

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, JUNE 3, 2019

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. 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. 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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- | | | | |
|----|---|----------------|------------------------------|
| 1. | Value Blankets for asphalt mixes for Street Maintenance, Sewer, Parks, and Water Departments from June 15, 2019, through June 1, 2024, with: | Approve
All | |
| | a. Inland Asphalt (Spokane, WA). | | OPR 2019-0383
BID 4520-19 |
| | b. Shamrock Paving (Spokane, WA). | | |
| | Total estimated cost for both: Not to exceed \$1,925,000. | | OPR 2019-0384
BID 4520-19 |
| | Clint Harris | | |
| 2. | Contract with lowest responsive bidder Big Sky Industrial (Spokane, WA) to clean Digester #3 at the Wastewater Treatment Facility—\$50,050, including a 10% contingency (plus tax). | Approve | OPR 2019-0385 |
| | Mike Cannon | | |
| 3. | Multiple Family Housing Property Tax Exemption Agreement with Barnham Group, LLC for twenty-four new multi-family housing units located at 1405 / 1407 N. Wall St., Parcel Numbers 35182.0807 & 35182.0806. | Approve | OPR 2019-0386 |
| | Ali Brast | | |

- | | | | |
|----|---|----------------------------------|--|
| 4. | Recommendations to list on the Spokane Register of Historic Places: | Approve
All & Auth.
Agmts. | |
| | a. Franklin Elementary, 2627 E. 17th Avenue. | | OPR 2019-0387 |
| | b. Columbia Building, 107 S. Howard Street. | | OPR 2019-0388 |
| | Megan Duvall | | |
| 5. | Contract Extension and Amendment with Professional Account Management, LLC. a subsidiary of Duncan Solutions, Inc. (Milwaukee, WI) for parking citation processing software for Parking Services—\$150,000. | Approve | OPR 2013-0504 |
| | Michael Sloon | | |
| 6. | Sole Source Contract Renewals for annual maintenance and support with: | Approve
All | |
| | a. Mitchell Humphrey (St. Louis, MO) for the City's Financial Management System and authorizing staff to execute one-year contract, from July 1, 2019, through June 30, 2020—\$96,757.65 (incl. tax). | | OPR 2016-0396

OPR 2016-0395 |
| | b. Accela, Inc. (San Ramon, CA) for the City's Permitting & Licensing software and authorizing staff to execute two year contract. This is the second and third of three one-year renewal options—\$183,797.73 (incl. tax). | | |
| | Michael Sloon | | |
| 7. | Low Bid Agreement with Baldwin Sign Company (Spokane, WA) for CSO informational signage at five area CSO tank locations—\$60,719.40. | Approve | OPR 2019-0389
ENG 2018123 |
| | Michele Vazquez | | |
| 8. | Low Bids of: | Approve
All | |
| | a. DW Excavating (Davenport, WA) for 33rd Avenue form Bernard to Lamonte Streets—\$899,563 (plus tax). An administrative reserve of \$89,956.30, which is 10% of the contract price will be set aside. Total Contract: \$989,519.13 (plus tax). | | OPR 2019-0390
ENG 2017118 |
| | b. Bacon Concrete (Spokane, WA) for Cycle 7 (2017) Traffic Calming—\$1,082,959.25. An administrative reserve of \$108,295.93, which is 10% of the contract price will be set aside. Total Contract: \$1,191,255.18. | | OPR 2019-0391
ENG 2017046
ENG 2017047
ENG 2017048 |
| | Dan Buller | | |
| 9. | Authorization to accept Department of Commerce Grant through the Local and Community Projects | | OPR 2019-0392
ENG 2016059 |

Program for the South Gorge Trail Construction Project—\$242,500.

Eric Lester

10. Public Works Contract with Arrow Concrete and Asphalt Specialties, Inc. (Spokane, WA) for 2019 off-street parking lot repair and maintenance —\$200,000. **Approve** **OPR 2019-0393**
- David Steele**
11. Report of the Mayor of pending: **Approve & Authorize Payments** **CPR 2019-0002**
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2019: \$_____. **CPR 2019-0003**
12. City Council Meeting Minutes: _____, 2019. **Approve All** **CPR 2019-0013**
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS**RECOMMENDATION**

Arts Commission: Three Appointments

Approve

CPR 1981-0043

Bicycle Advisory Board: Four Appointments

Approve

CPR 1992-0059

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. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35770 Combined Communications Building Fund
FROM: Committed Fund Balance, \$455,000;
TO: Building Improvements, same amount.

(This action makes changes in the appropriations of the Combined Communications Building Fund.)

Jay Atwood

ORD C35777 Paths & Trails Fund
FROM: Undesignated Reserves, \$300,000;
TO: Construction of Fixed Assets, same amount.

(This action budgets for trail development in the Southgate Neighborhood as stipulated in the original KXLY property sale.)

Brandon Blankenagel

ORD C35778 IT Fund
FROM: Various Accounts, \$41,585;
TO: Purchasing Services, same amount.

and

Purchasing and Stores Fund
FROM: Purchasing Services, \$41,585;
TO: Various Accounts, same amount.

(This action allows for the hiring of an Assistant Procurement Specialist in the Purchasing & Stores Department to help the IT Department with their Purchasing needs.)

Sally Stopher

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0036 Declaring KGS Northwest, LLC (Bellevue, WA) a sole source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a 5-year period, from June 1, 2019 through May 31, 2024, without public bidding—estimated cost of \$500,000.

Mike Cannon

RES 2019-0037 Declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five-year period without public bidding—approximately \$400,000.

Mike Cannon

RES 2019-0038 Setting hearing before the City Council for July 1, 2019, for the vacation of the alley between 3rd & I-90, from Cedar to Adams and the

west 20 feet of Adams between 3rd and I-90 as requested by owners having an interest in real estate abutting the above right-of-way.

Eldon Brown

ORD C35759 Reformulating the Northeast Public Development Authority and approving its charter and bylaws. (Deferred from April 22, 2019, Agenda.)

Council President Stuckart

ORD C35772 Vacation of portions of Denver and Erie Streets as part of a City of Spokane stormwater project.

Eldon Brown

ORD C35773 Vacation of a portion of Fiske Street right-of-way, as requested by Mikhaul Shevhenko.

Eldon Brown

ORD C35774 Relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes, and adopting a new Chapter 16A.65 of the Spokane Municipal Code.

Council Member Kinnear

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35779 Updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

Council Member Stratton

ORD C35780 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|---|-------------------------------------|------------|
| H1. | a. Hearing on the vacation of portions of Erie Street as part of the City's MLK Way Street Project, as requested by City staff. | Approve
Subject to
Conditions | |
| | b. First Reading Ordinance C35780 vacating portions of Erie Street (as part of the City's MLK Way Street Project). | Further
Action
Deferred | ORD C35780 |

Erik Johnson

**Motion to Approve Advance Agenda for June 3, 2019
(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 June 3, 2019, Regular Legislative Session of the City Council is adjourned to June 10, 2019. The June 10, 2019, 3:30 p.m. Briefing Session will be held in City Council Chambers. The June 10, 2019, 6:00 p.m. Legislative Session will be a Town Hall meeting at West Central Community Center.

NOTES

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0383
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	OPR 2019-0384
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	4520-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100 - ANNUAL PURCHASE OF ASPHALTIC MIXES		

Agenda Wording

A five (5) year Value Blanket Orders with Inland Asphalt and Shamrock Paving (Spokane, WA) for asphaltic mixes for use by Street Maintenance, Sewer, Parks and Water & Hydroelectric Services Depts - estimated annual expenditure \$1,925,000.00 incl tax

Summary (Background)

On April 15, 2019 sealed bids were opened to provide the City of Spokane with Asphaltic Mixes. Responses were received from Inland, Shamrock and POE Asphalt. POE Asphalt was slightly less expensive but they are located in Idaho and it is not cost effective to drive that far. Due to the volatility of this product, vendors will provide pricing on a monthly basis. The contract period will be June 15, 2019 through June 1, 2024.

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

Expense	\$ 1,925,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	TPRINCE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	RHOWERTON	

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	

BID 4520-19 ASPHALTIC MIXES		INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 Perry Plant					INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 Sullivan Plant					SHAMROCK MANUFACTURING 110 N HAYFORD RD SPOKANE WA 99224		
ITEM	DESCRIPTION	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER Oil	Commercial 70-28 Oil	QPL 70-28 ER OIL	Warm Mix Tech	Commercial 64-28 Oil	QPL 64-28 ER OIL	Commercial 70-28 Oil
I	ASPHALTIC MIXES													
	HMA Class 1/2 Inch	\$ 64.00	\$ 64.00	\$ 66.00	\$ 66.00	*	\$ 63.00	\$ 63.00	\$ 65.00	\$ 66.00	*	\$ 64.00	\$ 64.00	\$ 66.00
	HMA Class 3/4 Inch	\$ 67.00	\$ 67.00	\$ 69.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00
	Delivery Fees	\$ -					\$ -					\$ -		

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Asphalt Mixes
Date:	5/20/2019
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <i>This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids this year, 2019 (Bid # 4520-19) from the major asphalt producers in the region. Inland, Shamrock & POE Asphalt. POE was slightly cheaper but they are located in Idaho and is not cost effective to drive that far. We use Inland and Shamrock whichever is closest time wise to our project. Also the price varies month to month depending on the current price of oil. This is a five year (5) VB with prices adjusted monthly with the price of oil. The estimated annual cost for all departments is \$1,925,000.</i>	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets, along with patching sewer and water cuts for the City Utilities. <i>Action</i> <ul style="list-style-type: none"> Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland and Shamrock Paving. <i>Funding</i> <ul style="list-style-type: none"> This has been programmed in to the Department's 2019 budget. 	
Budget Impact: 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.)	
Operations Impact: 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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0384
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	OPR 2019-0343
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<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 1,925,000.00	# various
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
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<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
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<u>Legal</u>	ODLE, MARI	TPRINCE
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<u>For the Mayor</u>	ORMSBY, MICHAEL	RHOWERTON
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Additional Approvals	
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<u>Purchasing</u>	PRINCE, THEA	
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BID 4520-19 ASPHALTIC MIXES		INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 Perry Plant					INLAND ASPHALT PO BOX 3366 SPOKANE WA 99220 Sullivan Plant					SHAMROCK MANUFACTURING 110 N HAYFORD RD SPOKANE WA 99224		
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	HMA Class 3/4 Inch	\$ 67.00	\$ 67.00	\$ 69.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00	\$ 69.00	*	\$ 66.00	\$ 66.00	\$ 68.00
	Delivery Fees	\$ -					\$ -					\$ -		

Briefing Paper (PIES)

Division & Department:	Street
Subject:	Asphalt Mixes
Date:	5/20/2019
Contact (email & phone):	rhowerton@spokanecity.org / 625-7741
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: <i>This material is used by the Street Department, Parks Department, Sewer Maintenance and Water Department. The City of Spokane Purchasing Department requested bids this year, 2019 (Bid # 4520-19) from the major asphalt producers in the region. Inland, Shamrock & POE Asphalt. POE was slightly cheaper but they are located in Idaho and is not cost effective to drive that far. We use Inland and Shamrock whichever is closest time wise to our project. Also the price varies month to month depending on the current price of oil. This is a five year (5) VB with prices adjusted monthly with the price of oil. The estimated annual cost for all departments is \$1,925,000.</i>	
Executive Summary: <i>Impact</i> <ul style="list-style-type: none"> The Street Department plans to grind and overlay approximately 8 lane miles of arterial streets, along with patching sewer and water cuts for the City Utilities. <i>Action</i> <ul style="list-style-type: none"> Approve the use of Annual Blanket Orders for Asphalt Mixes from both Inland and Shamrock Paving. <i>Funding</i> <ul style="list-style-type: none"> This has been programmed in to the Department's 2019 budget. 	
Budget Impact: 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.)	
Operations Impact: 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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/6/2019
<u>Clerk's File #</u>	OPR 2019-0385
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20530
Agenda Item Name	4320 - CONTRACT WITH BIG SKY INDUSTRIAL FOR DIGESTER #3 CLEANING		

Agenda Wording

Council approval to award contract with Big Sky Industrial, who is the lowest responsive bidder who met our requirements to clean Digester #3. The total cost which includes a 10% contingency is \$50,050.00 plus applicable sales tax.

Summary (Background)

Two firms (Big Sky Industrial and NRC) submitted quotes as these firms are the only two registered with MRSC.org., a third was requested, but the firm declined to bid. In order to continue without interruption or significant cost to the City, the digester needs to have sludge removed and cleaned so that we don't lose digester redundancy. In addition if cleaning is delayed, it will hold up our pending expansion joint project.

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

Expense	\$ 50,050.00	# 4320.43230.35148.54802
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
<u>Purchasing</u>		cwahl@spokanecity.org	
		Tax & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Contract for Sludge Removal in Digester #3
Date:	May 20 th , 2019
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	May 1 st , 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to award contract to Big Sky Industrial the lowest winning quote a contract for Digester #3 sludge removal and cleaning.
<p><u>Background/History:</u> The process leaves grit residue, which over time settles and requires us to clean it. If we don't clean it, it will fill with grit and we will be unable to use the digester.</p> <p>Two firms (Big Sky Industrial and NRC) submitted quotes as these two firms are the only two registered with MRSC.org. Award of Contract with Big Sky Industrial (Spokane, WA) who is the lowest responsive bidder who met our requirements to clean and remove sludge from Digester #3. The total cost of the contract, which includes a 10% contingency is \$50,050 plus applicable sales tax.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – In order to continue without interruption or significant cost the digester needs to have sludge removed and cleaned so that we don't lose digester redundancy. In addition if cleaning is delayed, it will hold up our pending expansion joint project. <u>Action</u> – RPWRF is seeking Council approval to award Big Sky Industrial the contract to clean digester #3. <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane
**Preventative Maintenance
AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Big Sky Industrial (BSI)**, whose address is 9711 West Euclid Road, Spokane, Washington 99224 as ("Contractor").

WHEREAS, the purpose of this Agreement is to provide preventative maintenance for Digester #3 located at: Spokane Waste Water Treatment Facility; and

WHEREAS, the Contractor was selected from emailed quotes.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

Digester #3 Cleaning and removal of sludge.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FORTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$45,500.00)**, plus tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid

under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements 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.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

10. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;

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; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 Contractor or its insurer(s) to the City. As

evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

15. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

16. ANTI KICK-BACK.

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

17. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in

favor of nor against either party.

18. 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.

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CONTRACTOR

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's quote and general scope of work dated April 24, 2019
Attachment A – Debarment Certification
Certification of Compliance with Wage Payment Statutes

U2019-130

ATTACHMENT A

**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.

<hr/>	<hr/>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<hr/>	<hr/>
Name of Certifying Official (Type or Print)	Signature
<hr/>	<hr/>
Title of Certifying Official (Type or Print)	Date (Type or Print)
<hr/>	<hr/>



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____ 2019, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Big Sky Industrial

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

9711 W Euclid Road
Spokane, WA 99224
bigsky@bigsky.pro



509-624-4949
800-582-4949
509-624-0099 (fax)

ESTIMATE

Job Location	
Spokane, WA	
Phone:	509-625-4615
Fax:	509-625-4651

Customer		Date:
Spokane WWT		4/24/2019
4401 North A.L. White Parkway		Terms:
Spokane, WA.		Net 30
		PO:
Email:	jjones@spokanecity.org	

JOB DESCRIPTION

Clean Digester #3 at Spokane WWT.

Customer to provide to access, a water supply and disposal of all waste material.

Estimate is based on the removal of an estimated 171,500 gallons of liquid at 5000 gallons or more per day. Sludge removal is based on the removal 50 yards of sludge at 15 to 20 yards per day and includes a confined space crew and equipment.

Itemization	Hrs./Units	Description	Price
Equipment and Labor: Portal to Portal	132	Remove liquid from Digester#3	35,000.00
Equipment and Labor: Portal to Portal	16	Remove sludge from Digester#3	10,500.00
Equipment and Labor: Portal to Portal	6	Remove liquid from Digester #3 / Daily rate.	1,000.00
Equipment and Labor: Portal to Portal	8	Remove sludge from Digester #3/ Daily rate.	3,500.00
Safety Equipment:	Lot	Confined Space / PPE	Included
Supplies:	Lot	6" ADS Hose.	Included
Other:	Disposal of waste	Provided by customer	N/C
Total is estimated only. Price may vary for job completion.			
Total does not include sales tax			\$ 45,500.00

Estimate includes prevailing wage rates.

Labor regular time is based on work performed Monday thru Friday between 7:00 am and 3:00 pm.

Big Sky Industrial Acknowledgment:

Customer Acknowledgment: (Please sign and fax/email back)

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

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

06/03/2019

<u>Date Rec'd</u>	5/14/2019
<u>Clerk's File #</u>	OPR 2019-0386
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE FOR WALL STREET APARTMENTS		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Barnham Group, LLC for twenty-four new multi-family housing units located at 1405/1407 N Wall St, Parcel Numbers 35182.0807 & 35182.0806.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience 4-8-19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	abrast@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tpalmquist@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		sbishop@spokanecity.org	
		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

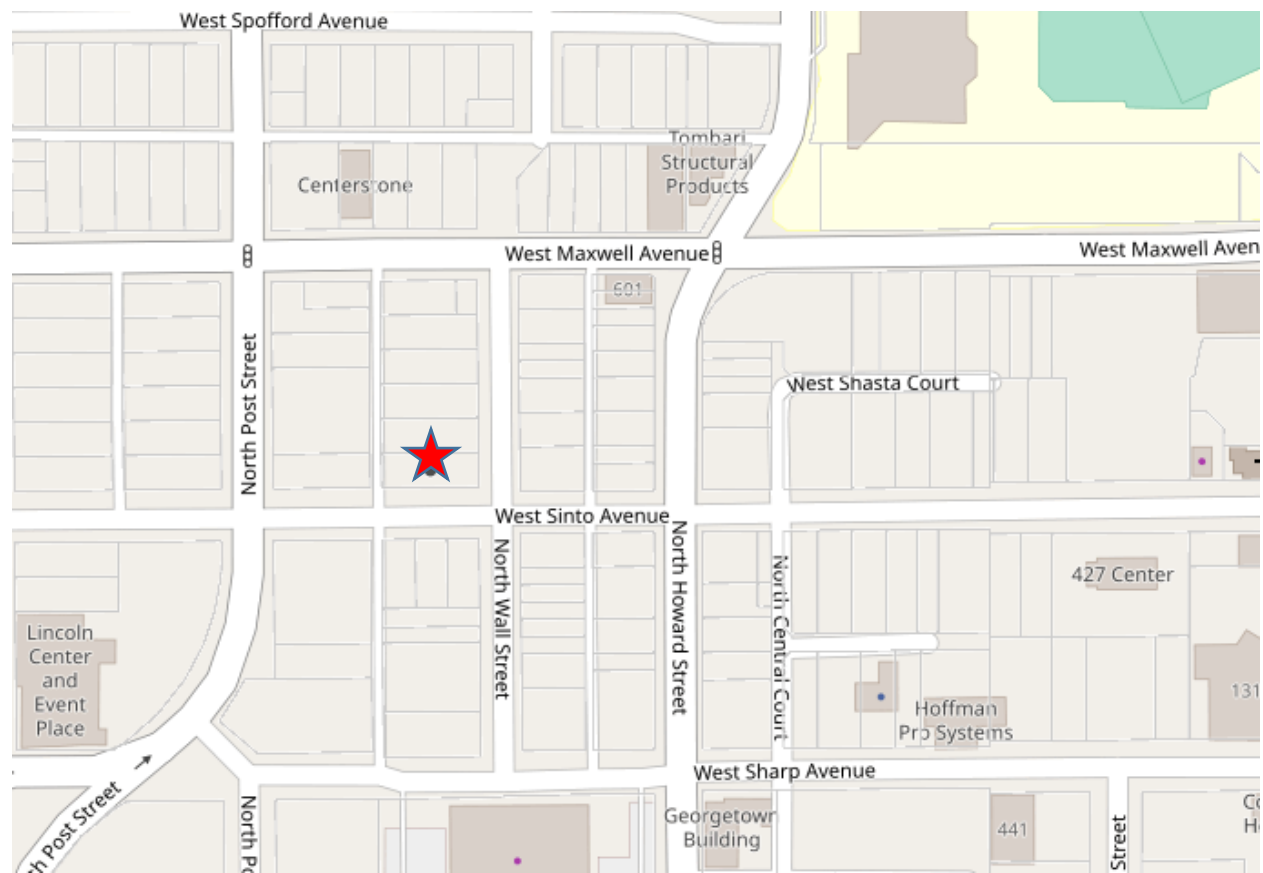
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	April 8 th , 2019
Contact (email & phone):	Ali Brast (abrast@spokanecity.org , 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Teresa Sanders
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract
<p>Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> • Applicant applying for a conditional contract for a 24-unit apartment building at 1405 N Wall. • Property is zoned RHD-55, so use is allowed 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Wall St Apartments	
Number of units in the project	12
*Average Property Value Exempt per unit	\$121,094
Estimated City Property Tax forgone annually per unit	\$625
Estimated Property Tax saved per project annually	\$19,763
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	\$237,151
Estimated City Tax forgone during the term of exemption per unit	\$7,498
Estimated City Tax forgone during the term of exemption all units	\$89,978
<i>Once a project has met programmatic criteria the owner can expect to save approximately \$1,600 on their tax bill for every \$120,000 of Exempt Assessed Value on the housing portions of the property.</i>	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Barnham Group LLC, Nick Barnes & Aaron Cunningham, as "Owner" whose business address is 120 N Stevens St, Suite 300, Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

STRATTONS ADD L6 B20

**Assessor's Parcel Number(s) 35182.0807 & 35182.0806, commonly known as
1405/1407 N Wall, Wall St. Apts. .**

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; – NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2019

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Nick Barnes & Aaron Cunningham
Barnham Group LLC

By: Nick Barnes

Its: Member Barnham Group

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON 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 _____, 2019.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 14th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Nick Barnes, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her 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 14th day of May, 2019.



Emily Orellana

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

My commission expires 8/7/2020

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

06/03/2019

<u>Date Rec'd</u>	5/20/2019
<u>Clerk's File #</u>	OPR 2019-0387
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - FRANKLIN ELEMENTARY NOMINATION TO SPOKANE REGISTER OF		

Agenda Wording

Recommendation to list Franklin Elementary, 2627 E 17th 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. Franklin Elementary has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
<u>Purchasing</u>		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Franklin Elementary – 2627 East 17th 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 1909 with a wing addition in 1953 (demolished) and a new addition to the north and west of the original building, Franklin Elementary meets the 50-year age criteria established for listing in 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, E).

- **Under Category A**, Franklin Elementary School is historically significant under Category A for its direct contribution to the broad pattern of educational development in Spokane. The nominated building represents a second phase of school construction in the city and was one of the structures built as part of a quarter-million dollar effort to modernize the school system just after the turn of the 20th century.
- A later addition in the early 1950s shows how the district adapted to the post-WWII baby boom and the changing needs of its students, teachers and administrators (wing demolished in 2018 and a new addition constructed).
- **Under Category C** as a resource that embodies the distinguishing characteristics of its type and period of construction. Stylistically the school represented a shift from the grand Romanesque Revival structures with bell towers of the 1880s, to the more restrained classical traditions of broken cornices, flat roofs and symmetry of the turn-of-the-century.
- The school is an outstanding example of early public school architecture in Spokane and is one of a few standing elementary school structures from a second wave of school construction in the city.
- The school also represents the work of noted Spokane architect, Loren L. Rand whose career spanned more than 30 years.

3. SMC 17D.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."*

- Franklin Elementary retains good integrity in terms of its location, setting, design, workmanship, materials, feeling and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated Franklin Elementary according to the appropriate criteria at a public hearing on 5/15/19 and recommends that Franklin Elementary be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

28-25-43: RIVER VIEW (AFN# 3100098): E150FT OF S150FT L1 B2 EXC E27FT LYG S OF N42FT OF SAID PLAT; TOG W/ L5 B2 OF SAID PLAT EXC ANY PTN LYG WITHIN MT. VERNON ST; ALSO TOG W E100FT OF L6 B2 OF SAID PLAT; ALSO TOG W/ E125FT OF W150FT OF S1/2 OF S1/2 OF L6 B2 OF SAID PLAT

Parcel Number(s) 35281.0242, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District #81, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **May 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **2627 East 17th Avenue** commonly known as **Franklin Elementary School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 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.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the

parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

David A. Condon

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, 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 _____, 2019.

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: Franklin Elementary School
And/Or Common Name:

2. Location

Street & Number: 2627 E. 17th Avenue
City, State, Zip Code: Spokane, WA 99223
Parcel Number: 35281.0242

3. Classification

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

4. Owner of Property

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

5. Location of Legal Description

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

6. Representation in Existing Surveys

Title: NRHP Nomination – Franklin Elementary School
Date: 5/1/2017 ☒ Federal ☐ State ☐ County ☐ Local
Depository for Survey Records: NPS, DAHP

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 Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: 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.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: 5.54 acres (241,200 square feet)

Verbal Boundary Description: RIVER VIEW (AFN# 3100098): E150FT OF S150FT L1 B2 EXC E27FT LYG S OF N42FT OF SAID PLAT; TOG W/ L5 B2 OF SAID PLAT EXC ANY PTN LYG WITHIN MT. VERNON ST; ALSO TOG W E100FT OF L6 B2 OF SAID PLAT; ALSO TOG W/ E125FT OF W150FT OF S1/2 OF S1/2 OF L6 B2 OF SAID PLAT

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

11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

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

Telephone Number: 509-458-5517

E-mail Address: jim@jimkolvaassociates.com

Date Final Nomination Heard: 5/15/19

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

DESCRIPTION OF PROPERTY

Description -Summary

Franklin Elementary School is in the southeast quadrant of the City of Spokane, within the Altamont Neighborhood, at the northwest corner of 17th Avenue and Mt. Vernon Street. The two-story 1909 red brick building and 2018 addition fronts on the north side of 17th Avenue and is set back behind several large pine trees. The site slopes down to the north and includes a couple of exposed basalt stacks north of the playfield. Single-family houses are adjacent to the west and north, and across the bounding streets. The surrounding single-family neighborhood consists of smaller bungalows and cottages built in the between 1900 and 1980, with the bulk built in the mid-1940s to mid-1950s. Two lots across 17th Avenue, opposite the school are owned by the District and used for parking. The total site size is about 5.54 acres, with about 2.3 acres on which the nominated school building is sited.

The 1909 classroom building is set back from 17th and from Mt. Vernon. The front entry is approached by a semi-circular concrete sidewalk that connects the sidewalk along 17th with the building's main entry. Three mature pine trees are in front of the building. An asphalt parking lot with 35 staff spaces is along the east side, between the building and Mt. Vernon Street. The parking lot extends north of the school building to a concrete curb and pedestrian ramp from Mt. Vernon Street down to the playground, an island, and an asphalt fire access lane. A concrete retaining wall extends west from the parking lot along the 1909 building into the 2018 addition. The two-story addition, which replaces a two-story addition constructed in 1953, attaches to and extends west and north of the 1909 building. The addition's front façade steps slightly forward of the façade plane of the historic building.

Building Description -1909 Building Exterior

The 1909 two-story red brick classroom building is rectangular, symmetrical and fronts along 17th Avenue. The main entry is approached by a semi-circular concrete walkway. The rectangular building is 112 feet long (along 17th Avenue) and 68 feet wide (along Mt. Vernon Street). Three major bays, consisting of the projecting main entry portico and stepped pediment, a four-window bay group that flanks each side, and a double window bay group at each end, rise from the hewn granite basement wall and continue through the first and second floors.

Terminating the elevated granite basement wall is a horizontal band of red brick that includes the voussoired flat arches of the basement windows. Topping this band are two corbeled brick courses, each projecting slightly beyond the other, which run from the portico to the outside building corners. This belt course defines the first floor level.

Extending up from the corbel belt course at the outside edges of the four-bay group of basement windows is a slightly projecting brick panel that rises to the ends of the first floor terra cotta window sills (20-inch sections with ribbed joints). The sills are continuous beneath the four openings and extend 8 inches beyond the outside edges to terminate at the raised brick quoins that frame the first and second floor four-bay sections. The quoin pattern rises to wrap around both the second story window groups and further unites the window ensembles. Above the second floor windows and extending across the façade between the centered terra cotta

FRANKLIN panel and the outside corners is a slightly raised brick course along the top of the window heads.

The smaller paired windows of the end bays (about 3/4 size) are framed by the continuous terra cotta sills, the raised brick quoins along the jambs, and the brick voussoir arches. Unlike the four-bay ensemble, the paired windows are not united vertically by the continuation of the quoin pattern between the first and second floor windows. Also, the brick field between the paired windows is slightly wider, 24 inches rather than 16 inches, and contains three vertically aligned recessed panels. Connecting the four-bay and two-bay window groups across the voussoired window arches is a wide band of slightly projecting brick courses. The brick walls are laid in common bond with Flemish headers every eighth course.

Demarking the top of the second floor is a wide band composed of two raised stretcher courses, a brick dentil course, flush double brick course, and molded terra cotta cornice course (20-inch sections with ribbed joints). Above the cornice is the flat brick parapet wall that is topped by a slightly projecting terra cotta coping course that has the same section lengths as the sills.

The pronounced front entry (no longer used as an entry) is approached by a single granite step to a broad granite platform, with one low step through the double wood and glass panel doors to the interior entry landing. At the corners of the granite platform are square terra cotta bases that support two fluted Tuscan columns at the front, and two square fluted pilasters set against the façade. The columns support a relatively plain architrave and frieze with dentil band and projecting molded cornices. A broken segmental arch pediment completes the portico. Within the apex is a bulbous urn with leaf-clad side orbs and a closed rounded blossom at the top.

A triple-window bay, detailed similarly to the previously described window bays, is centered above the portico. These windows are narrower and slightly shorter than the flanking four-bay ensembles. Above the windows and extending across the top of the flat brick voussoir window arches is a raised terra cotta panel with flat frame extrados, egg and dart intrados, and flat field with the raised letters "FRANKLIN".

A single slightly projecting horizontal brick course extends from the midpoint of the panel, across the window heads of the flanking and end bays to the building corners. Also, extending in alignment with the top of the panel and stepping up and above to frame the panel is the cornice band that extends from corner to corner. The cornice band is composed of two slightly projecting brick courses, a brick dentil course, and projecting molded terra cotta belt course. A flat parapet wall capped with terra cotta coping extends above the cornice. Over the entry bay, the parapet rises one step to a segmental arch shoulder and one more step to the flat-top pediment to terminate the building.

East Façade

The east façade is composed of granite rubble basement wall, and a flat red brick wall extending two stories to the sheet metal flashing topping the parapet. The brick is laid in common bond with Flemish headers every seventh course. The wall is essentially featureless except for a band

of window openings on each of the first and second floors and blind segmental arches (that form shallow niches) topped with brick voussoirs composed of triple vertical header courses. The wall is symmetrical with a large segmental arch niche rising from the basement wall to the top of the second floor in the center of the composition. Within the large niche on each of the first and second floors is an ensemble of three one-over-one metal clad wood sash windows resting atop cast concrete segmented sills. The sills are approximately twenty inches above the bottoms of the niche. Likewise, the single window bays flanking the large niche fill the upper portion of their respective niches leaving a twenty-inch gap at the bottom. This is the case of both the first and second floors.

Flanking on each side, with the second story aligned over the first story, are two different sized window niches, a blank field, and window niches near each of the corners. A corresponding pattern in the basement wall divides the wall into four sections: the corners which wrap around to the front and rear facades are granite, the wall segments beneath the featureless brick field are brick, and the central segment is granite. Within the central granite segment are two imbedded segmental brick arches with no corresponding niches. These arches are aligned between the two smaller bays flanking the central niche.

Prior to the 2018 renovation and addition, only two windows were in the wall, both modern metal sash and glazing. They occupied the first floor niches flanking the large central niche. The 2018 project added the triple window bands within the large niche and flanking second floor windows. It also appears from the color of the grout and bricks that the window niche next to the sash north of center had been filled in. This bay may have provided a connection to the auditorium that was at one time adjacent to the east side of the school building.

North Façade (Rear)

Because the site grade slopes down from front to rear (down to the north) concrete retaining walls are used to form a level terrace on which the school building and east parking lot reside. The building rises from the concrete pedestal formed by an eight-foot high concrete retaining wall that extends from the east parking lot into the 2018 addition. A straight-run of concrete steps climbs to the centered entry bay ascending from an asphalt play area with ten steps to an intermediate landing, then eight steps to the terrace. Steel pipe railings run up the middle and sides of the steps. On the east side of the steps the retaining wall steps up from the asphalt play area in five broad steps (can be used for seating) to a concrete planter, then up to the terrace. Flanking the west side of the stairs is a three-section concrete structure that steps back from the front edge of the bottom step to the retaining wall. The structure is composed of a low concrete platform that can be used for seating, a lower planter box, and an upper planter box. The platform and planters angle back to the vertical retaining wall that forms the face of the broad terrace along the rear of the building. The terrace is approximately 26-feet wide.

The rear façade is nearly identical in configuration to the front façade with the following differences: the entry portico is shallower and less ornate, the single second story window opening over the portico is divided vertically into three columns and horizontally into two rows, and the panel above the window bay is a plain brick field. The center window section cuts down through the sill to the top of the portico roof and replaces the fire door that had been added in the

1950s. The flanking window openings, sash, sills, arches, quoin pattern, belt courses and sash are the same as the front. (The 2018 renovation also included the replacement of fire exit doors in the classrooms adjoining the central bay by double-hung windows to match the classroom window configuration of the second floor.)

The first floor central bay ensemble consists of a double-door entry with sidelights similar to the front. The landing, however, because of the lower site grade, is accessed by a straight run of eleven steps to the rear entry landing. Four stepped square brick buttresses capped with concrete slabs flank the final run of steps. Steel tube railings are along the outside edges and along the center of the stair run.

The steps are broad, the same width as the double doors and sidelights. The portico is supported by two square brick columns, one in each outside corner, and two square brick pilasters, one on each of the inside corners. The columns support a plain wood architrave and frieze with simple molded projecting cornice. Within the center bay are double-wood frame doors with two lower wood panels and upper glass panels. Similarly configured sidelights fill the remainder of the opening, above which is a flat brick field. The upper portion of the entry assembly contains three single-light windows framed by a slightly projecting brick header course sill (vertical), plain brick jambs, and flat vouissoired brick solidier arch.

West Façade

The west façade is a blank brick wall with the same niche configurations as the east façade, but is mostly obscured by the 2018 addition. Portions of the west façade are visible within the new building.

2018 Classroom, Library, Gymnasium Addition

Approved by Spokane School District Voters in 2015, a 27,600 square foot, 22-classroom addition with multi-purpose room, gymnasium, kitchen, stage, and other support spaces was constructed on the west end of the 1909 classroom building. The two-story red brick and glass panel addition extends about 250 feet west from the west wall of the original building. The project included demolition of the 1953 addition, and the rehabilitation of the 1909 building. The 1909 building was converted back to an eight-classroom plan with a new art room in the basement that replaced boy's and girl's restrooms and storage.

Set in slightly from the corner, a two-story dark-glass atrium abuts the west façade of the 1909 building and couples it to the new classroom addition. The southeast corner of the two-story red brick addition projects as an oblique angle forward of the recessed entry, and slightly forward of the front plane of the 1909 building. As the building extends west, the front façade is slightly modulated as it recesses in a shallow bay, returns to the base plane along a single classroom, projects forward along two classrooms, and returns to the base plane for two more classrooms.

The new classroom wing is asymmetrical and divided into five segments as it stretches west: an asymmetrical two-bay wall section, a recessed blank wall, a projecting single bay wall section, a projecting two-bay wall section, and a recessed two-bay wall section. The walls rise from a concrete foundation and terminate in a dark sheet metal cornice/coping to which the second floor

windows extend. The windows are fixed, framed with square anodized aluminum mullions, and are divided vertically into four equal sections. These sections are again divided into three horizontal sections by horizontal mullions, the lower sections equal in height to the upper two panels. The lower outside panels of each ensemble are casement sash and tilt open. The rows of upper panels are dark glass. Flat, slightly projecting cast concrete sills frame the bottoms of the window bays on both floors. On the first floor along the sill line, is a narrow square channel across the red brick field. The flat window arches are articulated by a 24-inch-wide band of vertically-aligned brick stretchers. Additional detailing is created by slightly recessing the brick fields between the concrete foundation wall and first floor sills and the first floor arches and the second floor sills. The brick wall segments between the window bays appear to project slightly as square piers. This detailing quietly alludes to the detailing of the historic 1909 building.

West Façade

The west façade reveals the site's slope down to the north as the concrete foundation wall rises in height relative to the asphalt driveway as it intersects with the north façade. The west façade is divided into three segments that step back to the east. The southwest corner is a blank brick wall that rises from the concrete retaining wall that extends south beyond the west façade. The wall terminates in a black sheet metal cornice. The north wall of the southwest corner steps back into a black glass atrium that highlights the west entry to the central hallway of the addition. The atrium, in turn, steps back into the blank brick wall of the northwest corner.

Interior

First Floor of 1909 Classroom Building (After 2018 Renovation)

Within the portico centered in the front façade, the double front doors open to an entry vestibule (no longer used as an entry), an approach landing, and a straight run of six shiplap linoleum steps to the first floor. The hall and stair configuration forms a cross with classrooms in each of the four quadrants (the reception and administrative offices in the southwest quadrant of the 1953 addition were converted back to a classroom). The central north-south spine includes the main entry vestibule and stairs, central foyer, and at the north end, the open interior staircase. The northerly staircase includes stairs up to the second floor with an intermediate landing and switchback, and stairs down to the rear exit landing, and either straight out the rear exit, or switchback, down to the basement. The perpendicular, east-west- crossing hall provides access to the classrooms, work rooms at the east end, and the 2018 addition on the west end.

The front entry (now locked) opens to a vestibule formed by an interior door and sidelight wall section that duplicates the exterior bay configuration. The exterior doors are wood frame with two-panel lower and one-light glass upper. Square wood mullions frame the doors, separate them from the sidelights, and extend through to divide the transom windows into three sections. The door head extends through the sidelights to frame the bottom of the transoms. The doors are secured by panic bars, which, along with the closers, have replaced the original hardware. Furthermore, the doors are used only for exiting and do not allow entry. The building's main entry is now via a secured doorway in the glass atrium that connects the historic and new buildings.

The interior wall of the entry vestibule is configured identically to the exterior entry bay, with double doors, sidelights and transoms. Additionally, above the three-section transom is an upper section of three glass panels matching the widths of the transom sections. The interior set of double doors that originally matched the exterior doors, has been removed. The vestibule floor is hardwood and the plaster walls rise to the original plaster ceiling.

Wood base moldings and handrail moldings are along the plaster walls flanking the steps. A one-inch round steel tube handrail is set on the wood molding flanking the steps. The steps are covered with black linoleum strips.

The first floor foyer and halls are 2-inch hardwood, the walls are plaster, and the ceiling inboard of the inner vestibule wall is acoustical tile attached to the plaster above. Milk glass schoolhouse globe light fixtures are suspended from the acoustical tile ceilings by a black metal rod. Inset into the tile-clad ceiling are flush fluorescent light panels.

At the top of the main entry stairs is the first floor, an open, square foyer that extends to the open stair well on the north and intersecting hallways to the west and to the east. Engaged compound piers, composed of a square pier and square pilaster articulate the corners of the foyer, and support the square beams that further define the space. Each of the four piers opens with two faces: the piers with plain flat shafts opening to the foyer, and the slightly projecting paneled pilasters opening to the hallways. The piers rest on square bases with plinth, scotia and torus, and terminate with a square Tuscan capital. The pilasters have a flat base, and are divided into two recessed-panel segments, representing the pedestal and the shaft. The base, separating the pedestal and shaft, is essentially a continuation of the chair rail molding. A Tuscan capital completes the pilaster. The ceiling of the foyer is a square grid of acoustical tiles framed by the intersecting beams that form a square. Fire detection and alarm devices and emergency lighting is affixed to the ceiling and four round light cans are recessed into the ceiling.

Adjacent to each of the corner pilasters within the hallways are the doors to the classrooms. The flat wood frames surround both the solid five panel wood door and transom window. The base and chair rail moldings of the pilaster continue to the doorframes and the other side to the wall. The doorframe moldings consist of flat plinths that extend slightly above the base moldings, flat pilasters, and simple entablatures with narrow necking, plain frieze, and narrow cornice moldings. The inside of the wide jambs are detailed by five recessed panels, corresponding to the five panels of the door slabs.

The easterly hallway provides access to Classrooms 139 on the south side and 138 on the north side. Banks of lockers are along both the north and south sides of the walls that terminate in "T" intersection in the breakout room at the east end of the building. A door to a small custodians room is on the north side, and in the north end (northeast corner of the building) is an office. Likewise, an office is at the south end (southeast corner).

The westerly hallway provides access to Classrooms 134 and 135 and to the new addition. Banks of lockers are near the west end on both walls of the hallway. At the west end is a landing that provides access to an elevator on the north side and stairs down straight ahead to the 2018

addition. In the northwest corner of the 1909 building, opposite the elevator is a staff restroom, and on the north is a conference room. In the southwest corner is a staff break room.

Back to the middle of the building, the open staircase at the north side of the entry foyer services both the second floor and basement levels with a landing that provides access to the rear (north) exit doors and stairs. At this landing the stairs switch back and descend to the basement. Above this run and forming a ceiling is the lower run to the second floor. An intermediate landing and switchback continues the run to the second floor classrooms. The steps are clad with shiplap linoleum surfacing the treads. Wood base and rail moldings abut the plaster wall. Simple newel posts, with recessed vertical panels, beveled corners and flat flared tops anchor the balusters at the ends of the runs. Flat sawn board balusters joined to form a simple cutout pattern with trefoils and orbs run on the open sides of the stairs and landings. Bottom and top rails join the balusters to the newel posts.

First Floor Classrooms

The classrooms are rectangular, 34-feet along the east-west axis and 26 feet across. Ceilings are 13 feet from floor to original plaster, but they have been lowered by installation of a grid of acoustical tiles and light panels. The outside walls each contain four double-hung wood sash windows joined by a continuous sill rail. The opposite wall, along the central hallway, has two high glass panel windows. Note that the dropped ceiling is configured to leave an open gap that wraps around the windows leaving them fully exposed. At one end of the room is a centered large white board. A smaller white board is centered in the opposite wall. This board is flanked by a vertical tall wardrobe closet with full length wood doors on one half and the other half divided horizontally into an upper and a lower section. The doors are hinged and open at the center. On the other side of the white board is a base cabinet with sink and a corresponding row of upper cabinets with flat wood panel doors, similar to the wardrobe closet. The white board, and cabinets terminate below the ceiling at the same height. (The original cloak closets and built-in cabinets have been eliminated with the space added to the classrooms.) Original floors are hardwood strip that have been covered with carpet. Walls are plaster as are the original ceilings that are now covered by dropped acoustical tile ceilings and recessed fluorescent light fixtures.

Second Floor Plan and Description

The central stairs run from the first floor north to a broad landing, then switchback to run south to provide access to the second floor hallway and classrooms. The stair run lands in a short alcove that opens to an east-west hallway. Similarly to the first floor, the hall and room arrangement forms a cross with classrooms in each of the quadrants and, at the east end, a breakout room, and west end, a portal to the new addition. Within the stair alcove and adjacent to the east side of the upper run and over the top of the lower stair run is an office for itinerants (original principal's office). Classroom 238 is in the northeast corner, Classroom 234 in the northwest corner, Classroom 235 is in the southwest corner, Classroom 239 in the southeast corner, and the Parent Volunteer room (originally a teacher's room) in the center. Like the first floor, the hallways contain banks of lockers, and at the east end is a breakout room, with a custodian's room, and offices at the north and south ends. The interiors of the classrooms are configured similarly to those of the first floor. At the west end, similarly to the first floor, is an

elevator and stair landing that connects with the new 2018 addition. Flanking the landing are staff restrooms and a girl's restroom on the north side, and boy's restroom on the south site.

Basement Plan and Description

The main interior stair system provides access to the basement from the rear exit landing, with stairs ascending from outside, and stairs descending from the first floor. The run from the landing to the basement descends to the south, landing on the concrete floor. The stairs are in the north alcove, the top of the cross, with a floor plan similar to the first and second levels. A long east-west corridor runs from a door in the west end that provides access to the 2018 addition (cut in during the 1953 addition and remodel).

Flanking the stair well along the north side of the corridor is an unfinished room and a utility room on the east side, and the furnace/boiler room on the west side. The furnace/boiler rooms have granite and brick walls and concrete ceilings, and concrete floors. On the south side of the hall, across from the stair alcove are two doors, both providing access to the art room that includes sinks, cabinets and a kiln room (originally boys' and girls' restrooms). Along the east end of the building, north of the kiln room are mechanical rooms. A long and narrow book room is along the corridor between the mechanical rooms and the end of the central hallway that extends west to connect with the 2018 addition. At the west end of the hallway, just before the juncture with the new addition, are doors on the north and south sides that provide access the mechanical rooms, electrical on the south, and finance on the north.

Alterations to 1909 Building and 1953 Addition- Exterior

As mentioned, an addition was built on the west side of the 1909 building in 1953. The demolished 1953 addition was designed by Spokane architects, Funk, Molander, and Johnson, and William C. James, Associate Architect, and consisted of a two-level structure (classrooms at street grade along 17th Avenue) that attached to the west wall and extended to the west of the original 1909 building. The new building contained four classrooms, a library, music room, and gymnasium/multi-purpose room.

