfare by providing protection for environmentally sensitive areas from development that may negatively impact conservation areas and the river; and

WHEREAS all persons desiring to develop, construct, improve or otherwise impact these public lands and natural areas are subject to strict environmental standards through regulation under Chapter 17E SMC and state law; and

WHEREAS people enter onto these lands and properties and damage trees and injure naturally occurring vegetation; and

WHEREAS such persons are not similarly subject to any comparable regulations or standards on the very same lands and properties; and

WHEREAS additional local regulations are necessary for the protection of these public lands and properties to address the harmful effects of extended human activity; and

WHEREAS the City of Spokane spends significant time and resources on the regular cleanup of rubbish and solid waste from human activity in parks, along trails and on the banks of the Spokane River; and

WHEREAS trees, foliage and other vegetation is damaged as harmful human activity is conducted on public lands, including the shoreline and banks of the Spokane River;

WHEREAS unregulated and uncontained fires from camping on river banks, in conservation areas and on public lands and properties over which the City exercises control and stewardship endangers such properties and causes irreparable harm to their trees and vegetation and can put surrounding neighborhoods in danger; and

WHEREAS negative environmental impacts from unregulated human activity on public lands include contamination from improper disposal of solid waste, detergents and fuels and particulate and chemical pollution of the air from open fires and use of improper fuels; and

WHEREAS the public health impacts also includes a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property, on riverbanks where such human waste is likely to negatively affect the water quality, and on the public rights-of-way where a lack of solid waste disposal facilities causes an accumulation of human waste, litter, garbage and other debris; and

WHEREAS the damage to public lands and property from unregulated human activity affects the community at large, put their safety at risk and impacts the economic and aesthetic value of such lands and properties;

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

**Section 1.** That there is adopted a new article and section to read as follows:

## **Article VI Protection of Public Lands and Properties**

### **12.02.1000 Purpose**

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

### **12.02.1002 Definitions**

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" or "camping" shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one's personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. ~~These activities constitute camping when it reasonably appears, in light of all the circumstances, that a persons is using public property as a living accommodation, regardless of their intent or the nature of any other activities in which they might also be engaging, and there is no available shelter space. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~
- B. "Public property" shall mean any property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.
- C. "Public Tree" is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. "City-owned property" does not refer to the right-of-way.
- D. "Street tree" means any tree or shrub located within the public right-of-way.

#### **12.02.1004 Injury to Tree on Public Property - Violation**

No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in SMC 12.02.914.

#### **12.02.1006 Unlawful Burning on Public Property**

- A. A person is guilty of unlawful burning on public property if he or she knowingly causes a fire on public property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.

- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

#### **12.02.1008 Unlawful Disposal of Litter on Public Property**

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.

#### **12.02.1010 Unauthorized Camping on Public Property – Violation**

- A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.

#### **12.02.1012 Severability**

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

**Section 2.** SMC Chapter 10.08B is hereby repealed.

---

## PROTECTION OF PUBLIC LANDS AND PROPERTY

Adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code.

Briefing Paper and Fiscal Note – Council Study Session

---

### **DESCRIPTION**

Sets regulations for the protection of public lands and properties within the City:

- Sets forth a commitment by the City of Spokane to protect its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including parks, trees, natural areas, conservation lands and the Spokane River from potential health and safety hazards which result from unregulated human activity. Set regulations against conduct that harms these natural assets.
- Makes it a misdemeanor to knowingly cause a fire on public property.
- Establishes the infraction of injuring a tree on public property, cross referencing SMC 12.02.914: No person may destroy, injure, or deface any street tree or public tree on public property by any means, as provided in SMC 12.02.914.
- Makes it a misdemeanor to camp in or upon any public property, on conservation lands or in natural areas of the river or its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.
- Prohibits unlawful disposal of litter on public property: “No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.”
- For the violations that are misdemeanors, sets the legislative mandate that individuals subject to enforcement shall be cited and released rather than being booked into jail. Exceptions are where individuals are subject to custodial arrest under RCW 10.31.100.
- Establishes that individuals subject to enforcement shall be directed to community court. This would not apply to those persons who do not meet the criteria for acceptance into community court.





## **BACKGROUND**

The City of Spokane invests substantial amounts of money and city personnel on the regular cleanup of garbage and solid waste from camping on public properties throughout the city<sup>1</sup>. The problem is widespread and as complex as the types of affected properties. Citizen complaints in the form of calls to 311 and to Crime Check illuminate camping activity in neighborhood parks, behind houses, on sidewalks, along trails and on the banks of the Spokane River. Public health and safety concerns related to these camps have prompted city departments to send crews of personnel to cleanup garbage and solid waste from the area. These efforts have not only been costly, but have brought to light far more than a problem of mere unwanted litter. Behaviors associated with unregulated human activity have resulted in a variety of problems that include, but are not limited to, uncontained fires, damage to trees and landscaping, contaminated hypodermic needles left out on open lands, and damage to critical infrastructure such as bridges and streets. This ordinance seeks an effective remedy to protect our city's public lands and property from the injurious effects of unregulated human activity on these assets while directing violators to the community court docket where housing needs can be addressed and services provided.

The City of Spokane exercises control and stewardship of a number of public lands and properties within its geographical boundaries. These properties consist of natural assets including the river, trees and parks, all essential to the city's health and natural beauty. The upkeep and maintenance of the city's streets, parks, trails and riverbanks represent a significant investment in city personnel. Despite multi-department efforts and tens of thousands of dollars, public lands and properties across the city are continually at risk from a variety of unregulated activities. This problem makes additional regulations necessary to protect these lands and properties and to mitigate the harmful effects of extended human activity.