The narrative in the National Register of Historic Places nomination (2017) for Franklin School included a description and photos of the 1953 addition that was subsequently removed and replaced by a new addition in 2018.

The 1909 plans for the rear (north) façade show three fire exits on the second floor, one in the center room over the entry portico, and one in the interior bay of each of the adjacent classrooms. The flat roof of the portico provided a platform for the center fire door and the two classroom fire escapes. Steel pipe rails and chainlink fencing wrapped around the platform and fire escape stairs. The original drawing for the 1906 building shows a single fire exit stair on the east side, but a second emergency stair was added to the west side of the portico, possibly during the 1953 addition and remodel. In the 2018 renovation, the emergency exit doors and fire escapes were removed. The center door was replaced by a horizontally-divided three-section glass panel window. The flanking emergency exits were replaced by double-hung metal clad one-over-over wood sash windows that match the rest of the windows in the façade. The wall sections beneath

the new double-hung sash were filled-in with matching brick; and sills matching the existing were inserted to fill the tops of the gaps.

East Façade - Prior to the 2018 renovation and addition, only two windows were in the wall, both modern metal sash and glazing. They occupied the first floor niches flanking the large central niche. It is assumed that the original sash was double-hung one-over-one wood. A first floor niche next to the northerly window opening was open at one time, but is now filled with brick. No photos or drawings are available that depict this opening, but it was likely a solid brick niche that was opened when the auditorium was added circa 1931, and filled again after removal of the auditorium sometime after 1957. The parking lot now occupies the space once occupied by the auditorium. The 2018 project added the triple window bands within the large niche and flanking second floor windows.

The square brick chimney formerly in the northwest corner and rising about ten feet above the top of the parapet wall was removed in the 2018 remodel and addition.

1909 Classroom Building - Original Floor Plans-ca. 1907-1909

Floor plans and elevations of the original 1909 building reveal alterations in the floor plans resulting from the 1953 addition and the 2018 addition.

Floor plans and elevations of the original 1909 building depict a larger building than was actually constructed. Architect LL Rand had been commissioned by the Spokane School District to draw plans for a group of schools in the first decade of the 1900s. The available plans have a heavy blank line in front of "School Building," with "L.L. Rand, Architect." Thus it is possible that the plans had been drawn and were sitting on the shelf before the Board actually approved the school building. Based on the exterior details, and interior room configurations, the existing building was constructed from a pared down version of these plans. The full plans include wings on both the west and east ends that were not constructed. Within these wings were classrooms, support rooms, stairwells, and centered porticos over entries on the east and west. Landing platforms were outside of the doors and portico roof with a stairway east of the portico. These wings were never constructed, but the placement of the building on the site and the blank west and east facades suggest that they would be built in future years. The front façade is unaltered from its original construction.

The building that was actually constructed included four classrooms on each of the first and second floors, one in each quadrant arranged on a cross hallway configuration. On the first floor, the front entry, vestibule, foyer, stairwell to basement and second floors, and landing to the rear exit were built in the current configuration. Likewise the cross, east-west hallway provided access to the four classrooms. Each classroom had a cloak closet. The wings that were not built contained classrooms with the cloakrooms located in the main building backing to the four extant classrooms.

The same hallway and classroom configuration occupied the second floor; but with the addition of a teacher's room and teacher's toilet placed in the spaces overlying the first floor entry

vestibules and landings. Student restrooms, heating plant and storage were on the basement floor.

The basement exhibits the same cross hallway configuration with a storage room in the south side opposite the stairwell. Boys' and girls' restrooms flanked the storeroom. The boiler and mechanical rooms occupied the northwest corner on the north side of the hallway.

Drawings of the basement, first floor, and second floor are included on a set of the 1953 addition drawings and depict the floor layouts with some alterations to the original plans. The basic layout of the 1909 plans is retained in the reconfigured room arrangements. Reception and administrative offices and support rooms occupied what was originally a classroom in the southwest corner of the school.

Alterations to 1909 Building 1953 Addition – Interior

During the 1953 addition, some remodeling was done to the first and second floors. The configurations of hallways and rooms were modified in two areas. Ceilings throughout were lowered by installation of acoustical tile panels and florescent light fixtures. The wood floors in the classrooms were covered by carpet. The glass in the high windows in the walls between the classrooms and hallway had been replaced with plywood panels. In most cases, green and white boards replaced slate blackboards. Most original base and wall moldings had been retained, with addition of vinyl base moldings in classrooms.

The primary alteration to the first floor was the reconfiguration of the southwest classroom into a reception, secretarial, and principal's office. Additionally, the hallway to the teacher's workroom at the east end was truncated by a new wall and doorway. The doorway and wall were placed just east of the classroom doorways so that the hall was included in the teacher's room. At the west end of the building, a doorway was cut in the west wall to connect the 1909 building and the 1953 addition.

On the second floor, minor changes were made to the second floor hallway configurations, with the classroom and end room layouts remaining about the same. The 1909 plan shows the hallways with open ends and continuing to the stairwells of the west and east wings that were not constructed. In the 1953 addition and remodel, the west end of the west hallway was terminated with a new door that provided access to a library. At the east end, the hall was terminated by a new door at the west end of the hallway, just east of the doors to the northeast and southeast classrooms. Also, the wall of the room to the original teachers toilet room at the north alcove over the stairs was reconfigured to increase the width of that room.

The basement restrooms were updated in the 1953 remodel, and eliminated and replaced by art rooms in the 2018 remodel.

Areas of Significance –

Category A - Broad Patterns of Spokane History, Education

Category C – Architecture

Significant Dates – 1909, 1953 Completion of Construction (period of significance 1889 -1953), replacement of 1953 addition with new addition and remodel of 1909 building, 2018

Architect – Loren L. Rand

Builder: Spokane School District No. 81

Summary

Franklin Elementary School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture.

History of the continuum of education in Spokane

Two Franklin Elementary schools have existed in Spokane. The first, constructed in 1889-1890 at the corner of Front (now Spokane Falls Boulevard) and Oak streets, was demolished in 1910 after its grounds were gobbled up by the neighboring railroads. But before being demolished, a new school was built on the South Hill of Spokane.

Constructed in 1909, the school is one of the few remaining elementary schools in Spokane from the first decade of the Twentieth Century. This represents the second phase of school construction in the city and was one of the structures built as part of a quarter-million dollar effort to modernize the school system just after the turn of the 20th Century. The school is an example of public school layout and the progression of public education in Spokane. An addition in 1953, since demolished and replaced by a 2018 addition, shows how the district adapted to the post-WWII baby boom and recent trends in educational policy and school design.

Architecture

Loren L. Rand was one of Spokane's master architects, and even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools. Essentially unaltered, the 1909 Franklin School is symmetrical, well balanced, and detailed with elements pulled from the Classical vernacular, an evolution from the grand Romanesque Revival structures of the late 19th Century. A classical portico, brick quoin patterns, terra cotta details and pronounced pediment distinguish the neighborhood school building. The interior floor plan retains good integrity showing entry and stairway details, classroom configuration, and day-lighting concepts. Originally planned to have an additional wing at each end, the east and west facades were essentially blank, awaiting perhaps completion of the plans.

Funk, Molander and Johnson were commissioned to design a classroom and gymnasium wing that was constructed to the west side in 1953. The two-story addition, a one-story classroom section and two-story gymnasium/multipurpose room represented contemporary design for the post WWII period.

This 1953 addition was demolished in 2017 in order to modernize the 1909 classroom building, and expand the school with the design work of ALSC Architecture of Spokane. Approved by Spokane School District voters in 2015, a 27,600 square foot, 22-classroom addition with multi-purpose room, gymnasium, kitchen, stage, and other support spaces was constructed to the west of the 1909 classroom building.

HISTORICAL CONTEXT

The following narrative about the development of the Spokane school system is adapted primarily from three sources: Emerson (2008), HistoryLink.org Essay 8723, "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942. Spokane School District No. 81;" and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokane Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1897 shows eleven children in the district between the ages of 4 and 21 and that there was an average daily attendance of four children. The first dedicated public school building in Spokane, a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street, was built in 1878.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 which had organized in 1872 its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokan River, thence down Spokan to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In the year 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school, and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

The new high school was built in 1891 and rapidly increasing enrollment required the construction of a north side high school, North Central, in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane. In 1910, fire again struck and destroyed the South Central High School. Voters approved a bond for a new school, and Lewis and Clark High School was opened in 1912. (Emerson, 2008)

As reported in “First Class for 100 Years,” by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes. Eighteen elementary schools were built between 1900 and 1910, the heyday of school. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989) Rockwood’s span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

It is notable that L.L. Rand, in the span between 1907 and 1910, in addition to Franklin, designed Adams (1910), Audubon (1908), Cooper (1909), Jefferson (1910), Roosevelt (1907), and Stevens (1908). Rand also designed McKinley School that was constructed in 1902.

Several of the original buildings in addition to Franklin remain from the early years. They include Adams, Hutton, Finch, Jefferson, and Wilson that continue to serve the children of District 81. While Hutton School was undergoing expansion and rehabilitation (2014-15), Hutton students attended Jefferson Elementary on 37th and Grand Boulevard (which was replaced by a new Jefferson nearby). Hutton’s completion in the fall of 2015, again left the old Jefferson School vacated and awaiting its next chapter, that of housing Franklin students during the expansion and remodel that was completed in 2018. Extant former, but privately-owned, elementary schools include Cowley, Lowell, and McKinley. Cowley (1918) is currently listed on the Spokane Register and has been converted to housing. Lowell (1917) is being redeveloped as a restaurant. McKinley (1902) was listed in the Spokane Register in 2017 and the National Register in 2018, and is also undergoing an adaptive reuse project.

In addition to Franklin, the following schools are listed in the National Register of Historic Places: Lewis and Clark High School (11/30/2001), Rogers High School (12/21/2010), Finch Elementary School (1/8/2014), and Hutton Elementary School (Rockwood District, 2/18/1997), and McKinley School (12/7/2018).

The Approval and Building of Franklin School

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

Spokane School Board Record Book F – 8/11/1904 – 5/18/1908

Site Proposed for New School

The story of Franklin School continues at an August 24, 1908 meeting of the District 81 Board of Directors. Communication from the F. B. Grinnell Company was received in reference to a site in the Altamont Addition. An appointment would be made to visit the site.

At the September 14, 1908 meeting (P63) Mr. Murphy Addressed the Board in reference to a school site at or near Altamont Addition and communication was received from Altamont Height Improvement Association on the same matter. The subject was referred to Building and Grounds Committee.

On January 16, 1909 (P105) the Board of Directors met at 10 AM in the office of Mr. Stone at the call of President [Dr. Allen] to consider the matter of selling part of the Franklin school grounds. "The Spokane and Inland Railroad Com. presented an offer to purchase 19 feet of north end of said grounds for the sum of \$1900.00." On a motion by Mr. Stone, the board voted to accept the offer. Board members included Dr. H.W. Allen, G. Steward, W.C. Stone, W.S. Gilbert and A.W. Davis.

The February 8, 1909 (P108) meeting concluded with the purchase of a new school site. "On a motion of Mr. Steward it was voted to purchase for school site block 250 x 295 feet situated at the corner of 17th Ave and Mt. Vernon Street as per offer submitted by Mr. Corbaley, for \$3150.00 and the Secretary was authorized to issue warrants for same ..." Motion approved. The Board action was reported by the *Spokane Daily Chronicle* the following day (3:4) Within an article headed: "**NEW SCHOOL IS NOW CROWDED**" ... "The board purchased a school site on the northwest corner of Seventeenth avenue and Mount Vernon street for \$3150." [Note that the reference to "Crowded" was to North Central High School.]

Also at the February 8th meeting (P110), the Inland Empire System accepted the offer of \$1900 for the Franklin site (Lot 7 Block 4 Resurvey of 2nd Add to 3rd Add to RR Add).

On February 25th (P113) the Board discussed putting a \$400,000 bond issue for purchase of sites, erection of buildings, and equipment on the ballot.

In the March 8th meeting (P117) a communication presented from Altamont Heights Improvement Club thanking the Board for action in securing a site in that district was placed in the file. Additionally, an application was received from Inland Empire System to purchase 12 feet additional from Franklin school site (P118). On motion of Mr. Stewart, the Secretary was instructed to reply that the Board does not consider it advisable to sell more of said site at present.

The board in its meeting of April 19th (P130) instructed the Secretary to advertise for bids on the following buildings: eight-room building at Riverview [the Altamont site, which

would later replace the original and become the new Franklin School]; four-room addition to Sheridan; four-room addition to Audubon as per plans and specifications.

On May 10th (P135) bids on proposed new school projects were received as follows: "Building in Riverview, for the General Contract," nine bids ranging from \$33,533 to \$48,260 were received. On a motion of Mr. Gilbert, the Board voted to award the contract to F.E. Peterson as per bid for \$44,533.00; contract to be completed by September 1st 1909. The plumbing contract was awarded to M. Isbister Heating and Plumbing for \$3450.00.

At the same meeting (P 140), Franklin School was slated to be abandoned: "On the motion of Mr. Davis it was voted it is the sense of the Board that the Franklin and Field schools should be abandoned for school purposes and that the question of selling said sites and buildings be submitted to a vote of the electors of the school district as a special election to be called sometime during the summer.

The next day, May 11th, the *Spokane Daily Chronicle* (9:1) would report: **"SELL TWO SCHOOLS" "Field and Franklin Buildings and Grounds to Be Disposed Of."**

At a meeting of the school board last night it was decided that the buildings and grounds of the Franklin and Field schools will be sold by school district No. 81. The question will be submitted to a vote of the people...

The Field school, which includes 10 rooms, is between the Great Northern Railroad tracks and College Avenue west of Madison street. The Franklin school is on Front avenue between the Northern Pacific shops and the Spokane & Inland yards. It is calculated that the sale of both properties will raise a substantial sum which will help towards paying off the \$250,000 worth of bonds which will become due in December." ...

Proposed School at Altamont is Named Franklin School

The board, on May 31st (P155) on a motion of Mr. Stone, voted to discontinue the use of the present Franklin school at the end of the school year and that the name of Franklin be given to the new school building being erected on the S1/2 and E 168 feet of the N1/2 of Lot 5, Block 2, Riverview.

The Spokesman-Review reported that action the next day, June 1, 1909. **"FRANKLIN, NEW SCHOOL"** (p6:1) **"BOARD GIVES NAME TO NEW ALTAMONT BUILDING"**

To retain the name of the Franklin school, which is now borne by the building near Schade's brewery and the Northern Pacific shops, the new building in Altamont Heights will be christened "The Franklin" on its completion this fall.

This was the result of action taken last evening by the school board which passed a resolution last month declaring its intention to abandon the present Franklin school and sell the building and grounds after this school year.

On August 30, 1909 (p15:1) The *Spokane Daily Chronicle* reported: **“THEIR WORK WILL SOON COMMENCE”**

“Supt. Watson Assigns Teachers for the School Year”

Franklin School

M. B. Tower, principal; Caroline Schick, 5; Margaret Guinan, 4; Myrtle Baire, 2-3; Floy Sullivan, 1-2; Lura Green, 1. The article listed Supervisors, Manual Training, two high schools, and thirty [elementary] schools.

The *Spokane Daily Chronicle* revealed on September 4, 1909 (p7:3) that the District: **“HAVE NO POWER TO SELL SITE” “School Board Can Not Sell the Franklin, Says Dr. Allen”**

“If E.D. Sanders or any other man were to offer us \$1,000,000, \$1, or any other sum, we could not accept it for the reason that we are bound in such a manner that we have no power whatsoever to sell the Franklin school property or any other school property.”

In the above words, Dr. H.W. Allen, president of the board of education, replied to the reports that have been circulated charging the school board with incompetency in trying to get rid of this property at the figure of \$100, 000.”

“All this talk looks absolutely foolish when one knows the facts connected with the proposition,” continued Dr. Allen. “If anyone will take the trouble to look up the laws under which this board of education is working, he will find that we have no power to sell any property valued at more than \$2000 unless we first call an election of all the voters in the school district and receive their sanction. We have not called for such election and do not intend to do so.

No Authority to Sell.

We have no more authority to sell the Franklin school property to the Milwaukee railroad than we have to sell Riverside avenue. This board of education nor any member of it has been guilty of any wrong in this Franklin School proposition. The matter will be disposed of in this way and I want the taxpayers to be set straight on it: The Milwaukee railroad, if it wants this property for its right of way will institute condemnation proceedings in the courts. The court will then appoint appraisers to arrive at a just and equitable valuation to place upon the property. ... Article continues.

At the Board meeting of September 13, 1909 (P196): On motion of Mr. Davis, the Finance Committee was instructed to consult attorney C.P. Lund in reference to representing the District in the condemnation suit filed on Franklin school grounds and if satisfactory terms can be agreed upon to employ Mr. Lund.

The Biennial Report of the Public Schools of Spokane, Washington For the Two Years Ending June 30, 1910 summarized the state of Spokane schools. The statistical report for Franklin indicated 6 teachers, 144 registered students, with an average daily attendance of 148 students. The table "General Information Relating to Buildings" showed the following: 2 high schools, 33 grade schools, and 2 other buildings. These buildings were constructed between 1890 and 1910. The following facts were provided for Franklin: erected date – 1909; No. of Stories -2; Size of Grounds – 238 x 300; Valuation of Grounds – \$5,000, and of Building -\$45,000; Number of Rooms – Session - 8, and part of 16-room building. The report also includes a photo of the new Franklin School.

On December 14, 1925 (P343) a request was made to the Board. A "Committee From Franklin" presented a petition for the addition of an auditorium and gymnasium. At the same meeting the board approved the contract for the Franklin sewer connection.

On December 28, 1925 (P379) "Matter of Auditorium" was discussed by the board.

In 1931 a framed multi-purpose auditorium/gym was added to the east side of the campus—Two narrow, arched, brick entries connected it to the main building. The building was removed in the 1950s, and those arches today are filled in with bricks. (First Class for 100 years)

In 1941 the PTA raised money to help purchase a house and land behind it on Mt. Vernon at 16th Avenue. The parents turned the house into a school for kindergarten. This house remained until the late 1960s. (First Class for 100 years)

Post WWII lead to the Baby Boom in the early 1950s that initiated a wave of classroom additions to keep up with the growth of the grade school population.

Don Walter illustrated the growth spurt that would be felt by Spokane Schools for the *Inland Empire Magazine* "**New Life For 6-Year-Olds.**" (*The Spokesman-Review*. 9/9/1950. 2:1.)

... This year's crop of first graders will set a new record in both the public and parochial schools when enrollment statistics are tabulated. Miss Leila Lavin, assistant superintendent of city school in charge of elementary education, said the public school expected between 2400 and 2500 first graders this year. This represents an increase of 300 from last year.

This year, however, is only the beginning of the school housing problem. The peak year for babies in Spokane was 1946 and the birth rate has been

sticking close to that all-time high ever since. School authorities expect the influx of first graders to be at its greatest by next year or the year after. ...

...

The total enrollment in Spokane public and parochial grade and high school probably will reach 27,000 or 700 more than last year. The increase may be greater, though. Last year the schools were ready for an increase enrollment of 500 or 600. Instead, the enrollment in public schools increased by 1200 and in the parochial schools by more than 200.

...

Likewise, new portables this fall are going into use at the Browne, Madison, Columbia, Longfellow, Pratt, Franklin and Jefferson schools. This brings the total number of portables in use at city schools to 76.

The rapid growth of the "Baby Boom" student population provided the impetus for passage of a \$2,000,000 bond issue in September 1950. The expansion of Franklin was one of the projects included in that bond vote.

Addition Built in 1953

The Spokane Daily Chronicle reported on April 21, 1952 (p3:1) that: "**Franklin School Building Job Gets 'Go-Ahead' Sign**"

School officials and contractors today were given the "go-ahead" on construction of the new Franklin school, the last permanent project of the Spokane public schools present bond program.

Superintendent John A. Shaw said he has received final approval from the state department of public instruction for \$61,841 in matching funds on the \$276,116 addition.

He said the general contractor, Hazen & Clark, has been instructed to go ahead with the job of building four classrooms and library on the Seventeenth avenue level.

A multi-purpose unit, kitchen, showers, dressing room and utility room will adjoin on the playground level north of Seventeenth.

Arnold & Jeffers and Country Home Electric will do the plumbing and electrical work on the addition designed by Funk, Molander & Johnson and William James.

The Spokesman-Review would report on March 24, 1953: **“SPOKANE GETS EDUCATOR’S NOD.” “Support Praised by Mrs. Wanamaker at Franklin Rite”**

Spokanites were praised last night by Mrs. Pearl Wanamaker, state superintendent of public instruction, for their support of public education.

Mrs. Wanamaker spoke at dedication ceremonies for Franklin school’s new \$277,000 classroom and multipurpose unit. The new addition includes four classrooms, a library, combination auditorium-gymnasium-lunchroom and utility rooms. A large audience of parents, patrons, and civic officials filled the auditorium.

“Spokane has been one of the communities where people believe in education to the point where you’re willing to put your money on the line,” the superintendent emphasized. “You’ve gone out and voted your levies to prove your point.”

Parents Thanked

“I want to thank you,” she told the Franklin school parents, “for the work you’ve done to make it possible to carry out his kind of educational program for your children. I want, too, to thank John Shaw and his administrative staff, the school board, and your pre-school and PTA members.”

Mrs. Wanamaker emphasized repeatedly that “education is the responsibility of the state.” She commented: “The state of Washington has had one of the finest programs of educational support. When we go back to supporting schools on the local level, we must realize that unequal distribution of educational facilities will result. Rich districts will have good schools, and poor districts will see their children in poor schools.” (Article continues.)

It was not long before the growth in students again outpaced the new classrooms. In 1955 two portable classroom units added.

James Smith would write the “Saga of The Franklin School” in *The Spokesman-Review* edition of March 22, 1953. (The article included photos of the original Franklin School, built sometime around 1889; the 1909 building, and the 1953 addition.) Smith begins his story:

Benjamin Franklin died in 1790, but he is reborn with every generation of Americans that reads his autobiography, ponders Poor Richard’s almanac or marvels at his scientific ingenuity.

Sometimes his memory is preserved in masonry as by a Franklin school

Spokane has two Franklin schools in its history. The first was an investment in educational property that would have pleased the thrifty-minded patriot.

It was built in 1890 during the centennial of the death of its namesake. It went up in the first year of the statehood of Washington during Spokane's vigorous young cityhood.

...

An early report of the superintendent of school issued in the 1890s suggests the situation [a seating capacity of 600, with 2000 students of school age] may have been even worse. It lists Spokane's total population in 1889-90 at 23,602 with 3283 of school age and 2784 enrolled in school. That year Spokane had but 26 teachers.

Faced with such statistics, the pioneers went to work on the problem. Like their descendants 63 years later, they arrive at a solution—they approved a bond issue. It was, however, roughly one-tenth as much as the 1952 bond issue in so far as figures go at any rate. It was for \$250,000.

It would seem that Benjamin Franklin himself handled the building projects, judging by what came out of the quarter-million investment—a central high school building and six ward school buildings, according to Edwards' account. The latter structures were built for \$29,000 each.

One of the six, the Franklin school, went up at a location not found on modern maps of the city. Earliest records list it as being at Front and Oak. Later its address was Front and Grant. ... Spokane's growing ways which produced the school also destroyed it and all absolute evidence of exactly where it was.

...

In September, 1909, for the first time in nearly 20 years the old Franklin school was devoid of whispering children and their teachers. But the name Franklin was not dead in Spokane school circles. It had been born again at Seventeenth and Mount Vernon.

The new structure costing \$45,00 was in a more thinly populated part of the city. It had just 144 pupils whereas the old Franklin even in its declining years listed no fewer than 312.

Perhaps the pioneers thought the new Franklin was large enough for all time. But they knew Spokane and believed in its future. It isn't likely they would be surprised to learn that in the fall of 1952 nearly 500 youngsters were again going to a Franklin school.

It broke into the news columns as the only public school in the city with a double shifting problem.

This time the solution to growing pains was not “tear down the school” but to add to it. Tomorrow night an addition of four classrooms and a library together with a multi-purpose unit will be dedicated at the school. The cost this time may be out of line with its namesake though in tune with the times—about \$280,000.

What the future holds for the name of Franklin in Spokane’s public school system no one can tell in 1953. One thing is certain, some things will ever be the same. The youngsters who enter the portals of the school will be very much the same.

Thirty-five years later, Doug Clark, a columnist for *The Spokesman-Review* would return to his alma mater, Franklin School, and write about school lunches for National School Lunch Week. **“School lunches leave bad taste in kid’s mouths”**

This week in case you forgot to mark it on your calendar, is National School Lunch Week.

What better time for concerned parents and snoopy columnists to buy some Tums and sample the cuisine available every single day to young students all across America?

We all know the sad, smelly hot lunch saga. Since 1946, the year the lunch program started, school food has been almost universally badmouthed by those of us who remember it as being, well, bad in your mouth. But all that has supposedly changed. According to Spokane School District 81 officials, school lunch has now become a Harvest of Health, a bona fide “wholesome and nutritious” cornucopia of goodness.

...

Glancing over the menus, I figured Monday for a much better time to learn the gastric truth of school lunch. The offerings on Monday appeared to be what my kids are always complaining about. Yes, I’m talking about “Hot Diggity (burp) Dogs” and the dreaded mystery “Cheese Cubes.”

“If you want a tip, stay away from those cheese cubes,” advised my old pal Nathan Traylor, a first grader who could well become the next Galloping Gourmet.

Actually, I met Nathan for the first time while standing in the lunch line at Franklin Elementary School on Spokane’s South Hill. I chose Franklin as a hot lunch testing site because it is my old alma mater. Many a hot lunch passed through me back when I attended school there more than 25 years ago.

On this day, however, it was my 7-year old daughter, Emily's hand I was holding as we filed into the old brick gymnasium to dine. Déjà vu. Above the noise of chattering kids I could almost make out the familiar voice of one Miss Tully, my fearsome former principal who used to appreciate me like an epidemic of head lice.

Clark's lunch story continues with quotes from students about the food –“Barf, or other derivatives thereof, seem to be favorite words Franklin students use when discussing their school lunches.” In closing it seems like lunches from home also drew complaints. “Yeah,” said the precocious Ficus as he headed for the garbage bin with a sack in hand, “my mom packed me a salami sandwich and it wasn't very good, either.”

Loren L. Rand (1851 – 1935)

Loren Rand was born in Amesbury, MA in 1851, the son of William H. and Mary Ann Bartlet Rand. His father was a manufacturer of carriages, and his mother, a descendant of Josiah Bartlet, a signer of the Declaration of Independence. Educated at MIT, Rand opened an architect's office in Grand Rapids, MI, moved to Minneapolis, and settled in Spokane in 1888. According to Durham (1912), Rand “has been one of the leading architects of the city throughout all the intervening years.” Among some of his earlier residences which he designed were those of former Territorial Judge Nash, E.L. Powell, former Spokane Mayor, Spokane businessman and civic leader, H.F. Belt, and S. Heath, founder of what would become John W. Graham and Company.

Rand, with J.K. Dow, designed the first four-story building erected in Spokane after the fire, known as the Tidball block. Also with J.K. Dow, he designed the Masonic Temple, Bump Block/Carlyle Hotel, and Bennett Block. According to Durham: “...some of the more recent business buildings which stand as monuments to his skill and ability are the Riverside avenue and Main street additions to the Crescent store, all of the buildings for the Spokane Dry Goods Realty Company, the Marble Bank building, now occupied by the Union Trust & Savings Bank, and others.” “He has also erected twelve or fifteen school buildings, including the new Lewis and Clarke [sic] high school, which has but recently been completed and which is the finest school building in the northwest; also the Roosevelt, Longfellow, Stevens, Cooper, New Franklin, Audubon, Frances Willard, Hayes Park, Adams and Jefferson school buildings. He likewise designed the First Presbyterian church, which has been built only a few years and which is perhaps the finest in the Inland Empire.” “He entered a profession in which only merit and ability win advancement and his thorough preliminary training and long experience have qualified him for important duties in this direction.”

In 1926, Lucy Robinson wrote in *The Spokane Woman* about architect Rand:

The architect more than any other man builds his own monuments. In wood or stone he raises memorials to his own personality, his own dream made permanent. The builder of schools leaves an influence that affects the lives of thousands, in his own time and in many years to come.

Loren L. Rand has designed many buildings in Spokane but Lewis and Clark high school is probably his finest achievement. In the desire to pass the credit for his successful piece of work to other people, Mr. Rand says that the cooperation and personal interest of the teachers in his plans made his success possible. He talked over every detail of the building. They knew the results they needed and he translated their ideas into a structure of permanent beauty and usefulness. He has designed many schools. The unit plan used by the Spokane School Board for several fine buildings is his work, adaptable to many conditions and to easy changes as a school grows. The Hawthorne, McKinley and Columbia buildings are also his work. Prominent in the downtown district, the Main Avenue building of the Crescent store is one of the business blocks designed by Mr. Rand.

Rand was known for his prolific work in designing Spokane schools, but most have been razed. His extant buildings, in addition to Franklin, include Lewis and Clark High School, Adams Elementary School, Jefferson Elementary School, Wilson Elementary School, and McKinley School.

Rand's other major buildings include: the Crescent Building #2 (1919), 707 W. Main Avenue; Dry Goods Realty Company Building (1909), 170 South Lincoln; Crescent Service Building (1908), 152 South Lincoln; Hotel Grand Coulee (1910), 106 S. Cedar Street; and Masonic Temple (1905), 1108 West Riverside Avenue.

Rand was a member of the Masonic lodge, the Oriental lodge and the Shrine. Also a member and a past president of the Sons of the American Revolution, his mother being a descendant of Josiah Bartlet, one of the signers of the Declaration of Independence.

Funk, Molander and Johnson, Architects

Albert Harvey Funk, Architect

Albert Funk was born in Spokane in 1904 and died in Spokane in 1986 at the age of 82. Funk was the son of Leonard Funk, Spokane pioneer, city commissioner, and mayor.

According to the death notice in the Spokane Daily Chronicle (9/26/1986), Albert Funk attended the old South Central High School and received his degree in architecture from Washington State College in 1925. He later took graduate studies and was licensed in 1931—one of the first architects in Spokane to be licensed by examination. Funk apprenticed with Whitehouse & Price Architects and then spent 1-1/2 years in Washington, D.C. with the U.S. Treasury Department [The Treasury Department housed the Office of Supervising Architect that designed or supervised the design of all federal buildings.] He was in New York City when the market crashed in 1929 and after the crash returned to Spokane.

In 1935 and 1936, Polk lists Albert H. Funk as a draftsman with the State Highway Department. An October 8, 1936 display ad in the Spokane Daily Chronicle for Monroe Street Lumber Co. advised that if one was "Planning a New Home," that "licensed

architect and specialist in small home design and planning,” Albert H. Funk was providing “home planning services.” In 1937 Funk is listed, with wife Ruby L., as an architect with the Monroe Street Lumber Company.

A Spokane Daily Chronicle article of May 9, 1937 reported that Funk had opened an architecture office in the Columbia Building (a photo was included). Albert H. Funk first listing in Polk as an architect was in the following year, 1938. His office was in the Hutton Building. He maintained a solo practice until 1945 when he co-founded the partnership Funk, Molander & Johnson Architects. The partnership reorganized in 1956 as Funk, Murray & Johnson.

Among his notable projects were St. Charles Roman Catholic Church (4515 N. Alberta, ca. 1959), Mater Cleri Seminary, Immaculate Heart Retreat House (6910 S Ben Burr Rd, ca. 1958), and the Garland Theater (924 W. Garland, 1945). Funk also designed churches in Clarkston (1964), the Senile Ward for Eastern Washington State Hospital (1948), Fire Stations in Spokane (1946), and Rosalia (1946), the Food Service building (Tawanka Hall) at Eastern Washington State College (1963), several campus buildings at Whitworth College (women’s dorm-1952, Student Union Center-1949, and Auditorium/Administrative Building-1951), and the Grinnell Warehouse at 909 East Sprague).

Funk was president of the Spokane AIA in 1947. He also served on the city of Spokane Zoning Board of Adjustment from 1958 to 1970. Mr. Funk passed away on Wednesday 26 September 1986 in Spokane.

Edwin W. Molander was a partner in Funk, Molander and Johnson from 1946 to 1956. He was born on October 27, 1901 in Marinette, Wisconsin, and passed away in July 1983. He held a degree in architecture from University of Minnesota, 1925, and practiced in North Dakota before moving to Spokane. Molander is considered by Whitworth University to be a pivotal figure in building the first impression and providing the space needed for campus growth in the 1950s and 1960s. Molander was hired by President Frank Warren to design six new campus buildings, including Dixon and McEachran halls and Cowles Auditorium

Carl H. Johnson was born in Sheridan, Wyoming on January 24, 1913 and passed away on June 18, 2002 in La Conner, WA. He had a bachelor of science degree in architecture in 1935 from the University of Minnesota. After graduation Johnson worked as a draftsman for several firms including architects J. van Teylingen and Angus Vaughn McIver between 1935 and 1941 in Great Falls, Montana. Moving to Spokane, he worked for Whitehouse and Price in 1943-1944. Johnson was a licensed engineer and used his expertise to design structural forms and construction techniques. He was also a member of the American Institute of Architects, serving as Spokane chapter president from 1957-1958.

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--. "First Class for 100 Years, Spokane Public Schools. School District No. 81. 1889-1989." 11/21/1989.

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--. "School Site Deal Badly Muddled." 8/27/1909. P9:2-4.

--. "Second Fuel Strike Broken Up Today." 11/29/1909. p8:4-5.

--. "Franklin School Case Up." 12/8/1909. p24:2.

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--. Death Claims Albert Funk, architect, 82. 9/25/1986. p13:1.

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--. "L.R. Rand, 83, Architect, Dies." [sic] 10/7/1935. p3:2.

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--. "State School Head to Speak." 3/23/1953. p6:5.

--. "Spokane Gets Educator's Nod." 3/25/1953. p5:1.

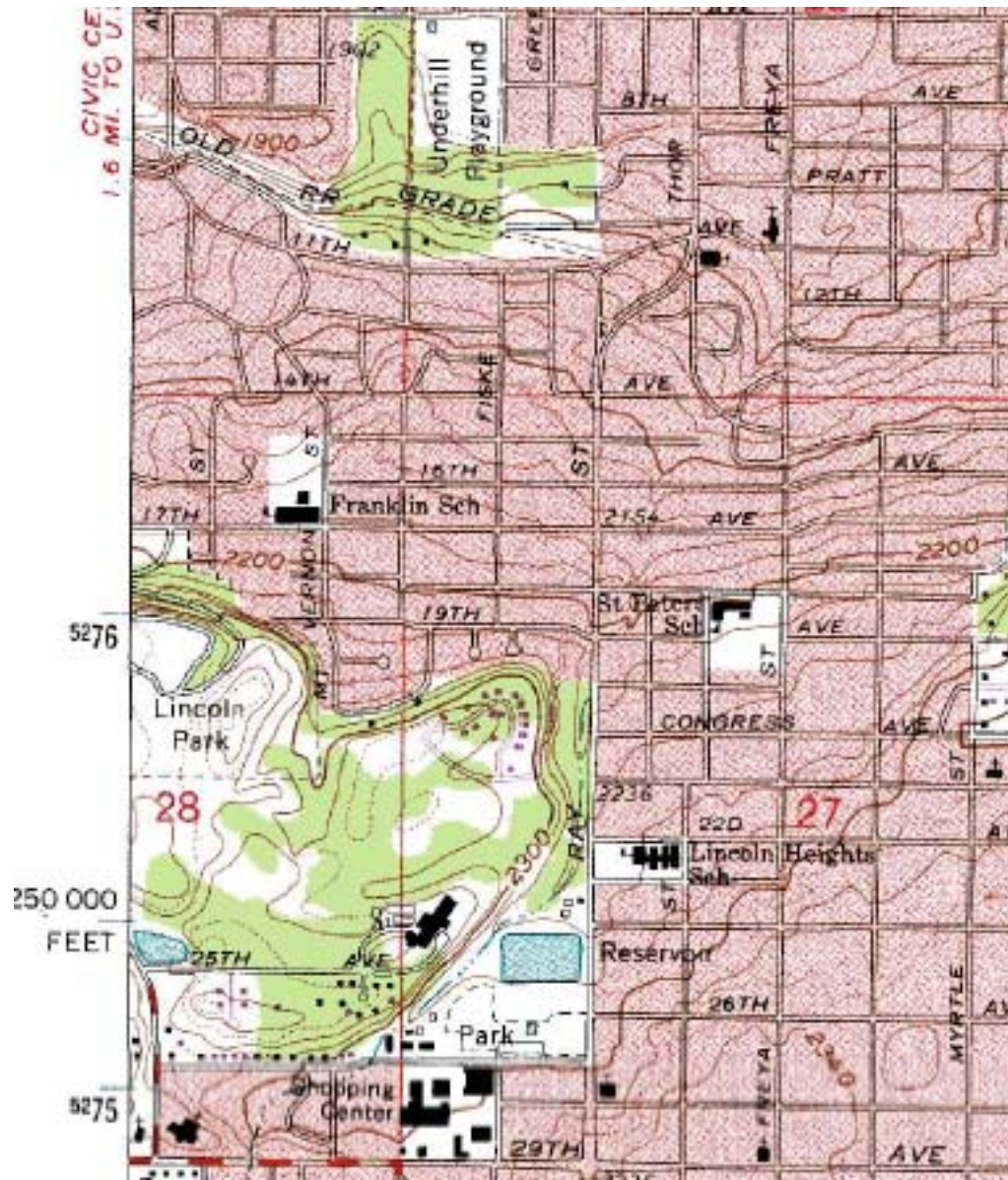
--. "Spokane School youngsters Get in Christmas Mood With Gala Plays." 12/16/1953. P26.

--. "Franklin School Gives \$100 for Park Projects." 3/11/1967. p5:5-6.

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MAPS, PHOTOS, DRAWINGS

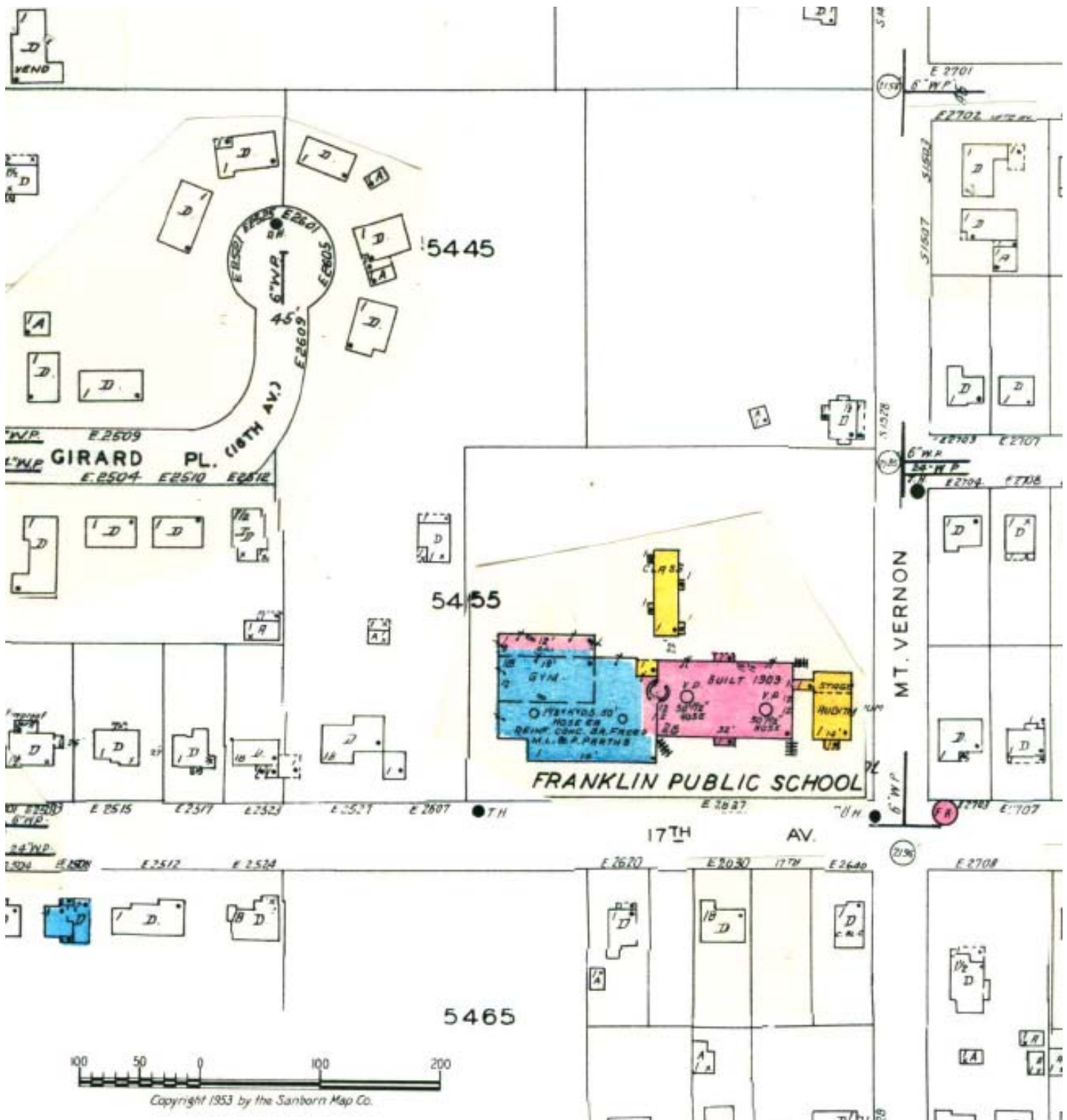


FRANKLIN ELEMENTARY SCHOOL SITE LOCATION



**FRANKLIN ELEMENTARY SCHOOL
AERIAL PHOTO**

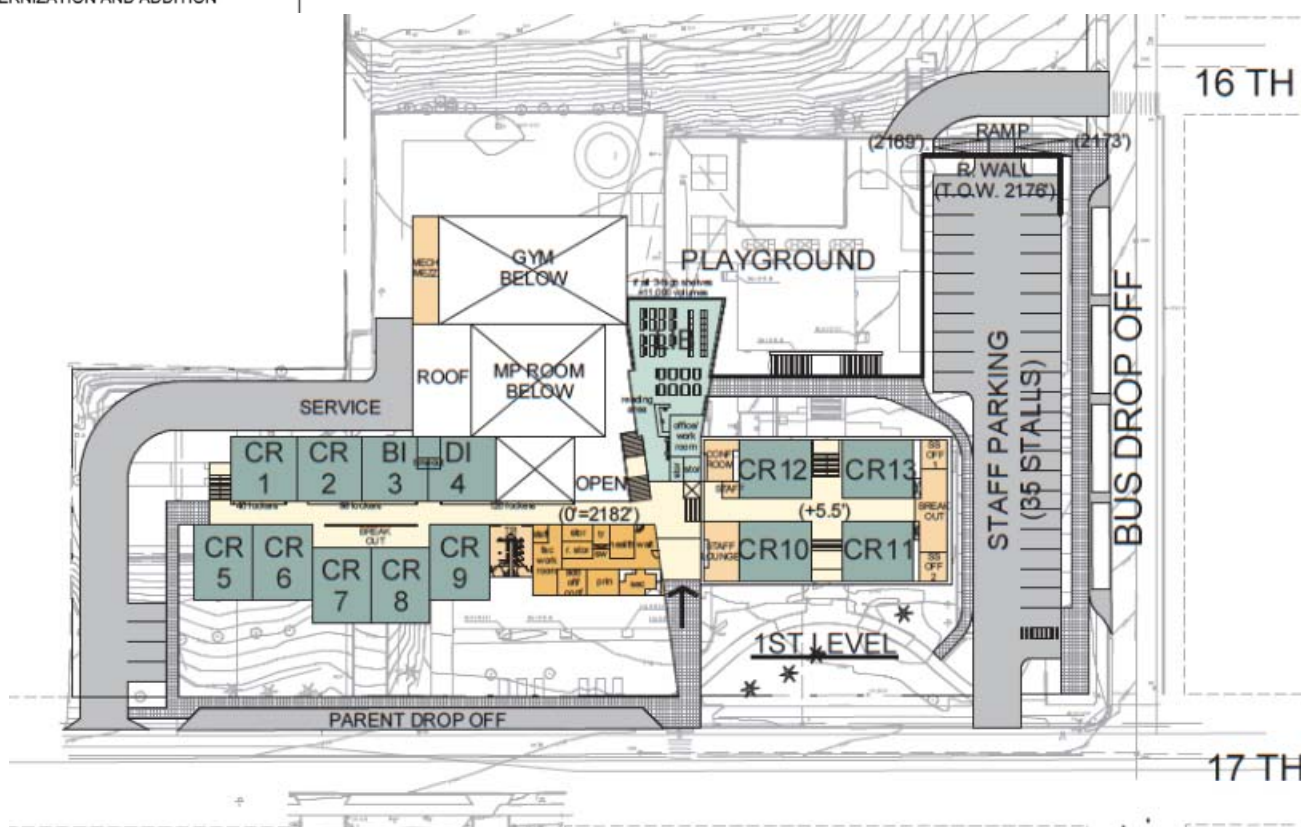
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no scale



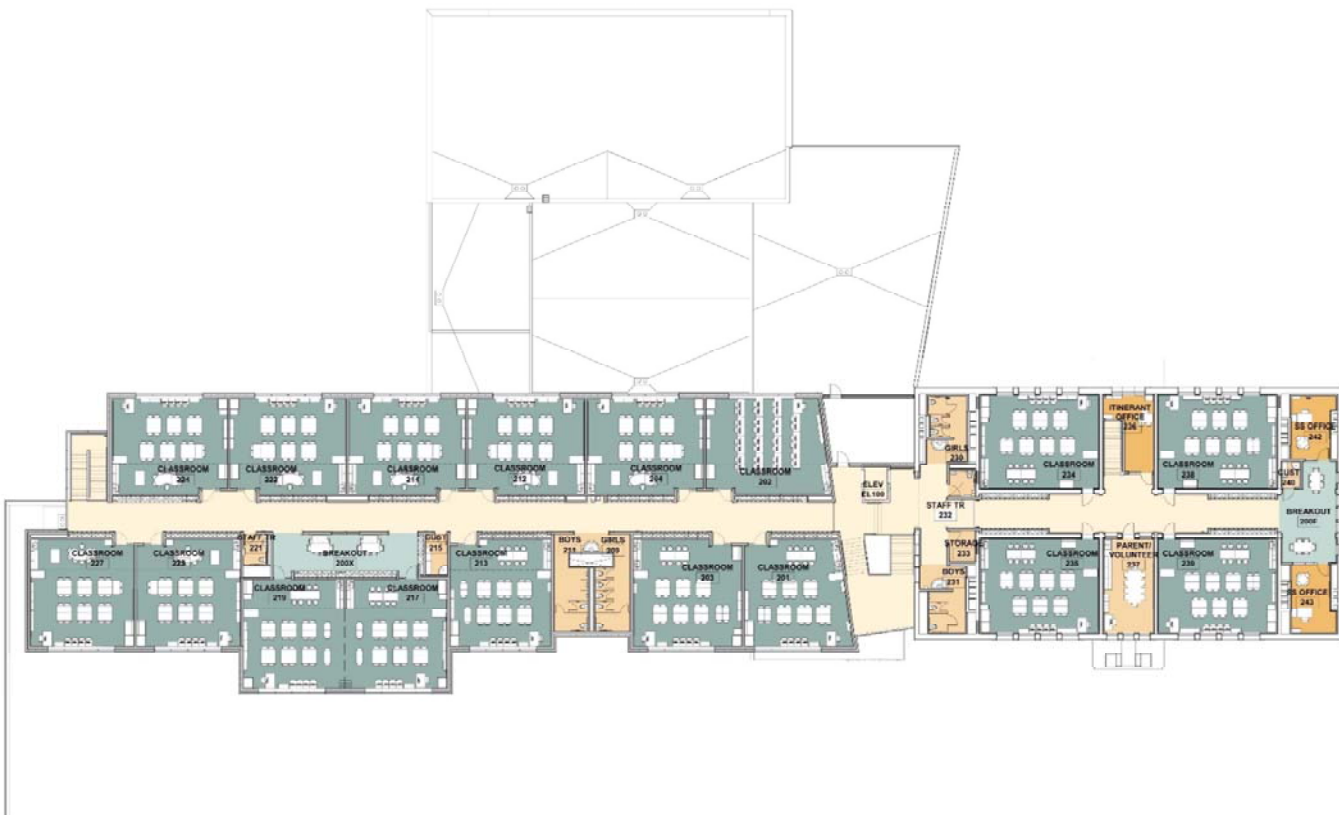
Sanborn Insurance Rate Map
 1957, Volume 4, Page 810



ALSC



ALSC
ARCHITECTS



SPOKANE PUBLIC SCHOOLS
FRANKLIN ELEMENTARY SCHOOL
MODERNIZATION AND ADDITION

2ND LEVEL PLAN





Northwest corner, looking east along North Side of Classrooms toward West Side of Gymnasium



Juncture of 2018 Addition and 1909 classroom building, looking northeast



Front Facade of 1909 classroom building, looking north



Southeast corner of 1909 classroom building with 2018 addition to west, looking northwest



East Facade of 1909 classroom building, looking west



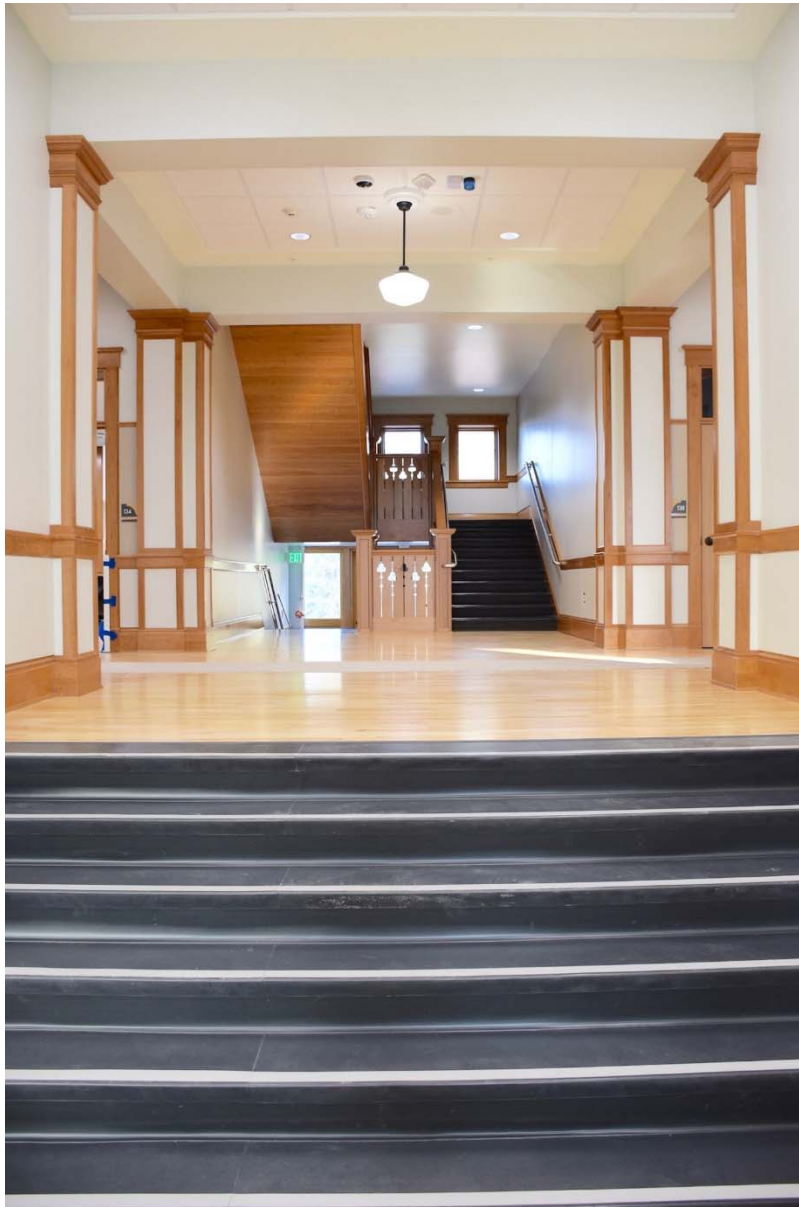
Northeast corner of 1909 classroom building and east facade of 2018 addition, looking southwest



Rear Facade of 1909 classroom building, 2018 addition (library) to west, looking south



Front entry to 1909 classroom building, looking north



Original main entry stairs in 1909 building, entry landing looking north



Original main entry vestibule looking south toward front



Entry foyer of 1909 building, looking northwest toward stairs and classroom



Central east-west hallway, from foyer looking west toward addition



Central east-west hallway, from foyer looking east



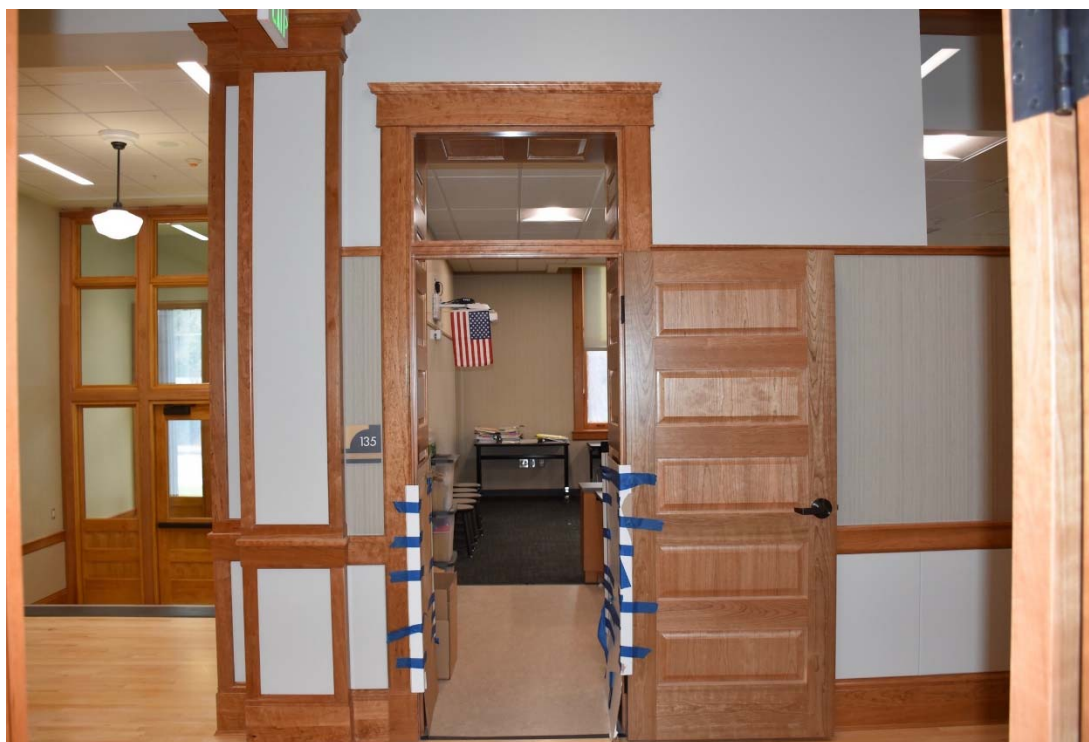
Breakout room at east end of building, looking east



Breakout room, looking north toward custodian room and office



East end of central hall, looking west toward addition



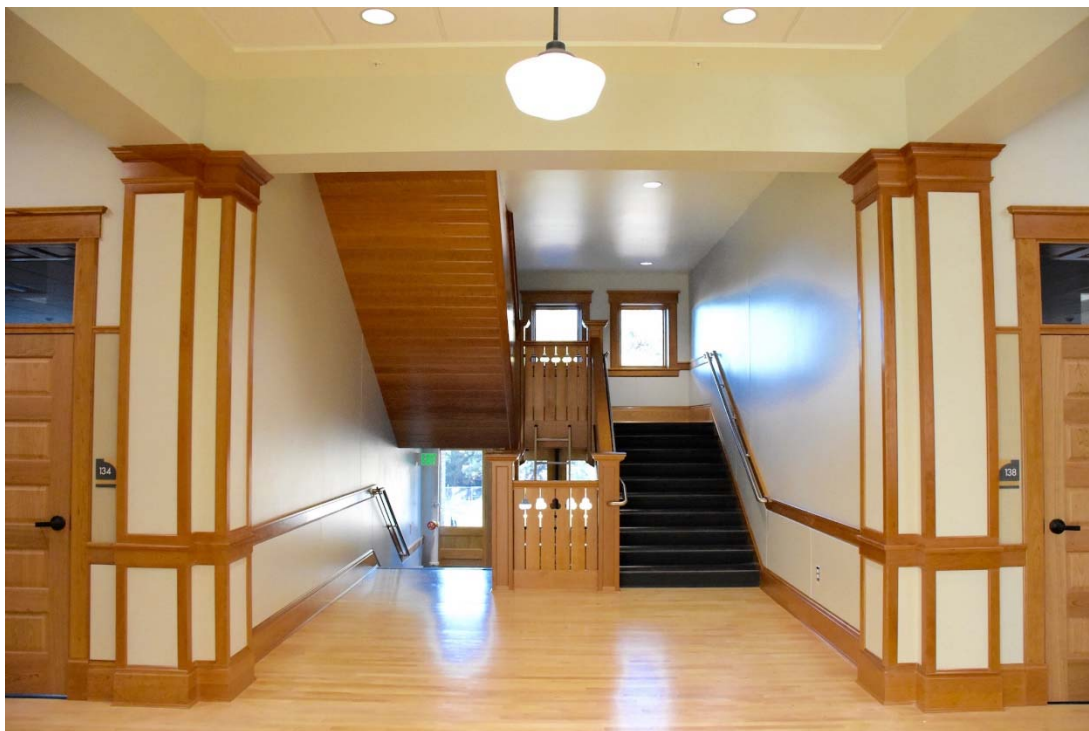
Classroom 135 in southwest quadrant of 1909 building, looking south



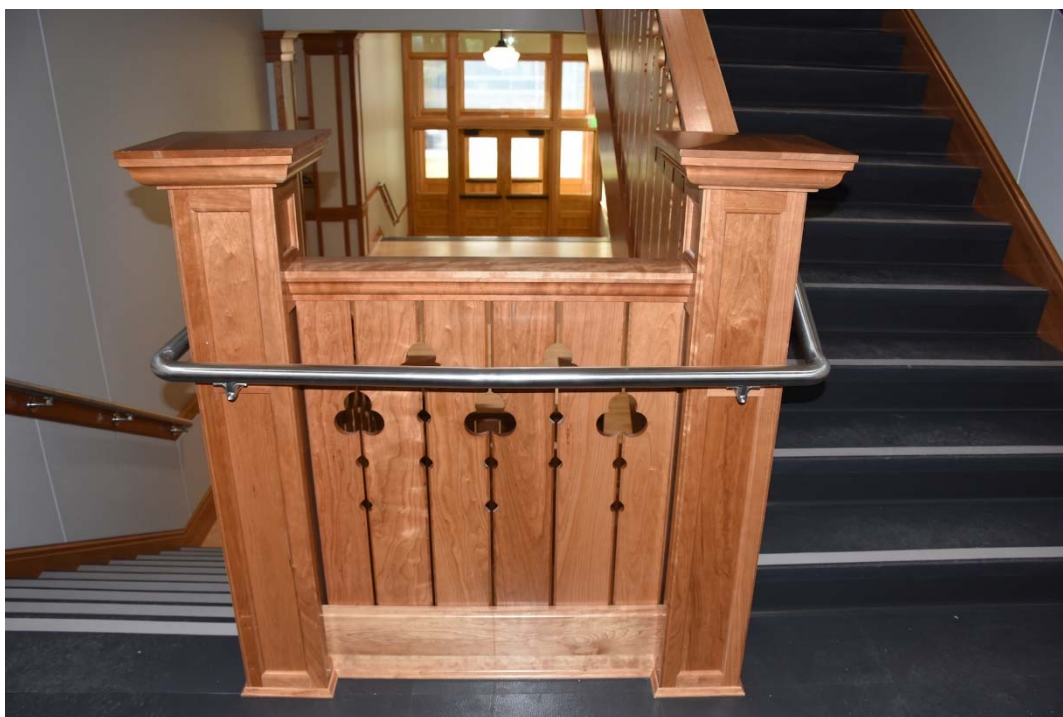
Classroom 135 (typical), looking southwest



Classroom 134 (typical), looking southwest toward hallway



First Floor foyer looking north at stairs to second floor, north exit, and basement



Central stairwell 1909 building, detail looking south from intermediate landing



Stairs to second floor from intermediate landing, looking south



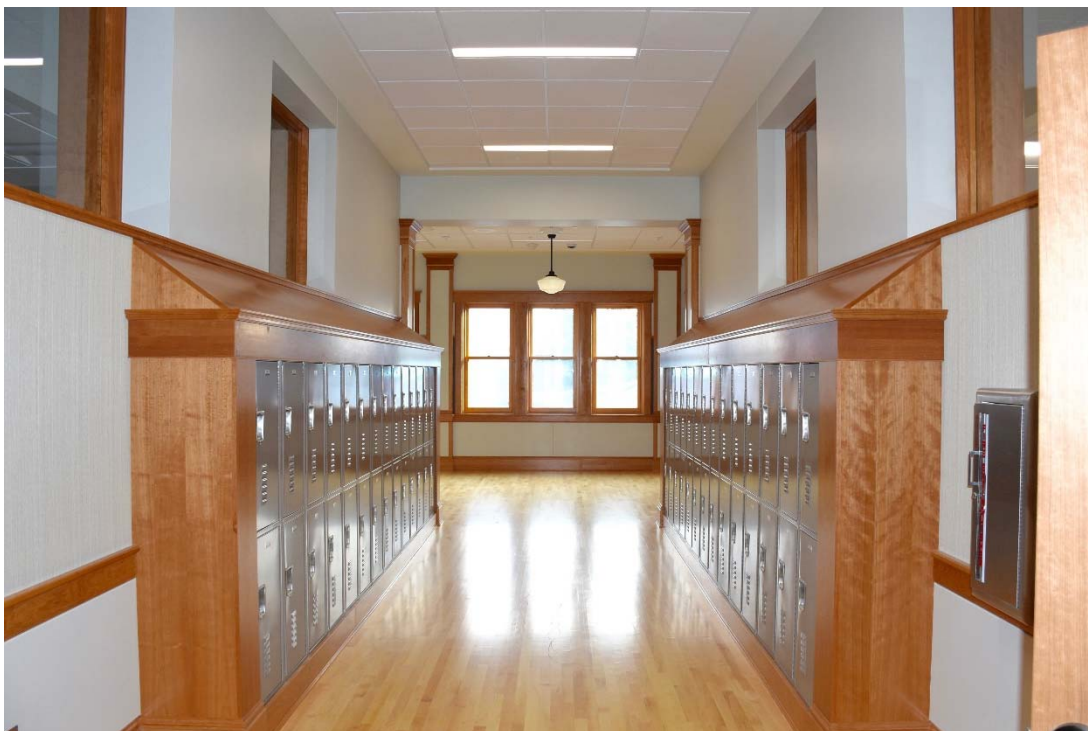
Second floor - parent/volunteer room, looking south



Looking north at itinerant office and stairs down to first floor



Second floor hallway, looking west toward addition from stair landing



Second floor hallway, looking east toward east end of 1909 building



Second floor breakout room at east end, looking south toward office



Second floor central hallway looking west from breakroom



Second floor classroom 234 (typical), looking east



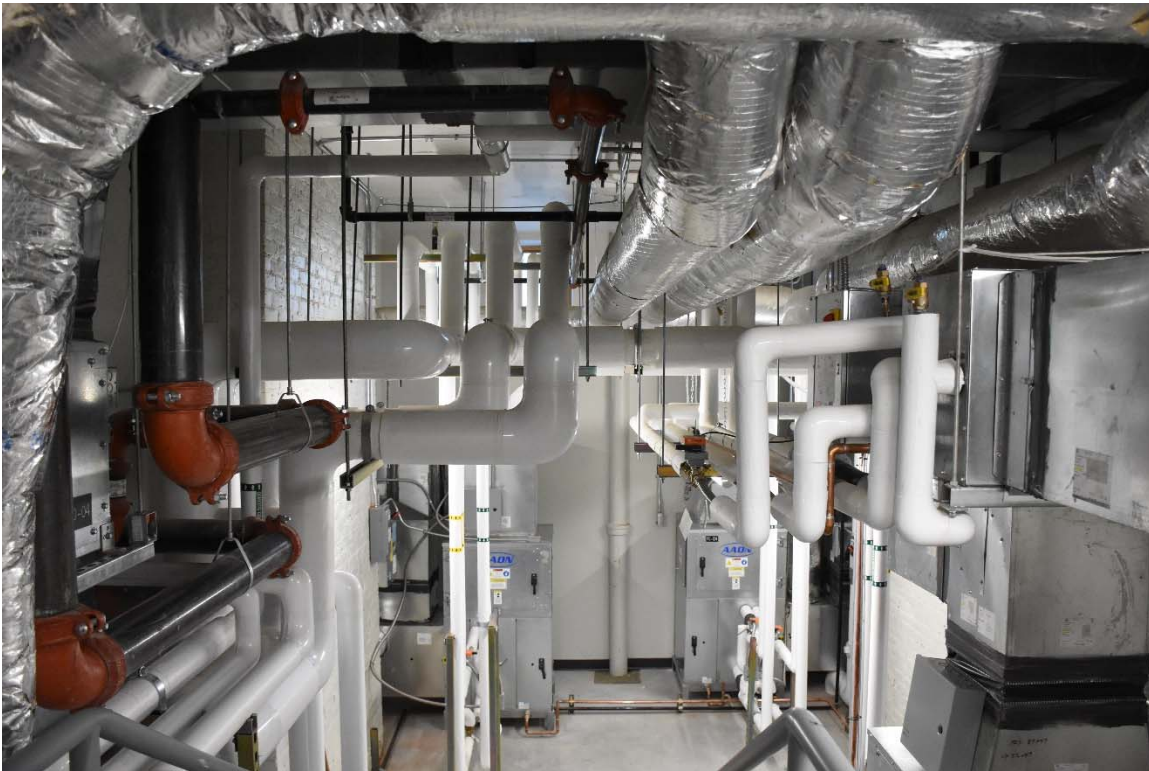
Second floor classroom 234 (typical), looking west



Second floor classroom 234 (typical), looking north



Second floor classroom 234 (typical), looking south toward wall along central hallway



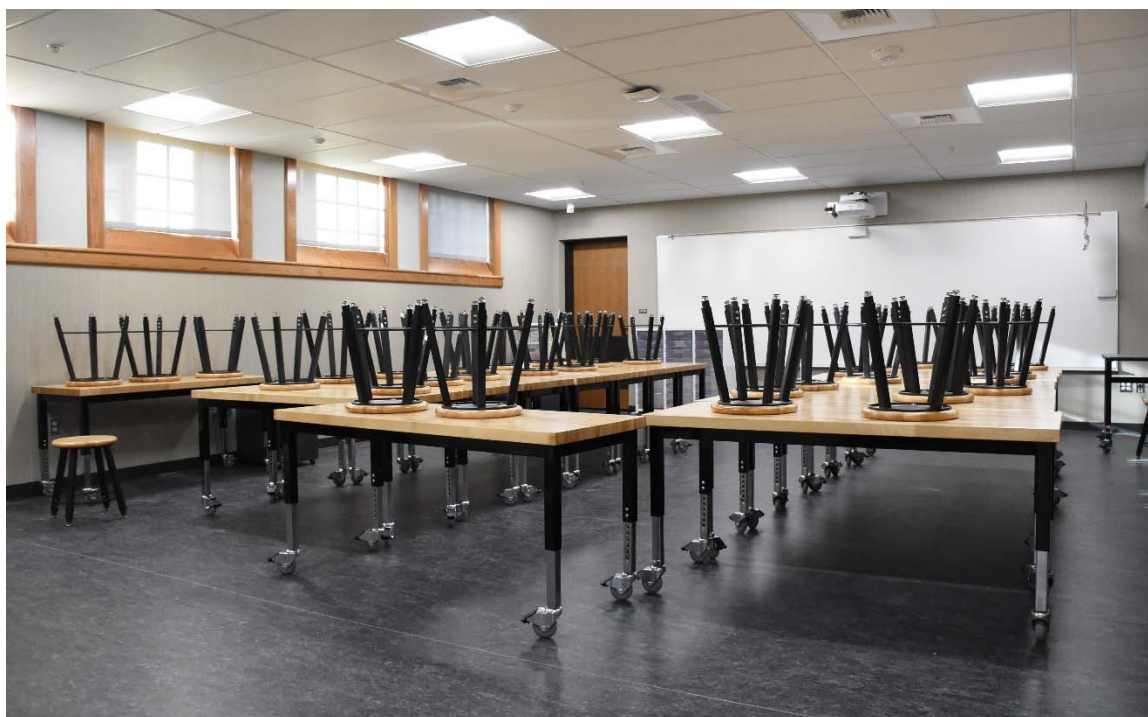
Basement - furnace room in 1909 building



Basement - bookroom, looking west



Basement, looking south at entry to art room from central hallway

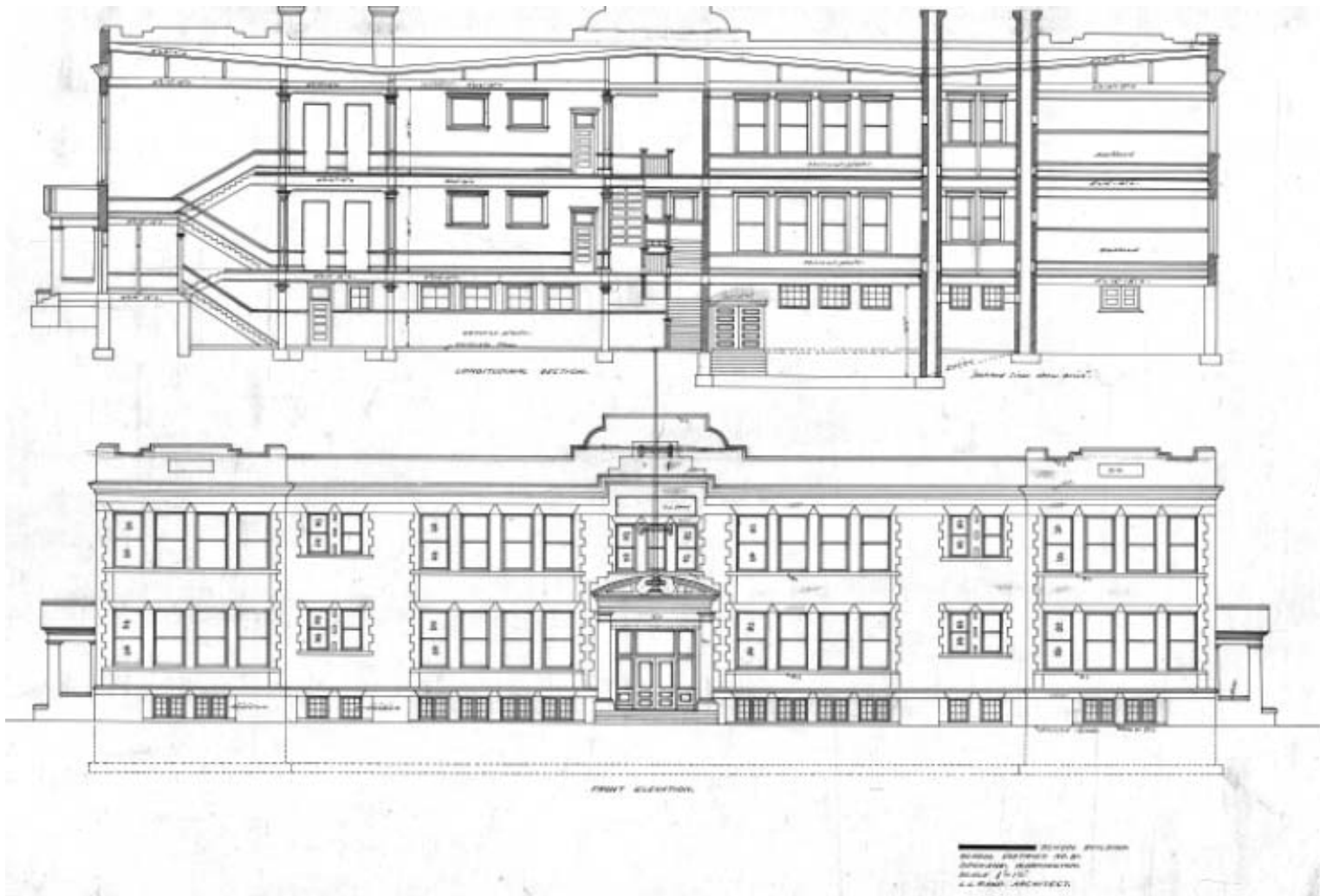


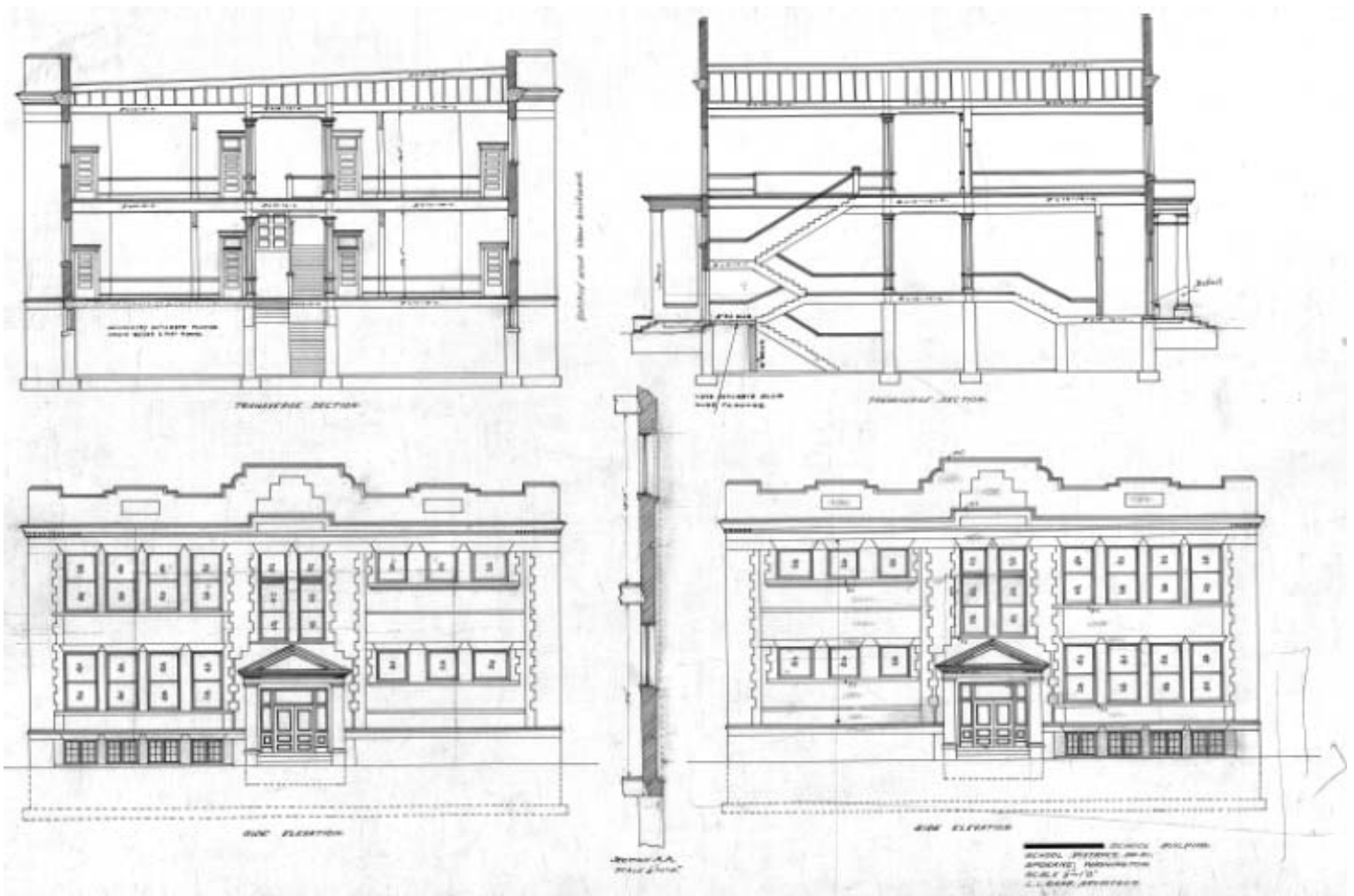
Basement, looking south at entry to art room from central hallway

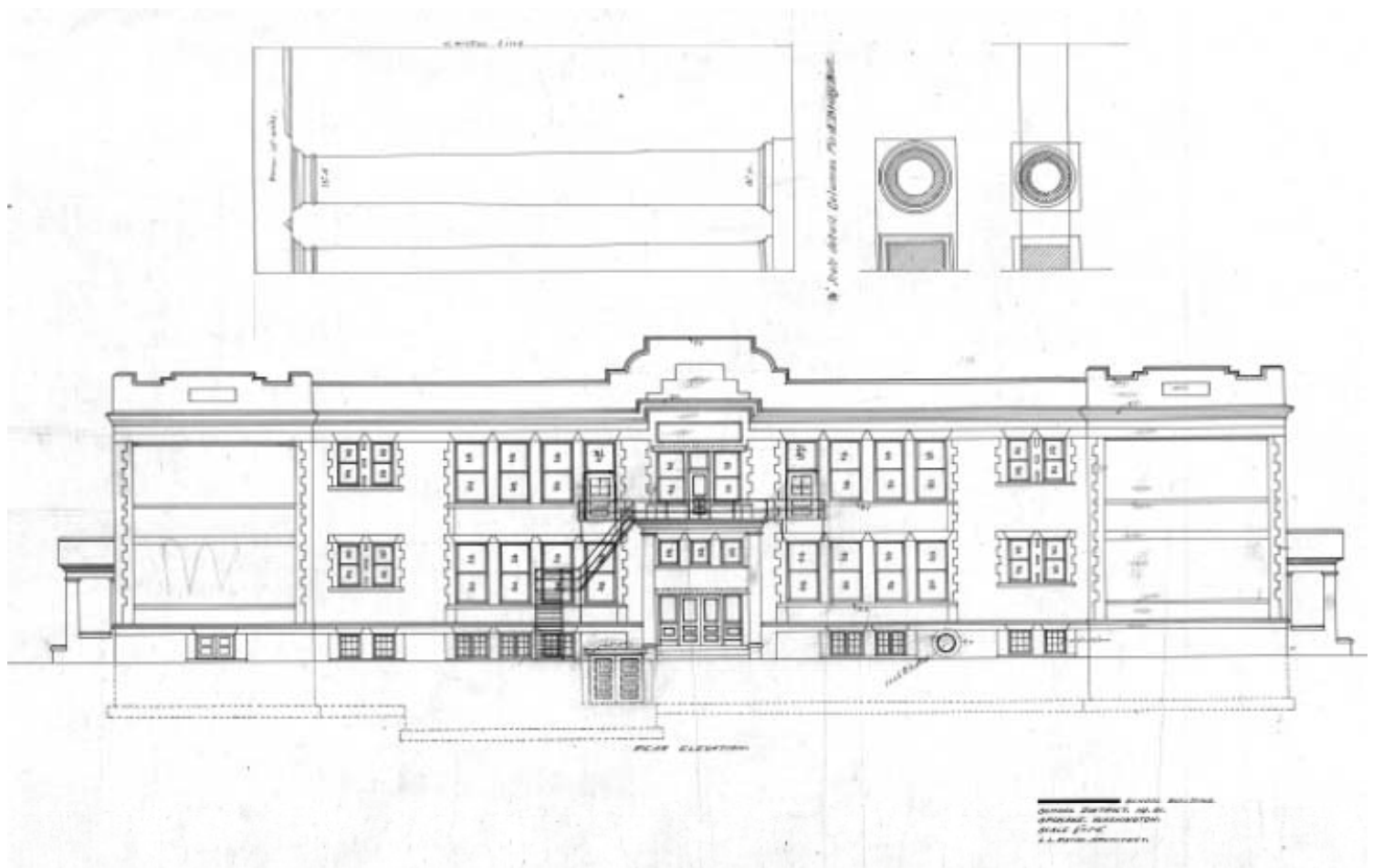


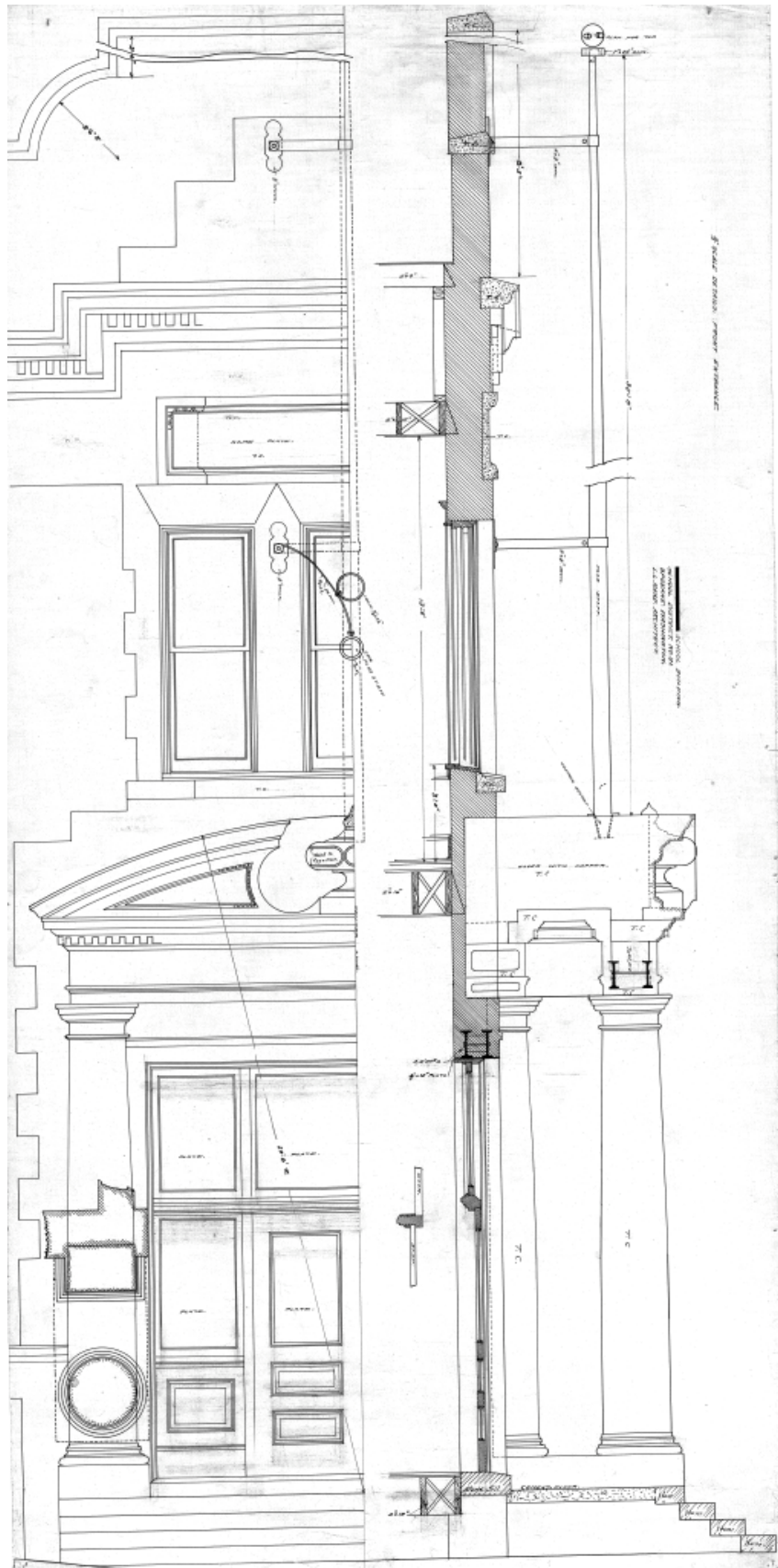
Basement, looking south at entry to art room from central hallway

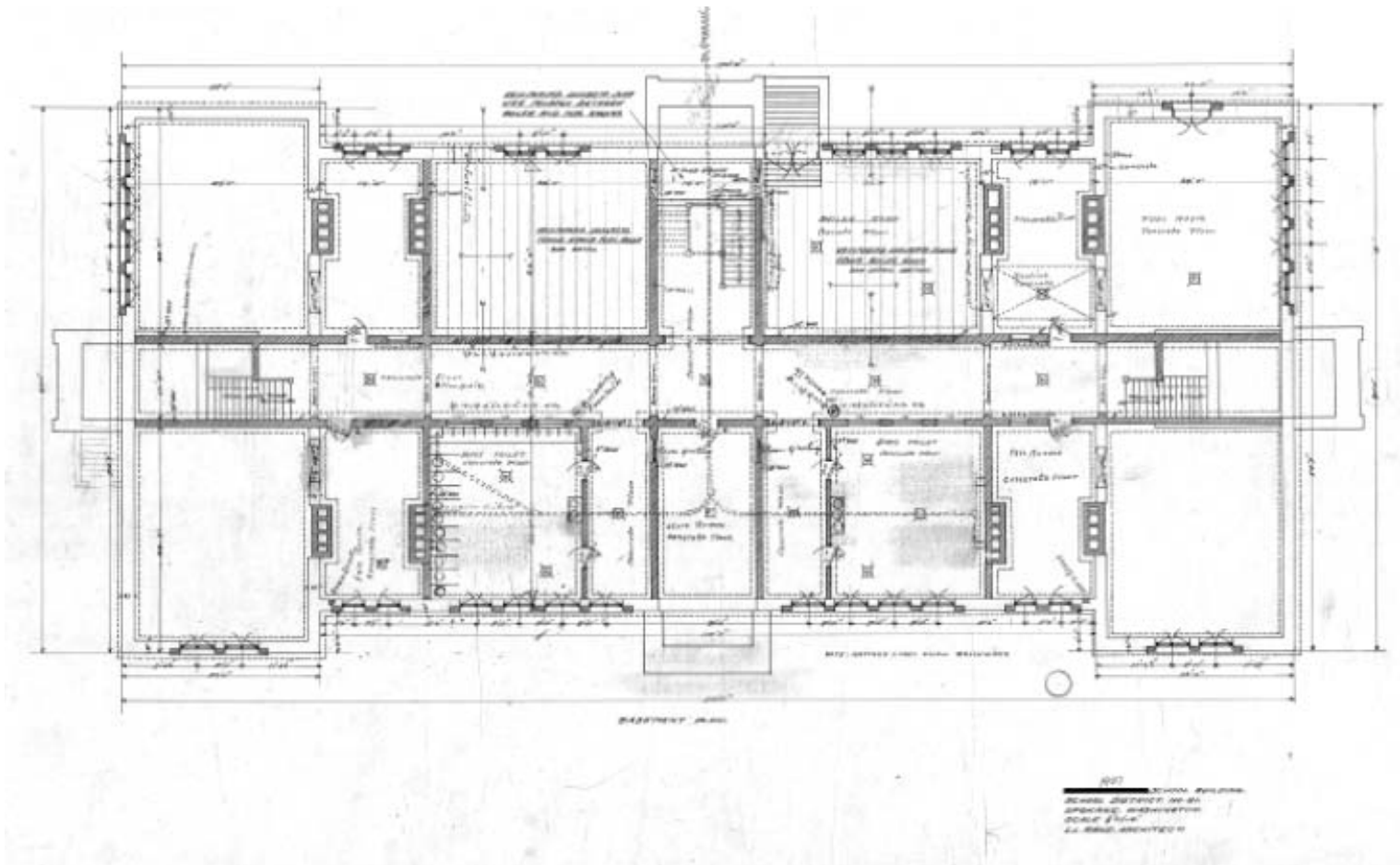
1909 BUILDING - ELEVATIONS AND FLOOR PLANS