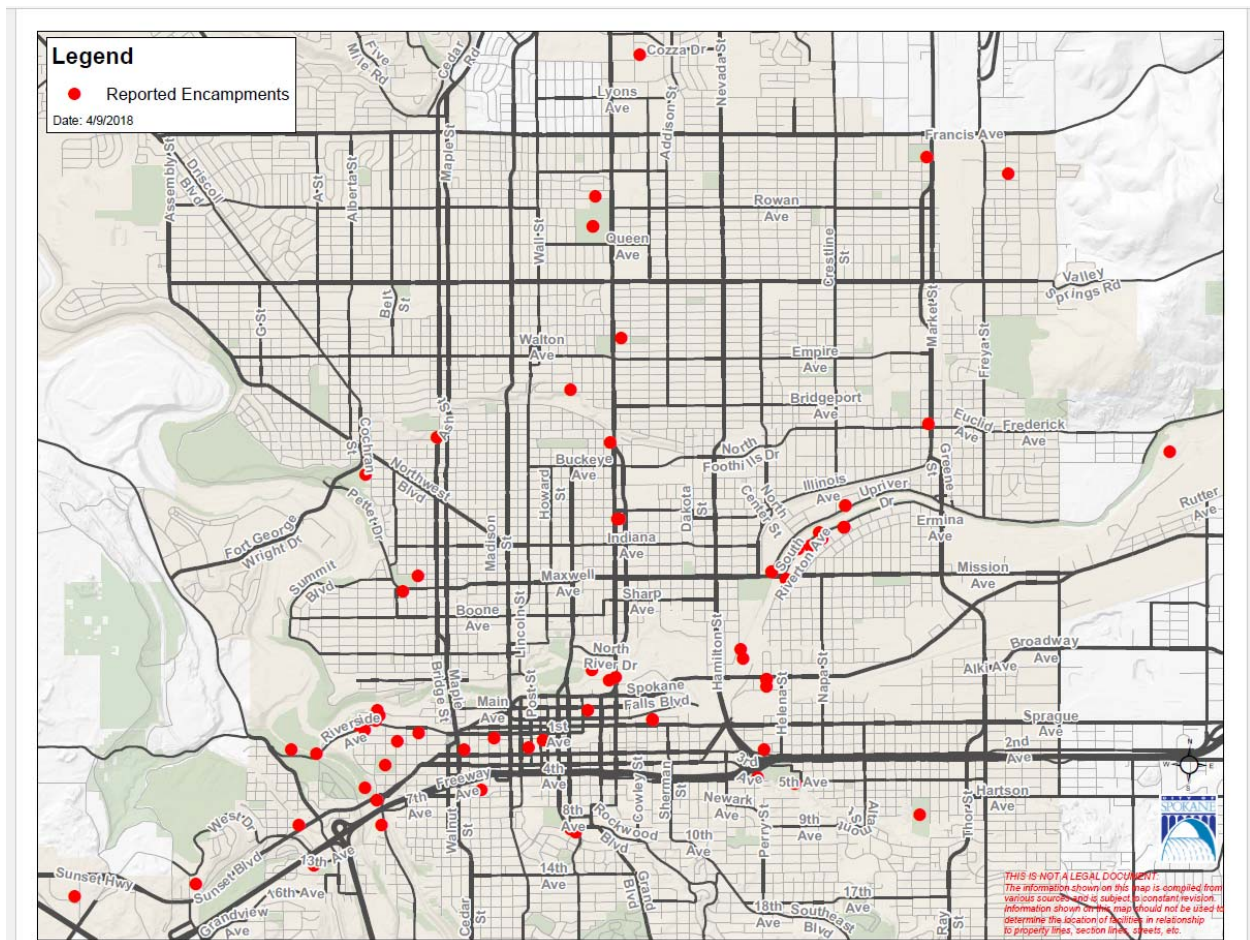


---

<sup>1</sup> City departments that respond to camps cleanup include: Solid waste, Code Enforcement, Parks and Recreation, Police, Streets and Community Housing and Human Services.



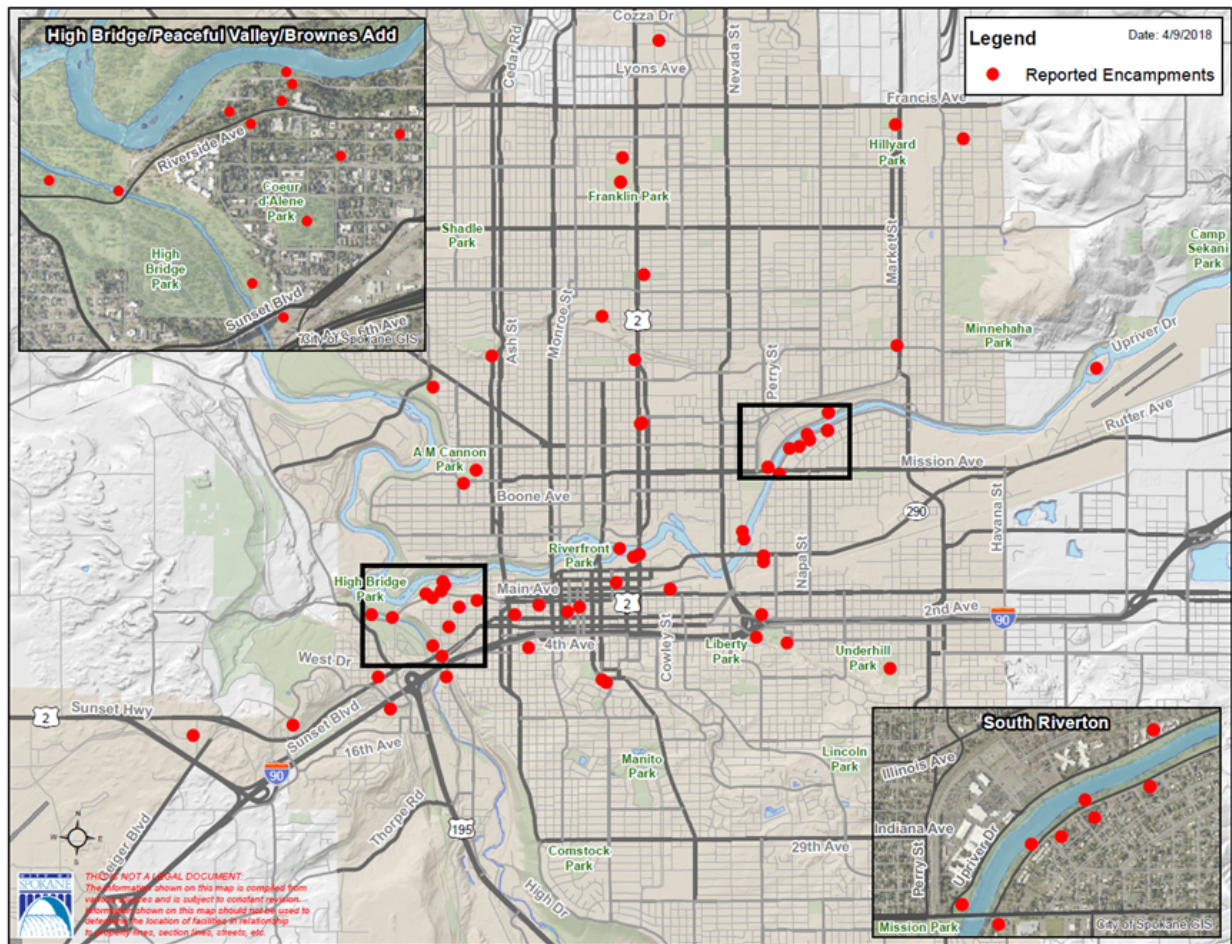
A. Map of Camps 2017



B. The Spokane River

Among the public lands and properties over which the City exercises stewardship is the Spokane River and its shorelines. Chapter 17E.060.030 SMC seeks to achieve preservation and maintenance of the river, the shoreline and conservation areas through environmental standards that protect the public health, safety and welfare by providing protection for environmentally sensitive areas from development that may negatively impact conservation areas and the river. Under this section, persons desiring to develop, construct, improve or otherwise impact these public lands and natural areas are subject to strict environmental standards through regulation under Chapter 17E SMC and state law.

The public trust doctrine bestows the right of navigation and its incidental rights of fishing, boating, swimming and other related recreational purposes generally regarded as corollary to the right of navigation and the use of public waters, but people entering onto the river banks for extended periods of time bring with them a high volume of items and materials, and they engage in activities, such as burning, that damage trees and injure naturally occurring vegetation. Such persons are not subject to any comparable regulations or standards regarding camping and all of its harmful effects on the very same lands and properties.







### *C. Uncontained Fires*

Unregulated and uncontained fires from camping, whether on river banks, in parks or on other public lands and properties over which the City exercises control and stewardship, endangers such properties and causes irreparable harm to their trees and vegetation and can put surrounding neighborhoods in danger. Each year, the Spokane Fire Department reports to the National Fire Protection Association the number of brush, grass, or wild land fires occurring in the city. Over the past six years, numerous fires have required active fire department response to extinguish uncontrolled burning from fires in the public lands throughout the city.

Year	Brush Fires in the City
2017	101
2016	97
2015	91
2014	94
2013	67
2012	102

### *D. Parks and Other Public Lands*

In public parks, the grassy areas of parks are often trampled, landscaping destroyed and sprinkler heads regularly kicked off by individuals thwarting the upkeep of such areas as a way of sustaining specific locations for outdoor living and ensuring a dry space to camp. In some instances, park authorities have had to make adjustments to the watering schedule to avoid

confrontations from groups of campers. Other public areas, such as in the formerly landscaped areas next to I-90, faced the same issues and grass in those locations eventually dried up and sprinkler heads were not replaced.



#### *E. Human and Solid Waste and other Contaminates*

Additionally, negative environmental impacts from encampments on public lands include contamination from improper disposal of solid waste, detergents and fuels and particulate and chemical pollution of the air from open fires and use of improper fuels. Public health impacts also include a lack of proper sanitary facilities creating a situation where individuals have commonly and openly urinated and defecated on public property, on riverbanks where such human waste is likely to negatively affect the water quality, and on the public rights-of-way where a lack of solid waste disposal facilities causes an accumulation of human waste, litter, garbage and other debris.

#### *F. Summary of Legal Considerations*

Protecting public property is a valid exercise of police power because it promotes public health and safety (Wa. Const. art. XI, § 11), and a law is a reasonable exercise of police power if it promotes public safety, health or welfare and bears a reasonable and substantial relation to accomplishing the purpose pursued.” *City of Seattle v. Montana*, 129 Wash.2d 583, 591, 919 P.2d 1218 (1996). The protection of public lands and property is a proposed ordinance that is justified by Spokane’s need to protect the health and welfare of its river, its parks and conservation lands as well as for the safety of the public overall. Moreover, it bears a reasonable relationship to its intended purpose. *State ex rel. Faulk v. CSG Job Ctr.*, 117 Wash.2d 493, 816 P.2d 725 (1991). A city may control the use of its property so long as the restriction is for a lawful nondiscriminatory purpose. See *State v. Blair*, 65 Wash.App. 64, 67, 827 P.2d 356 (1992) (citing *Adderley v. Florida*, 385 U.S. 39, 47, 87 S.Ct. 242, 247, 17 L.Ed.2d 149 (1969)).

It is also in the interest of public health and safety that individuals without housing be directed to emergency shelters and other services. Adhering to constitutional standards, city police officers would be required to consider whether there is available shelter space before taking enforcement action. Where there is no available shelter space, it would be impossible for some individuals to comply with this ordinance and therefore police officers would not have legal authority to issue citations or require campers to move. Jones v. City of Los Angeles, 444 F.3d 1118 (9th Cir. 2006), vacated, 505 F.3d 1006 (9th Cir. 2007).

Violators would not be booked into custody upon arrest, but rather referred to community court and issued a summons.

## **FISCAL ANALYSIS**

### **A. Assumptions**

- A percentage of violators will be diverted to community court and will therefore no longer be camping. With this reduction in camping, the number of camp referrals to the police is reduced, allowing NROs to focus on other areas in their neighborhoods.
- Fewer campers will result in less refuse and less biohazard related issues, which in turn reduces the amount of time and money that city departments spends picking up and disposing the refuse, and the time that police spend providing safety backup.
- Fewer camps reduces the potential for fires.
- Fewer calls to 311 and fewer referrals to all involved departments tasked with handling the camps.
- Potentially reduction in calls for service from neighborhoods on a variety of complaints related to safety arising from camping.
- Potential increase in demand for housing, MHP services, treatment for drug or alcohol abuse, job training, etc.
- The Spokane Municipal Court will continue to operate a Community Court to address the needs of misdemeanants who commit low-risk quality-of-life crimes.
- Community Court will continue to use incarceration sparingly as a sanction with a heavy emphasis on non-jail options.
- Police will take no enforcement action at times when emergency shelters are at capacity and unable to accommodate campers.
- Assuming the shelters have capacity to provide temporary shelter, most campers will voluntarily relocate to emergency shelters without being cited under this ordinance.

### **B. Fiscal Impacts - 2017**

Complaints about camps are referred through Community Housing and Human Services, which then organizes a multi-agency effort to undertake cleanup.

#### **1. Community Housing and Human Services (CHHS)**

One CHHS staff person spends, on average, 1 hour per day (20 hours a month) on encampment response. That includes the following activities:

- Reviewing new encampment notifications in CRM

- This includes the time to ensure that the necessary information for a good referral out is included in the report and ensuring that new reports are not duplicates of existing ones.
- Drafting notifications of new encampments for the response team(s)
- Reviewing additional comments/complaints on existing encampments in CRM
- Following up on existing reports with 311, SPD, Parks, Code, Outreach, and other City entities
- Updating reports in CRM with new information from 311, SPD, Outreach, and the various cleanup crews involved
- Responding to complaints and inquiries from the Mayor's Office, City Council staff, and the public about highly visible or otherwise problematic encampments
- Responding to ad hoc requests for reports and information from City entities on encampments
- Attending ad hoc meetings around the homeless encampment response process

**Partial spreadsheet of camps from 2017:**

Created On	Location Address	Parcel Number
10/26/2017 12:52 PM	504 S Coeur D' Alene St	25242.1410
10/30/2017 8:59 AM	3800 E. Central	
10/30/2017 9:09 AM	1924 E. 1st	
10/30/2017 9:10 AM	E. South Riverton Ave. & Lee St.	
10/30/2017 9:28 AM	1418 E. Trent Ave	35163.2116
10/30/2017 12:34 PM	Crestline and E. South Riverton	
11/1/2017 11:26 AM	11 E Ermina St	35083.3408
11/1/2017 2:47 PM	Stone and E. South Riverton	35094.0810
11/2/2017 8:31 AM	2121 e Upriver Dr	35094.0176
11/2/2017 10:39 AM	15 N Grant St (Riverside & Grant) Parcel #35173.1301	35173.1301
11/2/2017 12:52 PM	1904 E South Riverton Ave	
11/2/2017 2:04 PM	1503 S. Rustle	
11/7/2017 8:25 AM	402 N Perry St	
11/8/2017 3:59 PM	2422 W Riverside	25133.2013
11/9/2017 9:28 AM	1700 - 1800 E South Riverton	35093.0008
11/9/2017 10:58 AM	Franklin Park, south parking lot	36314.0001
11/9/2017 1:41 PM	2209 W Clarke Ave	25133.1717
11/13/2017 8:27 AM	2230 W Riverside Ave	
11/13/2017 5:05 PM	9th and Washington	35194.2807
11/14/2017 7:21 AM	1636 W Fairview Ave	
11/14/2017 8:24 AM	3203 N Market St	
11/14/2017 12:34 PM	1118 W Railroad Alley Ave	
11/14/2017 3:05 PM	245 W Main Ave	35184.0922
11/14/2017 3:18 PM	402 W Glass Ave	35064.1327
11/15/2017 10:09 AM	E Buckey and N Upriver Dr	35111.0001
11/15/2017 12:19 PM	722 N Superior	35174.0004
11/15/2017 4:27 PM	1827 W Spofford ave	25124.0908
11/16/2017 9:08 AM	2104 N. Division	
11/16/2017 9:25 AM	511 S Adams St	35192.4201
11/16/2017 9:53 AM	Mission and E. Upriver Dr.-Freya and Upriver Dr.	
11/16/2017 10:39 AM	2028 W Pacific Ave	25241.0705
11/17/2017 9:19 AM	123 S Wall st	35191.5518
11/17/2017 11:28 AM	2121 E Upriver Dr	35094.0176
11/20/2017 9:46 AM	Harmon Park - E. Bismark and N. Market	