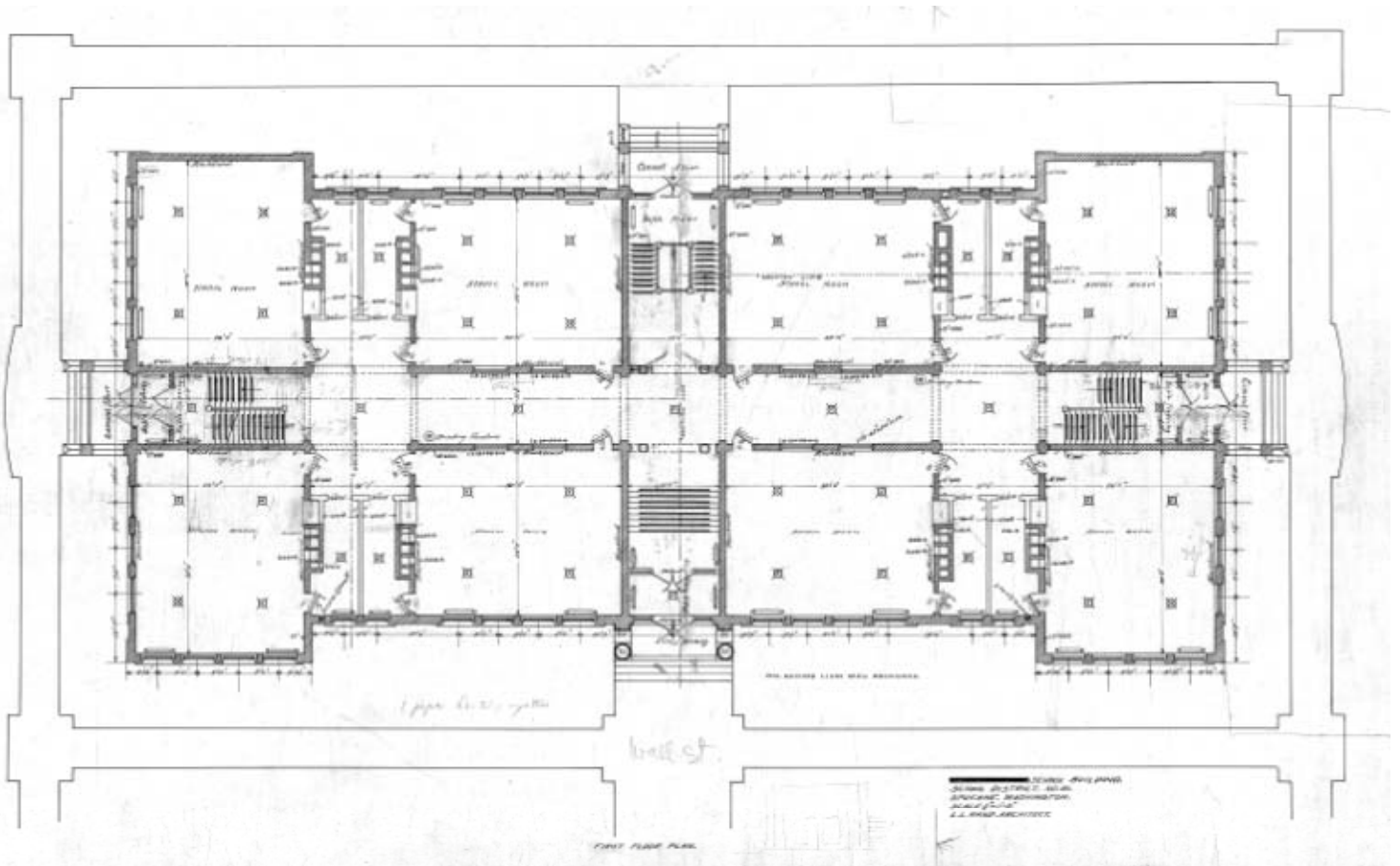












**FRANKLIN ELEMENTARY SCHOOL
2018 ADDITION
PHOTOS**



2018 Addition, south facade, looking north



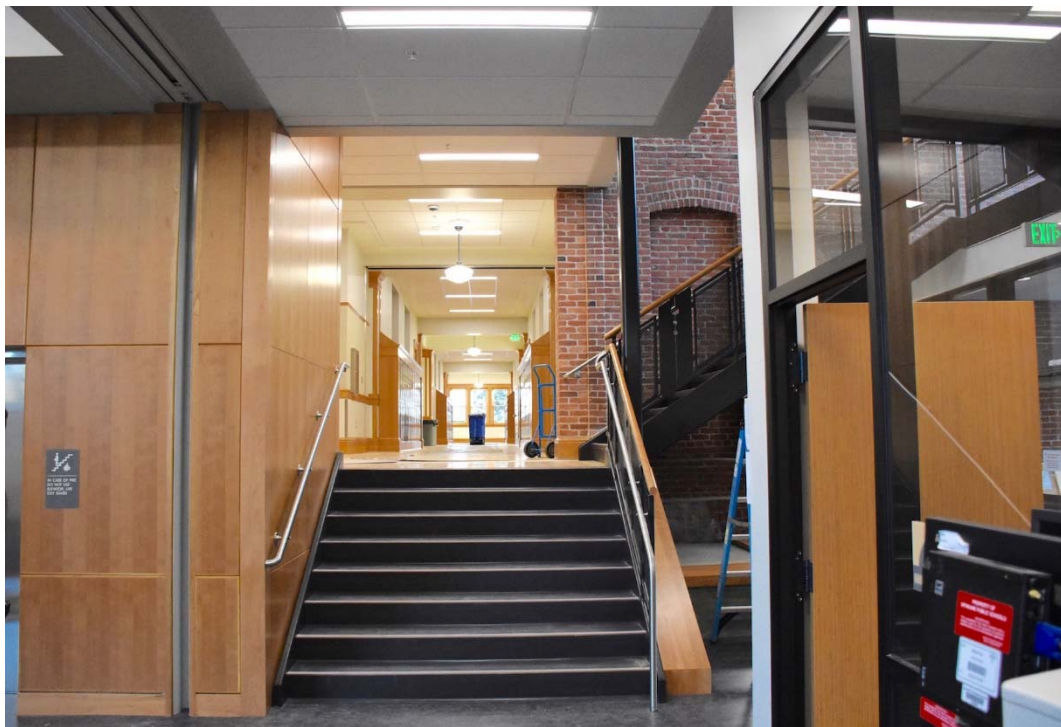
2018 addition and 1909 building, looking northeast along 17th Avenue at south facade



Franklin Elementary School 2018 addition, northwest corner, looking southeast



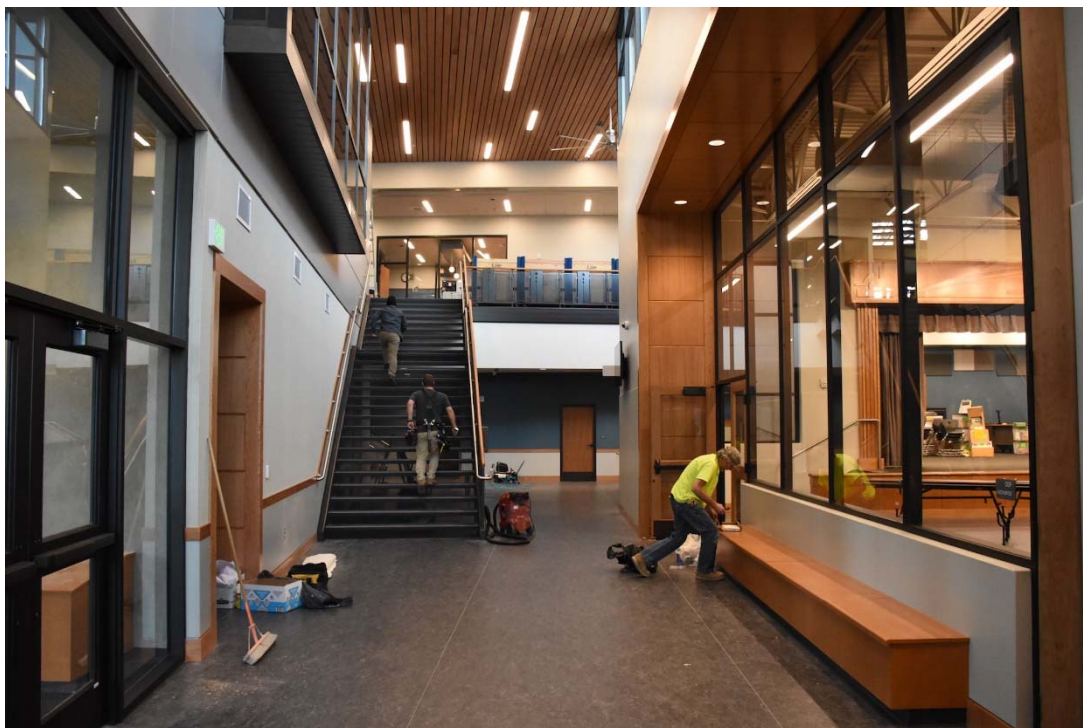
First Floor Administrative Offices, looking south



Entry Lobby looking east at stairs to 1909 building



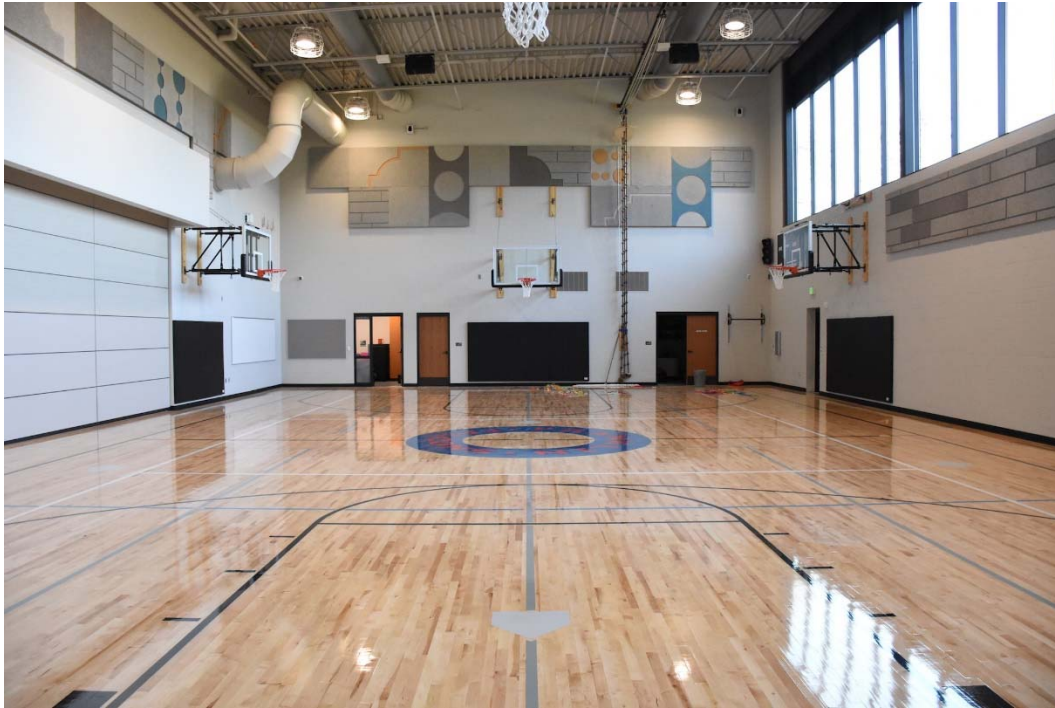
Atrium Stairway from first floor to basement level, looking north



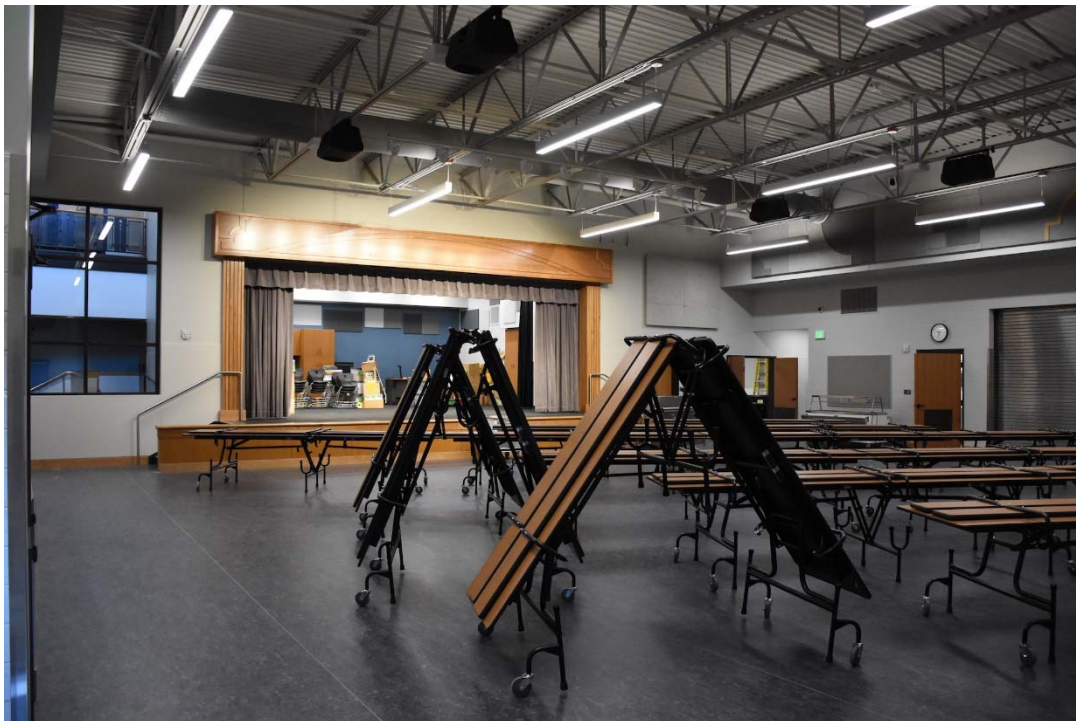
Atrium Stairs - basement to first floor, looking south - multi-purpose room to west, music room to east



Basement Level - kitchen



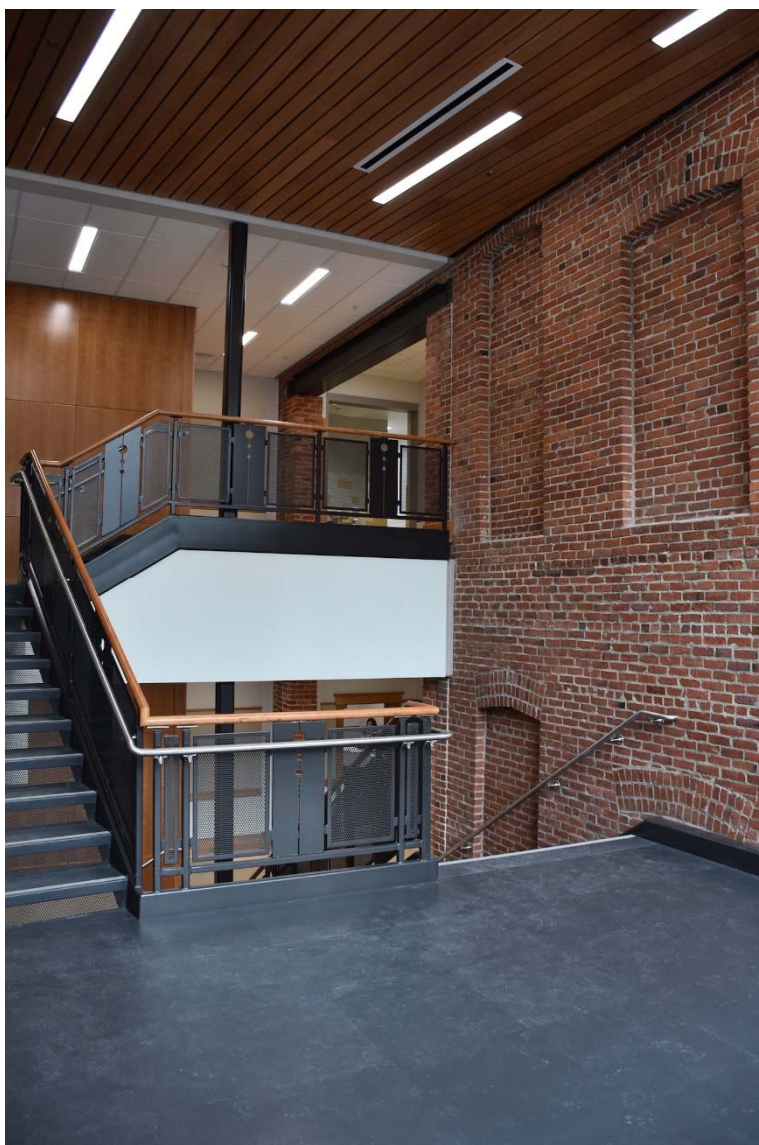
Basement Level - gymnasium, looking west



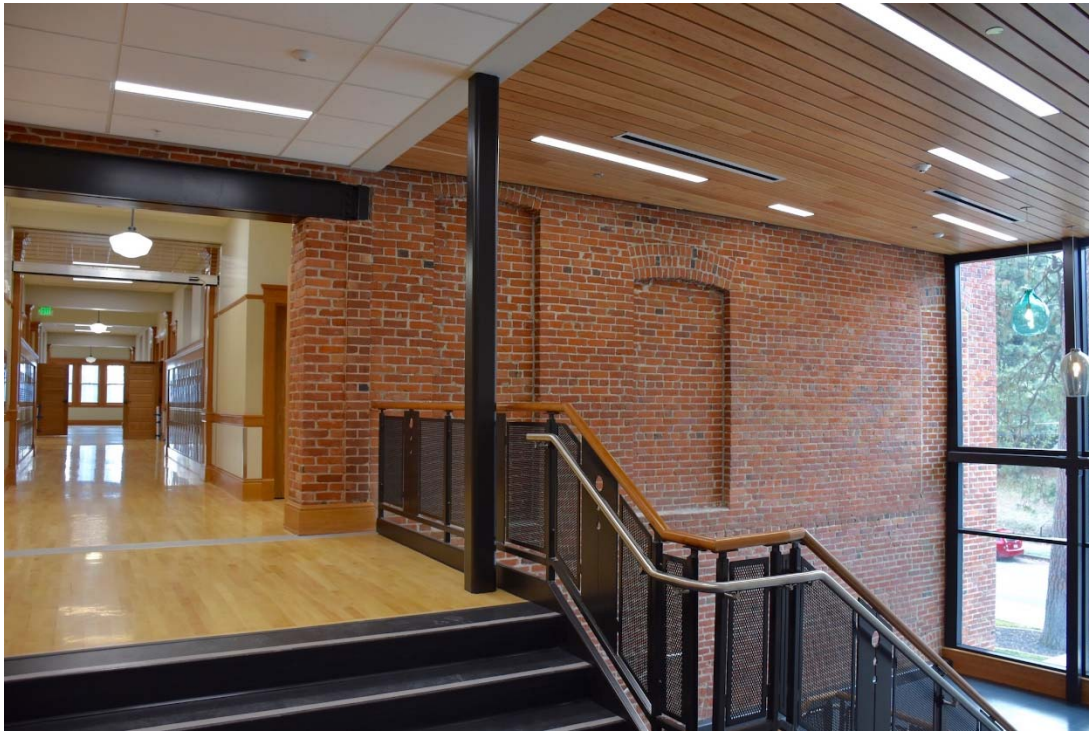
Basement Level - multi-purpose room/stage, looking south



First Floor - 2018 library, looking north



Intermediate Landing between first and second floors - looking northeast at 1909 building



Second Floor Entry/Stair Lobby at juncture of 1909 and 2018 buildings, looking southeast



Second Floor Central Hall and Classrooms, looking southwest



Second Floor Hall and Breakout Alcove, looking southwest



Alcove to Girls and Boys Restrooms, looking southwest



Second Floor, looking west at new addition, elevator and stairs down to central corridor



Second Floor Classroom, looking north toward central hall



Second Floor Classroom - typical, looking southwest



Second Floor Classroom - typical, looking southwest



Second Floor Classroom, looking west

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

06/03/2019

<u>Date Rec'd</u>	5/20/2019
<u>Clerk's File #</u>	OPR 2019-0388
<u>Renews #</u>	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - COLUMBIA BUILDING NOMINATION TO SPOKANE REGISTER OF		

Agenda Wording

Recommendation to list the Columbia Building, 107 S Howard Street 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 Columbia Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
<u>Purchasing</u>		tsanders@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Columbia Building – 107 South Howard Street

FINDINGS OF FACT

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

- Completed in 1907; the Columbia 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, E).

- The Columbia Building is further architecturally significant under Category C as a fine representation of the multi-story commercial office building type embellished with restrained Classical Revival and Italianate-style influence. In excellent condition, the Columbia Building represents the work of Spokane master architects Herman Preusse and Julius Zittel.
- Built in 1907, the Columbia Building was erected for property owner and prominent Spokane pioneer, Judge George Turner. The Columbia Building is historically significant under Category B for its 25-year association with Judge Turner's career as one of Spokane's most celebrated and successful lawyers, and "one of Eastern Washington's most eminent political figures." Judge Turner kept his law offices in the Columbia Building from 1914 until his death in 1932.

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

- The six-story Columbia Building is a tall, commercial business block in excellent condition. The building is designed in three parts with a two-story base; a main shaft containing floors three, four, five and six; and an elaborate projecting cornice.
- In 1972, the north and west facades of the ground floor at street-level were refaced with new tan-colored pressed face bricks. Original ground-floor display windows at street-level were replaced at the same time with contemporary storefront designs, featuring dark brown-colored metal-sash and metal-frame tall display windows between tall vertical expanses of brick cladding. Canted entrances were replaced at storefronts with walls and entrances that were flush with the exterior planar wall surface of the building.
- The Columbia Building retains a high degree of integrity in original location, design, setting, materials, workmanship, feeling, and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Columbia Building according to the appropriate criteria at a public hearing on 5/15/19 and recommends that the Columbia Building be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD ADD L1-2 B13

Parcel Number(s) 35191, is governed by a Management Agreement between the City of Spokane and the Owner(s), Black Enterprises, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Dated: _____

Historic Preservation Officer

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **May 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Black Enterprises** (hereinafter "Owner(s)"), the owner of the property located at **107 South Howard Street** commonly known as the **Columbia Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 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.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the

parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

David A. Condon

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, 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 _____, 2019.

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, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name	COLUMBIA BUILDING
Common Name	Turner Building, James S. Black Building

2. LOCATION

Street & Number	107 S. Howard Street
City, State, Zip Code	Spokane, WA 99201
Parcel Number	35191.2401

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 checked="" type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
Site	<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	Black Enterprises
Street & Number	811 W. Riverside Avenue
City, State, Zip Code	Spokane, WA 99201
Telephone Number/E-mail	daveblack@naiblack.com , 509-623-1000

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 <u>1979</u>
Location of Survey Records	Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING**

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.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than 1 acre.

Verbal Boundary Description

Railroad Addition, Lots 1-2, Block 13.

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 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

May 15, 2019

**Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING**

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

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



The Columbia Building in circa 1910



The Columbia Building in 2019

draft submitted April 27, 2019

DESCRIPTION OF PROPERTY

Summary Statement

Built in 1907, the Columbia Building is a six-story commercial office tower sited on the corner of First Avenue and Howard Street, a busy intersection in Spokane, Washington's downtown core. With restrained Classical Revival-style detail, the building is constructed of original steel frame, reinforced masonry/concrete, flat roof, basalt stone foundation, rusticated tan-colored face brick cladding, and symmetrical fenestration patterns featured in original windows. Terra cotta ornamentation includes decorative cartouches, window sills with molded drip lines, egg-and-dart detail, and a front-entrance paneled name plate, which spells COLUMBIA. At the west and north primary facades, the building's flat roof is accentuated with a massive projecting cornice and decorative bracket pairs—a prominent façade focal point. The Columbia Building retains a high degree of integrity in original location, design, setting, materials, workmanship, feeling, and association.

CURRENT APPEARANCE & CONDITION

Site

Sited on nearly level grade with a slight north-facing slope, the Columbia Building is located on Lots 1 and 2, Block 13 in the Railroad Addition to Spokane Falls in southwest downtown. The building occupies the north half of Lots 1 and 2 for a width of 77 feet along South Howard Street and a depth of 100 feet along West First Avenue.¹ The formal front entrance to the Columbia Building is located at the southern end of the west façade with a postal address of 107 S. Howard Street. Measuring 71 feet wide and 100 feet deep, the southern half of Lots 1 and 2 next to the Columbia Building constitutes a paved parking lot. A public alley abuts the south border of the property at the parking lot. A 1963 one-story commercial structure and underground parking garage are located adjacent to the east elevation of the Columbia Building. The area surrounding the Columbia Building reflects commercial development, and includes a directionally correct grid work of paved city streets, paved city alleys, and a collection of side-by-side, mostly brick two-to-thirteen-story commercial office and hotel buildings erected from the early 1900s through the 1960s. Contemporary commercial infill constructed after 1970 exists as a few tall, multi-story, high-rise office towers and paved parking areas throughout the downtown neighborhood.

Exterior of the Columbia Building

The six-story Columbia Building is a tall, commercial business block in excellent condition. The building's exterior vertical design reveals three parts with a two-story base; a main shaft containing floors three, four, five and six; and an elaborate projecting cornice. The property's two primary facades are the west and north elevations of the building, which together look northwest from the southeast intersection corner at First Avenue and Howard Street. The building's west and north facades are prominently embellished with a projecting cornice of deeply overhanging eaves, massive scroll-sawn brackets, and modillion and dentil courses. The west façade supports five symmetrically

¹ Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA

aligned eave bracket pairs, and the north façade supports seven eave bracket pairs. The massive decorative brackets are colored a deep, dark green hue and reveal strong design influence from the Italianate style. Horizontal modillion and dentil courses are located in the space between each massive bracket pair. Floors three, four, and five are clad with tan-colored pressed face bricks laid in stretcher bond with a rusticated pattern and feature symmetrical fenestration patterns with windows arranged in groups of two and three across the west and north facades of the building. Rather than rusticated brick, floor six is clad in a continuation of tan-colored pressed face bricks designed as inset panels positioned between window groups. Two wide, horizontal stringcourses made of terra cotta function as window sills under windows on the third floor and sixth floor while windows at the fourth and fifth floors reveal individual terra cotta window sills. The terra cotta window sills feature egg-and-dart ornamentation, which are located at the bottom edge of each individual and stringcourse window sill.

In 1972, the north and west facades of the ground floor at street-level were refaced with new tan-colored pressed face bricks that closely match the original 1907 pressed face brick cladding laid in stretcher bond preserved on upper floors two through six. All windows on the third, fourth, fifth and sixth floors remain preserved as original 1/1 units with wood sash and wood frames. Second-floor windows at the west façade and north facade remain preserved as tripartite units with one center fixed-pane picture window flanked by two 1/1 double-hung wood-sash units. All window sashes and frames above street-level are colored dark green to match the building's prominent massive eave brackets. Original ground-floor display windows at street-level were replaced in 1972 with contemporary storefront designs, featuring dark brown-colored metal-sash and metal-frame tall display windows between tall vertical expanses of brick cladding. The Columbia Building's formal front entrance at 107 S. Howard Street was remodeled with contemporary doors and materials made of dark brown-colored glazing, metal sash, and metal frames. Street-level entrances along the north and west facades of the building are flush with the planar wall surface of the property. The northwest corner of the building is recessed at street-level and is supported by a large brick post.

The south and east elevations of the Columbia Building are exposed and clad with crème-colored textured stucco. The south rear elevation of the building features a six-story center light well with original 1/1 wood-sash windows, a west wing and an east wing. The east wing features a full-height exterior metal staircase. The roof on the Columbia Building is flat with a brick parapet that encircles the roof's perimeter. The roof's flat surface is covered and protected with layers of built-up tar and a thick vinyl membrane. HVAC appurtenances, vents, chillers, and other structures are anchored to the roof but cannot be seen from a public right-of-way (street or alley).

Interior of the Columbia Building

The interior of the Columbia Building has a total of 51,840 square feet of space from the basement through the sixth (top) floor.² A formal front entrance opens to the building's

² Spokane County Tax Assessor public records. Spokane County Courthouse, Spokane, WA

lobby from street-level at the southern end of the west façade. The interior of the building features a lobby with an original black cast-iron staircase and marble treads. The staircase rises from the first floor, turns and climbs to the second, third, fourth, fifth, and sixth floors (the staircase also descends to the basement). The lobby features a contemporary ceramic tile floor, original five-foot-high marble wainscoting, an antique brass-framed and glass-covered directory of building businesses, and a wall-mounted brass-and-glass U.S. Post Office mail box with a vertical mail chute that passes through all six floors. Two elevators are located in the southeast corner of the lobby. A glass-and-metal-frame contemporary interior pedestrian door on the north wall opens to a commercial bay (currently a juice bar) north of the lobby.

The Columbia Building reveals contemporary styling in all interior street-level commercial bays and in all interior upper floors in the building (floors two through six). All ceilings are lowered with indirect lighting panels and acoustical tiles. Floors are covered with a mixture of ceramic tile and carpet. Original perimeter walls are covered with painted drywall. Interior partition walls are temporary and are differently positioned throughout each floor as they continually change to serve requirements of various tenants. In addition to the original cast-iron and marble staircases that rise to each floor from the building's first-floor lobby, hallways exist in the southeast corner of each floor and lead to restrooms and to useable original steel vaults.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Shown in 1910-1955 black-and-white historic photographs and in an architects' sketch of the building in Raymer's 1906 *Complete Encyclopedic Dictionary of Spokane and the Inland Empire*, the original exterior design of the property remains remarkably intact in 2019 with the exception of street-level storefronts.³ The original exterior design for floors two through six feature original 1/1 working windows, face brick cladding, decorative terra cotta articulation, and the property's massive projecting cornice with Italianate-style roof eave brackets on the west and north facades of the building. As originally built, entrances to the Columbia Building's street-level storefronts were canted and addressed as 101, 103, 105, and 107 S. Howard Street, and 521, 523, 525 and 527 W. First Avenue. The northwest corner of the building was not recessed as it is in 2019. Large display windows extended across the north and west facades of the building, and featured wood sash and wood frames. Display windows flanked canted entrances, and horizontal rows of multi-paned transom windows capped the entrances and display windows.

As originally designed, horizontal pressed brick spandrels designed for storefront advertisement signage were located just above storefront transom windows. Preserved on the building, a permanent name plate on a brick spandrel over the building's front entrance at 107 S. Howard Street was constructed in 1906, and reads COLUMBIA in molded terra cotta. Up to the 1950s, tenants who leased street-level storefront bays used the brick space reserved for signage above the transom windows for their respective

³ Raymer, 1906

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING

signs. Modifications began in the 1950s-1960s when transom windows above the canted entrances were covered with metal and/or wood panels, and storefront tenants mounted signage on the metal or wood panels instead of on the brick spandrels designed for signage.

The interior of the Columbia Building was originally finished in 1907 with what was then considered the “newest recommendations for a ‘fireproof’ building.”⁴ “Fireproof” was defined as “non-combustible and fire-protected structural frame” by Spokane structural and architectural engineer Robert B. Hyslop in his 1983 book, *Spokane’s Building Blocks*. He described the following fireproof interior of the Columbia Building:

*The windows and frames, and the corridor doors and frames of the many openings to the corridors, were of ‘Kalamein’ construction (wood covered with sheet metal) although the glass throughout was ordinary plate (the office entrance doors had beveled plate, no less). The one staircase [in the building], a cast-iron stair frame with marble treads, was open to all the floors, and the elevator hatchway had open grillwork in its fronts.*⁵

Ceilings were 10 to 12 feet in height, and floors were covered with a combination of oak plank and mosaic stone.

In 1906, the east elevation of the Columbia Building was erected adjacent to the west side of an 1890 five-story brick building, which was in 1908 raised to six stories (Hotel Spokane). In 1963, the hotel was demolished and replaced by a four-story motor hotel (motel) and underground garage. In 2018, the 1963 building was reduced to a single story. The east elevation of the Columbia Building was then finished with stucco and crème-colored paint.

In 1906, a 4-story steel and reinforced concrete building was built in the south half of Lots 1 and 2 on Block 13 just before the Columbia Building was erected. The 1906 structure operated as the Columbia Theater and later at different times as the Orpheum Theater, the Hippodrome Theater, and the Avalon Theater. In 1933, it was demolished, and the site was developed as a paved parking lot owned by the Columbia Building. When the theater was razed, the south rear face of the Columbia Building was exposed, revealing an original full-story light well. The building’s south rear face was finished with stucco and crème-colored paint.

From the time construction of the property was completed in 1907 to 1970, many alterations and modifications were made to the Columbia Building’s exterior and interior street-level storefronts and commercial bays, and to all of the building’s interior spaces on floors one through six. During this time, over 50 permits were issued and recorded by the City of Spokane for various electrical, plumbing/heating/air conditioning, and construction work projects for different professional business owners and tenants who

⁴ Hyslop, 1983

⁵ Ibid

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING

leased space in the Columbia Building at different times.⁶ The only original interior elements retained in the building include the cast-iron-and-marble-tread staircase from the basement to the sixth floor, and a hallway in the southwest corner of the building from floors two through six that features steel vaults and some marble-clad restrooms.

The largest one-time, building-wide remodeling effort to the property was completed in 1972. The local *Spokane Daily Chronicle* newspaper on May 25, 1972 announced “plans for major remodeling of the Columbia Building.” Decisions were made to completely air condition the building, remodel the hallways, and install a new elevator system. “The remodeling also will include a new lobby, new carpeting, drop ceilings with indirect lighting, and all new modern décor” throughout the building.⁷ At the exterior of the building, a contemporary street-level design was developed and included removal of original pressed face bricks and original commercial storefront designs with canted entrances, wood-sash and frame display windows, and multi-paned transom windows. The 1972 contemporary street-level storefront remodel included the installation of tan-colored face bricks that were used to clad the new storefronts, a near match to the original bricks. Canted entrances were replaced at storefronts with walls and entrances that were flush with the exterior planar wall surface of the building. Original transom windows and signage spandrels were replaced by tall vertical display windows with metal sash/frames. The northwest corner of the building at street-level was recessed with a single large square brick post, supporting the overhang of the second floor. At the building’s south rear, a metal exterior stair tower was installed on the east wing of the light well.

⁶ City of Spokane archive building permits

⁷ *Spokane Daily Chronicle*, 25 May 1972.

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING

Areas of Significance
Period of Significance
Built Date
Architect

Architecture, Law
1907-1932
1907
1906: Preusse & Zittel, Architects
1972: Warren Heylman, Architect

STATEMENT OF SIGNIFICANCE

Summary Statement

Built in 1907, the Columbia Building (also called the Turner Building) was erected for property owner and prominent Spokane pioneer, Judge George Turner. The building is eligible for listing on the Spokane Register of Historic Places for its historical and architectural significance, and reflects a period of significance identified as 1907 to 1932 from completion of the building's construction to the year Turner died. The Columbia Building is historically significant under Category B for its 25-year association with Judge Turner's career as one of Spokane's most celebrated and successful lawyers, and "one of Eastern Washington's most eminent political figures."⁸ As reported in a 1932 obituary in the *Spokesman-Review* newspaper, "sincere tribute" was paid by "bench, bar and laymen to late Judge Turner" at the time of his death at age 81.⁹ More than 50 honorary pallbearers from the ranks of Spokane's pioneer businessmen, lawyers, judges, and legislators attended his funeral service. His law partner, Frank Graves, eulogized Turner as a "distinguished, honest, honorable, patriotic citizen and most loyal friend."¹⁰ A phenomenal jurist and statesman, Turner served as an associate Washington State Supreme Court Justice (1885-1888), a leader in drafting the Washington State Constitution (1889), a United States Senator from 1897 to 1903, a skillful orator with numerous congressional speeches, and an international arbitrator from 1910 to 1914 under various federal government appointments associated with United States Presidents Roosevelt, Taft, and Wilson.¹¹ At different times in Spokane, Turner practiced law with various partnerships, including Turner Foster & Turner (his brother), Turner Graves & McKinstry, and in his Columbia Building offices with Turner & Geraghty followed by Turner Nuzum & Nuzum.¹² In recognition of his brilliant career, a *Seattle Times* newspaper article applauded Judge George Turner at the time of death as "unfailingly helpful to counsel and advice for the welfare of the commonwealth and its people," and exacted that "on all accounts he must hold a foremost place in state history."¹³

The Columbia Building is further architecturally significant under Category C as a fine representation of the multi-story commercial office building type embellished with restrained Classical Revival and Italianate-style influence. In excellent condition, the Columbia Building represents the work of Spokane master architects Herman Preusse and Julius Zittel. An anticipatory article in the February 14, 1906 issue of the

⁸ Reynolds, Yeomans, Mandyke, 2003

⁹ *Spokesman-Review*, 21 February 1932

¹⁰ Ibid.

¹¹ *Tacoma Herald*. 28 January 1932

¹² *Spokesman-Review*, 27 January 1932

¹³ *Seattle Times*, 26 January 1932

Spokesman-Review newspaper shared the architects' predictions of the Columbia Building when they exclaimed, "This will be the best office building in the city. It will be fireproof construction throughout with metal finish, marble halls, and tile floor. The cost will be \$300,000."¹⁴ On October 28, 1906, a photograph of the nearly completed six-story Columbia Building was featured on the front page of the real estate section in the *Spokesman-Review* with a descriptive caption that applauded the property as "perhaps the most modern office building in the city" at that time.¹⁵

HISTORIC CONTEXT

In 1872, Spokane was a small Eastern Washington town centered at Spokane Falls, a natural topographic feature and an important source of hydro-electric power. The town grew quickly and became nationally recognized as a distribution center for mining, lumber, agriculture, and railroad transportation in the western United States. As was popular in the late 1880s and 1890s, Spokane's downtown business core was built with mostly wood-frame commercial business blocks, warehouse buildings, and lodging houses. In 1889, a fire started in the heart of the town's business core and quickly grew to huge proportions, engulfing the city and destroying more than 30 city blocks in the town's central business district. After the fire, building codes were changed and fire retardant building materials and practices were mandated to prevent the possibility of damage from future fires. Brick and stone were the fire-retardant construction materials of choice, and one- to five-story brick and stone buildings were erected, some with steel reinforcing.

Fireproof or not, frenetic downtown re-building efforts boomed in Spokane during the 25 years following the 1889 fire. More than 100 single-room-occupancy hotels (SROs) with plain, no-frills brick masonry construction were quickly erected side-by-side along downtown streets to house the influx of people, workers, and immigrants who flocked to Spokane to find jobs. In contrast, other brick and stone buildings were designed and built as prominent high-rise, high-style commercial business blocks that included both fire-retardant materials and steel/concrete reinforcing.

The first fireproof business block erected in Spokane's downtown business center is reputed to be the six-story Holley Mason Hardware Building on South Howard Street, built in 1906 of reinforced concrete construction.¹⁶ Other more modern buildings, some quite tall, were erected with steel frame and reinforced concrete construction as fireproof business blocks, including the Realty Building (W. Riverside Avenue in 1910 with eight stories), the Old National Bank Building (W. Riverside Avenue in 1910 with 15 stories), the Sherwood Building (W. Riverside Avenue in 1916 with eight stories), the Symons Building (S. Howard Street in 1917 with four stories), the Paulsen Medical & Dental Building (W. Riverside Avenue in 1928 with 15 stories), and the then-new Rookery Building (W. Riverside Avenue in 1933 with three stories). The Columbia Building was

¹⁴ *Spokesman-Review*, 14 February 1906

¹⁵ *Spokesman-Review*, 28 October 1906

¹⁶ Hyslop, R.B. 1983

erected in 1907 with six stories, and was recognized as one of the first fireproof buildings in Spokane with fire-retardant materials and steel and concrete frame reinforcement.¹⁷

The Columbia Building

In 1904, Judge George Turner purchased Lots 1 and 2, Block 13 in Spokane's Railroad Addition to Spokane Falls for \$6,000.¹⁸ He then commissioned the Spokane architectural team of Herman Preusse & Julius Zittel in 1905, to design a fireproof structure called the Columbia Building on the southwest intersection corner of West First Avenue and South Howard Street. It was originally planned as a four-story building with 63 hotel rooms on the top three floors to be leased by the adjacent next-east Hotel Spokane. In addition to the Columbia Building, Judge Turner commissioned the construction of a four-story theater next to the south face of the Columbia Building. The theater was called the Columbia Theater with the molded terra cotta appellation COLUMBIA positioned across the front of the property's fourth floor.¹⁹ The theater was proposed to cost a total of \$50,000 and was to "be completed and ready for business by January 1, 1906."²⁰ The Columbia Theater was completed later in 1906 before the Columbia Building was erected in 1907. Originally called the Columbia Theater, the structure was also known at different times as the Orpheum Theater, the Hippodrome Theater, and the Avalon Theater. Attracting fewer and fewer patrons after the 1920s, the theater was razed in 1933, and the property was developed as a paved parking lot.

By December 1905, Judge Turner changed his mind for his proposed Columbia Building. He increased the building's height from four stories to five stories, and discontinued plans for an interior corridor connection to the adjacent Hotel Spokane (Hotel Spokane had initially planned to lease upper-story rooms in the Columbia Building).

Less than three months later, Judge Turner made a final change to the Columbia Building as reported in the following February 14, 1906 *Spokesman-Review* announcement:

BEGIN WORK ON COLUMBIA

Work on the Columbia Building, which Senator George Turner will build at Howard Street and First Avenue, is well underway. It has definitely been decided the building will be six stories high instead of four as originally contemplated. It will be 75 x 100 feet, fronting on Howard Street. The first floor will contain seven [merchandise bay] storerooms and an entrance, and the upper stories will be converted to offices. Preusse and Zittel are the architects. Mr. Zittel said yesterday, "This will be the best office building in the city. It will be fireproof construction throughout with metal finish, marble halls, and tile floor. The cost will be \$300,000. No office building in the city is fireproof."²¹

¹⁷ Ibid

¹⁸ Spokane County Warranty Deed #116866, 10 Nov 1904, Spokane County Courthouse

¹⁹ *Spokesman-Review*, 1 July 1905

²⁰ *Spokesman-Review*, 9 September 1905

²¹ *Spokesman-Review*, 14 February 1906

When completion of the building's construction was only a few months away, a prominent photograph of the Columbia Building was featured with a descriptive caption on the front page of the real estate section in the October 28, 1906 edition of the *Spokesman-Review*:

*TURNER BUILDING
FIRST AVENUE AND HOWARD STREET*

Judge George Turner's new building, which is nearing completion at the southeast corner of First Avenue and Howard Street, will be perhaps the most modern office building in the city when it is finished. Constructed of steel frame reinforced concrete and metal, it will be absolutely fireproof. There are six stories and a full basement. The cost of the building will be about \$250,000. The dimensions are 100 feet on First Avenue and 75 feet on Howard Street. The walls are of buff brick and terra cotta trimmings. The [interior] walls will be of native marble, and there will be marble wainscoting in the hallways and all of the floors, and in the toilet rooms. Mosaic tiling will be used in the floors of the hallways. Vault space for each tenant will be reserved, and there will be toilets for men and women on each floor. The interior trim and doors of the building will be metal-covered, no wood being exposed. The...entire building is being wired for electric lights, telephone service, and for messenger call boxes. Gas is also being piped to the different [office] rooms. The building will be completed about the first of the coming year [in 1907].²²

The next month in November 1906, a stop-work action occurred when the Spokane Structural Building Trades Alliance, consisting of plasterers, electricians, and building laborers, were called off work. The action was "in sympathy with the plumbers' local, which refused to allow its members to install certain fixtures in the new building." The local carpenters and structural iron workers, however, "refused to take the stand with the Alliance, and remained at work in the building."²³ The strike ended, and work quickly resumed.

Columbia Building Tenants

By early 1907, construction of Judge George Turner's Columbia Building—also known as the Turner Building—was complete. Various tenants leased space at different times in first-floor merchandise bays along First Avenue and Howard Street, and in upper-story professional offices on floors two through six. Street-level commercial bays located on the building's north and west facades and the building's prominent northwest corner at First Avenue and Howard Street represented a typical kaleidoscope of American businesses and merchants who occupied retail and merchandise space at different times for more than a century from 1907 through 2018. Lessees included the Rogers Company Shoes & Boots, Phillips Cigars, The Imperial Cafeteria, Billiards, McNab Drug Company, Spokane Paints, Martin Photography Studio, the Curtis Style Shop, Schorn Paints & Wallpaper, C&S Sport Equipment, Associated Loans, Pioneer National Title

²² *Spokesman-Review*, 28 October 1906

²³ *Spokane Daily Chronicle*, 7 November 1906

Company, and currently Fusion Juice of Spokane and the Wave Island Sports Grill & Sushi Bar.

From 1907 to 2019, the upper stories of the building from floors two through six were leased by tenants who owned and operated professional businesses involved in law, real estate, land/title work, mining, oil & gas exploration, insurance & loans, physician & health care, and government services. In 1910, Judge George Turner, and his law partner, James Geraghty, practiced law for four years from their offices in Room 512. In 1914, Judge Turner formed the law practice Turner Nuzum & Nuzum. The firm opened offices in Room 605, where Judge Turner worked until his death in 1932.

Subsequent Building Owners

In 1937, legal ownership of the Columbia Building was transferred to the Northwestern Mutual Life Insurance Company. In 1950, the property was purchased by Spokane physician Dr. Edgar L. Boone. In 1970, the Columbia Building was sold by the trust department of the Old National Bank of Washington, who represented the Boone Foundation (a charitable institution) to a syndicate of three Spokane businessmen represented by the James S. Black Real Estate Company. The cost of the transaction was \$275,000. Following directions from the Boone Foundation, revenue from the real estate sale was gifted to Volunteers of America, the Salvation Army, and to qualified low-income students of Eastern Washington State College (University) and Deaconess Hospital.²⁴

In December 1970, James S. Black and his wife, Marjorie E. Black, purchased the Columbia Building with two other investors, Michael & Joan Meagher and Mark L. Brown. By 1976, the Meaghers and Mark Brown sold their interest in the property to the Blacks, and the property became legally known as the Columbia Building Syndicate. Originally called the Columbia Building when it was built in 1907, the property was dedicated in the 1980s as the James S. Black Building in honor of prominent Spokane real estate broker and developer, James S. Black.

HISTORIC SIGNIFICANCE

Criterion B

The Columbia Building is historically significant under Category B for its 25-year association from 1907 to 1932 with celebrated Spokane jurist, statesman and patriotic citizen Judge George Turner. George Turner was born on February 25, 1850 in Edina, Knox County, Missouri. His education was brief when public schools in Missouri were closed during the Civil War. Young George Turner, age 13, then volunteered for the U.S. Union Army and worked as a military telegraph operator until the end of the war. In 1868, he passed the examination to the bar at Mobile, Alabama, worked to sharpen his legal skills, and was many times called from private practice to public service. From 1876 to 1880, Turner filled the position of United States marshal for the southern and middle districts in Alabama.

²⁴ *Spokane Daily Chronicle*, 25 May 1972

**Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING**

In 1884, Turner moved to Yakima, Washington where he was appointed Associate Justice of the Supreme Court of the Washington Territory around Yakima, and became known as “Judge” George Turner. The next year in 1885, he relocated to Spokane, where he focused on private practice at different times with Turner Foster & Turner (his brother) and Turner Graves & McKinstry. In 1889 he served as chairman of the judiciary committee responsible for writing Washington State’s Constitution. The *Spokesman-Review* reported, “In the constitutional convention, which drew up the state’s constitution, the judge was its outstanding figure and wrote both the constitution and its bill of rights...[which were] considered model state documents.”²⁵

In 1897, Judge George Turner was elected to serve a six-year term as a United States Senator to Washington State. He then received at different times several Federal government appointments to national arbitration boards. In 1903, he worked on the Alaska boundary tribunal, and “settled the Alaskan boundary dispute between the United States and England.”²⁶ Just after he built the Columbia Building in 1907, Judge Turner continued his prominent political positions when he was appointed by U.S. President Taft as legal counsel for the United States in the northeastern fisheries arbitration at the Hague, Netherlands in 1910.²⁷ From 1911 to 1914, Judge Turner was a member of the original Canadian-American International Joint Commission created to prevent disputes regarding the use of boundary waters between the United States and Canada. He returned to Spokane in 1914, and settled in his law practice known as Turner & Geraghty, and later Turner Nuzum & Nuzum, with offices in the Columbia Building until his death in 1932.