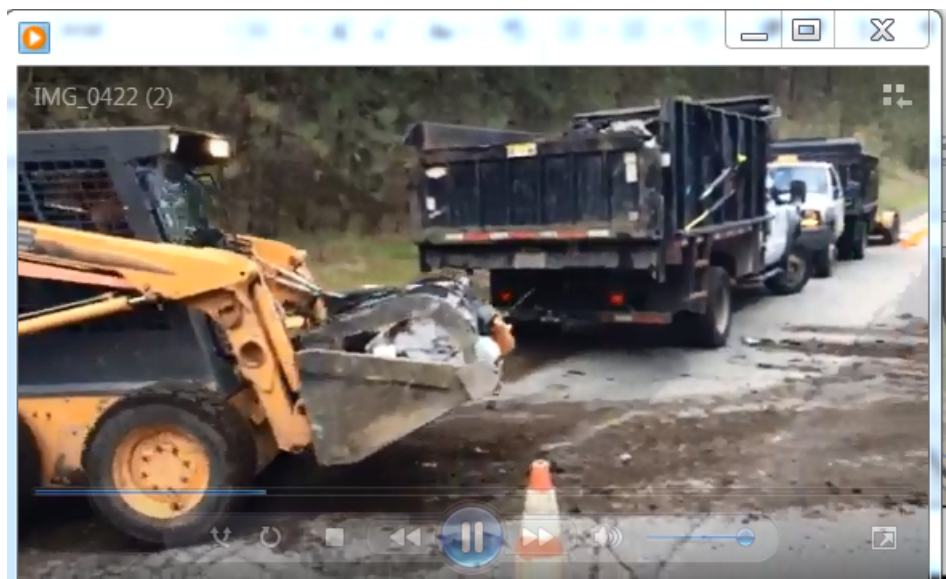


## 2. Code Enforcement

The Code Enforcement Supervisor oversees the work of the Geiger crew (a Correctional Deputy and six to eight inmates) and the Litter Crew of four. In addition, six Code and fifteen Parking Officers may both respond to complaints of vehicles, motor homes, and travel trailers on the right of way; at times some of these are occupied, but that occupation is not tracked separately by Code.

The Litter Crew is involved in clean ups of motor homes and travel trailers when they become abandoned. The weight of those loads are not sorted from clean ups of illegal dumps either, nor may they be directly tied to campers. Both Litter Crew and Geiger respond to Parks when their staff needs assistance with large encampments. Not just looking at the Geiger work, an encampment response includes four litter crew staff, a Neighborhood & Housing Specialist and the Code Enforcement supervisor.

Camp cleanups also involve the Code Enforcement officer assigned to the respective area (six areas to cover the entirety of the city). As for Geiger, Code Enforcement pays a flat rate for up to 8 inmates, and up to 2 supervisors. The labor (decreased from market rate) and disposal is included in the cost for the Geiger contract.



## 3. Spokane Fire Department

In 2017, the average number of SFD units on a brush incident were 2.842697 ~ 3 per incident. The average # of units is 2.842697 ~ 3 per call. The average committed time (calculated as first dispatch date to last available date) is: 4421.685 seconds ~ 74 minutes. The cost for an SFD Engine is approximately \$300/hour. Brush fires attribute to a (very) roughly estimated cost of \$90,000 annually for SFD.



#### 4. **Parks Department Impact**

Among City departments, the Parks Department has among the most quantifiable measures of the impact of camping. Park Rangers and officials patrol the parks and shoreline for unlawful camping and related to their efforts to maintain the properties as required by law.

<b>Parks Costs Related to Cleanup Associated with Camps</b>	
	<b>2017</b>
Labor costs - river crew	\$32,268.41
Work hours	1,594.5
Pounds of Debris	66,010
Cost of Disposal of Debris	\$4,907.57
Park Ranger Hours	70
Total Park Ranger Cost at \$15/hour	\$1050
Average camp size	1260 lbs debris
Total hours to clean up	11 hours per camp
Average hourly wage for labor	\$80.17
Cost to dispose of the debris	\$0.74 per pound
Total cost per camp	\$975.11/camp
Total camps cleaned up	4 camps
Total debris disposed of	5,040 lbs.

The figures for the Park Rangers are based on the last cleanup in which they had two staff on Thursday working 6 hours a piece and 4 staff working 8 hours on Friday. The labor Foreperson is generally always on the cleanup crew. There were 4 camps total cleaned up with a total debris disposed of totaling 5,040 lbs. They have listed their labor rates below and have included benefits and overhead in the per hour figures.

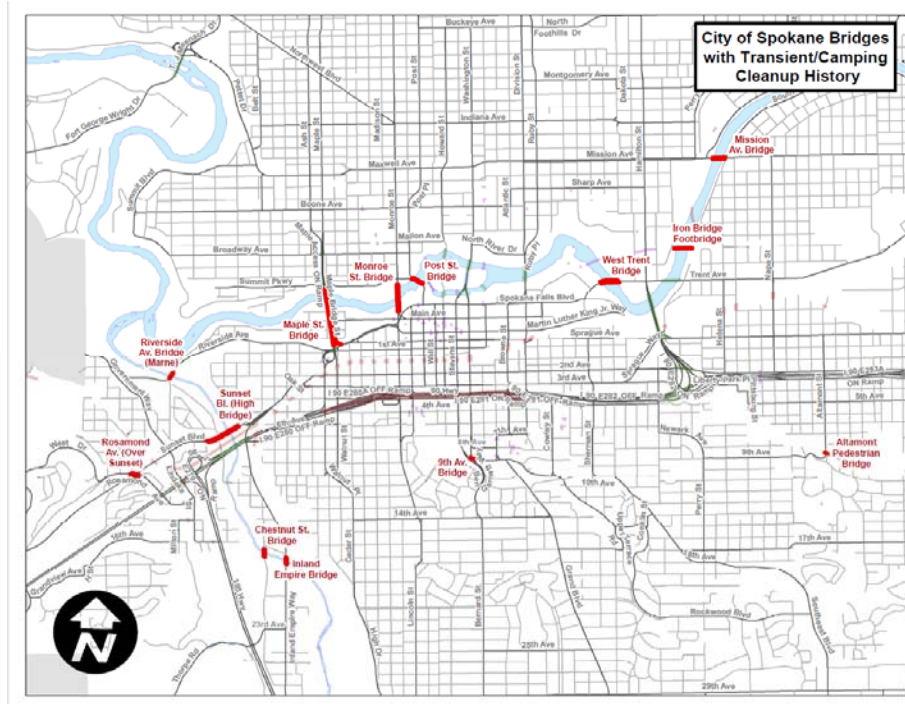
During 2017, Park Rangers spent 70 hours on Camping Abatement at a rate of \$15/hour for a total of \$1050 in labor costs. The format was two rangers going out twice a week with Dave Randolph to post camp notices, and as a physical presence during cleanup efforts. Having the Rangers physically go with Dave Randolph to post notices and clear camps prior to his crew entering was highly effective. This worked well because the first day of the week, Rangers would post notices with Dave. Day 2 consisted entirely of cleaning up those posted camps 48 hours later.