In June 1878, in Montgomery, Alabama, George Turner married Bertha C. Dreher. They had no children but adored their nieces, nephews, family, and small dogs. In Spokane, they resided in a spectacular Tudor Revival-style and Moorish-influenced mansion designed by prominent Spokane architect Kirtland K. Cutter. Located at 525 W. Seventh Avenue, the property was originally built in 1889 for Frances Sherlock and F. Rockwood Moore, first president of Washington Water Power (Avista). It was sold to Judge George Turner and his wife Bertha Dreher Turner after F. R. Moore’s death in 1895.²⁸

Throughout his lifetime, Judge Turner invested in two North Idaho mines: the Constitution Mine of which he served terms as president, and the LeRoi Mine where he made his fortune selling his interests for \$8 a share (at one time he held 40,000 shares).²⁹ Judge Turner’s social and fraternal allegiances were with the Spokane Masons and Elks, the Spokane Club, Spokane Athletic Club, Spokane Country Club, and the Metropolitan Club of Washington, D.C.

²⁵ *Spokesman-Review*, 9 September 1945

²⁶ Durham, N.W. 1912

²⁷ *Spokane Daily Chronicle*, 18 November 1939

²⁸ Reynolds, Yeomans, Mandyke. 2003

²⁹ *Spokesman-Review*, 27 January 1932

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING

Respected Spokane historian, author and newspaper columnist, N.W. Durham summarized Judge Turner's many accomplishments and brilliant mind:

He has throughout his life been a close student of men and affairs, and his analytical power has brought him clear understanding of both. This same power has enabled him at all times to see below the surface of things in his consideration of vital state and national questions, and to correctly determine the possible outcome of a critical situation. The judicial trend of his mind has kept him free from personal bias or prejudice in these public acts, and his course at all times sustained the honor of state and country without the sacrifice of the right of other lands. A gracious presence, a charming personality, and profound legal wisdom all combine to make him one of the most distinguished and honored residents of the State of Washington.³⁰

ARCHITECTURAL SIGNIFICANCE

Criterion C

The Columbia Building is architecturally significant under Category C as an example of the commercial building type articulated with restrained Classical Revival and Italianate-style influences, illustrating the transition of design as an important architectural development. The Columbia Building was built during a time in Spokane when "fireproof construction" was gaining popularity inspired by necessity. Spokane architectural and structural engineer, Robert B. Hyslop (Whitehouse & Price Architects), defined fireproof as a "non-combustible and fire-protected structural frame" building.³¹ He explained that "when it was built in 1907," the Columbia Building reflected "an attempt to meet all the newest recommendations for a 'fireproof' building."³² Featured with a prominent photograph and caption in the *Spokesman-Review* newspaper on October 28, 1906 as it neared completion, the Columbia Building was touted as a structure "constructed of steel-frame reinforced concrete and metal," an "absolutely fireproof" building.³³ Influenced by tall commercial, contemporary buildings of usually six or more stories, the rectangular Columbia Building was similar to a classic column with a base consisting of the lower two stories, a main vertical shaft (floors three, four, five, six), and an elaborate and boldly projecting cornice that highlighted a flat roof.³⁴ The cornice with its widely overhanging eaves was articulated with modillion and dentil courses located between massive pairs of decorative scroll-sawn eave brackets inspired by the Italianate style. The north and west facades of the building were designed with symmetrical fenestration patterns that featured 1/1 windows as well as tripartite units with center fixed panes flanked by two 1/1 windows that offered ventilation. Restrained ornamentation on the building includes smooth, tan-colored pressed face brick cladding accented with terra cotta window sills, molded terra cotta cartouches over brick pilasters, and a formal, molded terra cotta name plate over the front entrance of the building. The

³⁰ Ibid

³¹ Hyslop, Robert B, 1983

³² Ibid.

³³ *Spokesman-Review*, 28 October 1906

³⁴ Poppeliers, John et al, 1983

interior of the building was designed with street-level commercial and merchandise bays and upper-story professional offices.

Architect Herman Preusse (1847-1926)

The Columbia Building was designed by the Spokane architectural team, Preusse & Zittel Architects. Born in Germany into a family of architects, Herman Preusse at the young age of thirteen years studied at the prestigious college of architecture at Holzminden, Germany. Preusse returned home and worked in his father's office, followed by a position as the superintendent for construction of the large German Bessemer steel works. In 1870, Preusse came to America and practiced in Chicago, California, and Kansas before arriving in Spokane in 1882. Unfortunately much of his pre-1889 work was destroyed in the devastating 1889 Spokane fire. After the fire, Preusse proved to be a busy, prolific architect responsible for numerous Spokane buildings, including but not limited to the German-American Society Hall, the Fernwell Building, the Ziegler Building, the Blalock Building, Hotel Spokane, the Holland/VanValkenburg Building, the Great Eastern/Peyton Building, and the Bodie/1889 Block.

As told by author Lisa Kalhar Melton in her thesis, *Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings*, Herman Preusse was "the first trained architect to settle in Spokane Falls, Washington Territory" and was actively sought by customers from the moment he arrived. "Soon after his arrival in August 1882, this German immigrant was retained to build a two-story commercial structure...the first of many...Preusse would design throughout his [Spokane] career." He is known to have "designed over one hundred structures, including residences, commercial and public buildings, churches, and schools" from 1882 to 1918.³⁵ Melton summarized Preusse's impact on Spokane through his "extant architecture," and exclaimed, "Spokane benefitted greatly" from his "presence in the city."³⁶

Architect Julius Zittel (1869-1939)

Born in Germany in 1869, Julius Zittel came to America in 1882 when he was 13, and apprenticed to a Chicago architect when he was 18 years of age. He moved to Spokane in 1887 and began work for fellow German architect Herman Preusse. In 1893, Zittel was made a partner of the architectural firm, which he and Preusse named Preusse & Zittel Architects. The partnership lasted until 1910, when Preusse retired. Working together, they were responsible for designing numerous buildings, including the Armory Building, Victoria Hotel, Pacific Hotel, Bump/Carlyle Hotel, Gonzaga University Administration Building, Carnegie Library (downtown branch), St. Aloysius Catholic Church, Holy Names Academy, Our Lady of Lourdes Cathedral, the Columbia Theater, and the Columbia Building. Working solo, Zittel was also responsible for Spokane City Hall (destroyed by fire), Finch School, Cheney Normal School, and St. Joseph's Church among others. Zittel became the Architect for Washington State in 1897, and designed nearly every state job in Eastern Washington after the appointment. In addition, he

³⁵ Melton, Lisa Kalhar, June 2001

³⁶ Ibid

served as president of the Spokane Society of Architects and later as president of the Spokane Hotel.

Architect Warren C. Heylman (1923-)

Spokane architect Warren Heylman designed the planned the extensive remodel of the Columbia Building in 1971-1972. His designs are visible at street level across the north and west facades, and throughout the entire interior space of the building. Interior offices were redesigned to support 1970s technology and contemporary business practices while street-level storefronts were updated with a modern look.

Born September 12, 1923 in Spokane, Warren Cummings Heylman received formal architectural training at Washington State University and the University of Kansas. After receiving his architectural engineering degree from Kansas in 1945, Heylman served for a number of years in the Navy before opening his own private practice in Spokane in 1952. Heylman produced a plethora of unique, interesting, and sometimes one-of-a-kind designs over the next 40 years, and received many awards and accolades. His forward-thinking and unusual designs were also often controversial among the general public. Despite the controversy, Heylman's playful forms pushed the architectural envelope to its very edge. Over the years, he was awarded six AIA Spokane Chapter honor awards, received a Concrete Institute Award, and was inducted as a fellow of the AIA in 1983. Projects included the Norman Wells House (1954); the Lincoln Garden Apartments (1962); the Parkade Plaza Parking Garage (1967); the Spokane International Airport (1960-1964); Cathedral Plaza Residential Tower; Hangman Valley Golf Course; Riverfalls Tower; Federal Building in Wenatchee; Capitol Lake Towers (1973) in Olympia; and the public library in Colfax (1960). For the Columbia Building, Heylman remodeled the first floor at the exterior and the building's entire six-floor interior in 1972.

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**Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING**

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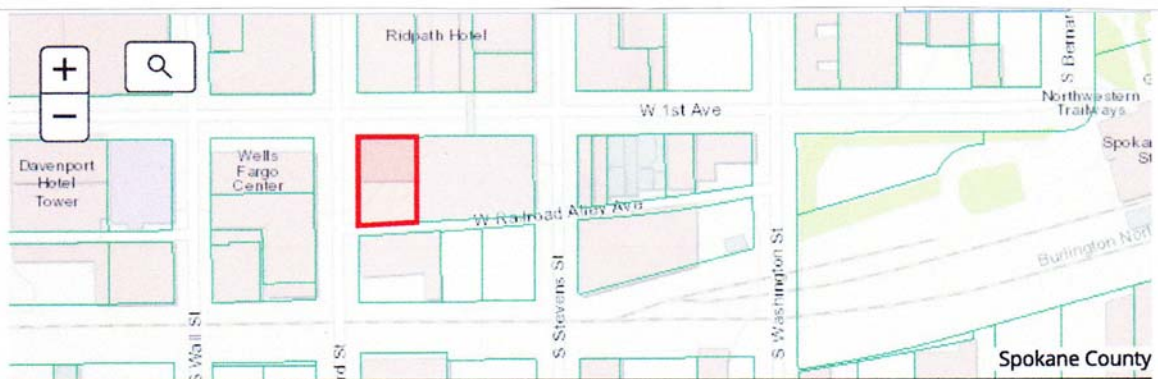
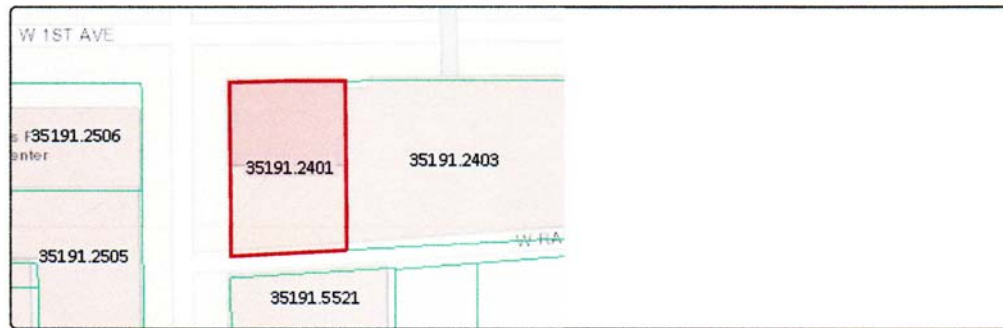
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Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



***Plat Map
of the Columbia Building property (outlined in red) in 2019***

107 S. Howard Street, Spokane, WA

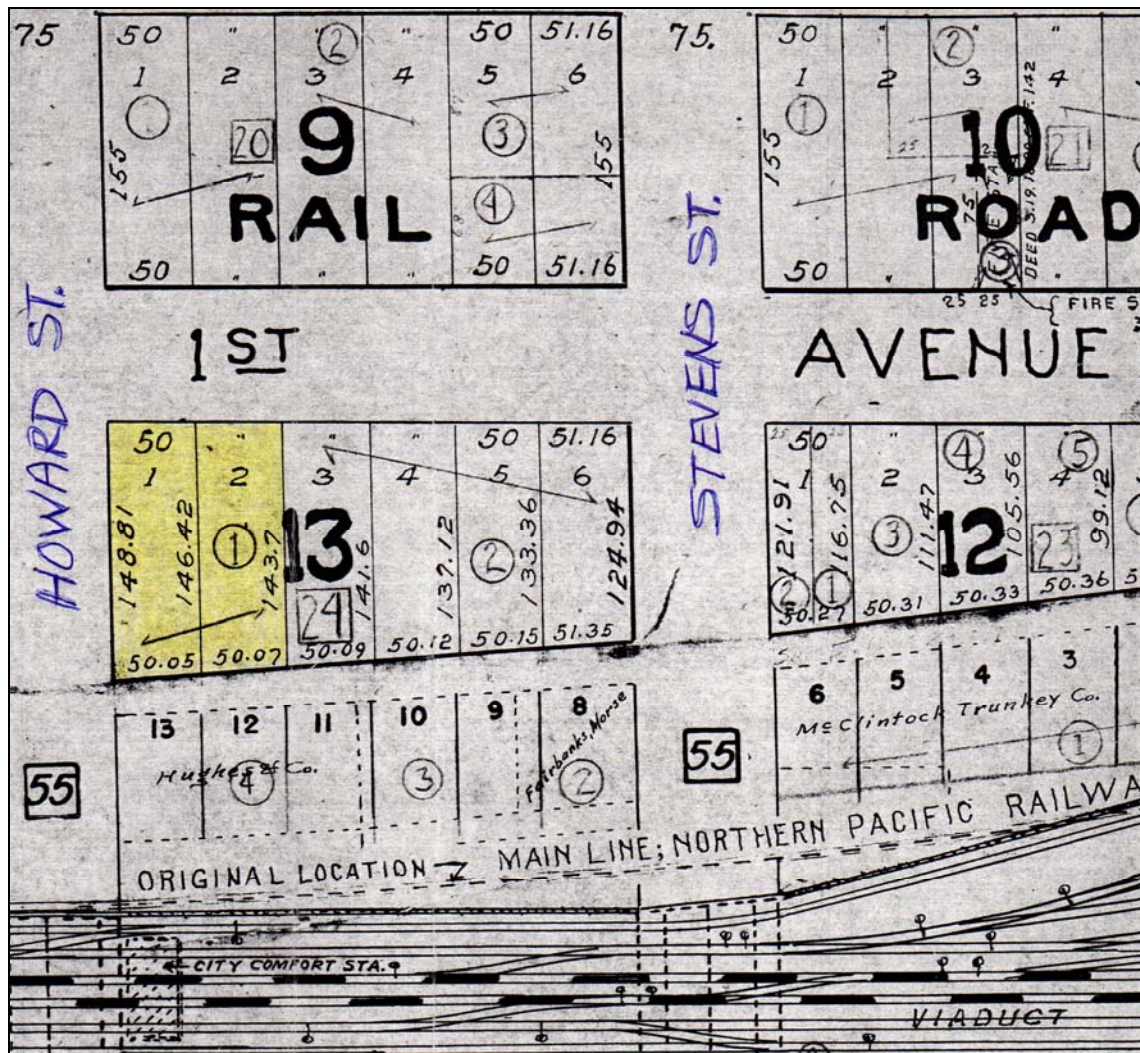
*Tax Parcel Number 35191.2401
Railroad Addition, Block 13, Lots 1 & 2*

Source: Spokane County Assessor



south

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



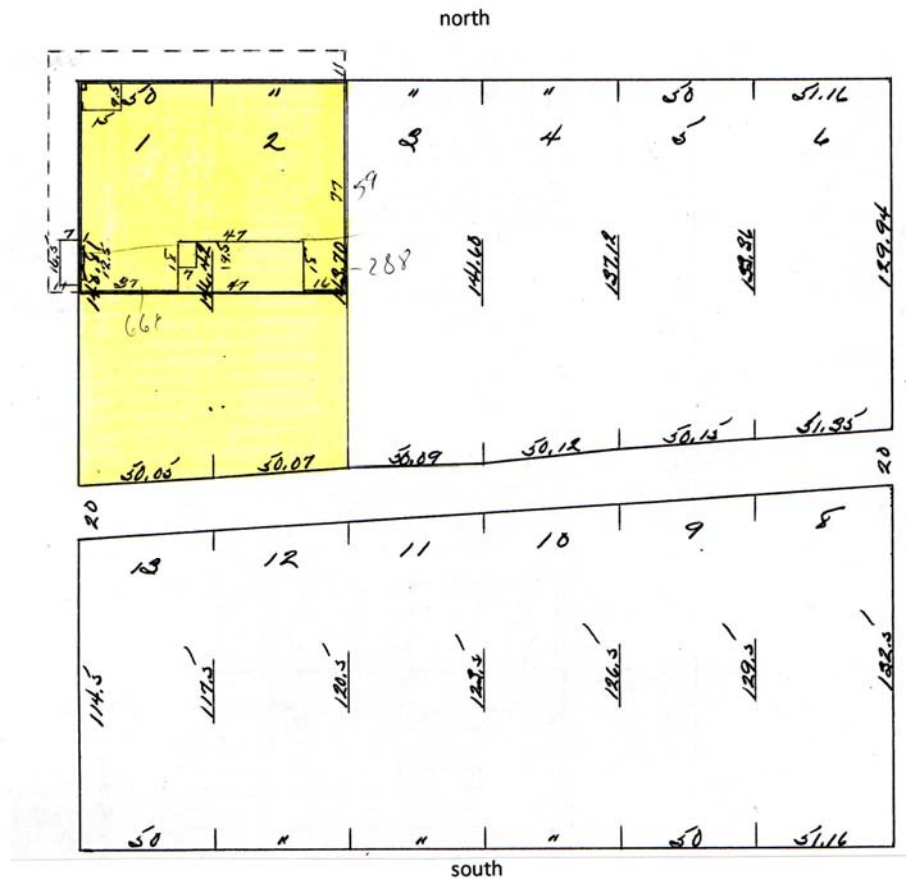
north

*Plat Map
of Columbia Building property (indicated in yellow)
107 S. Howard Street
Railroad Addition, Block 13, Lots 1 and 2*

Source: Spokane County Tax Assessor

north ↑

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Site Plan
for Columbia Building (indicated in yellow)

Railroad Addition, Block 13, Lots 1 and 2

Source: Spokane County Assessor

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Columbia Building in 2019, northwest corner façade, looking southeast



East face of Columbia Building in 2019, looking west

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



South rear face of Columbia Building in 2019, looking northeast

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Roof of Columbia Building, looking southwest in 2019



Roof of Columbia Building, looking east in 2019

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



First-floor entrance at northwest corner of Columbia Building in 2019



Commercial bay at 101 S. Howard Street in the Columbia Building in 2019

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



First-floor front entrance at 107 S. Howard Street to Columbia Building in 2019, looking west



*First-floor lobby in Columbia Building in 2019, looking east
(original marble wainscoting, marble staircase, ceiling height, floor plan)*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



First-floor lobby in Columbia Building, looking east in 2019



*First-floor lobby in Columbia Building, looking northwest in 2019
(interior door opens to café)*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Representative stairway and elevator lobby on floors two, three, four, five and six in the Columbia Building, looking south in 2019



Representative staircase at floors two, three, four, five and six in 2019.

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Representative staircase and lobby in floors two, three, four, five and six in 2019



Representative office lobby on floors two, three, four, five and six in 2019

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Representative offices and hallways on floors two, three, four, five, and six in the Columbia Building, looking north in 2019



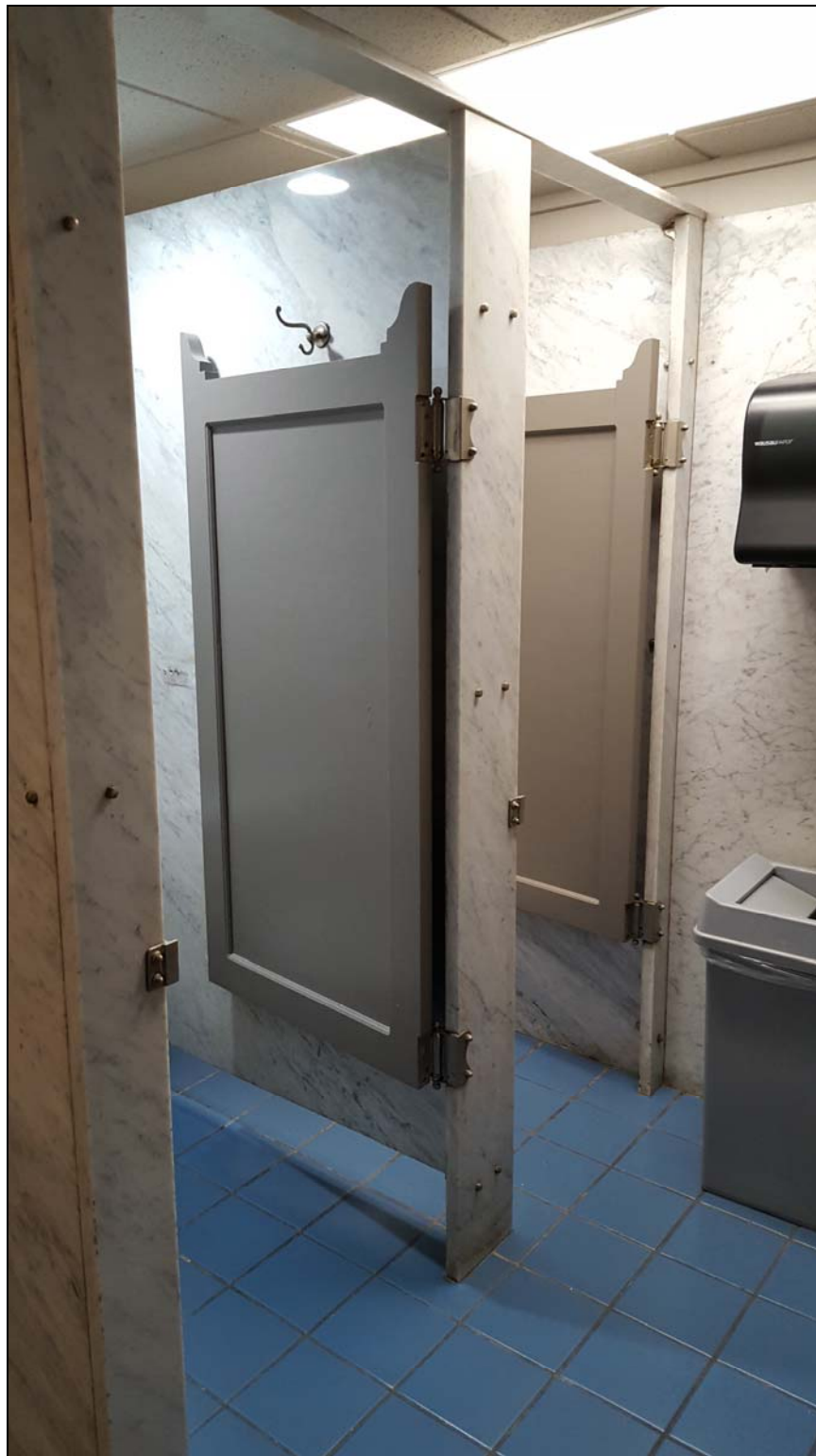
North wall of representative office on floors two, three, four, five and six in 2019 in the Columbia Building



2019 photo representative of all circa 1906 vaults existing in Columbia Building on floors two, three, four, five and six



2019 photo representative of all five circa 1906 vaults existing in Columbia Building on floors two, three, four, five and six



Original restroom on third floor in 2019

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



Hallway on south wall of third floor in 2019



BLACK'S BIG MOVE

Owner mulls apartment conversion as brokerage moves its headquarters

By Samantha Peone
samp@spokanejournal.com

Black Enterprises LP is considering a \$5 million project that would convert the six-story James S. Black Building downtown into a mixed-use building with five floors of apartment units, says principal Dave Black.

Earlier this month, prominent Spokane-based commercial real estate brokerage and property management company NAI Black, of which Black is also CEO and owner, moved its longtime headquarters from that building, at 107 S. Howard, into the Spokane Regional Business Center,



See **BLACK** page 11

—SAMANTHA PEONE

Built in 1907, the James S. Black Building could be converted into apartment units, says real estate developer Dave Black.

**“Black’s Big Move:
Owner Mulls Apartment Conversion as Brokerage Moves Its Headquarters.”**
Spokane Journal of Business, 21 November 2018

BLACK:

Architect looking at 40 living units total

Continued from page 1

at 801 W. Riverside downtown, where it now occupies 16,000 square feet on the third and fourth floors, says Black.

The move frees up 12,500 square feet of space NAI Black had occupied in the 111-year-old James S. Black Building.

"We're looking at all our options for that building right now, including converting it into multifamily rental units," Black says.

Another option would be to continue leasing the building as mostly office space, he says.

However, Mercier Architecture & Planning, of Spokane Valley, is designing floor plans for the potential multifamily space. Mercier owner and architect Shane Mercier says the space is being configured so the building's upper five floors could accommodate a total of 40 living units, with eight on each floor. Floor plans would include one-bedroom and two-bedroom apartments, Mercier says.

No changes would be made to the century-old building's exterior, he says.

Black says construction likely would start during the summer of 2019, and the units would be geared toward young professionals.

The street level would continue to be used as commercial space, he says.

That floor currently is occupied by The Wave Island Sports Grill & Sushi Bar and Fusion Juice of Spokane Inc.

Black says the building has two other tenants, publishing company Bozzi Media and general contracting company Fisher Construction Group. If the building becomes a multifamily complex, those tenants will be moved to another building.

Black says turning the building into multifamily units "makes sense."

"Rents have gotten to the point where they are better than office rents," he asserts. "The multifamily market is really strong right now, and I believe it will continue to be strong."

Another incentive, he says, is that a multifamily project within the Black building could qualify for tax incentives, including a city of Spokane 12-year multifamily tax abatement program and a federal tax credit for historical building rehabilitation.

As evidence of the health of the multifamily market, Black points to the Ridpath Club Apartments redevelopment. NAI Black is handling leasing activity there.

"We're renting units at Ridpath as fast as they become available, which is right next door, and most of the other projects downtown have filled up quickly," he says.

The \$22 million redevelopment of the Ridpath Hotel and the attached four-story east annex involves transforming prior hotel rooms into 206 apartment units on the second through 11th floors and luxury condominiums on the 12th and 13th.

If Black proceeds with his plans, he'll be following what's becoming a trend in the city's core.

Centennial Properties Inc., of Spokane, is renovating the former Macy's department store building, at 608 W. Main, into a mixed-use building with 114 residential units, the first of which became available to rent last May. That building, now called The M Building, is undergoing more than \$33 million in renovation, according to previous Journal reports.

Centennial also converted the Chronicle Building, which is located at 826 W. Sprague and once housed the Spokane Daily Chronicle newspaper, into apartment units, with the overall project creating eight living units a

floor on the third through sixth floors of the seven-story structure.

Centennial Properties is a subsidiary of Cowles Co., which also owns the Journal of Business.

At the James S. Black Building, NAI Black's move marks the end to a 46-year presence there.

"I've been in that building my entire career, so it's a big move for us," he says. "I'll probably be in the (SRBC Building) for the rest of my career."

The SRBC Building will be renamed the Greater Spokane Inc. Building before the end of the year, he says.

GSI CEO Todd Mielke says the organization is currently negotiating its lease renewal. With that, GSI anticipates a "significant remodel of the first floor, and a significant remodel of the second floor as well."

Mielke says GSI works closely with real estate agents to find available space for new and expanding businesses within the Spokane area, so having NAI Black move in above GSI is beneficial.

"It just makes it that much closer, and we're going to continue to forge our relationship with the commercial real estate community," he says.

With NAI Black's move, the SRBC is fully occupied.

First architect left mark on city

When railroad construction allowed the Northern Pacific Railroad to connect Spokane with Chicago and other large cities to the east and west in 1883, Spokane's city founders hired an official architect to help guide the design of new commercial buildings with the goal of perpetuating the image of Spokane as a progressive and prospering city.

That architect was Herman

Preusse, a German immigrant who had settled in Spokane just the year before. He set about designing the Glover Block at what is now Howard and Spokane Falls Boulevard, the Post Office Block, the Frankfort Block at Main and Howard and many others. Sadly, his prodigious work was largely destroyed in the great fire of 1889 which consumed most of downtown Spokane.

But Spokane's first official architect was just beginning his design work – with much of it to be completed in collaboration with Julius Zittel, another architect from Germany, who began work as a draftsman for Preusse in 1887 and became partner in the firm of Preusse and Zittel in 1893; Zittel became state architect in 1897, a title he held concurrent to his partnership with Preusse.



JESSE TINSLEY jesset@spokesman.com

This is the grave of Herman Preusse, Spokane's first official architect. He is buried at Fairmount Memorial Park.

In addition to the commercial and private-home design work he would do in Spokane, Preusse was appointed architect for the

Agricultural College and School of Science at Pullman (now

See **LANDMARKS, 8**

“First Architect Left Mark on City.”

Spokesman-Review

6 June 2014

LANDMARKS

Continued from 1

Washington State University) and retained in 1883 by the Jesuits at what was then Gonzaga College to do all of their architectural design. Two of the Preusse-Zittel designs for Gonzaga included the main administration building (1897-99) with its strong Romanesque influences and St. Aloysius Church (1908-11), a mix of classic and medieval elements in largely Romanesque structure.

Preusse did many designs on his own, especially prior to Zittel's arrival, and Zittel also has some attributed solely to him, but together their designs dominated architecture in Spokane for many decades.

In her master's thesis "Herman Preusse, Spokane's First Architect: His Commercial and Public Buildings," Lisa Kalhar Melton provides some details of Preusse's early life. He was born in Hanover, Germany, in 1847, and was an infant when his father died. He was 3 when his mother married architect Wilhelm Mehl, and 13 when he began training to become an architect as well, which would include attending the College of Architecture in Holzminden, where classes were held daily from 6 a.m. to 9 p.m.

It isn't known why he emigrated from Germany, but at age 23 he did so, starting work at the North Chicago Rolling Mills. Poor

health drew him to find locations better suited for his condition, and he worked as an engineer, architect and contractor in California, Kansas (where he married first wife Rose) and ultimately Spokane. By 1894 he owned 400 acres of land and an additional four prosperous 160-acre farms. He was known to accept land for payment from the Jesuits for some of the design work he did for Gonzaga.

Rose died in 1897, and in 1910 he married Emma Wilkie in Spokane. As he had received a formal education, he provided the same for his daughters Florence and Olga, who attended universities in the east, but he did not provide a college education for his sons Carl and Arnold, who apprenticed with Preusse and Zittel. When Preusse died in 1926 he was buried at Fairmount Memorial Park next to his first wife and a son who died in childhood.

Preusse's extensive work incorporates a number of styles from medieval to Romanesque and Renaissance Revival. Among his designs are the Fernwell building (1890), Carnegie Library (1905), Columbia Building, the state armory (1908), the 1903 additions to Holy Names Academy, the Huetter house (1897) across the street from Gonzaga, dormitories at WSU, the Peyton Building (1890), the YMCA building (built 1907, demolished 1964) and Mary Queen of Heaven Roman Catholic Church in Sprague,

And for all of Preusse's successes, there were also problems and scandals along the way, one of which involved a project for WSU, outlined in Melton's thesis. In 1882, Preusse submitted a design to the regents for an administration building which the institution's president derisively called "the Castle," with the design bill coming to \$6,830. The regents agreed to pay \$3,000, though Preusse probably only collected one-sixth that amount. Apparently the regents were investigated for mishandling and misuse of funds and a new board appointed in 1883 – at which time Preusse was dismissed as the college's architect and "the Castle" never built.

Although much of his work for religious institutions was for the Jesuits, Herman Preusse holds the distinction of having designed the first Jewish synagogue built in Washington. Temple Emanuel, a frame structure with stone foundation, was dedicated at Third Avenue and Madison Street, just four days before Seattle opened its first synagogue. Temple Emanuel stood until 1934, and a plaque commemorating its significance now stands in place by the wall of the car dealership that now occupies that location.

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



"Landmark Remodeling Due."

Spokane Daily Chronicle

25 May 1972

Landmark Remodeling Due

SDC 5-25-72
Plans for major remodeling of the Columbia Building were announced today by owners of the six-story landmark and by Pioneer National Title Insurance Co., which will occupy a large portion of the remodeled structure.

Charles U. Anderson, vice president and Spokane County manager for Pioneer Title, said his firm will remodel the entire ground floor of the Columbia Building, plus the basement and the exterior of the first two stories.

In addition to the basement and ground floor, Pioneer Title will occupy three rooms on the second floor, Anderson said. The building is at First and Howard.

James S. Black, representing investors who purchased the Columbia Building 1½ years ago, said his group will air condition the entire building, completely remodel halls and install a new automatic elevator system.

He said the remodeling also will include a new lobby, new carpeting, drop ceilings with indirect lighting and all-new modern decor.

James S. Black & Co. is property manager of the Columbia Building. Architect is Warren Cummings Heylman & Associates.

General contractor is Sceva Construction Co., Black said.

August Move

Anderson and Black said construction is expected to be completed by mid-August. "We plan to be in by September 1," said Anderson, whose firm has occupied quarters at W821 First in the Crow Building since 1968. Previously, the title company had been located for many years in the old Title Building at Sprague and Wall.

Black said remodeling of the 65-year-old Columbia Building was spurred by Expo '74.

Black and his group reportedly bought the building from the trust department of Old National Bank of Washington and the Dr. Edgar L. Boone Foundation for \$275,000 in November of 1970.

Built in 1907

George W. Kombol, building manager since 1931 and cotrustee of the foundation, a charitable institution, said the building was completed in 1907 for Judge George Turner.

"It was raining money that built it," Kombol said. "Dr. Boone, a Spokane resident, bought it in the early 1940s. He died in 1956 and left the property in a charitable foundation."

Kombol said revenue from the

trust goes to the Volunteers of America, Salvation Army, Eastern Washington State College and Deaconess Hospital. He said the funds received by the latter two institutions are for qualified worthy but needy students.



“Downtown Office Building Sold.”
Spokesman-Review
8 Nov 1970

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



*The Columbia Building in 1971, looking southeast at the property
from First Avenue & Howard Street.
(MAC archive photo L87-1.197)*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



*The Columbia Building in 1955, looking southeast at the building
from First Avenue & Howard Street.
(MAC archive photo L87-1.79926-5)*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



*The Columbia Building in 1948, looking southeast at the building
from First Avenue & Howard Street.
(MAC archive photo L87-1.58179.48)*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



*The Columbia Building in circa 1915, looking southeast at the building
from First Avenue & Howard Street.*

(MAC archive photo L95-12.56)

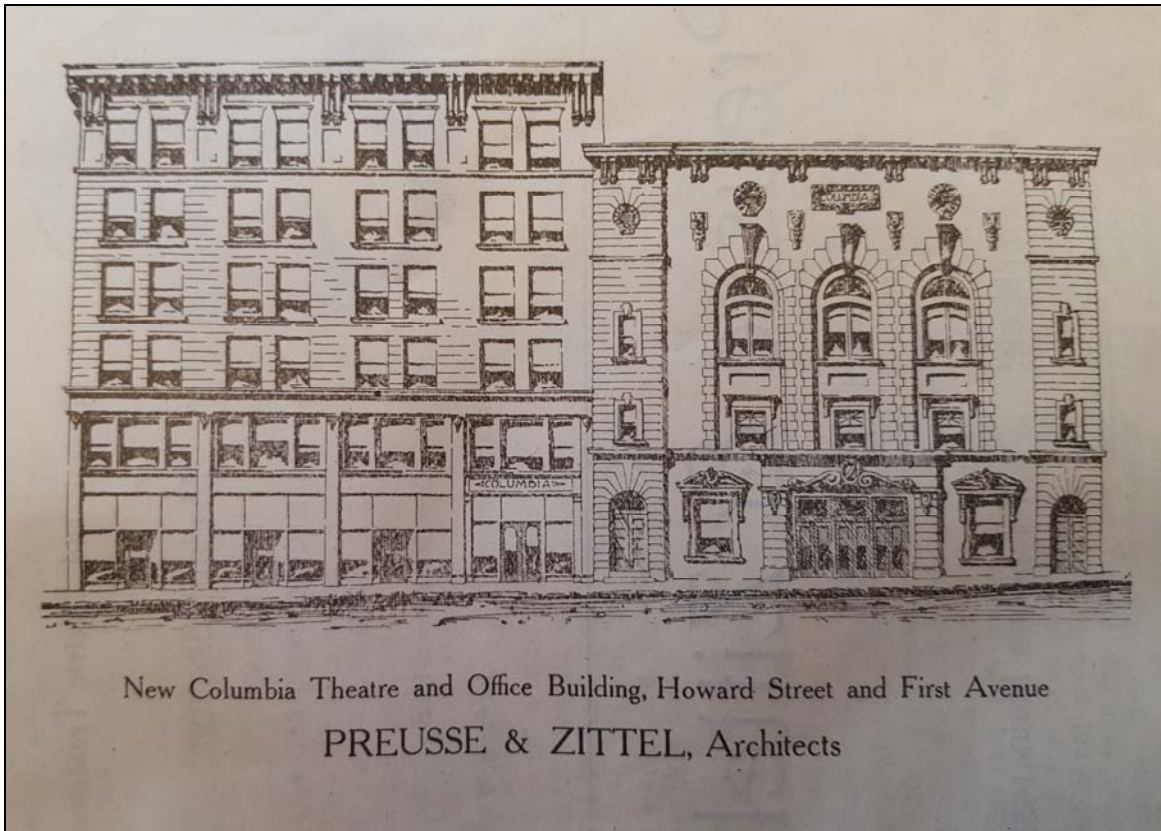
Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



*The Columbia Building and Columbia Theater (called the “Orpheum”) in circa 1910,
looking southeast at the buildings
from the corner of First Avenue & Howard Street.*

(MAC archive photo L94-24.280)

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING

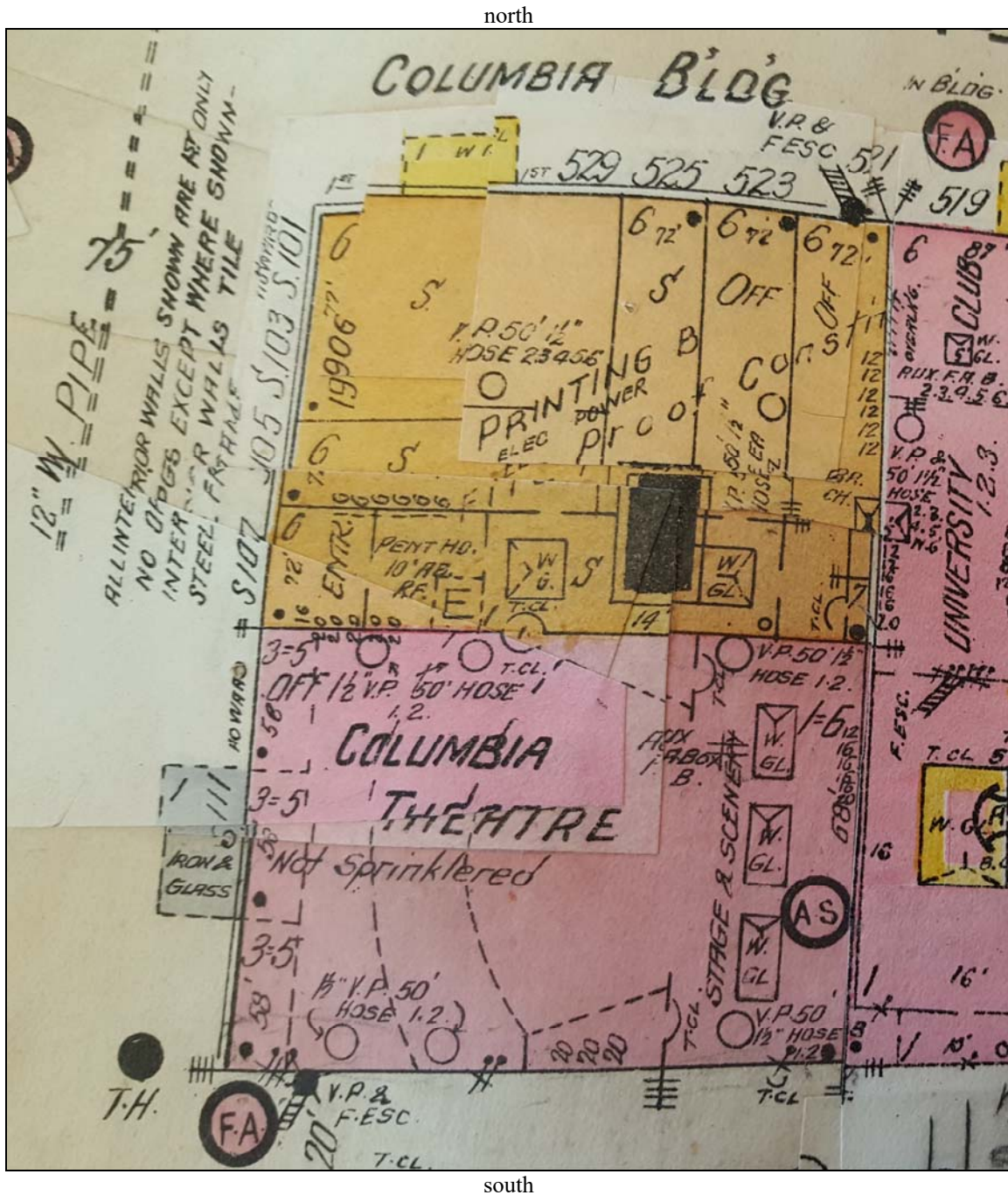


*A 1906 illustration
of the Columbia Building (left side of page)
and the adjoining Columbia Theater (right side of page),
looking east at the buildings.*

*The illustration was drawn by Herman Preusse and Julius Zittel, the professional
architects of the Columbia Building and the Columbia Theater.*

*Raymer's Dictionary of Spokane: A Complete Encyclopedic Dictionary of Spokane and
the Inland Empire. Spokane: Chas. D. Raymer & Company, 1906.*

Spokane City/County Register of Historic Places Nomination
COLUMBIA BUILDING



A 1910 Sanborn Fire Insurance Map of the Columbia Building and south adjoining Columbia Theater, located on the corner of West First Avenue and South Howard Street.

north

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

06/03/2019

<u>Date Rec'd</u>	5/1/2019
<u>Clerk's File #</u>	OPR 2013-0504
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20550
Agenda Item Name	5300 PAM (DUNCAN) AMENDMENT/EXTENSION		

Agenda Wording

Contract extension and amendment with Professional Account Management, LLC. a subsidiary of Duncan Solutions, Inc. ("PAM") from Milwaukee, WI for parking citation processing software for Parking Services.

Summary (Background)

Parking Services will be doing a RFP in 2019, in the meantime, the City needs continued services from PAM. PAM provides citation processing system (AutoPROCESS), 24/7 online payments (ParkSimple). They also provide AutoISSUE software to the City through their subcontractor, CivicSmart. The 2018 extension provided a software upgrade. This extension continues to provide software, but also provides hardware to print tickets at no cost unless the contract ends before its end date.

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

Expense	\$ 75000	# 1460-21200-21710-54201 (2019)
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Expense	\$ 75000	# 1460-21200-21710-54201 (2020)
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
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<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	Distribution List	
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<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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Additional Approvals	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	Purchasing - cwahl@spokanecity.org		
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	IT - itadmin@spokanecity.org		
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	Tax & Licenses		
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	PAM -twendler@duncansolutions.com		
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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



City of Spokane

CONTRACT AMENDMENT / EXTENSION

Title: **PARKING CITATION
PROCESSING SOFTWARE**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PROFESSIONAL ACCOUNT MANAGEMENT, LLC.**, a subsidiary of **DUNCAN SOLUTIONS, INC.**, whose address is 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 as ("PAM"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein PAM agreed to provide a Citation Processing System for the City; and

WHEREAS, a change in the original contract and/or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 19, 2013 and August 19, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment / Extension shall become effective on July 19, 2019 and shall end on July 18, 2020.

3. AMENDMENT.

The Scope of Work in the original Contract is amended to include the following software and hardware upgrades more specifically identified in Attachments A-C. In the event of a conflict or discrepancy in the Agreement documents, this City's documents control.

Continued provision of citation processing system (AutoPROCESS), 24/7 online payments access for (ParkSimple).

Currently PAM subcontracts with CivicSmart to provide software for the Samsung Galaxy Note 8's. Through this contract (OPR 2013-0504) the City is getting a software upgrade to latest Duncan Parking Technologies, Inc. (DPT) AutoISSUE version that operates on Android operating system, an integration with DPT Liberty meters and third-party systems. AutoISSUE installation on the (2) two City PC's will be upgraded by CivicSmart when a new version or upgrade becomes available.

Through signing this contract the City is getting a hardware upgrade which includes twenty (20) Zebra ZQ510 Direct Thermal Mobile Printers, twenty (20) AC ZQ510, five (5) Multi-bay charges ZQ510, and twenty (20) ZQ510 Printer Soft Cases.

There will be (4) four week validation period for testing the new Samsung's and software with remote training. If the City signs off on the new integrations, CivicSmart will be installing the software on all of the City's Samsung Galaxy Note 8's and pairing them with the Zebra ZQ510 Direct Thermal Printers from PAM. After software has been loaded initially, all software upgrades will be performed wirelessly by City IT.

As part of this contract extension with PAM, CivicSmart will provide on-site training for City staff for software on the Samsung's and hardware (zebra printers) after the (4) four week validation period.

4. COMPENSATION.

The City shall pay the amounts shown in the attached Proposal for Technology Enhancements and Contract Extension and City of Spokane Comprehensive Parking Costs and Fees. Retail sales tax, where applicable, shall be added to the amounts shown. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

5. 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.

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

**PROFESSIONAL ACCOUNT.
MANAGEMENT, LLC, a subsidiary of
DUNCAN SOLUTIONS INC.**

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 – Certificate Regarding Debarment

Attachment A – Proposal for Technology Enhancements and Contract Extension

Attachment B – City of Spokane Comprehensive Parking Costs and Fees

Attachment C – Service Level Agreement

19-015a

Exhibit A

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.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



Proposal for Technology Enhancements and Contract Extension:

Parking Meter Software Agreement

January 15, 2019



Professional Account Management, LLC

Portions of this proposal contain valuable and protected information, ideas, know-how, concepts, processes and trade secrets that are the sole property of Duncan Solutions, Inc. and its affiliates. This protected data shall not be disclosed outside the proposal evaluation team and shall not be duplicated, used or disclosed in whole or in part for any purpose except the procurement process related to the subject Request for Proposals (RFP).

Release of confidential information may place Duncan Solutions at serious and irreparable competitive disadvantage in future procurements by providing our competitors with sensitive, confidential and proprietary information that would be unavailable to any third party but for the disclosure of this proposal. In the event that a third party makes a request for disclosure, please notify Duncan Solutions immediately in writing, so that we may have the opportunity to participate in any disclosure discussions and decisions.

This response is presented by
Professional Account Management, LLC
a wholly owned and controlled subsidiary of Duncan Solutions, Inc.
For simplicity, we routinely refer to our company as
“Duncan Solutions” or “Duncan.”

January 15, 2019

Jesten Ray
City of Spokane
City Hall, Third Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: *Proposal for Contract Extension: Parking Meter Software Agreement*

Dear Mrs. Ray,

Since the summer of 2013, Professional Account Management, LLC, a Duncan Solutions company (Duncan), has been honored to serve the City of Spokane as its partner providing services and technology in support of the City's parking citation issuance and processing program.

Based on recent meetings and visits with the City, we understand that the current handheld devices lack the level of functionality and reliability required to continue running a high efficiency parking program. While our commitment is first and foremost to maximize the current user experience with the existing enforcement system, we remain pragmatic in recognizing the age of the existing system in relation to the other elements of your parking ecosystem.

To ensure this track record of success continues without disruption, we are proposing **several technology upgrades and enhancements at no additional cost to the City**. As described in this document, these upgrades include the provision of new handheld printers and Samsung Note 8's, which provides upgraded wireless communication capabilities, as well as a few targeted revenue and best practice initiatives, which seek to optimize program compliance rates.

We are eager to discuss this proposal with you at your convenience, and to address any questions you or your colleagues may have.

On behalf of all of my colleagues at Duncan Solutions, thank you for your consideration of this proposal and for your years of partnership and collaboration so far.

Sincerely,



Tim Wendler
CEO & President

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Integration with Pay-by-Cell Providers.....	5
National ATS Fleet Implementation	5
Redesign of Notices and Ticket Stock.....	5
Formal Contract Proposal & Pricing	6

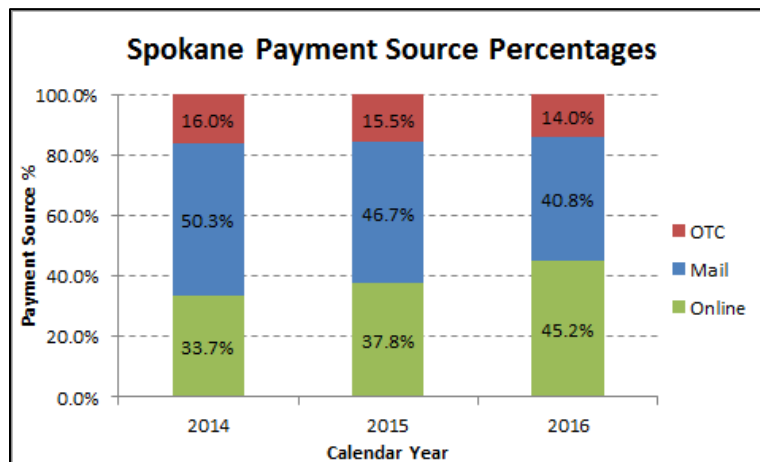
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Extension & Enhancement Proposal

Since 2013, Duncan's Professional Account Management, LLC has been proud to provide comprehensive technology and support services in support of the City of Spokane's parking citation management system, including the provision of hardware, software, and related services required to process parking citations. The current solution includes:

- Ticket issuance technology and consumables, including ruggedized handheld computers, all ticket stock and envelopes, hosted system services, and extended warranty and support services
- Ticket processing and data management, including access to Duncan's state-of-the-art AutoPROCESS system which facilitates ticket upload, manual ticket imaging and data entry, payment processing, interface management, court scheduling, adjudication management, and management reporting
- DMV data acquisition (for both in-state and out-of-state license plates)
- Notice generation and mailing
- Boot and tow program support, including a nightly "scofflaw list"
- Customer service, including recording of calls and imaging of in-bound and out-bound written correspondence to ensure quality assurance
- Administration of contested citations, including court scheduling and online administrative review processes
- Processing, deposit and disbursement of payments, including mail/lockbox, and internet payments

In addition to a wide-scope of services, revenues have remained stable during the contract term as a result of offering a multitude of consistent reliable payment options. As seen in the chart below, motorists continue to show a strong preference for paying parking tickets through the Duncan's secure web portal. This continued year-over-year increase can be partially attributable to no-cost website enhancements that have been made throughout the contract term. These enhancements include upgrading the website to support mobile payments as well as enabling Google Translate services to accept payments in over 60 languages.



In this document, Duncan presents a proposal that will lock in the benefits of this exceptional level of performance moving forward even as we further invest in program improvements and reduce the City's program costs. These proposed program enhancements include:

- Upgraded handheld software for ticket issuance devices
- National ATS Fleet Implementation
- Redesign of the City's Ticket Stock and Delinquent Notices

Upgraded Handheld Software and Printers

Duncan Solutions is a hardware agnostic company and therefore we will work with the City's new Samsung Galaxy Note 8's devices to install new software, which will be provided by City of Spokane. CivicSmart is a leader in the parking industry with a corporate focus on innovative parking and citation solutions. We believe CivicSmart's newest citation issuance software and integrations will eliminate many of the issues that are currently being experienced by the City's parking enforcement officers.

CivicSmart's citation issuance solution is designed to meet the needs of the multiple agencies that use their solution for any given client, like parking departments, police departments, street sweeping crews, and the courts. Duncan has worked with CivicSmart in cities like Port of Hood River, Alameda County Sheriff, Alameda County Transit and Vista, which requires us to stay in constant communication to meet our clients' needs. CivicSmart's solution is also used by other major cities including San Diego, Atlanta and Detroit.

CivicSmart is a citation software solution company that has been in business for the past 30 years. A decade ago, web based management was introduced as the backbone for today's AutoISSUE™ Suite of end-to-end parking and moving violation enforcement management including ticket payment, parking permits, ALPR ticket integration, customer portals, and integration points with a large variety of third party systems.

Why CivicSmart is the Most Qualified

- Exclusively focused on parking technology development
- One off the most feature rich Android eCitation software applications
- Can integrate with current technologies
- Integrate with most current databases
- CivicSmart uses the license plate as the common denominator in pay by plate enforcement
- Provides pay by plate enforcement for pay by plate terminals, pay by phone, pay by space and pay by permit
- Directed enforcement
- Offers cloud hosting
- Continuously evolving the solution as new technologies appear

Integration with Pay-by-Cell Providers

Upgrading to a wireless handheld system will make it easier for the City to offer a new pay-by-cell system and still efficiently enforce time limited metered areas. Duncan has experience integrating with most major pay-by-cell providers, including Passport Parking, QuickPay, PayByPhone, and ParkMobile.

National ATS Fleet Implementation

Through a partnership with American Traffic Safety Solutions, Duncan has established an automated interface with most rental car companies (Hertz, Avis, Budget, etc.) and industry fleet organization databases allowing for immediate identification of responsible registered owner, higher percentage of citation payments, and decreased cost of mailing notices.

Client Benefits:

- Increased program revenue
- Greater program efficiency while dealing with single invoices rather than collecting many citations
- Improved relations with fleet operators within the City

Redesign of Notices and Ticket Stock

Minor alterations on delinquent citation notices can yield significant increases in payments. That's why late last year Duncan began evaluating our current notices to see if there are opportunities for us to improve our clients' liquidation rates while maintaining FDCPA compliance. Should the City be interested, we could redesign their notices and ticket stock to match industry best practices based on the City's business practices.

Formal Contract Proposal & Pricing

Per the existing contract, the City's current contract is scheduled to expire on July 18, 2019. The handheld software upgrade was included in the original one (1) year extension. Extending the contract until July 18, 2020 enables the city to get both the software upgrade and in addition a hardware upgrade to the Zebra ZQ510 printers. Duncan will provide the following system enhancements at **no upfront cost to the City.**

- Upgraded handheld software for Samsung Galaxy Note 8's,
- Provided (20) Zebra ZQ510 printers, AC adaptors and soft cases.
- National ATS Fleet Implementation
- Redesign of the City's Ticket Stock and Delinquent Notices

See attachment, City of Spokane Comprehensive Parking Costs and Fees

1. Under this proposal, it is assumed that the wireless plan would be transitioned from Duncan to the City's Verizon Wireless plan. All other terms and conditions of the contract would remain the same.
2. Should the City terminate the agreement early, the City will be responsible for the remaining unamortized costs of the enforcement package.



City of Spokane Comprehensive Parking Costs and Fees

Product ID	Description	Unit Price	Quantity	Price
1. Hardware				
ZEB-ZQ51AUE000000 (A)	ZQ510 Direct Thermal Mobile Printer *	\$780.00	20	\$15,600.00
ZEB-AK18913-002 (B)	AC Adaptor ZQ510 (charging option 1)**	\$99.00	20	\$1,980.00
ZEB-P1063406027 (B)	4 Bay Mobile Printer Power Station ZQ (charging option 2)**	\$363.00	5	\$1,452.00
ZEB-P1063406038 (C)	ZQ510 Printer Soft Case	\$83.00	20	\$1,660.00
ACC-CITNOTE8-EXT/BATT NOTE8-HOLDER/CLP (D)	ALCLAP Galaxy Note 8 Battery Case (Extended Battery) with holder for Note 8/battery case-belt clip	\$125.00	20	\$2,500.00
	* If Zebra printer breaks or needs servicing during this time, City follows RMA process, submitting support request to CivicSmart customer service portal.			
	** City must select charging option at time of order.			
	Should the city terminate the contract early, prior to July 18, 2020, the City will be responsible for the remaining unamortized costs of the enforcement package. The enforcement package includes A, one of the B's and C, but not D above.			
2. Software Handhelds				
SW-PCI	Parking Citation Issuance (AutoISSUE license includes: Time Limit Marking, Search Only Mode, Broken Meter/Damaged Sign Reporting, Officer Activity Logging, Meter Location Matrix, Hotsheet Lookup, Barcode Reading and Digital Images)	Included	1	\$0.00
SW-WCF	Wireless Communications Framework for citation upload	Included	1	\$0.00
EXLP	Enhanced handheld license plate recognition (LPR) engine	Included	1	\$0.00
LIB	Integration with parking meters	Included	1	\$0.00
MOBILE	Integration with Passport mobile payment service	Included	1	\$0.00
MSM	Integration with Parkeon multi-space meters	Included	1	\$0.00
3. Software PC's				
AUTOISSUE HOSTING SERVICES	AutoISSUE (hosting fee) for one application. Enables City to have two software licenses on any PC of City's choice.	\$400.00	1	\$400.00
CITRIX LICENSES	AutoPROCESS. 50 Concurrent Citrix licenses for city users to access web-based back end parking citation system. Additional licensing per license \$300.00 each.	Included	1	\$0.00
4. Monthly Fees (recurring)				
CITATION PROCESSING	Citation processing fee for each citation entered into AutoPROCESS	\$0.95	Each	Varies
CONVENIENCE FESS	Convenience fee for each internet payment transaction through Parksimple	\$2.00	Each	Varies
DMV RECORDS	DMV record (data acquisition for out of state registered owners)	\$1.25	Each	Varies
AUTOISSUE HOSTING SERVICES	Hosting service fee (AutoISSUE). Enables City to have two software licenses on any PC of City's choice.	\$400.00	1	\$400.00
WIRELESS FEES	*City currently pays (\$100.00) in wireless fees for each handheld. This fee will no longer be changed once the city begins using their new Samsung Galaxy Note 8 devices. The City chose to purchase their own phones and wireless plan through Verizon.			
5. Additional Costs				
ZQ510-0065	Citation Paper Stock for ZQ510 Thermal Printer (<i>Minimum order 60,000 citations</i>)	\$0.0575	Each	Varies
ENV006P	Citation Envelopes Canary Yellow (<i>Minimum order 60,000 envelopes</i>)	\$0.0575	Each	Varies
6. Freight Charges				
	Freight/shipping is additional. It will be prepaid and added where applicable.	TBD	1	TBD
7. Additional				
Sales Tax, if applicable will be included, Payment terms: net 30 days. Shipping is F.O.B. Origin. Should the City terminate the agreement early, the City will be responsible for the remaining unamortized costs of the enforcement package.				

Service Level Agreement

Attachment C

This Service Level Agreement is intended to provide an understanding of the services provided by Professional Account Management, LLC a subsidiary Duncan Solutions, Inc. (PAM) and the companies they subcontract with to the City of Spokane ("City").

Dean Viereck of PAM is our support contact for the City of Spokane. If our support contacts changes, we request notification in writing.

Support

PAM's help desk (888) 553-8622; Monday – Friday, 8:30 AM- 5:00 PM PST, same day response for any help desk calls placed between these hours. Any calls after these hours go to the on-call technician.

PAM's Docupeak site is to submit support tickets with AutoPROCESS software, Park Simple website, and other requests. Docupeak can be utilized 24 hours a day/7 days a week to submit tickets. The City of Spokane can have as many user accounts as desired. A 24 hour response time for all tickets; if tickets are not resolved in 72 hours, a resolution plan should be discussed between PAM and the City.

The subcontractor CivicSmart, has a support portal to create support requests for AutoISSUE software or their Parking Enterprise Management System (PEMS) which has reports and financial data. The City will use CivicSmart's support portal to create a support requests. After normal business hours (Monday – Friday, 7 AM to 6 PM PST), for critical and urgent issues a support request should be submitted and the support number (414-877-5481) should be called. A 24 hour response time for all requests; if requests are not resolved in 72 hours, a resolution plan should be discussed between CivicSmart and the City.

Expectations

The City of Spokane requests that any system maintenance and/or upgrade(s) performed by PAM. or the companies they subcontract with, do not occur during regular paid parking hours (Monday-Saturday, 8 AM to 7 PM – PST). We ask to be notified in writing (email) at least twenty-four (24) hours in advance of planned system maintenance or upgrades. In emergency cases, adjustments to the system may also take place during paid parking hours, provided the City is given at least 8 business hours advance notice before the start of the work.

In the instance of errors or interruptions for AutoISSUE, AutoPROCESS or Park Simple, PAM will notify the City as soon as possible in writing.

Availability

The City requires industry standard uptimes. The City would like an average of 99.5% availability each month. Availability is defined as the ability of authorized users and end users to log into the applications (AutoISSUE, AutoPROCESS, Park Simple) included as part of this contract.

Availability will be calculated using the following formula: $x = (y - z) / y * 100$

“x” = availability of the applications during the month

“y” = total number of hours in the month, minus the hours during the month the City is unable to login in to login to the applications because of:

- (1) regularly scheduled maintenance;
- (2) a force majeure
- (3) non-performance of city hardware, software and other equipment that is not provided by PAM. for use in conjunction with PAM, applications.

“z” = total number of hours in the month which the City is unable to log-in to the applications (other than the reasons set forth in “y” above).

Fee Adjustment

In the event PAM does not meet the average availability (99.5%) set forth above, the amount of fees will be reduced based on loss of potential revenue.

In 2018, citation revenue was \$1,181,986.96. There are 8,760 hours in a year (365 days x 24 hours). If we divide total revenue by the hours in a year (\$1,181,986.96 revenue / 8,760 hours) we get \$134.93 an hour. If we then look at the revenue per minute we are looking at \$2.25/minute.

Our loss of potential revenue would be \$134.93/hour or \$2.25/minute.

PAM obligation to provide the City with fee adjustments as set forth above, is dependent on the City providing detailed written notice to PAM stating why they did not meet the availability levels. Upon receipt of such notice, PAM has 30 days to investigate and respond to the City. At the end of the thirty (30) calendar days, if it is determined that PAM did in fact fail to meet the availability standard of 99.5%, the City will receive the appropriate fee adjustment to its account during the next invoice cycle. Fee adjustment shall not exceed \$2,500 per month.

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Professional Account Management, LLC, a Duncan Subsidiary (PAM), Citation Management Software System Contract Amendment and Renewal
Date:	May 20, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD –Amendment and renewal of Citation Management Software System Utilizing Budget Account # 1460 21200 21710 54201
Strategic Initiative:	Sustainable Resources
Deadline:	July 18, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing support.
Background/History: Professional Account Management, LLC a subsidiary of Duncan Solutions, Inc (“PAM”) supports the City’s Citation Management Software system for Parking Services. The contract was put in place in 2013 for a five-year term. The Citation System provides, in real time, citation processing, online payments, online permit sales, data mapping, tracking of parking staff for safety, and a wide range of reporting and data tools. Software and Hardware support is included in this contract. The 2018 contracted amount was \$150,000.00. The City of Spokane seeks to renew the contract for another year to allow time to implement E-Suite and integrate the parking system.	
Executive Summary: <ul style="list-style-type: none"> Contract with Professional Account Management, LLC Requesting \$150,000.00 including tax for the renewal of this contract. Term is July 19, 2019 – July 18, 2020 	
Budget Impact: 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.)	
Operations Impact: 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:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PROFESSIONAL ACCOUNT MANAGEMENT, LLC](#)

License Information:

[New search](#) [Back to results](#)**Entity name:** PROFESSIONAL ACCOUNT MANAGEMENT, LLC**Business name:** PROFESSIONAL ACCOUNT MANAGEMENT, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 602-040-674**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 633 W WISCONSIN AVE STE 1600
MILWAUKEE WI 53203-1920 USA**Mailing address:** 633 W WISCONSIN AVE STE 1600
MILWAUKEE WI 53203-1920 USA**Excise tax and reseller permit status:** [Click Here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Out of State Collection Agency - No Fee				Active	Jul-31-2019	Sep-26-2018
Spokane General Business				Active	Aug-31-2019	Aug-09-2018

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
----------------------------------	-----------------------

DUNCAN SOLUTIONS, INC.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/1/2019 10:03:47 AM

Working together to fund Washington's future

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

06/03/2019

<u>Date Rec'd</u>	5/1/2019
<u>Clerk's File #</u>	OPR 2016-0396
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0040
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR20547

Submitting Dept	INNOVATION & TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 MITCHELL HUMPHREY ANNUAL MAINTENANCE

Agenda Wording

A contract with Mitchell Humphrey as sole source for annual maintenance and support of City's Financial Management System (FMS) and authorizing staff to execute a one year contract. July 1, 2019 - June 30, 2020. Contract amount is \$96,757.65 inc tax.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Budget Ledger, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer.

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

Expense	\$ \$96,757.65 inc tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Mitchell Humphrey -	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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

Distribution List



City of Spokane

CONTRACT RENEWAL

**Title: SOFTWARE MAINTENANCE AND UPGRADES
FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022 as ("MH&CO"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform SOFTWARE MAINTENANCE AND UPGRADES FOR THE CITY'S FINANCIAL MANAGEMENT SYSTEM; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract executed by the parties on May 5, 2016 and May 26, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. RENEWAL TERM.

This Contract Renewal shall become effective on July 1, 2019 and run through June 30, 2020, unless terminates sooner.

3. COMPENSATION.

The City shall pay an estimated maximum amount not to exceed **NINETY SIX THOUSAND SEVEN HUNDRED FIFTY SEVEN AND 65/100 (\$96,757.65)**, including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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

MITCHELL HUMPHREY & COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

David A. Condon

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

2019-2020 Fee Proposal dated April 15, 2019



1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellhumphrey.com

April 15, 2019

Ms. Becka Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becka:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2019 through June 30, 2020.

General Ledger and related modules	\$20,835.00
Budget Ledger	9,295.00
Accounts Payable	8,860.00
Accounts Receivable-Invoicing	11,435.00
Purchasing and related modules	20,640.00
FMS-EXEC	2,640.00
Test Account	8,735.00
FMS Productivity Suite	4,010.00
AP ACH Wire Transfer	790.00
Credit Card Processing	<u>1,610.00</u>
Total Maintenance	\$88,850.00

The invoice is enclosed with this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Cindy Bari'.

Cindy Bari
Business Manager

Enclosure

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Mitchell Humphrey & Co. Annual Support and Upgrades
Date:	May 20, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Mitchell Humphrey Financial Management System (FMS) Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<u>Background/History:</u>	
Mitchell Humphrey supports the City's Financial Management System (FMS), which is utilized by the Accounting Department. Mitchell Humphrey is the only supplier of FMS licensing. 2018 contracted amount was \$93,856.32. The price difference is the annual contract increase not to exceed 2.99%.	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Contract with Mitchell Humphrey for Annual Software Maintenance and Support of the City's Financial Management System. Requesting \$96,757.65 including tax for the renewal of this contract. Term is July 1, 2019 – June 30, 2020 	
<u>Budget Impact:</u>	
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.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[MITCHELL HUMPHREY & CO](#)

License Information:

[New search](#) [Back to results](#)

Entity name: MITCHELL HUMPHREY & CO.

Business name: MITCHELL HUMPHREY & CO

Entity type: [Profit Corporation](#)

UBI #: 603-237-502

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409 USA

Mailing address: 1285 FERN RIDGE PKWY STE 140
SAINT LOUIS MO 63141-4409 USA

Excise tax and reseller permit status: [Click Here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business	T12010792BUS			Active	Nov-30-2019	Oct-15-2012

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
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HUMPHREY, KATHLEEN A.

SCHAEFER, KIM A.

WOLPERT, THOMAS M.

The Business Lookup information is updated nightly. Search date and time: 4/15/2019 1:31:50 PM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Insurance Group 721 Emerson Road Suite 500 St Louis MO 63141	CONTACT NAME: Johanna Winfield PHONE (A/C, No, Ext): (314) 373-2900 FAX (A/C, No): (314) 373-2901 E-MAIL ADDRESS: johannaw@cornerstoneinsurancegroup.com														
INSURED Mitchell Humphrey & Co. 1285 Fern Ridge Parkway Suite 140 St. Louis MO 63141	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Hartford Casualty - A</td><td>29424</td></tr><tr><td>INSURER B: Axis Surplus Insurance Co - A+</td><td>26620</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford Casualty - A	29424	INSURER B: Axis Surplus Insurance Co - A+	26620	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Hartford Casualty - A	29424														
INSURER B: Axis Surplus Insurance Co - A+	26620														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL18122614335**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Non-owned \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			84SBAPC2547	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WECBH0776	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Technology E&O/Cyber Liability/ Data Breach			P00100002382301	07/01/2018	07/01/2019	Aggregate 2,000,000 Per Claim 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane MIS Department
808 W. Spokane Falls Blvd.
7th Floor
Spokane
WA 99201-3344

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. Cody Wilson /

© 1988-2015 ACORD CORPORATION. All rights reserved.

ADDITIONAL COVERAGES

Ref #	Description BROAD FORM ENDT	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description BLANKET 30 Day Notice for AIs	Coverage Code	Form No.	Edition Date
Limit 1 Included	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Hired/borrowed	Coverage Code HRDBD	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount 1,000	Deductible Type Flat
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

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

06/03/2019

<u>Date Rec'd</u>	4/30/2019
<u>Clerk's File #</u>	OPR 2016-0395
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	RES 2018-0043
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20548
Agenda Item Name	5300 ACCELA ANNUAL MAINTENANCE RENEWAL		

Agenda Wording

A contract with Accela as sole source for annual maintenance and support of City's Permitting & Licensing software and authorizing staff to execute two year contract. This is the second and third of three one-year renewal options.

Summary (Background)

This contract is necessary in order to obtain software upgrades and Accela Help Desk support. The Accela system is utilized by several City departments and processes one-time and renewable permits and licenses. Accela is the only authorized firm to provide maintenance services on this software system.

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

Expense	\$ 183,797.73 inc tax	# 5300-73300-18850-54820
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	FINCH, ERIC	<u>Study Session</u>	Sustainable Res 5/20/19
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<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
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<u>Finance</u>	BUSTOS, KIM	Distribution List	
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<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
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Additional Approvals	Legal - modle@spokanecity.org		
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<u>Purchasing</u>	Purchasing - cwahl@spokanecity.org		
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	IT - itadmin@spokanecity.org		
--	------------------------------	--	--

	Tax & Licenses		
--	----------------	--	--

	Accela - mknight@accela.com; dkwan@accela.com		
--	---	--	--



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract term July 1, 2019 - June 30, 2021. Contract will be paid on an annual basis - \$183,797.73 for year two and \$189,127.86 for year three.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Sustainable Resources Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Accela Annual Support and Upgrades
Date:	May 20, 2019
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Accela Annual Software Maintenance and Support Utilizing Budget Account #5300 73300 18850 54820
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
Background/History: Accela supports the City's Permitting and Licensing software, which is utilized by several departments. Accela is the only supplier of this licensing. 2018 contracted amount was \$178,453.79. The price difference is the annual contract increase not to exceed 2.99%.	
Executive Summary: <ul style="list-style-type: none"> Contract with Accela for Annual Software Maintenance and Support of the City's Permitting & Licensing System. Requesting \$183,797.73 including tax for the 2nd one-year renewal option of this contract for 2019 and \$189,127.86 for the 3rd one-year renewal option of this contract for 2020. Contract is to be paid on an annual basis. Term is July 1, 2019 – June 30, 2021. 	
Budget Impact: 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.)	
Operations Impact: 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:	



City of Spokane

CONTRACT RENEWAL

**Title: ANNUAL MAINTENANCE AND SUPPORT OF
CITY'S PERMITTING & LICENSING SOFTWARE**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ACCELA, INC.**, whose address is 2633 Camino Ramon, Suite 500, Bishop Ranch 3, San Ramon, California 94583 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract with Accela, Inc., as sole source for annual maintenance and support of City's Permitting & Licensing software and authorizing staff to execute two year contract; and

WHEREAS, the original Contract allows for three one (1) year renewals with this being the 2nd and 3rd renewal; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated July 11, 2016 and July 14, 2016, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 1, 2019 and shall run through June 30, 2021.

3. COMPENSATION.

The City shall pay an estimated maximum cost not to exceed **THREE HUNDRED SEVENTY TWO THOUSAND NINE HUNDRED TWENTY FIVE AND 59/100 (\$372,925.59)**, \$183,797.73 for 2019-2020, and \$189,127.86 for 2020-2021, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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

ACCELA, INC.

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:

Accela Renewal Order Form dated April 1, 2019
Certificate of Debarment

19-081

CITY OF SPOKANE, WA

Renewal Order Form

April 1, 2019

Becky O'Brien
Sr. Operations Analyst, Renewals
Phone: (925) 359-3334
Email: robrien@accela.com

Software and Services

Annual Maintenance

Item Number	Description	Quantity	Ext. Price
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	197400	\$ 11,606.13
MR100GISM120601	Accela GIS Annual Maint and Supp Renewal	200	\$ 32,853.16
MR100WIRM120601	Accela Wireless Annual Maint and Supp Renewal	50	\$ 32,373.82
MR100ENTALM0601	Accela Land Management Site License Annual Maint and Supp Renewal	1	\$ 45,971.77
MR100ENTALC0601	Accela Licensing and Case Mgt Site License Annual Maint and Supp Renewal	1	\$ 45,971.73
Term: 7/1/19 - 6/30/20		Year 1	\$ 168,776.61
MR100ACAM120601	Accela Citizen Access Annual Maintenance and Support Renewal	197400	\$ 11,942.71
MR100GISM120601	Accela GIS Annual Maint and Supp Renewal	200	\$ 33,805.90
MR100WIRM120601	Accela Wireless Annual Maint and Supp Renewal	50	\$ 33,312.66
MR100ENTALM0601	Accela Land Management Site License Annual Maint and Supp Renewal	1	\$ 47,304.96
MR100ENTALC0601	Accela Licensing and Case Mgt Site License Annual Maint and Supp Renewal	1	\$ 47,304.91
Term: 7/1/20 - 6/30/21		Year 2	\$ 173,671.13
		Subtotal:	\$ 342,447.74
		Tax:	TBD at time of Invoice
		Total:	\$ 342,447.74

Order Detail	
General Information	
Customer Contact	
Customer Address	808 West Spokane Falls Blvd., Spokane, WA 99201
Governing Agreement(s)	This Order Form will be governed by the applicable terms and conditions in the Maintenance Agreement entered into between Accela, Inc. and the City of Spokane, WA on July 14, 2016
Term(s):	7/1/19 – 6/30/21
Order Terms	
Order Start Date	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Software Licenses & Subscriptions start on the date of delivery by Accela; - Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	Unless otherwise specified in the Special Order Terms: <ul style="list-style-type: none"> - Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. - Any Software Licenses or Hardware are one-time, non-refundable purchases. - Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). - Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<ul style="list-style-type: none"> - This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on Page 2 of this Order Form. - In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. - For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total \$ above will be issued per the governing terms.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Special Payment Terms	None unless otherwise specified in this section.

Accounts Payable Contact Information <i>(Required)</i>			
First Name		Last Name	
Title			
Phone Number			
Email Address:			
Billing Address			
Delivery Address			
Method of Invoicing	All invoices will be sent electronically to the Email Address provided above unless otherwise specified in Special Invoicing Needs. .		
Special Invoicing Need			
Signature Section <i>(Required)</i>			
Vendor	Accela, Inc.	Customer	City of Spokane, WA
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Additional Signatures Section <i>(Optional)</i>			
Customer		Customer	
Signed By		Signed By	
Date		Date	
Title of Authorized Signatory		Title of Authorized Signatory	
Name (Print) of Authorized Signatory		Name (Print) of Authorized Signatory	
Purchase Order Reference <i>(Optional)</i>			
<p><u>If Customer requires PO number on invoices, it must be provided to the right and Customer must provide Accela copy of the PO prior to invoice issuance.</u> If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.</p>			PO# <i>(If required)</i> :

**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 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.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABD Insurance & Financial Services
3 Waters Park Drive, Suite 100
San Mateo, CA 94403

www.theabdteam.com

INSURED
Accela, Inc.
2633 Camino Ramon
Suite 500
San Ramon, CA 94583

CONTACT NAME: Cert Request
PHONE (A/C, No, Ext): 650-488-8565 **FAX (A/C, No):**
E-MAIL ADDRESS: TechCertRequest@theabdteam.com

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Federal Insurance Company

20281

INSURER B: Chubb Indemnity Insurance Company

12777

INSURER C:**INSURER D:****INSURER E:****INSURER F:****COVERAGES****CERTIFICATE NUMBER:** 48165457**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3604-91-08	9/1/2018	9/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7359-95-44	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7175-62-53	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Errors & Omissions w/ Cyber			01-881-37-41	9/1/2018	9/1/2019	Limit : \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.
City of Spokane, its Officers, Employees and Agents are additional insureds to General Liability policy.

CERTIFICATE HOLDER

City of Spokane
Attn: Wendy Corbin
808 West Spokane Falls Boulevard
Spokane, WA 99201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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

06/03/2019

<u>Date Rec'd</u>	5/7/2019
<u>Clerk's File #</u>	OPR 2019-0389
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	MICHELE 625-6102	Project #	2018123
Contact E-Mail	MVAZQUEZ@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20540
Agenda Item Name	0370 - CSO INFORMATIONAL SIGNAGE - BALDWIN SIGN COMPANY		

Agenda Wording

Low bid of Baldwin Sign Company in the amount of \$60,719.40 for CSO Informational Signs to be posted at five area CSO tank locations

Summary (Background)

In May, 2018 a consultant contract was issued for the design and development of the CSO Informational Signs. In April, 2019 an invitation to bid for the manufacture and installation of the CSO Informational Signs. This invitation to bid was shared with a number of sign companies on the MRSC Roster. Two bids were received by the May 1, 2019 bid submission date. Baldwin Sign Company provided the low bid of \$60,719.40.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 60,719.40	# 4250 43416 94350 56501 14401	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	mvazquez@spokanecity.org
Additional Approvals		aduffey@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	publicworksaccounting@spokanecity.org
		joel@baldwinsigns.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		Budget Account
Expense	\$ 2,090.00	# 4310 43387 94000 56501 99999
Select	\$	#

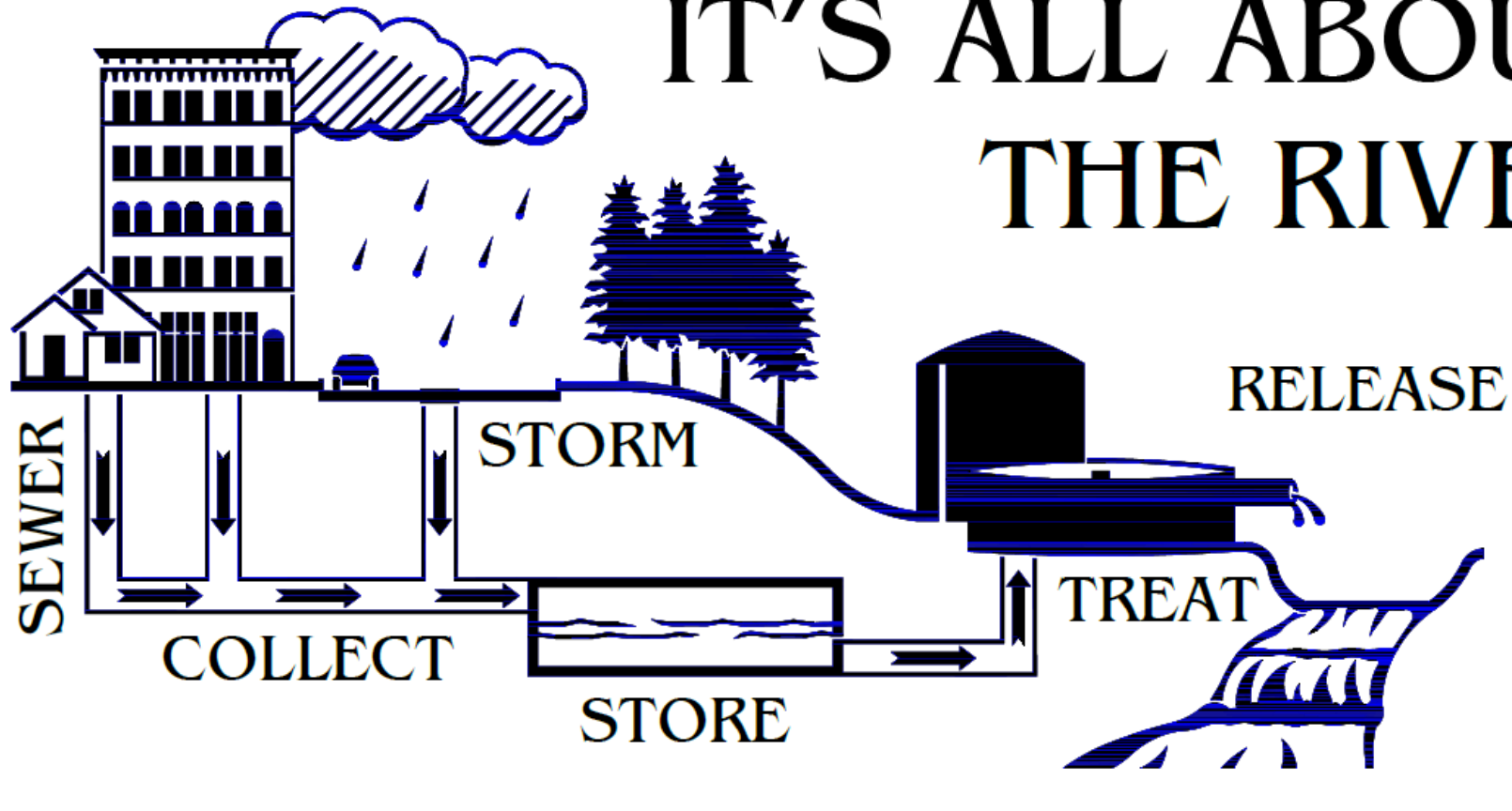
Distribution List

Briefing Paper

Public Infrastructure & Environmental Sustainability

Division & Department:	Public Works/Engineering Services
Subject:	CSO Informational Signs
Date:	May 20, 2019
Contact (email & phone):	Michele Vazquez: Mvazquez@spokanecity.org 625-6102
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Manufacturing and installation of five signs which provide information relating to the siting and purpose of City of Spokane underground CSO tanks/systems.
<p><u>Background/History:</u></p> <p>The City of Spokane has made tremendous strides in development of CSO tanks reducing contaminant runoff to the Spokane River. The tanks, once installed, are invisible to the public, and therefore the tanks, and the understanding of the benefit to our community and river is lost. The purpose of these signs is to demark a few of the City's tanks which are near travel lanes and to provide on-going public education as to the existence and role of the CSO tanks in support of river health and water quality. The educational signage has been proposed as one method of keeping the tanks and their work at 'eye level'. In May, 2018 a consultant contract was issued for the design and development of the CSO informational signs and in April, 2019 an invitation to bid for the manufacture and installation of the CSO informational signs. This invitation to bid was shared with a number of sign companies on the MRSC Roster. Two bids were received by the bid submission date (May 1, 2019) and Baldwin Signs provided low bid (for a Total Base price of \$60,663.65). Contract negotiations are in process with the intent of bringing a contract forward for City Council briefing on June, and a council decision on June 3, 2019.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>The CSO Informational Signage Invitation to Bid was issued on April 5; the submission of bids was due on May 1 and two bids were received.</i> • <i>Baldwin Signs was deemed the low bid with a Total Base Price of \$60,663.65.</i> • <i>Contract negotiations are in process with the intent of bringing a contract forward for City Council briefing June 3, 2019, and a council decision on June 3, 2019.</i> • <i>Completion of the installation of the CSO Informational signage is schedule for no later than October 31.</i> 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

IT'S ALL ABOUT THE RIVER





City of Spokane

PUBLIC WORKS AGREEMENT

Title: **CSO INFORMATIONAL SIGNAGE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BALDWIN SIGN COMPANY**, whose address is PO Box 6819, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **CSO INFORMATIONAL SIGNAGE**; and*

WHEREAS, the Contractor was selected through a Request for Bids, Project No. 2018123 issued by the City;

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF AGREEMENT.

The term of this Contract begins on or around June 1, 2019, and ends on October 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Agreement, is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

CSO INFORMATIONAL SIGNAGE.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SIXTY THOUSAND SEVEN HUNDRED NINETEEN AND 40/100 DOLLARS (\$60,719.40)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to the Engineering Department, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76 Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements 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.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. INDEMNIFICATION.

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

11. INSURANCE.

The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. General Liability Insurance on an occurrence basis, with a total occurrence limit of not less than \$1,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;

C. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

- b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail

required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

19. 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.

20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year craftsmanship and forty (40) years prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

BALDWIN SIGN COMPANY

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:

Payment/Performance Bond

Exhibit A – Contractor's Scope of Work

Exhibit B – Certification Regarding Debarment

PAYMENT / PERFORMANCE BOND

We, BALDWIN SIGN COMPANY , as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIXTY THOUSAND SIX HUNDRED SIXTY THREE AND 65/100 DOLLARS (\$60,663.65)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CSO INFORMATIONAL SIGNAGE**. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

BALDWIN SIGN COMPANY,
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT A

EXHIBIT 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. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[BALDWIN SIGN COMPANY](#)

License Information:

[New search](#)[Back to results](#)

Entity name: JNW, INC.

Business name: BALDWIN SIGN COMPANY

Entity type: [Profit Corporation](#)

UBI #: 602-296-577

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6409 N PITTSBURG ST
SPOKANE WA 99217-7553 USA

Mailing address: PO BOX 6819
SPOKANE WA 99217-0913 USA

Excise tax and reseller permit status: [Click Here](#)

Secretary of State status: [Click here](#)

Endorsements

Filter						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Ellensburg General Business - Non-Resident	15248			Active	May-31-2019	Nov-29-2017
Issaquah General Business - Non-Resident				Active	May-31-2019	Jan-16-2018
Kennewick General Business - Non-Resident	110433			Active	May-31-2019	Feb-12-2015
Lacey General Business - Non-Resident	181208			Active	Oct-31-2019	Oct-17-2018
Liberty Lake General Business - Non-Resident	00709			Active	May-31-2019	Jan-31-2007
Minor Work Permit				Active	May-31-2019	Nov-17-2006
Olympia General Business - Non-Resident	35054			Active	May-31-2019	Jan-11-2018
Pasco General Business - Non-Resident	17881			Active	May-31-2019	Feb-01-2013
Richland General Business - Non-Resident	F03			Active	May-31-2019	Dec-21-2010
Spokane General Business	T12042306BUS			Active	May-31-2019	Oct-15-2012
Spokane Valley General Business - Non-Resident	00539			Active	May-31-2019	Feb-02-2004

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
WHIPPLE, JON D	Vice President, Secretary, Chairman of the Board
WHIPPLE, NICOL J	President, Treasurer, Director

Registered Trade Names

Registered trade names	Status	First issued
BALDWIN SIGN COMPANY	Active	Jul-30-2003
JNW BUILDERS	Active	Aug-17-2015

The Business Lookup information is updated nightly. Search date and time: 5/3/2019 9:12:54 AM

Working together to fund Washington's future

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0390
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2017118
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - DW EXCAVATING, INC.		

Agenda Wording

Low Bid of DW Excavating, Inc. (Davenport, WA) for 33rd Avenue from Bernard Street to Lamonte Street - \$899,563.00 plus tax. An administrative reserve of \$89,956.30 plus tax, which is 10% of the contract, will be set aside. (Comstock Neighborhood)

Summary (Background)

On May 20, 2019 bids were opened for the above project. The low bid was from DW Excavating, Inc. in the amount of \$899,563.00, which is \$352,173.70 or 28.3% under the Engineer's Estimate; five other bids were received as follows: Murphy Brothers, Inc. - \$1,020,000.00; Halme Construction, Inc. - \$1,098,561.14; Inland Asphalt Company - \$1,117,111.00; Red Diamond Construction, Inc. - \$1,141,008.24; and LaRiviere, Inc. - \$1,282,717.10.