Actual labor associated with the cleanup of the river banks, natural areas and conservation lands is expected to increase initially as efforts to move encampments take hold in the remaining weeks of Spring. The necessity of deploying parks personnel for this task is expected to remain constant as enforcement of the ordinance takes place. Overall labor costs for 2018 may be static, at least initially, as campers are directed to Community Court and placed under the supervision of the Spokane Municipal Court and the team of service providers. No additional labor costs are expected to perform this work. A long-term forecast anticipates a modest reduction as individuals engage in services. The long-term goal is the ability of the parks department to reassign personnel currently engaged with cleanup efforts on an ongoing basis to other projects.

#### 5. **Streets Department**

##### Fiscal Impact

The Streets Department sends out a bridge crew which cleans up camps. During these operations, they see lots of old clothes, tarps, tents, needles and feces. They also see graffiti and destruction of work that they have previously done. Some examples are digging into the abutments on Sunset Bridge so that individuals can have a place to camp. They then have to go and gunnite (concrete) the bottoms of the piers. They have also had occasions where there have been fires next to piers which can compromise the integrity of the structure. The crew has put fencing up in certain areas to keep people out of abutment areas only to have the fencing cut or torn down a few days later. Between the camp clean-ups, graffiti, fencing, disposal fees, labor hours, and other things associated with the destruction around bridge structures, the Streets Department estimates spending in the \$30,000.00 a year mark.



### Street Safety

On one occasion during 2017, Scott Gale of the Streets Department was asked to meet Police officers at the parking lot behind Fast Eddies tavern. It is located at Spokane Falls and Division. Individuals had taken down some wood coverings and chipped away at a rock retaining wall to gain access under Spokane Falls roadway. Two police officers and Mr. Gale entered the area. There were a total of three cells. The first cell was full of trash. It contained old bottles, food containers, bags of garbage, plenty of used needles, wood pallets, and lots of old papers. The second cell was obviously the bathroom. The last cell was the sleeping quarters. It contained blankets, sleeping bags, and another large quantity of used needles. They found no occupants in any cells. They exited the area and contacted some of the bridge crew to show up with some old fencing. They installed the fencing closing off the openings using ¼ inch anchors.







## 6. Police Department Impact

### Fiscal Impact

Currently, the police department engages the services of approximately twenty (20) uniformed officers in the occasional patrol and enforcement of various public lands and properties throughout the city, including in public parks, pursuant to citizen complaints and as part of a cadre of city personnel invested in the posting and cleanup up of unsanitary encampments and associated large volumes of solid waste.

Police officers are needed as crucial members of the city cadre for the posting of encampments and for backup related to this effort because of the safety risks associated with the safe removal of encampments. They are involved from the time a camp is identified and remain throughout the entire time the litter crew is working. Neighborhood resource officers work with patrol officers to fulfill this role in the precincts at local parks and downtown. South, north and downtown captains designate officers to high priority areas of greatest concern, including Riverfront Park, the banks of the Spokane River, along trails and their adjacent buffer zones.

No additional FTE's are being requested in the police department with the adoption of this ordinance. Although the initial projection for 2018 is that the costs will remain approximately the same as 2017, it is anticipated that passage of this ordinance will, over the course of time, cause some individuals to engage in services thereby resulting in a modest decrease in camps. Even a slight reduction would free up officer time and resources to realign with higher priority calls.

Police officer time is calculated at \$45 per hour for officers, \$50 for a sergeant and \$70 for a captain. The amount of time and personnel from the police department on the posting of illegal encampments and on providing safety backup to the cleanup of rubbish and solid waste in 2017 was as follows:

<b>Police Costs Related to Cleanup Associated with Camps</b>	
	2017
<b>Downtown Precinct</b>	
Staff dedicated to transient camp issues	10 officers plus 1 sergeant
Hours spent on cleanup of encampments	768
Total Downtown Officer Cost	\$35,040
Total Real Cost w/ Benefits and Overhead	\$70,709.49
<b>North Precinct</b>	
Staff dedicated to transient camp issues	6 NROs
Hours spent on cleanup of encampments	545 hours
Total North Precinct Officer Cost	\$24,800
Total Real Cost w/ Benefits and Overhead	\$53,333.19
<b>South Precinct</b>	
Staff dedicated to transient camp issues	3 NROs
Hours spent on cleanup of encampments	2,340 hours
Total South Precinct Officer Cost	\$105,300
Total Real Cost w/ Benefits and Overhead	\$226,451.02
<b>Total No. of SPD Personnel</b>	<b>20</b>
<b>Total No. of hours</b>	<b>3,653</b>
<b>Total Costs for SPD</b>	<b>\$350,493.71</b>

Other considerations:

In order to ensure that the police department can take the most efficient approach to enforcement of this ordinance, the City should pursue a method of determining the available shelter space in Spokane homeless shelters in real time so that officers involved in enforcement of quality-of-life misdemeanors can electronically access updates that indicate available shelter space in a reliable consistent manner.

The House of Charity indicates that space will always be available and that no one will be turned away. However, the Homeless Management Information System (HMIS) solution, which tracks shelter stays and a broad range of other data sets, could provide such a 'real time' accounting. Unfortunately, the Community, Housing & Human Services Department is currently dependent on its agency partners to update the data in the system, which frequently doesn't happen the same day it's collected. That makes it difficult to get accurate data to those in the field. Getting to the place where the City can depend on accurate, real time, data on shelter availability is a necessary goal of the HMIS Team. The City should consider an investment to ensure that such data is collected.

**7. Court Impact**

Additional offenders are expected to be referred to Community Court annually. Although the precise impact is unknown, this proposal anticipates additional use of this court docket and its staff as well as an increased demand on service providers, including behavioral health counseling and housing assistance. It is not anticipated that additional FTE's would be needed to staff Community Court under this proposal.

**8. Jail Impact**

Because this proposal addresses quality of life behavior and establishes the lowest criminal penalty, and because offenders will be diverted to community court in lieu of booking them into the jail, there is no expectation that jail admissions will be impacted.

**9. Emergency Shelter Services**

This proposal is expected to increase the demand for shelter services and temporary housing as encampments are moved off of the riverbanks and conservation lands.

**Sources**

Spokane Police Department  
Spokane Parks and Recreation  
Code Enforcement  
Community Housing and Human Services

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

04/30/2018

<u>Date Rec'd</u>	4/18/2018
<u>Clerk's File #</u>	ORD C35616
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PARKS CODE UPDATE		

Agenda Wording

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

Summary (Background)

See attached background, ordinance description, and impact.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u> April 12
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Justin Worthington
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Leroy Eadie
<u>Additional Approvals</u>	Mary Muramatsu	
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



BRIEFING PAPER  
CITY OF SPOKANE  
LEGAL DEPARTMENT/PUBLIC SAFETY COMMITTEE  
April 2, 2018

Subject:

Relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

Background:

The Parks Department requests this omnibus “cleanup” revision of the Park Code. Municipal code provisions related to the operation of Spokane’s public parks require updating to reflect operational changes with the Parks Department, such as the establishment of the Park Rangers, and for consistency with Park Board decisions that have been made over the past several years, such as the incorporation of adjacent buffer lands into the Park Board’s jurisdiction. At the same time, safety concerns associated with other outdoor activities often seen in the parks have called for tighter park regulations and improved security. The Parks Department has requested a rewording of select provisions with the Park Code to more effectively regulate conduct commonly seen in the parks.