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

Expense	\$ 299,618.41	# 4250 42300 94340 56501 15778
Expense	\$ 472,380.48	# 1990 49852 95300 56501 99999
Expense	\$ 6,832.68	# 1380 24106 95300 56501 21008
Expense	\$ 213,811.52	# 4250 43387 94350 56501 15778

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Pies 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
<u>Additional Approvals</u>		aduffey@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact		Budget Account
Expense	\$ 2,090.00	# 4310 43387 94000 56501 99999
Select	\$	#

Distribution List

Briefing Paper PIES

Division & Department:	Engineering Services; Public Works
Subject:	33rd Avenue – Bernard to Division
Date:	May 20, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Sewer and 6 Year Water Plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<u>Background/History:</u> <ul style="list-style-type: none"> This project started as a grind and overlay several years ago but was delayed to permit inclusion of various needed utility work on this reach. 	
<u>Executive Summary:</u> <ul style="list-style-type: none"> Project includes water transmission and distribution main replacement, replacement of a stretch of broken sewer, grind and overlay of a portion and full rebuild of the remainder of impacted street. Construction has been timed to occur after Sacajawea Middle School is out for the summer, and be completed near the start of the school year. Special signing will help ensure safe pedestrian crossing through the work zone on the high pedestrian volume Manito Boulevard. Refer to the attached exhibit. 	
<u>Budget Impact:</u> 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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:	





Project Location

8" sanitary sewer replacement

6" water main replacement

24" water main replacement

Full street rebuild

Grind & overlay

Full street rebuild

Not shown: misc. storm water system replacements

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

Project Number: 2017118

Project Description 33rd Ave., Bernard to Lamonte

Funding Source Local

Preparer David St Pierre

Original Date 4/15/2019 12:44:29 PM

Update Date 5/20/2019 2:08:38 PM

Addendum

<i>Project Number: 2017118</i>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>		Street Improvements				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	*****	1,200.00	*****	135.00	*****	1,000.00	*****	100.00
103	POTHOLING	20 EA	450.00	9,000.00	282.00	5,640.00	250.00	5,000.00	440.10	8,802.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	12,000.00	*****	5,000.00	*****	5,000.00	*****	100.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	650.00	1,950.00	552.00	1,656.00	600.00	1,800.00	732.53	2,197.59
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,500.00	*****	2,800.00	*****	4,800.00	*****	6,000.00
107	MOBILIZATION	1 LS	*****	103,000.00	*****	109,000.00	*****	95,000.00	*****	109,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	16,500.00	*****	43,912.30	*****	13,000.00
109	SPECIAL SIGNS	100 SF	20.00	2,000.00	10.71	1,071.00	18.00	1,800.00	11.99	1,199.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.87	2,709.00	1.75	1,225.00	4.33	3,031.00
111	TYPE III BARRICADE	45 EA	75.00	3,375.00	30.00	1,350.00	30.00	1,350.00	33.30	1,498.50
112	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	1,200.00	*****	3,000.00	*****	150.00
113	AIR OR HYDRO EVACUATION	5 EA	650.00	3,250.00	470.00	2,350.00	710.00	3,550.00	899.02	4,495.10
114	TREE PROTECTION ZONE	39 EA	350.00	13,650.00	248.00	9,672.00	235.00	9,165.00	126.46	4,931.94

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
115	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,000.00	1,000.00	935.00	935.00	1,185.37	1,185.37
116	REMOVE TREE, CLASS III	2 EA	1,000.00	2,000.00	2,500.00	5,000.00	2,350.00	4,700.00	2,996.73	5,993.46
117	TREE PRUNING	29 EA	350.00	10,150.00	248.00	7,192.00	235.00	6,815.00	299.68	8,690.72
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	200.00	*****	3,000.00	*****	7,241.54
119	REMOVE EXISTING CURB	947 LF	10.00	9,470.00	1.00	947.00	8.00	7,576.00	3.23	3,058.81
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	479 SY	13.00	6,227.00	9.00	4,311.00	12.00	5,748.00	5.96	2,854.84
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	600.00	9,000.00	223.00	3,345.00	450.00	6,750.00	225.37	3,380.55
122	REMOVE EXISTING ≤ 12 IN. DIAMETER PIPE	254 LF	15.00	3,810.00	5.00	1,270.00	8.00	2,032.00	7.72	1,960.88
123	SAWCUTTING CURB	62 EA	35.00	2,170.00	25.00	1,550.00	30.00	1,860.00	26.64	1,651.68
124	SAWCUTTING RIGID PAVEMENT	1694 LFI	1.20	2,032.80	1.00	1,694.00	1.20	2,032.80	0.96	1,626.24
125	SAWCUTTING FLEXIBLE PAVEMENT	7448 LFI	0.80	5,958.40	0.50	3,724.00	0.35	2,606.80	0.33	2,457.84
126	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	750.00	750.00	200.00	200.00	700.00	700.00	301.72	301.72
127	ROADWAY EXCAVATION INCL. HAUL	1506 CY	30.00	45,180.00	12.00	18,072.00	32.00	48,192.00	28.37	42,725.22
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	20.00	3,000.00	19.10	2,865.00	16.00	2,400.00	19.90	2,985.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	39.16	5,874.00	25.00	3,750.00	18.50	2,775.00
130	CRUSHED SURFACING TOP COURSE	826 CY	40.00	33,040.00	30.50	25,193.00	48.00	39,648.00	41.25	34,072.50
131	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	120.00	4,200.00	197.00	6,895.00	126.00	4,410.00	110.12	3,854.20
132	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	3285 SY	14.00	45,990.00	12.50	41,062.50	10.50	34,492.50	13.98	45,924.30
133	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	6785 SY	25.00	169,625.00	24.50	166,232.50	21.00	142,485.00	29.50	200,157.50

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
134	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 2 INCH THICK	690 SY	12.00	8,280.00	17.60	12,144.00	15.00	10,350.00	19.98	13,786.20
135	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	35 TO	140.00	4,900.00	160.00	5,600.00	136.00	4,760.00	181.13	6,339.55
136	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TO	150.00	1,500.00	59.00	590.00	50.00	500.00	66.59	665.90
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	511 SY	45.00	22,995.00	35.00	17,885.00	30.00	15,330.00	39.95	20,414.45
138	CRACK SEALING 1 - INCH TO 3 - INCH	300 LF	3.00	900.00	5.00	1,500.00	5.50	1,650.00	2.33	699.00
139	CRACK SEALING 3 - INCH TO 6 - INCH	300 LF	5.00	1,500.00	10.00	3,000.00	12.00	3,600.00	23.31	6,993.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	511 SY	30.00	15,330.00	27.00	13,797.00	32.00	16,352.00	19.16	9,790.76
141	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	827 SY	3.50	2,894.50	5.00	4,135.00	8.50	7,029.50	6.75	5,582.25
142	PLANING BITUMINOUS PAVEMENT - TAPER	1191 SY	3.00	3,573.00	4.50	5,359.50	9.50	11,314.50	5.44	6,479.04
143	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
144	COMPACTION PRICE ADJUSTMENT	4310 EST	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	19 EA	500.00	9,500.00	487.00	9,253.00	475.00	9,025.00	177.10	3,364.90
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	500.00	1,000.00	550.00	1,100.00	650.00	1,300.00	479.22	958.44
147	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	2,330.00	25,630.00	2,600.00	28,600.00	2,825.43	31,079.73
148	CATCH BASIN TYPE 3	4 EA	2,700.00	10,800.00	2,500.00	10,000.00	2,750.00	11,000.00	2,453.07	9,812.28
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	15 EA	825.00	12,375.00	774.00	11,610.00	800.00	12,000.00	578.25	8,673.75
150	VALVE BOX AND COVER	14 EA	500.00	7,000.00	492.00	6,888.00	650.00	9,100.00	145.92	2,042.88
151	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	323 CY	100.00	32,300.00	112.00	36,176.00	140.00	45,220.00	59.93	19,357.39

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	25.00	4,550.00	18.00	3,276.00	28.00	5,096.00	17.75	3,230.50
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	33.00	6,006.00	34.00	6,188.00	42.00	7,644.00	15.81	2,877.42
154	IMPORTED BACKFILL	323 CY	35.00	11,305.00	17.00	5,491.00	35.00	11,305.00	13.78	4,450.94
155	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	3,300.00	*****	3,000.00	*****	500.00
156	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	549 LF	65.00	35,685.00	43.00	23,607.00	59.00	32,391.00	49.29	27,060.21
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	800.00	8,000.00	101.00	1,010.00	660.00	6,600.00	315.02	3,150.20
158	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	171.00	171.00	800.00	800.00	1,237.17	1,237.17
159	PLUGGING EXISTING PIPE	1 EA	350.00	350.00	280.00	280.00	300.00	300.00	275.06	275.06
160	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	135.00	*****	1,725.00	*****	5,501.25
161	DI PIPE FOR WATER MAIN 24 IN. DIAM.	641 LF	350.00	224,350.00	148.00	94,868.00	135.00	86,535.00	199.59	127,937.19
162	BLOWOFF ASSEMBLY	1 EA	12,000.00	12,000.00	11,800.00	11,800.00	12,500.00	12,500.00	14,301.76	14,301.76
163	2 IN. BYPASS PIPING	2 EA	1,200.00	2,400.00	2,700.00	5,400.00	5,400.00	10,800.00	4,974.00	9,948.00
164	ESC LEAD	1 LS	*****	1,500.00	*****	135.00	*****	600.00	*****	500.00
165	INLET PROTECTION	25 EA	100.00	2,500.00	93.00	2,325.00	80.00	2,000.00	76.14	1,903.50
166	TOPSOIL TYPE A, 2 INCH THICK	325 SY	12.00	3,900.00	6.30	2,047.50	8.00	2,600.00	6.33	2,057.25
167	SOD INSTALLATION	325 SY	15.00	4,875.00	5.92	1,924.00	14.00	4,550.00	16.98	5,518.50
168	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	2,000.00	*****	12,000.00	*****	14,317.71
169	CEMENT CONCRETE CURB	1153 LF	35.00	40,355.00	33.00	38,049.00	25.20	29,055.60	35.40	40,816.20

Project Number: 2017118			Engineer's Estimate		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Street Improvements					Sales tax shall be included in unit prices					
170	CEMENT CONCRETE DRIVEWAY	66 SY	65.00	4,290.00	60.00	3,960.00	68.25	4,504.50	90.99	6,005.34
171	CEMENT CONCRETE DRIVEWAY TRANSITION	8 SY	65.00	520.00	63.00	504.00	50.50	404.00	68.35	546.80
172	CEMENT CONC. SIDEWALK	498 SY	70.00	34,860.00	53.00	26,394.00	68.25	33,988.50	90.99	45,313.02
173	RAMP DETECTABLE WARNING	120 SF	30.00	3,600.00	27.00	3,240.00	23.00	2,760.00	29.30	3,516.00
174	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	5,400.00	*****	5,000.00	*****	9,426.16
175	PAVEMENT MARKING - DURABLE HEAT APPLIED	133 SF	10.00	1,330.00	11.00	1,463.00	10.00	1,330.00	14.72	1,957.76
Schedule Totals				1,166,261.70		867,655.00		965,665.00		1,010,099.96

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Murphy Brothers Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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 02</i> Sanitary Improvements					Sales tax shall NOT be included in unit prices					
201	RECONNECT SIDE SEWER	100 LF	55.00	5,500.00	26.00	2,600.00	43.00	4,300.00	63.74	6,374.00
202	SIDE SEWER CLEANING AND VIDEO INSPECTION	64 EA	750.00	48,000.00	180.00	11,520.00	375.00	24,000.00	310.00	19,840.00
203	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	800.00	1,600.00	77.00	154.00	700.00	1,400.00	315.02	630.04
204	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	400 LF	55.00	22,000.00	27.00	10,800.00	37.00	14,800.00	118.50	47,400.00
205	SIDE SEWER PIPE 4 IN. DIAM.	229 LF	35.00	8,015.00	21.00	4,809.00	40.00	9,160.00	59.99	13,737.71
206	SIDE SEWER PERMIT	9 EA	40.00	360.00	225.00	2,025.00	75.00	675.00	53.27	479.43
<i>Schedule Totals</i>				85,475.00		31,908.00		54,335.00		88,461.18

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					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	*****	1,200.00	*****	2,210.00	*****	800.00	*****	620.00
103	POTHOLING	20 EA	450.00	9,000.00	400.00	8,000.00	200.00	4,000.00	510.00	10,200.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	12,000.00	*****	13,200.00	*****	1,000.00	*****	5,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	650.00	1,950.00	625.00	1,875.00	700.00	2,100.00	680.00	2,040.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,500.00	*****	5,100.00	*****	4,800.00	*****	5,600.00
107	MOBILIZATION	1 LS	*****	103,000.00	*****	81,038.15	*****	111,000.00	*****	92,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	85,000.00	*****	18,000.00	*****	90,000.00
109	SPECIAL SIGNS	100 SF	20.00	2,000.00	10.20	1,020.00	15.00	1,500.00	25.00	2,500.00
110	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	3.70	2,590.00	5.00	3,500.00	4.30	3,010.00
111	TYPE III BARRICADE	45 EA	75.00	3,375.00	30.00	1,350.00	50.00	2,250.00	8.60	387.00
112	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	1,700.00	*****	15,000.00	*****	20,000.00
113	AIR OR HYDRO EVACUATION	5 EA	650.00	3,250.00	765.00	3,825.00	700.00	3,500.00	830.00	4,150.00
114	TREE PROTECTION ZONE	39 EA	350.00	13,650.00	255.00	9,945.00	260.00	10,140.00	280.00	10,920.00
115	REMOVE TREE, CLASS II	1 EA	800.00	800.00	1,000.00	1,000.00	950.00	950.00	1,100.00	1,100.00
116	REMOVE TREE, CLASS III	2 EA	1,000.00	2,000.00	2,550.00	5,100.00	1,800.00	3,600.00	2,800.00	5,600.00
117	TREE PRUNING	29 EA	350.00	10,150.00	255.00	7,395.00	250.00	7,250.00	280.00	8,120.00
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	1,530.00	*****	10,000.00	*****	15,000.00
119	REMOVE EXISTING CURB	947 LF	10.00	9,470.00	5.50	5,208.50	4.50	4,261.50	6.00	5,682.00

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	479 SY	13.00	6,227.00	11.50	5,508.50	7.00	3,353.00	8.90	4,263.10
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	600.00	9,000.00	300.00	4,500.00	450.00	6,750.00	470.00	7,050.00
122	REMOVE EXISTING ≤ 12 IN. DIAMETER PIPE	254 LF	15.00	3,810.00	7.00	1,778.00	10.00	2,540.00	7.10	1,803.40
123	SAWCUTTING CURB	62 EA	35.00	2,170.00	25.50	1,581.00	50.00	3,100.00	31.00	1,922.00
124	SAWCUTTING RIGID PAVEMENT	1694 LFI	1.20	2,032.80	1.00	1,694.00	2.00	3,388.00	1.20	2,032.80
125	SAWCUTTING FLEXIBLE PAVEMENT	7448 LFI	0.80	5,958.40	0.30	2,234.40	0.60	4,468.80	0.35	2,606.80
126	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	750.00	750.00	400.00	400.00	300.00	300.00	360.00	360.00
127	ROADWAY EXCAVATION INCL. HAUL	1506 CY	30.00	45,180.00	8.00	12,048.00	20.00	30,120.00	22.00	33,132.00
128	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	20.00	3,000.00	19.25	2,887.50	24.00	3,600.00	28.00	4,200.00
129	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	30.00	4,500.00	56.60	8,490.00	30.00	4,500.00	39.00	5,850.00
130	CRUSHED SURFACING TOP COURSE	826 CY	40.00	33,040.00	38.40	31,718.40	47.00	38,822.00	52.00	42,952.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	120.00	4,200.00	200.00	7,000.00	100.00	3,500.00	120.00	4,200.00
132	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	3285 SY	14.00	45,990.00	12.25	40,241.25	14.28	46,909.80	14.00	45,990.00
133	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	6785 SY	25.00	169,625.00	23.00	156,055.00	26.25	178,106.25	26.00	176,410.00
134	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 2 INCH THICK	690 SY	12.00	8,280.00	20.00	13,800.00	23.50	16,215.00	20.00	13,800.00
135	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	35 TO	140.00	4,900.00	182.00	6,370.00	214.00	7,490.00	170.00	5,950.00
136	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TO	150.00	1,500.00	353.00	3,530.00	422.00	4,220.00	70.00	700.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	511 SY	45.00	22,995.00	34.00	17,374.00	40.00	20,440.00	37.00	18,907.00
138	CRACK SEALING 1 - INCH TO 3 - INCH	300 LF	3.00	900.00	4.00	1,200.00	4.00	1,200.00	5.00	1,500.00

<i>Project Number:</i> 2017118		<i>Engineer's Estimate</i>			Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
139	CRACK SEALING 3 - INCH TO 6 - INCH	300 LF	5.00	1,500.00	9.00	2,700.00	8.00	2,400.00	10.00	3,000.00
140	PAVEMENT REPAIR EXCAVATION INCL. HAUL	511 SY	30.00	15,330.00	37.30	19,060.30	24.00	12,264.00	19.00	9,709.00
141	PLANING BITUMINOUS PAVEMENT - FULL DEPTH	827 SY	3.50	2,894.50	15.00	12,405.00	14.00	11,578.00	10.00	8,270.00
142	PLANING BITUMINOUS PAVEMENT - TAPER	1191 SY	3.00	3,573.00	11.25	13,398.75	8.00	9,528.00	10.00	11,910.00
143	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
144	COMPACTION PRICE ADJUSTMENT	4310 EST	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00	1.00	4,310.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	19 EA	500.00	9,500.00	700.00	13,300.00	300.00	5,700.00	600.00	11,400.00
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	500.00	1,000.00	800.00	1,600.00	600.00	1,200.00	600.00	1,200.00
147	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	1,245.00	13,695.00	3,000.00	33,000.00	2,600.00	28,600.00
148	CATCH BASIN TYPE 3	4 EA	2,700.00	10,800.00	1,245.00	4,980.00	3,400.00	13,600.00	2,700.00	10,800.00
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	15 EA	825.00	12,375.00	1,130.00	16,950.00	650.00	9,750.00	700.00	10,500.00
150	VALVE BOX AND COVER	14 EA	500.00	7,000.00	622.00	8,708.00	200.00	2,800.00	700.00	9,800.00
151	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	323 CY	100.00	32,300.00	170.00	54,910.00	0.05	16.15	250.00	80,750.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	25.00	4,550.00	18.00	3,276.00	12.00	2,184.00	28.00	5,096.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	182 CY	33.00	6,006.00	50.00	9,100.00	12.00	2,184.00	39.00	7,098.00
154	IMPORTED BACKFILL	323 CY	35.00	11,305.00	46.50	15,019.50	12.00	3,876.00	43.00	13,889.00
155	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	4,650.00	*****	700.00	*****	1,500.00
156	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	549 LF	65.00	35,685.00	35.00	19,215.00	61.00	33,489.00	54.00	29,646.00

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	10 EA	800.00	8,000.00	600.00	6,000.00	650.00	6,500.00	1,100.00	11,000.00
158	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	600.00	600.00	1,300.00	1,300.00	1,100.00	1,100.00
159	PLUGGING EXISTING PIPE	1 EA	350.00	350.00	200.00	200.00	400.00	400.00	230.00	230.00
160	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	200.00	*****	50,000.00	*****	620.00
161	DI PIPE FOR WATER MAIN 24 IN. DIAM.	641 LF	350.00	224,350.00	222.00	142,302.00	192.14	123,161.74	175.00	112,175.00
162	BLOWOFF ASSEMBLY	1 EA	12,000.00	12,000.00	5,660.00	5,660.00	7,000.00	7,000.00	13,500.00	13,500.00
163	2 IN. BYPASS PIPING	2 EA	1,200.00	2,400.00	2,830.00	5,660.00	3,800.00	7,600.00	7,100.00	14,200.00
164	ESC LEAD	1 LS	*****	1,500.00	*****	3,900.00	*****	1,600.00	*****	620.00
165	INLET PROTECTION	25 EA	100.00	2,500.00	136.00	3,400.00	50.00	1,250.00	99.00	2,475.00
166	TOPSOIL TYPE A, 2 INCH THICK	325 SY	12.00	3,900.00	5.40	1,755.00	6.00	1,950.00	12.00	3,900.00
167	SOD INSTALLATION	325 SY	15.00	4,875.00	14.50	4,712.50	11.00	3,575.00	19.00	6,175.00
168	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	12,175.00	*****	8,000.00	*****	35,000.00
169	CEMENT CONCRETE CURB	1153 LF	35.00	40,355.00	41.00	47,273.00	42.00	48,426.00	50.00	57,650.00
170	CEMENT CONCRETE DRIVEWAY	66 SY	65.00	4,290.00	90.00	5,940.00	120.00	7,920.00	75.00	4,950.00
171	CEMENT CONCRETE DRIVEWAY TRANSITION	8 SY	65.00	520.00	90.00	720.00	125.00	1,000.00	70.00	560.00
172	CEMENT CONC. SIDEWALK	498 SY	70.00	34,860.00	96.50	48,057.00	79.00	39,342.00	85.00	42,330.00
173	RAMP DETECTABLE WARNING	120 SF	30.00	3,600.00	23.00	2,760.00	25.00	3,000.00	41.00	4,920.00
174	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	3,567.00	*****	3,300.00	*****	4,000.00
175	PAVEMENT MARKING - DURABLE HEAT APPLIED	133 SF	10.00	1,330.00	10.25	1,363.25	10.00	1,330.00	11.00	1,463.00

<i>Project Number:</i> 2017118			<i>Engineer's Estimate</i>		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>				
<i>Schedule 01</i>		Street Improvements			Sales tax shall be included in unit prices				
<i>Schedule Totals</i>				1,166,261.70	1,069,019.00		1,047,908.24		1,219,904.10

Project Number: 2017118			Engineer's Estimate		Inland Asphalt Company		Red Diamond Construction Inc		LaRiviere Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 02 Sanitary Improvements					Sales tax shall NOT be included in unit prices					
201	RECONNECT SIDE SEWER	100 LF	55.00	5,500.00	14.75	1,475.00	60.00	6,000.00	30.00	3,000.00
202	SIDE SEWER CLEANING AND VIDEO INSPECTION	64 EA	750.00	48,000.00	275.00	17,600.00	275.00	17,600.00	400.00	25,600.00
203	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	800.00	1,600.00	600.00	1,200.00	1,400.00	2,800.00	1,100.00	2,200.00
204	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	400 LF	55.00	22,000.00	43.00	17,200.00	96.00	38,400.00	52.00	20,800.00
205	SIDE SEWER PIPE 4 IN. DIAM.	229 LF	35.00	8,015.00	33.00	7,557.00	100.00	22,900.00	47.00	10,763.00
206	SIDE SEWER PERMIT	9 EA	40.00	360.00	340.00	3,060.00	600.00	5,400.00	50.00	450.00
Schedule Totals				85,475.00		48,092.00		93,100.00		62,813.00

Project Number 2017118 33rd Ave., Bernard to Lamonte

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,166,261.70	85,475.00	0.00	0.00	0.00	0.00	0.00	0.00	1,251,736.70
DW Excavating, Inc.	867,655.00	31,908.00	0.00	0.00	0.00	0.00	0.00	0.00	899,563.00
Murphy Brothers Inc	965,665.00	54,335.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020,000.00
Halme Construction Inc	1,010,099.96	88,461.18	0.00	0.00	0.00	0.00	0.00	0.00	1,098,561.14
Inland Asphalt Compan	1,069,019.00	48,092.00	0.00	0.00	0.00	0.00	0.00	0.00	1,117,111.00
Red Diamond Construc	1,047,908.24	93,100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,141,008.24
LaRiviere Inc	1,219,904.10	62,813.00	0.00	0.00	0.00	0.00	0.00	0.00	1,282,717.10

Low Bid Contractor: DW Excavating, Inc.

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$867,655.00	\$1,166,261.70	25.60	% Under Estimate
Schedule 02	\$34,715.90	\$92,996.80	62.67	% Under Estimate
Bid Totals	\$902,370.90	\$1,259,258.50	28.34	% Under Estimate

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	OPR 2019-0391
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2017046,047, 048
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370-LOW BID AWARD - BACON CONCRETE, INC.,		

Agenda Wording

Low Bid of Bacon Concrete, Inc., (Spokane, WA) for Cycle 7 (2017) Traffic Calming - \$1,082,959.25. An administrative reserve of \$108,295.93, which is 10% of the contract price, will be set aside. (Various Neighborhood Council)

Summary (Background)

On May 20, 2019, bids were opened for the above project. The low bid was from Bacon Concrete, Inc., in the amount of \$1,082,959.25, which is \$408,641.25 or 27.54% under the Engineer's Estimate; four other bids were received as follows: Cameron-Reilly, LLC, - \$1,267,673.25; William Winkler Company - \$1,288,778.00; LaRiviere Inc., - \$1,337,839.85 and Award Construction, Inc., - \$1,436,741.50.

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	YES		
Expense	\$ 381,104.57			# 1380 24105 95300 56501 21009	
Expense	\$ 166,139.21			# 1380 24102 95300 56501 21009	
Expense	\$ 49,026.69			# 1380 24106 95300 56501 21009	
Expense	\$ 187,158.85			# 1380 24107 95300 56501 21009	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		TWOHIG, KYLE		<u>Study Session</u>	
				PIES 5/20/19	
<u>Division Director</u>		SIMMONS, SCOTT M.		<u>Other</u>	
<u>Finance</u>		ALBIN-MOORE, ANGELA		<u>Distribution List</u>	
<u>Legal</u>		ODLE, MARI		eraea@spokanecity.org	
<u>For the Mayor</u>		ORMSBY, MICHAEL		kgoodman@spokanecity.org	
Additional Approvals			aduffey@spokanecity.org		
<u>Purchasing</u>				htrautman@spokanecity.org	
				publicworksaccounting@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 2,090.00

Expense \$ 405,735.86

Budget Account

4310 43387 94000 56501 99999

1380 24103 95300 56501 21009

Distribution List

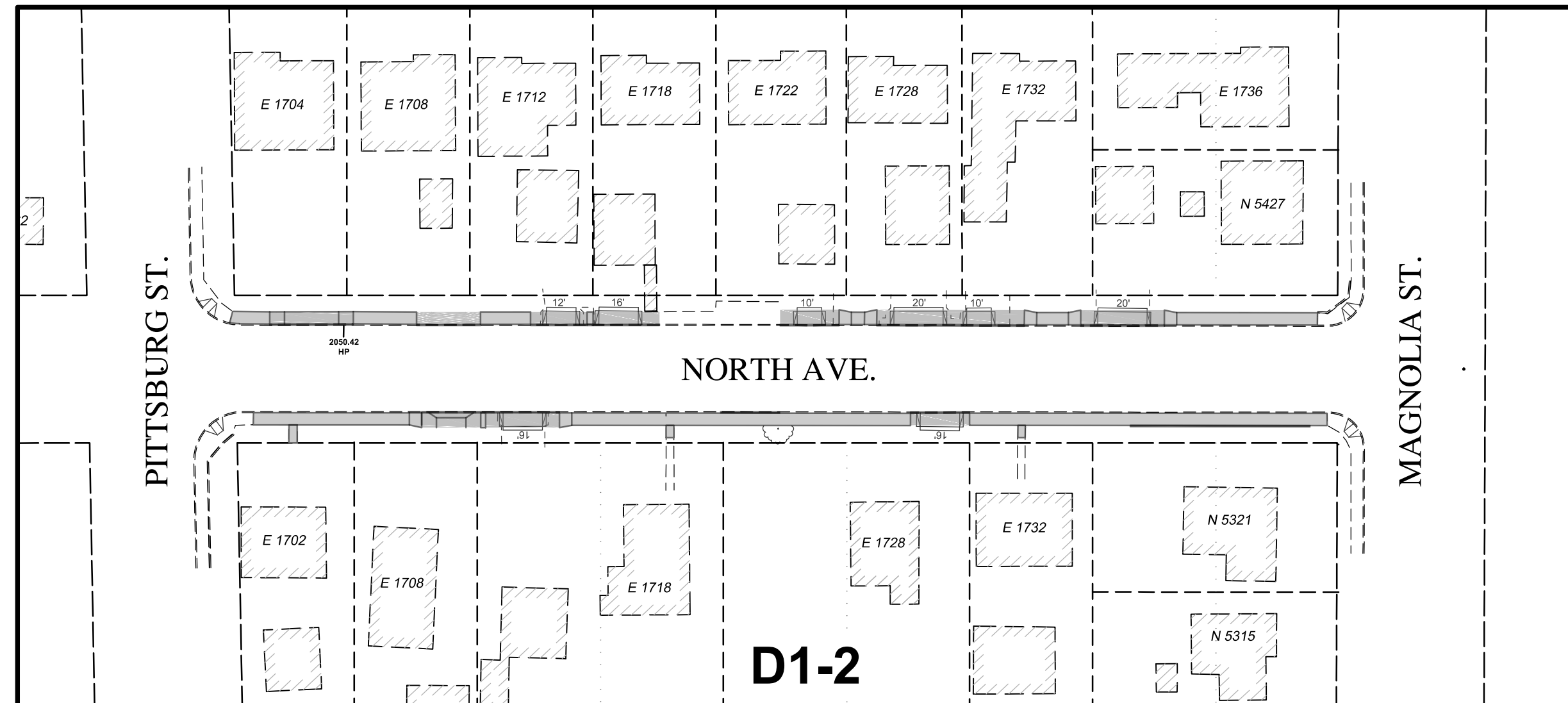
Briefing Paper

PIES

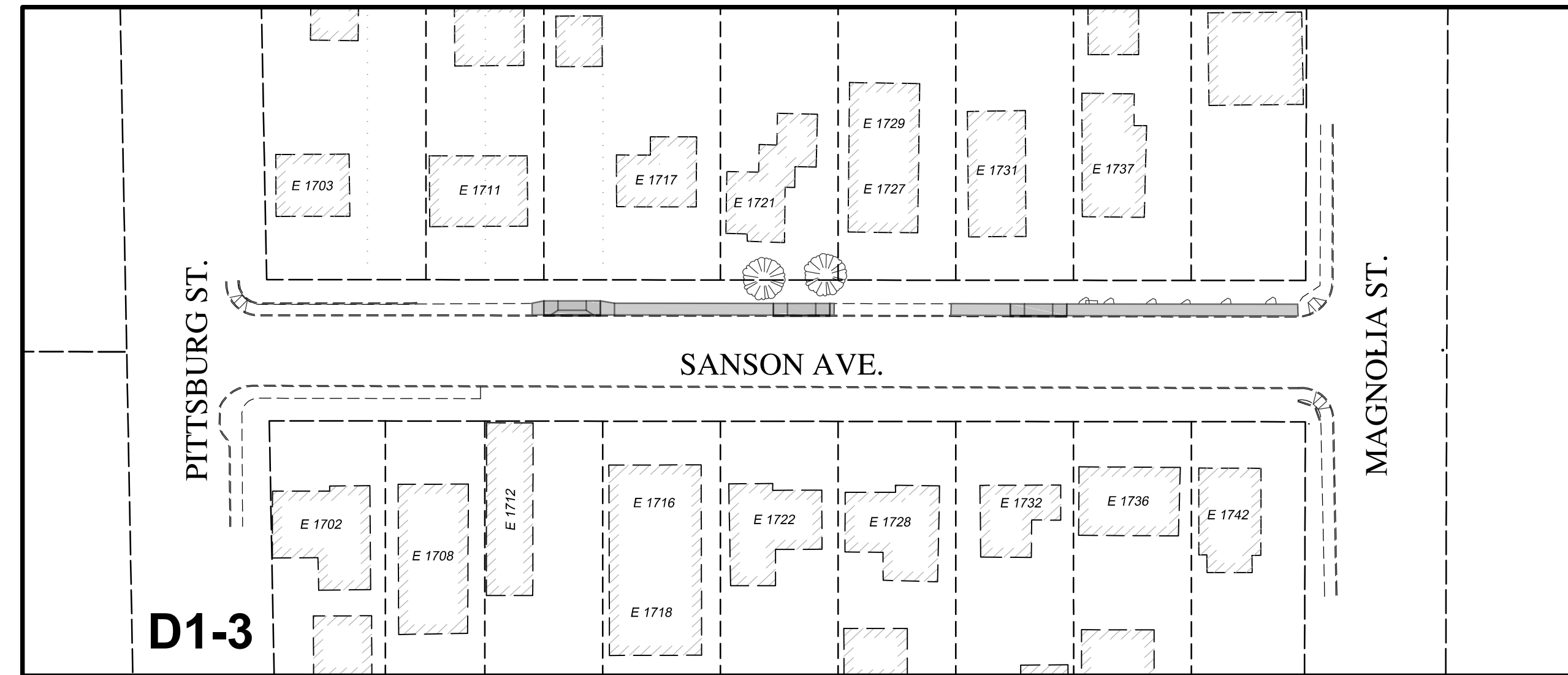
Division & Department:	Engineering Services; Public Works
Subject:	Annual Neighborhood Traffic Calming Projects (Cycle 7)
Date:	May 20, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 Year Street Plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<u>Background/History:</u> <ul style="list-style-type: none"> This is the annual neighborhood traffic calming project. 	
<u>Executive Summary:</u> <ul style="list-style-type: none"> The project has components throughout the city. Project components include sidewalk infill, curb ramps, curb bumpouts, center islands, a HAWK signal and speed feedback signs. Refer to the attached three exhibits for more information. Also refer to table below for additional work not pictured in attached three exhibits. 	
<u>Budget Impact:</u> 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <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:	

Not pictured:

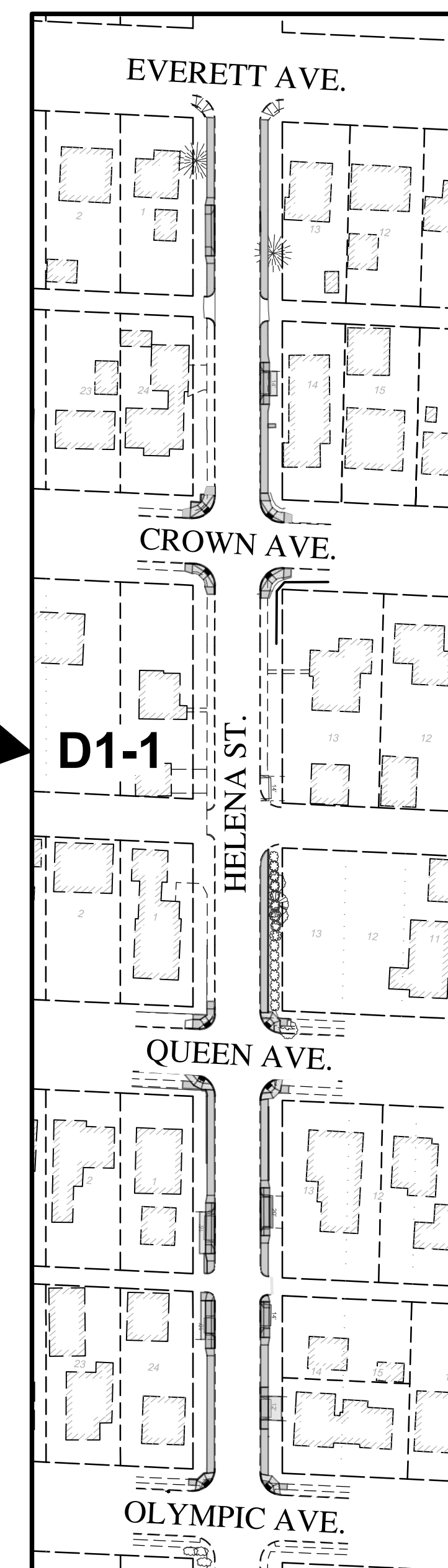
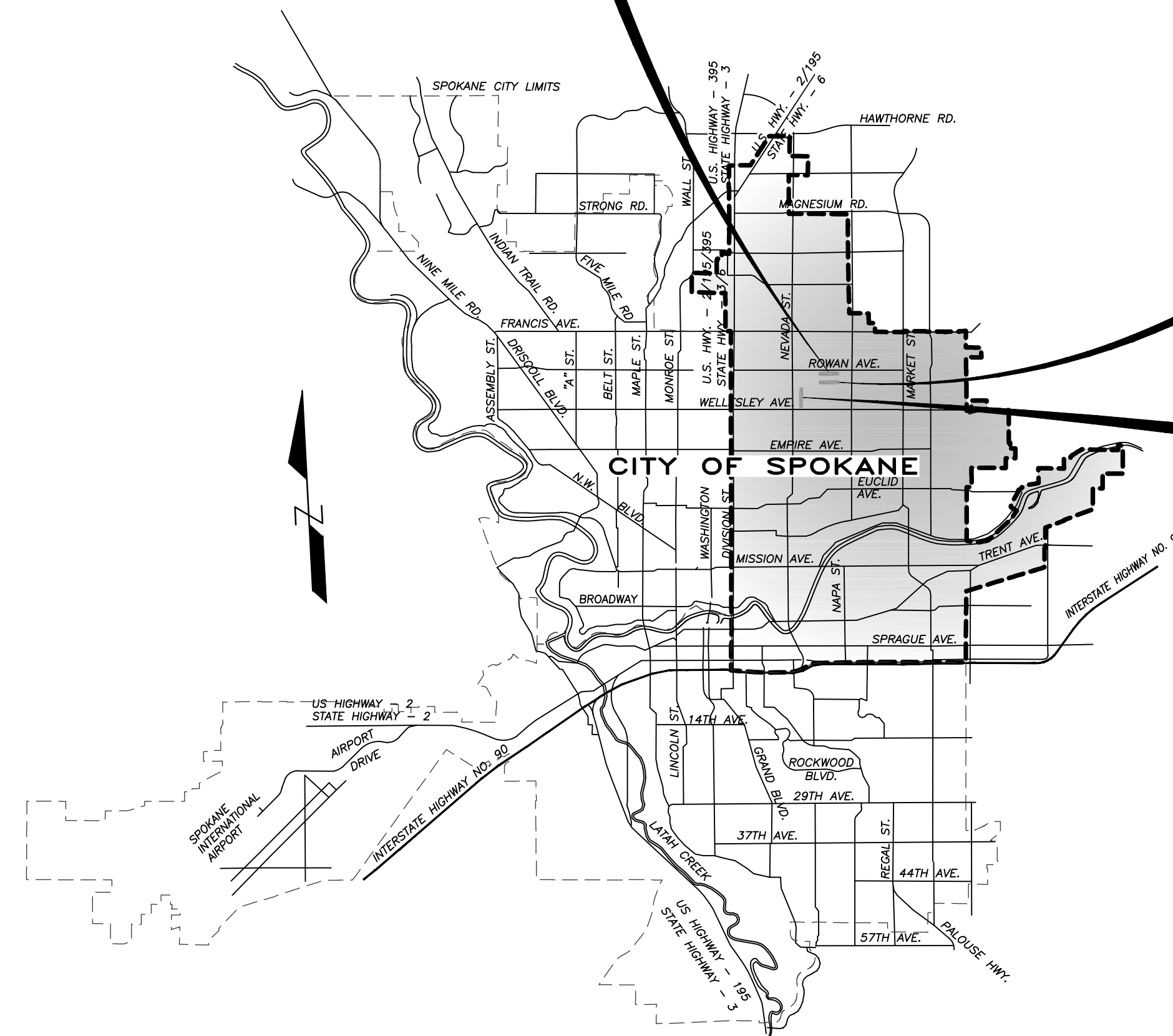
Location	What
Helena & Everett	School 20 MPH speed signs
9th & Cowley	Crosswalk
17th & Cook to Regal	Sharrows
Fiske & 12th to 17th	Sharrows
Rockwood & Syringa	Speed feedback sign
Rockwood & Sherman	Speed feedback sign
Freya & 42nd	Speed feedback sign
Freya & 45th	Speed feedback sign
NW Blvd & H Street	Speed feedback sign
NW Blvd & E Street	Speed feedback sign
Belt & Shadle Center	Crosswalk



Sidewalk infill



D1-3



D1-1

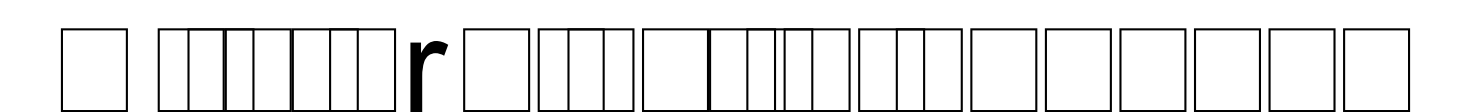
Sidewalk infill

DISTRICT 1

G2-1 COVER SHEET, INDEX SHEET, VICINITY MAP

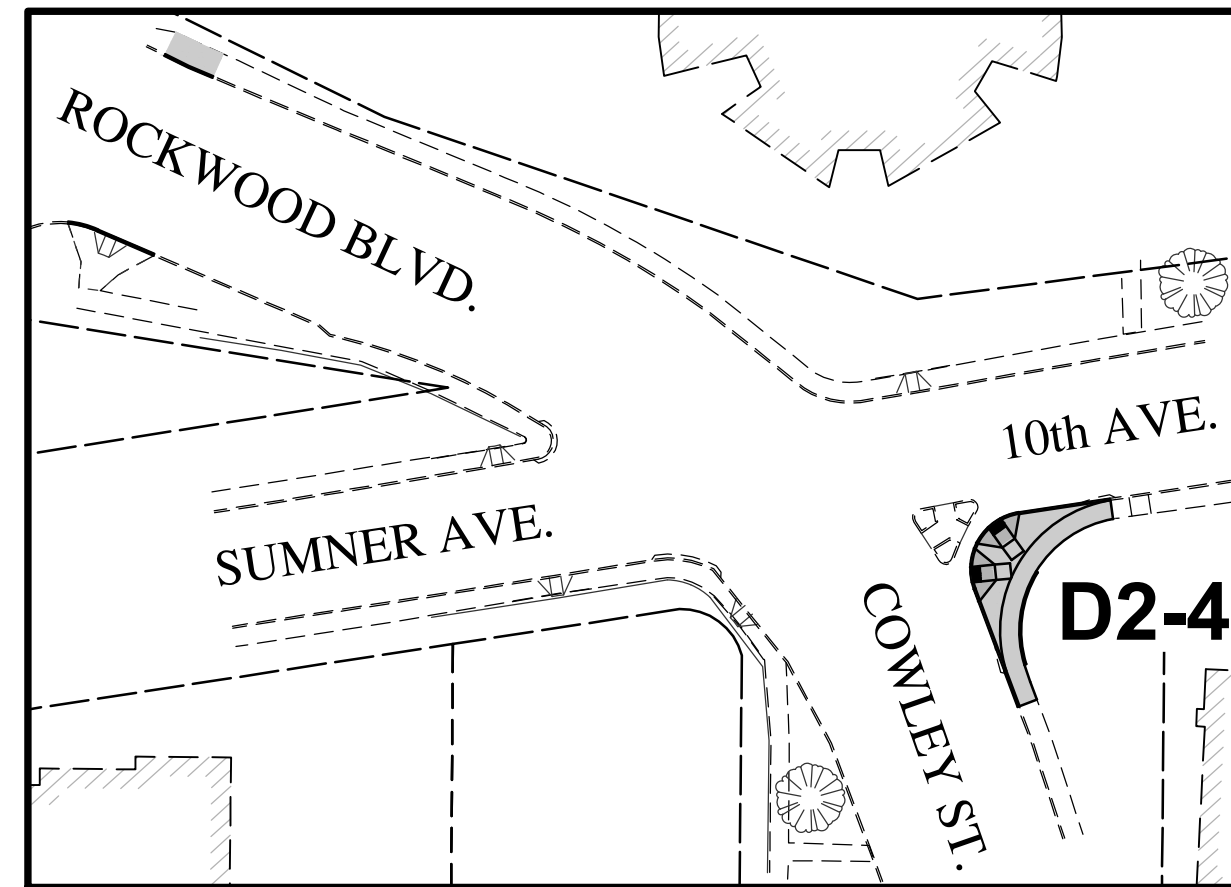
D1-1 HELENA STREET - OLYMPIC AVE. TO EVERETT AVE.
D1-2 NORTH AVENUE - PITTSBURG ST. TO MAGNOLIA ST.
D1-3 SANSON AVENUE - PITTSBURG ST. TO MAGNOLIA ST.

DISTRICT 1

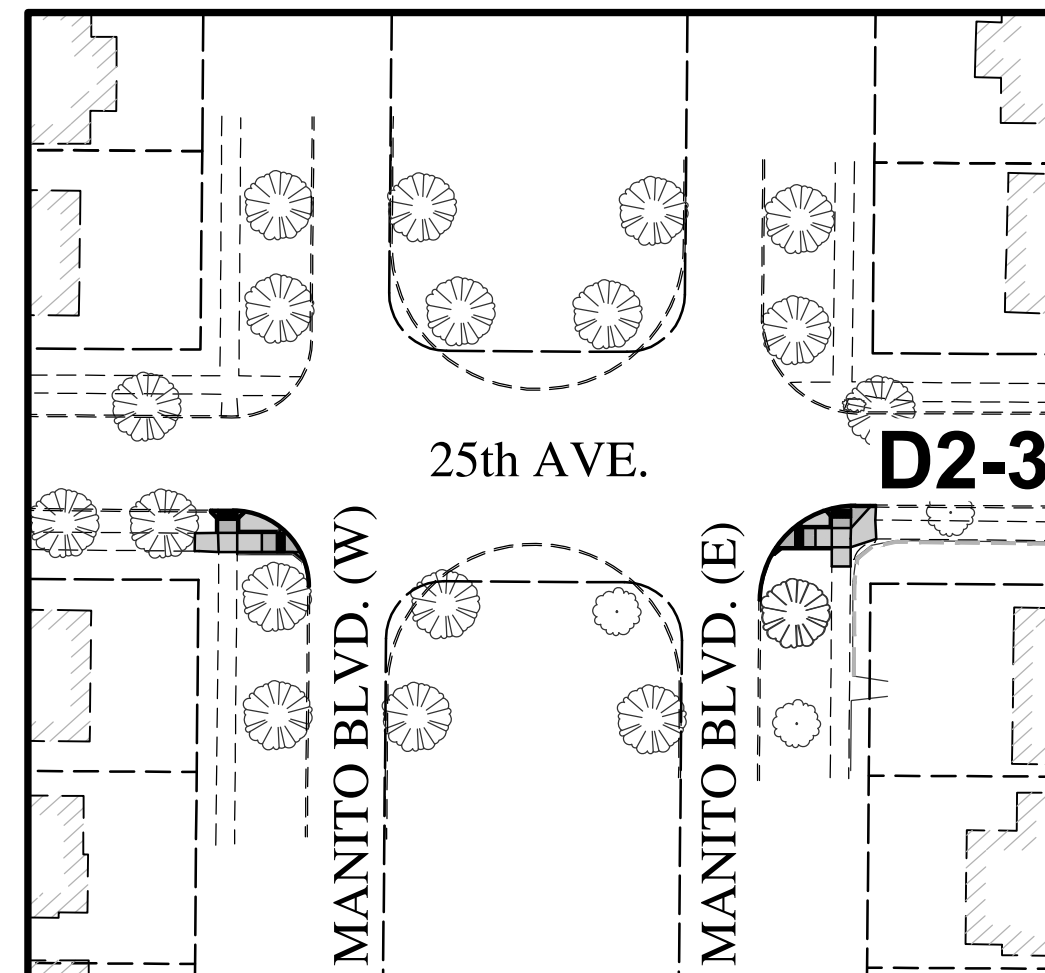


FOR THE CONSTRUCTION OF:
PAVING, CURB, GUTTER, AND SIDEWALKS;
STORM SEWER AND STRUCTURES;
WATER, AND OTHER RELATED ITEMS.