Additionally, among the suggested revisions are changes to park regulations, currently found both under Chapter 12.06 SMC and SMC Section 10.10.040. These should be merged and the penalties associated with park violations made consistent between the two sections. Currently SMC 12.06.100 establishes gross misdemeanor penalties for park violations, whereas the reference to SMC 10.10.040 in SMC 1.05.210 makes park violations a class 1 infraction. Additionally, other park violations establish the same conduct as crimes or infractions set forth in state law or elsewhere in the municipal code while assigning different penalties. This proposal would conform those penalties or remove them altogether as separate park violations.

A summary of the proposed changes to “Parks” - Chapter 12.06 SMC is as follows:

1. Retitles this Chapter “Park Code” and deletes SMC 12.06.010 as currently written  
The following language in 12.06.010 is being stricken as unnecessary: “This chapter may also be referred to as the “park code.” It is an exercise of the police power and shall be liberally construed.”
2. Defines the “jurisdiction” of the Park Board  
Old Language:  
    Authority – Park Board (Currently Section 12.06.020)  
    The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.  
  
New Language:  
    Jurisdiction of the Park Board (Renumbered as Section 12.06.010)  
    The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas,

recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

3. Separately defines the “authority” of the Parks Department under Section 12.06.020

New Language:

The parks department has authority for management, maintenance and limited law enforcement on or within all property under the jurisdiction of the Park Board, including the authority of park rangers to issue citations and infractions for violations of park rules.

4. Recognizes the role of the park rangers.

- In the statement of authority under SMC 12.06.020
- In the newly revised definitions under SMC 12.06.030.G

5. Adds definitions not currently in the Park Code (SMC 12.06.030) :

- “Park Property” SMC 12.06.030.D
- “Park Rangers” SMC 12.06.030.E
- Expands the definition of “Park” to add “...trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.” SMC 12.06.030.C

6. Places all Park Violations under one section: SMC 12.06.040

- Moves all Park Violations found in SMC 10.10.040 and places them under 12.06.040;
- Repeals SMC 10.10.040
- Reorganizes the park violations by topic:
  - Park Grounds & Maintenance SMC 12.06.040.A
  - Vehicles and Watercraft SMC 12.06.040.B
  - Games and Athletics SMC 12.06.040.C
  - Animals SMC 12.06.040.D
  - Drugs and Alcohol SMC 12.06.040.E
  - Weapons and Projectiles SMC 12.06.040.F
  - Other Uses of park Property and Facilities SMC 12.06.040.G

7. Establishes a clear penalty for park violations under SMC 12.06.050, making them class 1 civil infractions unless otherwise indicated. Violations that carry a different penalty are clearly labeled as such.

8. Changes park hours of closure for improved public safety. SMC 12.06.040.G.4.

- Revises the current hours of 11 p.m. to 4 a.m. and changes them to 10 p.m. to 6 a.m. for increased public safety.

9. Other Minor Revisions:

- Revises park grounds and maintenance violations consistent with current problems (i.e. conduct that tampers with trees and landscaping, or pierces the grounds of the park, etc.) SMC 12.06.040.A.1
- Prohibits the use of “remote controlled vehicles, unmanned air systems (drones) or other hobby craft” if used in a manner that is dangerous to persons or property, under SMC 12.06.040.C.3.

- Removes noise as a separate park violation, as public disturbance noise already exists as a violation under Chapter 10.08D. (SMC 10.10.040.B.2 therefore not incorporated into this revision.)
- Allows fishing in the river, but prohibits fishing in ponds. This is not addressed in the current code. It is now in SMC 12.06.040.D.3.
- Conforms the penalty for alcohol in the park (now numbered SMC 12.09.040.E.1) to that of state law – RCW 66.44.100. It is a class 3 civil infraction under this revision. Local penalties, to be constitutional, must be consistent with the same penalties under state law.
- Continues to regulate a variety of dangerous weapons in the park (explosives, bow and arrow, slingshot or other weapon, toy or real, pellet guns), but removes as a park violation language that prohibits the possession of “any dangerous weapon as defined in chapter 9.41 RCW” (formerly under SMC 10.10.040.F.1). This behavior is a crime under RCW 9.41.250, codified in the municipal code, and is subject to arrest and criminal penalties.
- Removes the word “firearm” from the park rule (SMC 12.06.040.F.1) that says:  
     “No person may shoot, fire or explode any firearm, fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.”

Basis: Shooting a firearm in a park is not infraction activity; it is a separate state law violation under RCW 9.41.230, and is a gross misdemeanor.

- Subjects those who use fire pits and barbecue pits to the prohibitions of any official burn ban in addition to requiring that fires be contained in designated fire pits or park-provided barbecue pits. SMC 12.06.040.G.2

Impact:

This proposed revision to “Parks” Chapter 12.06 SMC is supported by the Parks Department and the Police Department. The cleanup provisions within the Municipal Code will make it easier for the public to understand the park rules by placing them in one location where the penalties are clear. This revision is also expected to improve enforcement efforts by both Park Rangers and Spokane Police Officers while serving the ends of public safety within the City’s parks.

## ORDINANCE NO. C35616

An ordinance relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code.

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

**Section 1.** That Chapter 12.06 SMC is amended to read as follows:

Chapter 12.06 Park Code

### Section 12.06.010 Jurisdiction of the Park Board

The Park Board has jurisdiction over all property, including undeveloped property, designated as public parks and the buffer lands adjacent to them, including: parks, public squares, park drives, parkways, boulevards, trails, playgrounds, natural areas, recreation grounds and conservation lands. The Park Board sets fees as provided in SMC 8.02.063 and adopts rules and regulations as set forth in this chapter.

### Section 12.06.020 Authority of Parks Department

The parks department has authority for management and maintenance within all property under the jurisdiction of the Park Board, including the authority of park rangers as defined in their limited commissions and within the scope approved by the Spokane Police Department.

### Section 12.06.030 Definitions

The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:

A. "Director" means the director of parks and recreation of the City.

B. "Park" means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, pools, bathing beaches, and playgrounds, recreation grounds, trails, unimproved locations, natural areas and any conservation land or undeveloped property under the control of the park board.

C. "Park Board" means the park board of the City as established by the City Charter.

D. "Park property" means all grounds, facilities, equipment, pillars, monuments, gazebos, displays, retaining walls, fixtures, vegetation, trees, turfed areas, playground equipment, athletic courts, parking lots, bathrooms, picnic areas, shelters and sports facilities.

E. "Park rangers" are uniformed limited-commissioned Parks Department employees who patrol city parks, enforce park rules, regulations and other laws in city parks within the authority of their limited commission and within the scope approved by the Spokane Police Department. They also administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

#### Section 12.06.040 Rules and Regulations

The Park Board has established rules governing behavior on park property, and such rules may be enforced consistent with this ordinance.

Except when done in places designated and in the manner prescribed by rule, regulation or special permission of the park board or department:

##### A. Park Grounds and Maintenance

1. No person may cut, trim, tag or in any way tamper with the trees or landscaping, or dig, stake, pierce or penetrate the ground of any park.

##### B. Vehicles and Watercraft

1. No person may drive or ride any vehicle or animal on the grass or in any areas of the park other than designated drives, ways, boulevards or paths. Nothing in this section shall be construed as prohibiting a person from riding a mountain bike on established paths and trails in natural/conservation/undeveloped areas.
2. No person may park outside designated parking areas.
3. No person may operate or drive any vehicle, including bicycles, skateboards and roller skates, in a manner which is likely to endanger persons and/or property.
4. No person may intentionally enter, swim, dive or float, with or without a boat, raft, craft or other flotation device, in or upon any pond in a park or the Spokane River at any point between the west line of the Division Street bridge and the west line of the Monroe Street bridge.

##### C. Speed

1. No person may ride or drive a vehicle at a speed in excess of five miles per hour in Riverfront Park.
2. At all parks other than Riverfront Park, no person may ride or drive a vehicle at a speed in excess of fifteen miles per hour unless otherwise posted.

##### D. Games and Athletics

1. No person may engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the director of the parks department or his or her designee.
2. No person may play or practice any game that involves the running or the throwing or hitting of a ball or other projectile such as golf, archery, hockey, tennis or baseball, when and where such activity is likely to be dangerous.
3. No person may operate remote controlled vehicles, unmanned air systems or other hobby craft in a manner that is dangerous to persons or property.
4. Swimming pools, wading pools, golf courses, softball diamonds and basketball courts may be used only during hours designated by the director of the parks department or his or her designee.

#### E. Animals

1. No person may allow any animal to run at large in any park or enter any pond, pool, fountain or stream thereof. A violation of this section is a class 4 civil infraction.
2. All persons bringing pets to a park must provide for the disposal of animal waste from their pets. Failure to do so is a class 4 infraction.
3. No person may tease, annoy, disturb, attack, catch, injure, or kill, throw stones or any object at, or strike with any stick or weapon, any animal, bird, fowl or other wildlife in any park.
4. Fishing shall be allowed in rivers and creeks adjacent to parks, but shall not be allowed in the ponds of any park.
5. No person may feed any wildlife in any park. A violation of this section is a class 4 civil infraction.

#### F. Drugs and Alcohol

1. Except as specifically authorized by the director of the parks department or his or her designee, no person shall open the package containing liquor or consume liquor in a public park. A violation of this section is a class 3 civil infraction.
2. As provided in RCW 69.50.445, it is unlawful to open a package containing marijuana, useable marijuana, marijuana-infused products, or marijuana concentrates, or consume marijuana, useable marijuana, marijuana-infused

products, or marijuana concentrates, in any park. A violation of this section is a class 3 civil infraction.

#### G. Weapons and Projectiles

1. Any person who possesses a dangerous weapon as defined in RCW 9A.01.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.
2. No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

#### H. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. A violation of this provision is a misdemeanor.
  2. No person may build a fire in a park during official burn bans or where fire restrictions are otherwise imposed. All fires must be contained to designated fireplaces and park-supplied barbecue pits.
  3. Where the park board has provided for the collection of fees, rents or charges for the use of park facilities, including municipal golf courses, no person may enter upon or use such park facilities without paying such required fees, rents or charges.
  4. No person may be in a City park during the hours of closure without the express permission of the director of the parks department or his or her designee. All City parks shall be closed from ten p.m. to six a.m., except Riverfront Park, which shall be closed from midnight to six a.m. throughout the year.
  5. No person may sell or barter any goods or services without prior permission of the director of the parks department or his or her designee.
- I. No person may violate such rules and regulations as may from time to time be promulgated by the park board or the director of parks and recreation pursuant to and in supplementation of the City Charter and this code.

#### Section ~~12.06.100~~ ((12.06.050)) Penalty for Violation of Park Rules and Regulations

Except as otherwise specifically provided, a violation of Park Rules and Regulations shall constitute a class 1 civil infraction.



### Section 12.06.110 ((12.06.070)) Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

### Section 2. SMC section 10.10.040 is hereby repealed.

### ~~Chapter 12.06 Parks~~

### ~~Section 12.06.010 Park Code — Police Power — Construal~~

~~This chapter may also be referred to as the “park code.” It is an exercise of the police power and shall be liberally construed.~~

### ~~Section 12.06.020 Authority — Park Board~~

~~The park board has authority over public squares and parks, park drives, parkways, boulevards, play and recreation grounds and facilities. It sets fees as provided in SMC 8.02.063; it adopts rules as specified in SMC 10.10.040(A). Failure to comply with any such rule or regulation shall be deemed to be a violation of this chapter.~~

### ~~Section 12.06.030 Definitions~~

~~The terms herein used, unless clearly contrary to or inconsistent with the context in which used shall be construed as follows:~~

- ~~A. “Director” means the director of parks and recreation of the City.~~
- ~~B. “Park” means and includes all City parks, public squares, park drives, parkways, boulevards, golf courses, park museums, zoos, pools, bathing beaches, and play and recreation grounds under the jurisdiction of said park board.~~
- ~~C. “Park board” means the park board of the City as established by the Charter of said City.~~

~~Wherever consistent with the context of this chapter words in the present, past, or future tenses shall be construed to be interchangeable with each other and words in the singular number shall be construed to be interchangeable with words in the plural.~~

### ~~Section 12.06.040 Violations — Cross Reference~~

~~In addition to offenses specified herein, park violations are specified in SMC 10.10.040.~~

#### ~~Section 12.06.050 Teasing, Annoying, or Injuring Animals Prohibited~~

~~It is unlawful in any manner to tease, annoy, disturb, molest, catch, injure, or kill, or to throw any stone or missile of any kind at, or strike with any stick or weapon, any animal, bird, fowl, or fish; or to feed any fowl, except at areas designated by the park board, in any park.~~

#### ~~Section 12.06.060 Practicing and Playing Games~~

~~It is unlawful to practice or play golf, baseball, archery, hockey, tennis, or other games of like character except at places set apart for such purposes by the park board. It is unlawful to throw or propel any missile or other object where such activity may be hazardous to others.~~

#### ~~Section 12.06.070 Depositing Refuse~~

~~It is unlawful to throw any refuse, litter, broken glass, crockery, nails, shrubbery, trimmings, junk, or advertising matter in any park or to deposit any such material therein, except in designated receptacles.~~

#### ~~Section 12.06.080 Races Prohibited in Park~~

~~It is unlawful to engage in, conduct, or hold any trials or competitions for speed, endurance, or hill climbing involving any vehicle, boat, aircraft, or animal in any park, except by permission of the park board.~~

#### ~~Section 12.06.090 Aiding and Abetting Violations~~

~~Anyone concerned in the violation of this chapter, whether directly committing the act or omitting to do the thing constituting the offense, or who aids or abets the same, whether present or absent, and anyone who directly or indirectly counsels, encourages, hires, commands, induces, or otherwise procures another to commit such offense, is and shall be a principal under the terms of this chapter and shall be proceeded against and prosecuted as such.~~

#### ~~Section 12.06.100 Penalty for Violations~~

~~Except as otherwise specifically provided, violation of or failure to comply with the provisions of this chapter subjects the offender to a fine in any sum not exceeding five thousand dollars, or to imprisonment for a term not exceeding one year, or to both such fine and imprisonment.~~

#### ~~Section 12.06.110 Severability~~

~~If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.~~

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:**

05/07/2018

Date Rec'd

4/19/2018

Clerk's File #

ORD C35620

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

CANDACE MUMM 625-6256

Project #Contact E-Mail

CMUMM@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - ESTABLISHING STANDARDS FOR REMOVAL OF BOARD AND COMMISSION MEMBERS

Agenda Wording

An ordinance prescribing the standard and process for the removal of members of boards and commissions.

Summary (Background)

Currently, there is no codified standard or process to guide the City Council's exercise of its authority to remove members of boards and commissions. This ordinance establishes a uniform standard for the reasons for removal, as well as the process, requirement for written notification and an opportunity to respond, as well as a supermajority requirement for removal of a member of a board or commission.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance and Admin  
Comm., 4-16-2018Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## **ORDINANCE NO. C35620**

An ordinance relating to standards for the for-cause removal of members of boards and commissions; enacted new sections 04.01.035, 04.05.025, 04.06.035, 04.06.125, 04.07.020, 04.08.035, 04.10.025, 04.11.020, 04.12.035, 04.14.045, 04.16.045, 04.20.045, 04.28.035, 04.30.025, 04.34.035, and 04.35.035; and amending sections 04.01.030, 04.13.030 and 04.23.040 of the Spokane Municipal Code.

**WHEREAS**, the City has many boards and commissions, to which the City Council appoints many interested and involved members of our community who volunteer to serve; and

**WHEREAS**, the vast majority of the time, these volunteer board and commission members perform their duties and obligations with exception dedication, professionalism, and pride; and

**WHEREAS**, however, in very rare circumstances, members must be removed from the board or commission on which they serve; and

**WHEREAS**, although the City Council has the authority to appoint members of most of the boards and commissions established by Charter or code, the Spokane Municipal Code does not, except in rare cases, contain anything in the way of process, guidance, or standards for the removal of such members; and

**WHEREAS**, the City Council intends to treat the removal process and standards for members of boards and commissions in the same way for all such boards and commissions, to assure a baseline standard for removal, to increase transparency in the actions of the City Council, and to ensure due process is available in the removal process.

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

**Section 1.** That section 04.01.030 of the Spokane Municipal Code is amended to read as follows:

### **Section 04.01.030 Appointment**

- A. Appointments to City boards, commissions or agencies made by the City Council shall be made by City Council resolution and are to be made from residents of the City(~~(, unless the provision establishing the requirement for the appointment specifically permits or requires the appointment of a nonresident))~~). Any current member of a board, commission or agency who is not a resident of the City shall be permitted to complete his or her term and any subsequent reappointment.

- B. Appointees shall be at least eighteen (18) years of age unless the state law or City ordinance creating the board, commission or agency provides ~~((for appointees under the age of eighteen))~~ otherwise.
- C. Appointees shall have indicated a willingness to serve in such capacity in response to efforts by the mayor to extend the opportunity for service to all concerned citizens and groups so as to achieve the greatest degree of public confidence and expertise.
- D. Unless otherwise specifically prohibited by the document creating the appointment to a City board, commission or agency, the incumbent members appointed by the city council shall continue to serve and remain a voting member beyond the expiration of his or her term until a replacement member has been appointed and assumed the position.

**Section 2.** That there is enacted a new section 04.01.035 of the Spokane Municipal Code to read as follows:

**Section 04.01.035 Removal**

Removal of members of boards, commissions, and committees established by this Title 04 shall be done by Council resolution and according to the standards contained in the code chapter specific to that board, commission or committee.

**Section 3.** That there is enacted a new section 04.05.025 of the Spokane Municipal Code to read as follows:

**Section 04.05.025 Removal**

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 4.** That there is enacted a new section 04.06.035 of the Spokane Municipal Code to read as follows:

**Section 04.06.035 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except 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, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 5.** That there is enacted a new section 04.06.125 of the Spokane Municipal Code to read as follows:

**Section 04.06.125 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 6.** That there is enacted a new section 04.07.020 of the Spokane Municipal Code to read as follows:

**Section 04.07.020 Removal**

The commission member appointed by the City Council pursuant to section 52 of the City Charter shall not be removed from office by the City Council before the expiration of his or her term except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 7.** That there is enacted a new section 04.08.035 of the Spokane Municipal Code to read as follows:

**Section 04.08.035 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 8.** That there is enacted a new section 04.10.025 of the Spokane Municipal Code to read as follows:

**Section 04.10.025 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board



member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 9.** That there is enacted a new section 04.11.020 of the Spokane Municipal Code to read as follows:

**Section 04.11.020 Removal**

Pursuant to section 41 of the City Charter, board members shall not be removed from office by the City Council before the expiration of their terms except for a disqualifying change of residence, for excessive absences as described in section 43 of the City Charter, or for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 10.** That there is enacted a new section 04.12.035 of the Spokane Municipal Code to read as follows:

**Section 04.12.035 Removal**

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 11.** That section 04.13.030 of the Spokane Municipal Code is amended to read as follows:

**Section 04.13.030 Appointment and Removal**

~~((Appointment and Removal.))~~

A. Members of the board shall be nominated by the mayor and appointed by the city council. The community assembly may submit recommendations to the mayor for nomination of the designated liaison from the community assembly.

B. Members may be removed for cause by the city council based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 12.** That there is enacted a new section 04.14.045 of the Spokane Municipal Code to read as follows:

**Section 04.14.045 Removal**

Board members appointed by the City Council pursuant to SMC 04.14.040(A)(1) shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 13.** That there is enacted a new section 04.16.045 of the Spokane Municipal Code to read as follows:

**Section 04.16.045 Removal**

Board members appointed by the City Council pursuant to SMC 04.16.040 shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 14.** That there is enacted a new section 04.20.045 of the Spokane Municipal Code to read as follows:

**Section 04.20.045 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 15.** That section 04.23.040 of the Spokane Municipal Code is amended to read as follows:

**Section 04.23.040 Removal for Cause**

~~((Among other reasons,))~~Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, malfeasance, or unexcused absence from three (3) meetings of the commission in any year((--is cause for removal of a member)), and upon the

affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 16.** That there is enacted a new section 04.28.035 of the Spokane Municipal Code to read as follows:

**Section 04.28.035 Removal**

Committee members shall not be removed from office by the Park Board before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No committee member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 17.** That there is enacted a new section 04.30.025 of the Spokane Municipal Code to read as follows:

**Section 04.30.025 Removal**

Committee members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No committee member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 18.** That there is enacted a new section 04.34.035 of the Spokane Municipal Code to read as follows:

**Section 04.34.035 Removal**

Board members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

**Section 19.** That there is enacted a new section 04.35.035 of the Spokane Municipal Code to read as follows:

**Section 04.35.035 Removal**

Board members appointed by the City Council pursuant to SMC 04.35.020 shall not be removed from office by the City Council before the expiration of their terms except for

cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No board member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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