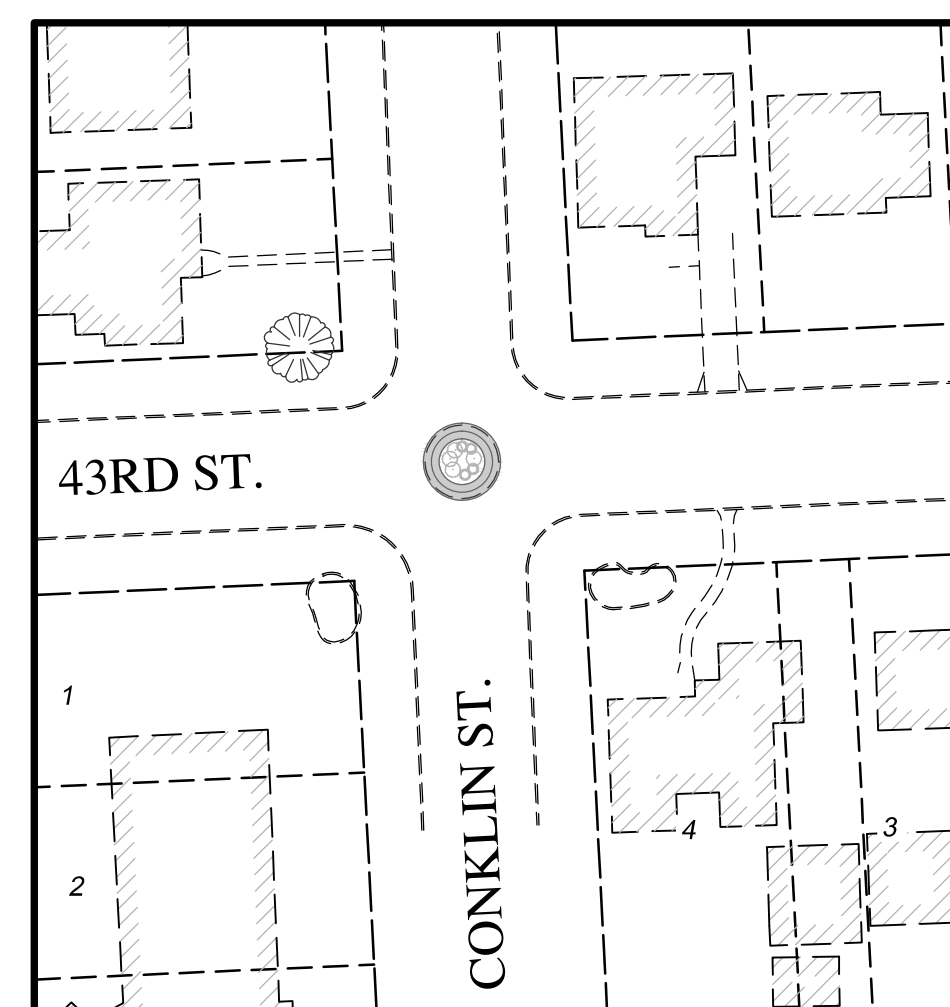




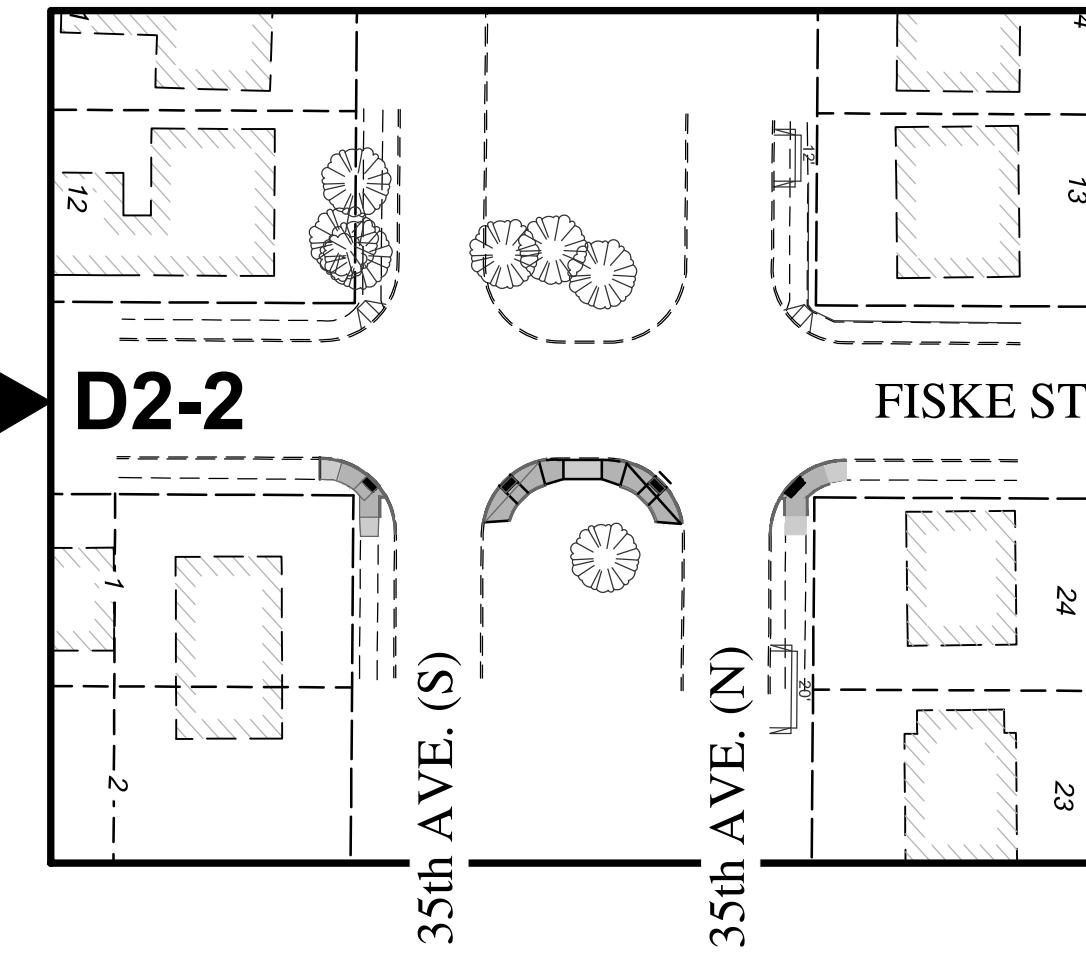
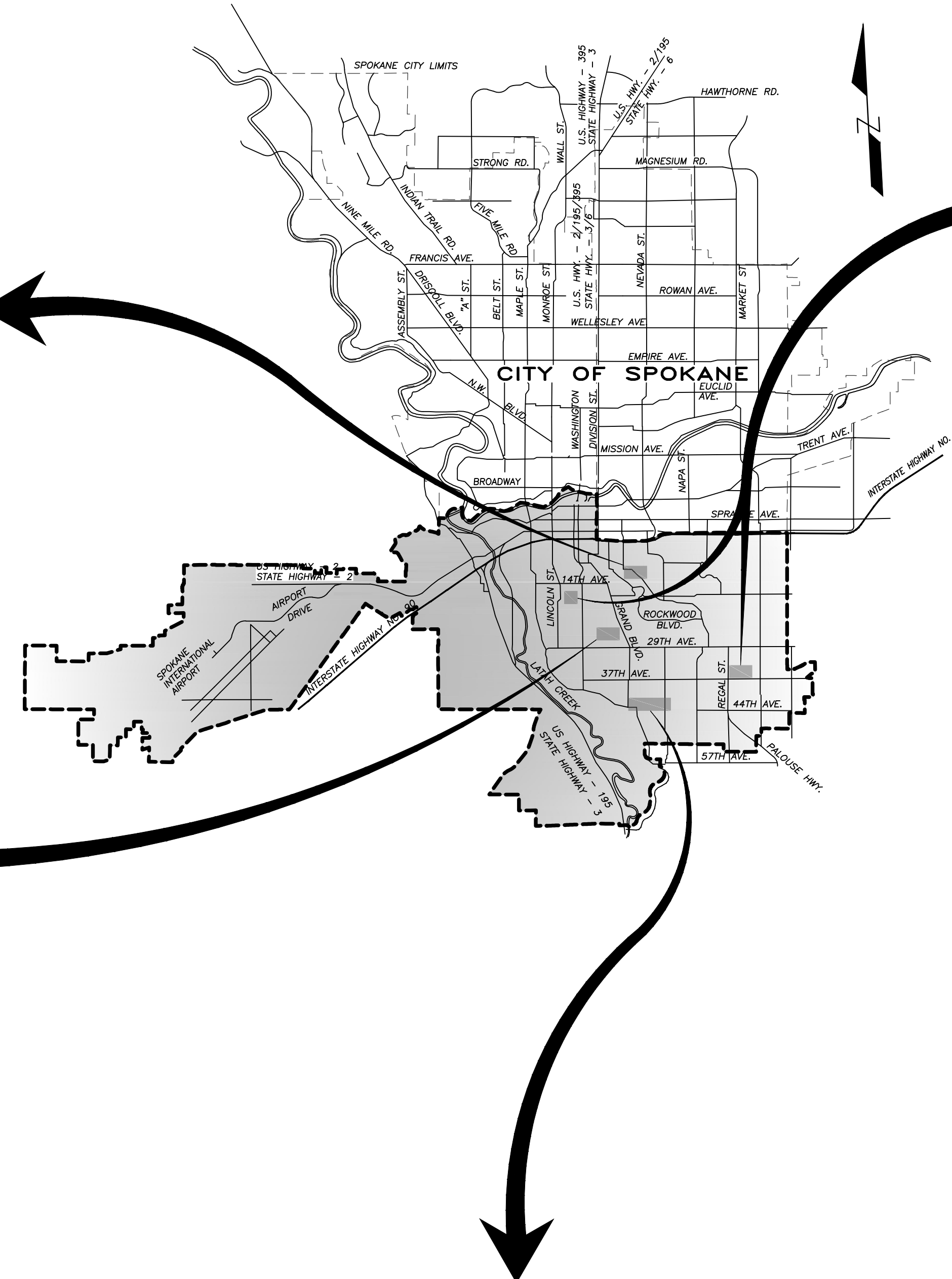
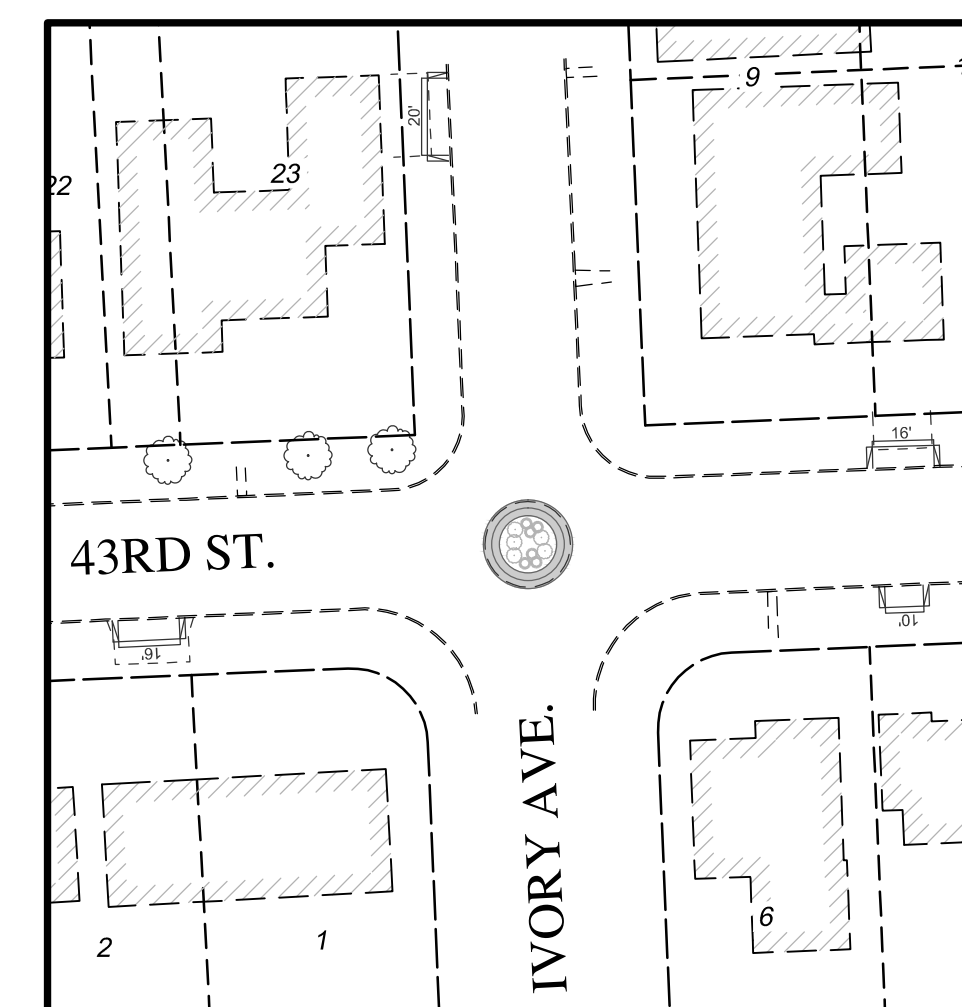
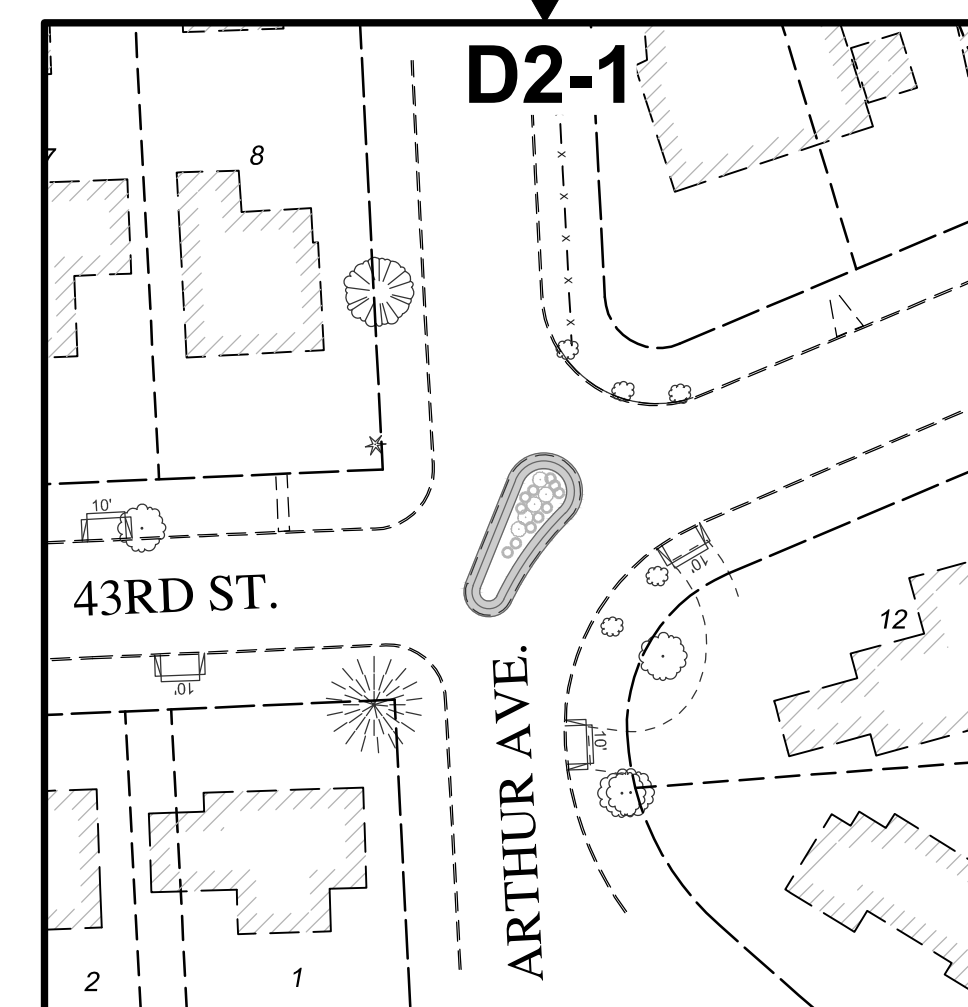
Crosswalk across 10th & radius revision



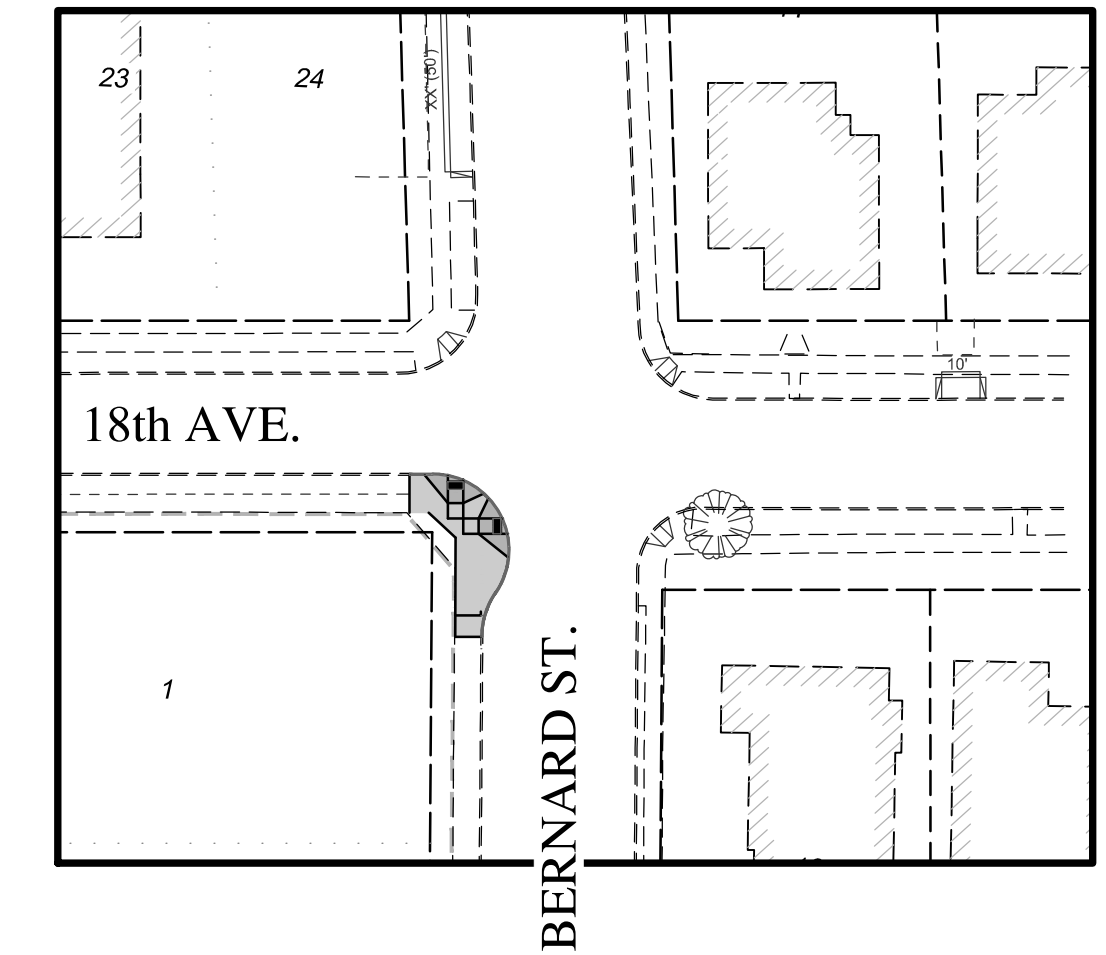
Crosswalk across Manito & ADA ramps



Traffic circles & associated signing



ADA ramps



Bumpout & crosswalk

DISTRICT 2

G1-1 COVER SHEET, INDEX SHEET, VICINITY MAP

D2-1 43rd STREET - CONKLIN ST, ARTHUR ST, IVORY ST.

D2-2 35th AVE. & FISKE ST. 18th AVE. & BERNARD ST.

D2-3 25th AVE. & MANITO BLVD.

D2-4 10th AVE. & ROCKWOOD BLVD.

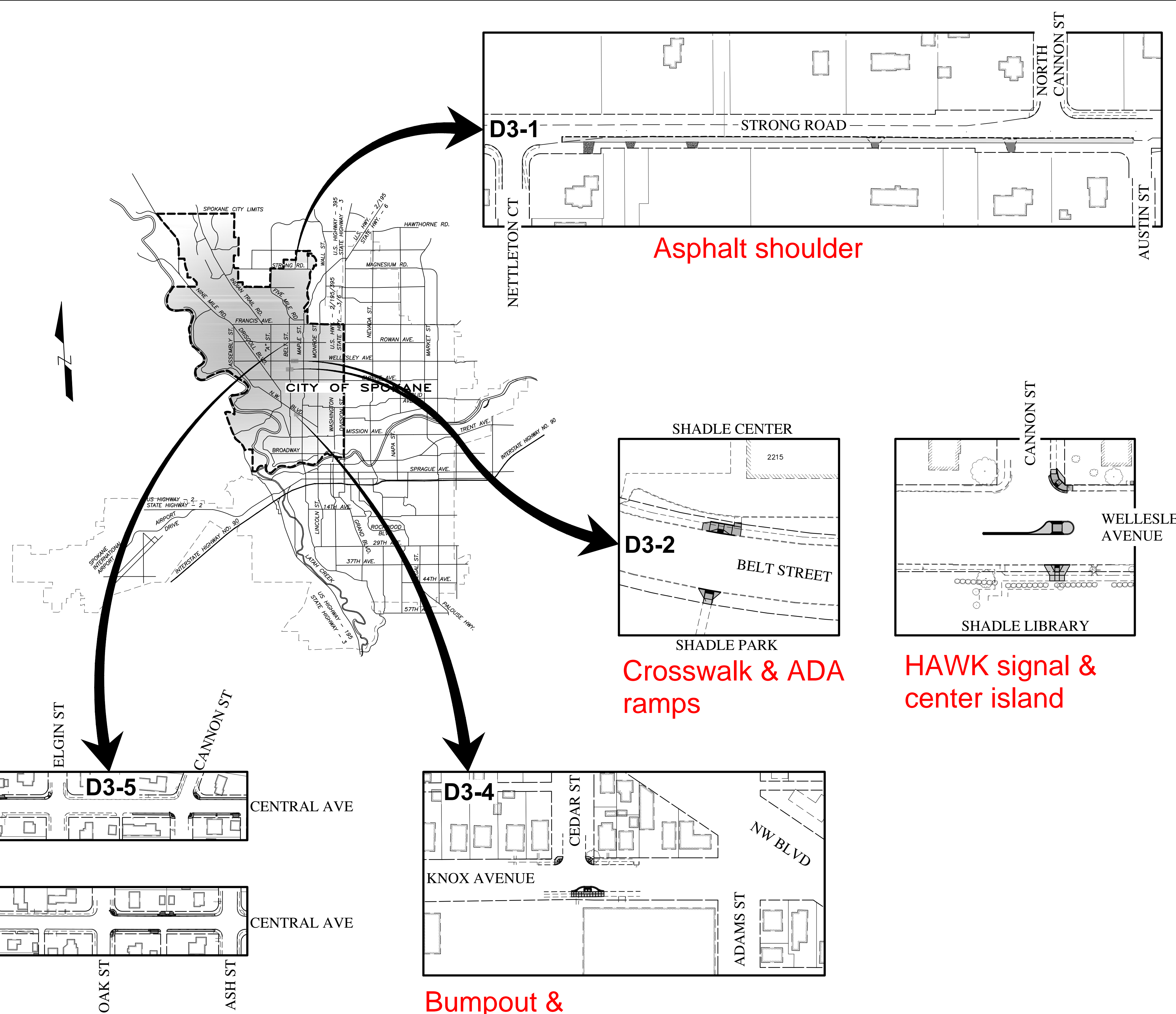
LS-1 43rd STREET - CONKLIN ST, ARTHUR ST, IVORY ST.

DISTRICT 2



FOR THE CONSTRUCTION OF:
PAVING, CURB, GUTTER, AND SIDEWALKS;
STORM SEWER AND STRUCTURES;
WATER, AND OTHER RELATED ITEMS.





Asphalt shoulder

Crosswalk & ADA ramps

HAWK signal & center island

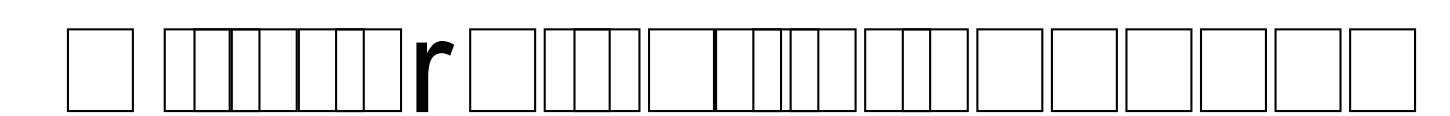
Sidewalk infill

Bumpout & crosswalk

DISTRICT 3

- G3-1 COVER SHEET, INDEX SHEET, VICINITY MAP
- D3-1 STRONG ROAD - NETTLETON ST. TO AUSTIN RD.
- D3-2 BELT ST. @ SHADLE PARK
WELLESLEY AVE. & CANNON ST.
- D3-3 KNOX AVE. & CEDAR ST.
- D3-4 CENTRAL AVENUE - BELT ST. TO ASH ST.

DISTRICT 3



FOR THE CONSTRUCTION OF:
PAVING, CURB, GUTTER, AND SIDEWALKS;
STORM SEWER AND STRUCTURES;
WATER, AND OTHER RELATED ITEMS.



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

Project Number: 2017046

Project Description Cycle 7 (2017) Traffic Calming

Funding Source Local

Preparer David St Pierre

Original Date 3/20/2019 7:06:46 AM

Update Date 5/20/2019 2:08:19 PM

Addendum

Project Number: 2017046			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

101	ADA FEATURES SURVEYING	1 LS	*****	8,000.00	*****	9,000.00	*****	12,600.00	*****	8,500.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,200.00	*****	1,000.00	*****	750.00	*****	1,000.00
104	POTHOLING	14 EA	450.00	6,300.00	200.00	2,800.00	250.00	3,500.00	561.00	7,854.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	8,000.00	*****	8,000.00	*****	27,131.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,500.00	*****	7,300.00	*****	5,000.00	*****	5,599.00
107	MOBILIZATION	1 LS	*****	136,000.00	*****	90,000.00	*****	73,322.00	*****	89,922.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	40,000.00	*****	4,000.00	*****	20,540.00	*****	47,110.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	30,000.00	*****	7,500.00	*****	20,540.00	*****	41,302.00
110	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	40,000.00	*****	18,000.00	*****	20,540.00	*****	33,993.00
111	SEQUENTIAL ARROW SIGN	1700 HR	5.00	8,500.00	4.25	7,225.00	3.00	5,100.00	3.00	5,100.00
112	TYPE III BARRICADE	34 EA	75.00	2,550.00	80.00	2,720.00	100.00	3,400.00	35.00	1,190.00
113	CLEARING AND GRUBBING	1 LS	*****	8,000.00	*****	4,000.00	*****	30,000.00	*****	21,650.00
114	AIR OR HYDRO EVACUATION	6 EA	750.00	4,500.00	725.00	4,350.00	750.00	4,500.00	750.00	4,500.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
115	TREE PROTECTION ZONE	39 EA	250.00	9,750.00	275.00	10,725.00	250.00	9,750.00	250.00	9,750.00
116	TREE PRUNING	27 EA	400.00	10,800.00	250.00	6,750.00	250.00	6,750.00	250.00	6,750.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	6,000.00	*****	5,000.00	*****	29,965.00
118	REMOVE EXISTING CURB	2142 LF	12.00	25,704.00	13.00	27,846.00	12.00	25,704.00	10.00	21,420.00
119	REMOVE EXISTING CURB AND GUTTER	92 LF	14.00	1,288.00	13.00	1,196.00	15.00	1,380.00	9.50	874.00
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	20.00	20,900.00	20.00	20,900.00	20.00	20,900.00	28.00	29,260.00
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	780.00	2,340.00	800.00	2,400.00	840.00	2,520.00	1,794.00	5,382.00
122	REMOVE EXISTING < 12 IN. DIAMETER PIPE	62 LF	30.00	1,860.00	20.00	1,240.00	30.00	1,860.00	73.50	4,557.00
123	SAWCUTTING CURB	125 EA	40.00	5,000.00	30.00	3,750.00	30.00	3,750.00	27.00	3,375.00
124	SAWCUTTING RIGID PAVEMENT	5887 LFI	1.40	8,241.80	1.50	8,830.50	1.00	5,887.00	1.10	6,475.70
125	SAWCUTTING FLEXIBLE PAVEMENT	28914 LFI	0.80	23,131.20	0.50	14,457.00	0.75	21,685.50	0.35	10,119.90
126	ROADWAY EXCAVATION INCL. HAUL	543 CY	31.00	16,833.00	35.00	19,005.00	65.00	35,295.00	32.00	17,376.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	33.00	1,980.00	35.00	2,100.00	75.00	4,500.00	97.50	5,850.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	48.00	2,880.00	48.00	2,880.00	75.00	4,500.00	122.00	7,320.00
129	PREPARATION OF UNTREATED ROADWAY	1128 SY	3.50	3,948.00	5.00	5,640.00	5.00	5,640.00	6.00	6,768.00
130	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1128 SY	3.00	3,384.00	4.00	4,512.00	7.50	8,460.00	2.50	2,820.00
131	CRUSHED SURFACING TOP COURSE	328 CY	56.00	18,368.00	38.00	12,464.00	70.00	22,960.00	64.00	20,992.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	284 CY	150.00	42,600.00	110.00	31,240.00	100.00	28,400.00	209.00	59,356.00
133	BALLAST	603 CY	50.00	30,150.00	60.00	36,180.00	65.00	39,195.00	42.00	25,326.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
134	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1351 SY	25.00	33,775.00	37.00	49,987.00	27.50	37,152.50	24.00	32,424.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	33 SY	90.00	2,970.00	100.00	3,300.00	132.00	4,356.00	114.00	3,762.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	31 SY	110.00	3,410.00	100.00	3,100.00	154.00	4,774.00	119.00	3,689.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	358 SY	120.00	42,960.00	85.00	30,430.00	82.50	29,535.00	58.00	20,764.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1017 SY	45.00	45,765.00	34.00	34,578.00	35.50	36,103.50	28.00	28,476.00
139	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	35.00	1,470.00	50.00	2,100.00	57.50	2,415.00	59.00	2,478.00
140	SOIL RESIDUAL HERBICIDE	1244 SY	5.00	6,220.00	0.50	622.00	1.00	1,244.00	0.75	933.00
141	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1727 SY	55.00	94,985.00	32.00	55,264.00	35.00	60,445.00	29.00	50,083.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	750.00	750.00	700.00	700.00	750.00	750.00	420.00	420.00
143	CATCH BASIN TYPE 1	1 EA	2,800.00	2,800.00	3,000.00	3,000.00	2,600.00	2,600.00	2,734.00	2,734.00
144	CATCH BASIN TYPE 3	1 EA	3,200.00	3,200.00	3,500.00	3,500.00	3,500.00	3,500.00	3,017.00	3,017.00
145	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME VANED GRATE	5 EA	1,000.00	5,000.00	800.00	4,000.00	1,500.00	7,500.00	644.00	3,220.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	8 EA	1,000.00	8,000.00	850.00	6,800.00	1,500.00	12,000.00	644.00	5,152.00
147	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	850.00	850.00	1,800.00	1,800.00	800.00	800.00
148	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER	1 EA	1,000.00	1,000.00	850.00	850.00	1,200.00	1,200.00	602.00	602.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	900.00	2,700.00	750.00	2,250.00	900.00	2,700.00	602.00	1,806.00
150	VALVE BOX AND COVER	4 EA	450.00	1,800.00	400.00	1,600.00	750.00	3,000.00	577.00	2,308.00
151	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	500.00	500.00	350.00	350.00	875.00	875.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	45.00	630.00	10.00	140.00	75.00	1,050.00	97.50	1,365.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	65.00	910.00	40.00	560.00	75.00	1,050.00	122.00	1,708.00
154	TRENCH SAFETY SYSTEM	1 LS	*****	2,500.00	*****	100.00	*****	500.00	*****	2,000.00
155	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	75 LF	70.00	5,250.00	100.00	7,500.00	75.00	5,625.00	152.00	11,400.00
156	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	1,000.00	4,000.00	700.00	2,800.00	750.00	3,000.00	770.00	3,080.00
157	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	850.00	850.00	700.00	700.00	1,000.00	1,000.00	770.00	770.00
158	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	1,500.00	*****	1,000.00	*****	3,512.00
159	ESC LEAD	1 LS	*****	2,000.00	*****	1,500.00	*****	750.00	*****	3,041.00
160	INLET PROTECTION	90 EA	110.00	9,900.00	75.00	6,750.00	75.00	6,750.00	118.50	10,665.00
161	TOPSOIL TYPE A, 2 INCH THICK	953 SY	10.00	9,530.00	12.00	11,436.00	3.25	3,097.25	3.50	3,335.50
162	TOPSOIL TYPE A, TRAFFIC CIRCLES	73 CY	30.00	2,190.00	25.00	1,825.00	47.00	3,431.00	55.00	4,015.00
163	BASALT COBBLE MULCH, 8 - 12 INCH THICK	53 SY	20.00	1,060.00	60.00	3,180.00	33.00	1,749.00	32.00	1,696.00
164	HYDROSEEDING	205 SY	6.00	1,230.00	5.00	1,025.00	4.50	922.50	4.20	861.00
165	SOD INSTALLATION	748 SY	15.00	11,220.00	18.00	13,464.00	14.00	10,472.00	14.75	11,033.00
166	POTTED PLANT, 2 GAL.	15 EA	45.00	675.00	50.00	750.00	140.00	2,100.00	131.50	1,972.50

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
167	POTTED PLANT, 5 GAL.	8 EA	80.00	640.00	70.00	560.00	220.00	1,760.00	210.00	1,680.00
168	SWALE DRAIN PAD	1 SY	125.00	125.00	150.00	150.00	300.00	300.00	125.00	125.00
169	CURB DROP INLET	2 EA	180.00	360.00	200.00	400.00	300.00	600.00	125.00	250.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	3,500.00	*****	13,500.00	*****	17,500.00
171	CEMENT CONCRETE CURB	2963 LF	40.00	118,520.00	26.00	77,038.00	35.00	103,705.00	26.50	78,519.50
172	CEMENT CONC. CURB AND GUTTER	105 LF	40.00	4,200.00	38.00	3,990.00	45.00	4,725.00	29.00	3,045.00
173	TRAFFIC CIRCLE CEMENT CONCRETE CURB	229 LF	65.00	14,885.00	38.00	8,702.00	35.00	8,015.00	58.00	13,282.00
174	CEMENT CONCRETE DRIVEWAY	587 SY	80.00	46,960.00	65.00	38,155.00	85.00	49,895.00	70.00	41,090.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	211 SY	70.00	14,770.00	56.00	11,816.00	75.00	15,825.00	70.00	14,770.00
176	CHANNELIZING DEVICES - TYPE 4	1 EA	300.00	300.00	300.00	300.00	265.00	265.00	247.00	247.00
177	MODIFY FENCING	1 LS	*****	10,000.00	*****	2,000.00	*****	4,000.00	*****	5,693.00
178	CEMENT CONC. SIDEWALK	2429 SY	65.00	157,885.00	56.00	136,024.00	65.00	157,885.00	54.00	131,166.00
179	FLOW THROUGH SIDEWALK	1 LS	*****	3,000.00	*****	1,100.00	*****	2,500.00	*****	2,700.00
180	RAMP DETECTABLE WARNING	336 SF	30.00	10,080.00	22.50	7,560.00	20.00	6,720.00	20.00	6,720.00
181	PEDESTRIAN HYBRID BEACON SYSTEM	1 LS	*****	60,000.00	*****	35,000.00	*****	37,000.00	*****	32,237.00
182	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	20,000.00	*****	9,300.00	*****	9,500.00	*****	9,398.00
183	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	1,000.00	*****	5,500.00	*****	5,250.00	*****	5,250.00
184	DRIVER FEEDBACK SIGN - ROCKWOOD BOULEVARD	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00
185	DRIVER FEEDBACK SIGN - FREYA STREET	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly LLC		William Winkler Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
186	DRIVER FEEDBACK SIGN - NORTHWEST BOULEVARD	1 LS	*****	30,000.00	*****	19,000.00	*****	20,350.00	*****	19,321.00
187	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	3,500.00	*****	2,950.00	*****	3,000.00	*****	2,746.00
188	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	20,000.00	*****	2,400.00	*****	23,000.00	*****	21,931.00
189	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	18,000.00	*****	8,800.00	*****	10,000.00	*****	8,925.00
190	REMOVAL OF EXISTING PAVEMENT MARKINGS	121 SF	4.50	544.50	18.00	2,178.00	20.00	2,420.00	18.20	2,202.20
191	PAVEMENT MARKING - DURABLE HEAT APPLIED	982 SF	10.00	9,820.00	9.00	8,838.00	10.00	9,820.00	8.85	8,690.70
192	PAVEMENT MARKING - PAINT	327 SF	11.00	3,597.00	1.25	408.75	2.00	654.00	1.40	457.80
193	WORD AND SYMBOL MARKING - DURABLE HEAT APPLIED	18 SF	200.00	3,600.00	275.00	4,950.00	220.00	3,960.00	210.00	3,780.00
194	PERMANENT DOT LANE MARKER 4X6	29 EA	5.00	145.00	8.00	232.00	17.00	493.00	15.80	458.20
195	TREMPORARY PAVEMENT MARKING - DISTRICT 3	1 LS	*****	500.00	*****	500.00	*****	2,500.00	*****	3,250.00
196	CEMENT CONCRETE STEPS	1 EA	550.00	550.00	600.00	600.00	1,500.00	1,500.00	650.00	650.00
197	REINFORCED DOWELED CURB	178 LF	25.00	4,450.00	20.00	3,560.00	20.00	3,560.00	35.50	6,319.00
198	TRAFFIC ISLAND CONCRETE	29 SY	80.00	2,320.00	75.00	2,175.00	80.00	2,320.00	74.00	2,146.00
199	TRAFFIC CIRCLE COLORED CONCRETE	43 SY	150.00	6,450.00	120.00	5,160.00	100.00	4,300.00	275.00	11,825.00
200	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5 FT. WIDE	24 LF	85.00	2,040.00	60.00	1,440.00	75.00	1,800.00	49.00	1,176.00
<i>Schedule Totals</i>				1,494,600.50		1,082,959.25		1,267,673.25		1,288,778.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	8,000.00	*****	35,000.00	*****	35,000.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	1,200.00	*****	1,200.00	*****	650.00	*****	0.00
104	POTHOLING	14 EA	450.00	6,300.00	225.00	3,150.00	420.00	5,880.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	25,000.00	*****	15,000.00	*****	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	5,500.00	*****	3,500.00	*****	5,500.00	*****	0.00
107	MOBILIZATION	1 LS	*****	136,000.00	*****	165,000.00	*****	140,000.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 1	1 LS	*****	40,000.00	*****	25,000.00	*****	25,000.00	*****	0.00
109	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 2	1 LS	*****	30,000.00	*****	25,000.00	*****	30,000.00	*****	0.00
110	PROJECT TEMPORARY TRAFFIC CONTROL - DISTRICT 3	1 LS	*****	40,000.00	*****	25,000.00	*****	60,000.00	*****	0.00
111	SEQUENTIAL ARROW SIGN	1700 HR	5.00	8,500.00	15.00	25,500.00	1.75	2,975.00	0.00	0.00
112	TYPE III BARRICADE	34 EA	75.00	2,550.00	85.00	2,890.00	210.00	7,140.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	8,000.00	*****	32,000.00	*****	45,000.00	*****	0.00
114	AIR OR HYDRO EVACUATION	6 EA	750.00	4,500.00	350.00	2,100.00	765.00	4,590.00	0.00	0.00
115	TREE PROTECTION ZONE	39 EA	250.00	9,750.00	500.00	19,500.00	255.00	9,945.00	0.00	0.00
116	TREE PRUNING	27 EA	400.00	10,800.00	500.00	13,500.00	255.00	6,885.00	0.00	0.00
117	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	8,500.00	*****	15,000.00	*****	0.00
118	REMOVE EXISTING CURB	2142 LF	12.00	25,704.00	12.00	25,704.00	9.00	19,278.00	0.00	0.00
119	REMOVE EXISTING CURB AND GUTTER	92 LF	14.00	1,288.00	15.00	1,380.00	11.00	1,012.00	0.00	0.00

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<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1045 SY	20.00	20,900.00	15.00	15,675.00	20.50	21,422.50	0.00	0.00
121	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	780.00	2,340.00	450.00	1,350.00	570.00	1,710.00	0.00	0.00
122	REMOVE EXISTING < 12 IN. DIAMETER PIPE	62 LF	30.00	1,860.00	20.00	1,240.00	40.00	2,480.00	0.00	0.00
123	SAWCUTTING CURB	125 EA	40.00	5,000.00	38.00	4,750.00	39.00	4,875.00	0.00	0.00
124	SAWCUTTING RIGID PAVEMENT	5887 LFI	1.40	8,241.80	1.25	7,358.75	1.50	8,830.50	0.00	0.00
125	SAWCUTTING FLEXIBLE PAVEMENT	28914 LFI	0.80	23,131.20	0.65	18,794.10	0.35	10,119.90	0.00	0.00
126	ROADWAY EXCAVATION INCL. HAUL	543 CY	31.00	16,833.00	25.00	13,575.00	42.50	23,077.50	0.00	0.00
127	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	33.00	1,980.00	25.00	1,500.00	61.50	3,690.00	0.00	0.00
128	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	48.00	2,880.00	18.00	1,080.00	57.00	3,420.00	0.00	0.00
129	PREPARATION OF UNTREATED ROADWAY	1128 SY	3.50	3,948.00	2.25	2,538.00	11.50	12,972.00	0.00	0.00
130	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1128 SY	3.00	3,384.00	4.00	4,512.00	4.00	4,512.00	0.00	0.00
131	CRUSHED SURFACING TOP COURSE	328 CY	56.00	18,368.00	33.00	10,824.00	72.00	23,616.00	0.00	0.00
132	CSTC FOR SIDEWALK AND DRIVEWAYS	284 CY	150.00	42,600.00	65.00	18,460.00	84.00	23,856.00	0.00	0.00
133	BALLAST	603 CY	50.00	30,150.00	35.00	21,105.00	85.00	51,255.00	0.00	0.00
134	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1351 SY	25.00	33,775.00	25.00	33,775.00	25.00	33,775.00	0.00	0.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	33 SY	90.00	2,970.00	115.00	3,795.00	122.50	4,042.50	0.00	0.00
136	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	31 SY	110.00	3,410.00	125.00	3,875.00	128.00	3,968.00	0.00	0.00
137	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	358 SY	120.00	42,960.00	65.00	23,270.00	61.50	22,017.00	0.00	0.00
138	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1017 SY	45.00	45,765.00	30.00	30,510.00	30.00	30,510.00	0.00	0.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
139	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	35.00	1,470.00	60.00	2,520.00	65.00	2,730.00	0.00	0.00
140	SOIL RESIDUAL HERBICIDE	1244 SY	5.00	6,220.00	2.00	2,488.00	1.15	1,430.60	0.00	0.00
141	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1727 SY	55.00	94,985.00	18.00	31,086.00	21.50	37,130.50	0.00	0.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	750.00	750.00	550.00	550.00	725.00	725.00	0.00	0.00
143	CATCH BASIN TYPE 1	1 EA	2,800.00	2,800.00	2,500.00	2,500.00	2,200.00	2,200.00	0.00	0.00
144	CATCH BASIN TYPE 3	1 EA	3,200.00	3,200.00	2,800.00	2,800.00	2,800.00	2,800.00	0.00	0.00
145	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME VANED GRATE	5 EA	1,000.00	5,000.00	850.00	4,250.00	695.00	3,475.00	0.00	0.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	8 EA	1,000.00	8,000.00	850.00	6,800.00	695.00	5,560.00	0.00	0.00
147	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	850.00	850.00	825.00	825.00	0.00	0.00
148	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER	1 EA	1,000.00	1,000.00	1,200.00	1,200.00	650.00	650.00	0.00	0.00
149	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	900.00	2,700.00	650.00	1,950.00	650.00	1,950.00	0.00	0.00
150	VALVE BOX AND COVER	4 EA	450.00	1,800.00	350.00	1,400.00	630.00	2,520.00	0.00	0.00
151	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	400.00	400.00	500.00	500.00	600.00	600.00	0.00	0.00
152	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	45.00	630.00	35.00	490.00	135.00	1,890.00	0.00	0.00
153	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	14 CY	65.00	910.00	35.00	490.00	55.00	770.00	0.00	0.00
154	TRENCH SAFETY SYSTEM	1 LS	*****	2,500.00	*****	1,500.00	*****	2,000.00	*****	0.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
155	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	75 LF	70.00	5,250.00	85.00	6,375.00	105.00	7,875.00	0.00	0.00
156	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	1,000.00	4,000.00	350.00	1,400.00	625.00	2,500.00	0.00	0.00
157	CONNECT 6 IN. - 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	850.00	850.00	1,500.00	1,500.00	625.00	625.00	0.00	0.00
158	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,500.00	*****	2,500.00	*****	3,500.00	*****	0.00
159	ESC LEAD	1 LS	*****	2,000.00	*****	500.00	*****	1,000.00	*****	0.00
160	INLET PROTECTION	90 EA	110.00	9,900.00	125.00	11,250.00	80.00	7,200.00	0.00	0.00
161	TOPSOIL TYPE A, 2 INCH THICK	953 SY	10.00	9,530.00	9.00	8,577.00	12.00	11,436.00	0.00	0.00
162	TOPSOIL TYPE A, TRAFFIC CIRCLES	73 CY	30.00	2,190.00	105.00	7,665.00	72.00	5,256.00	0.00	0.00
163	BASALT COBBLE MULCH, 8 - 12 INCH THICK	53 SY	20.00	1,060.00	65.00	3,445.00	30.00	1,590.00	0.00	0.00
164	HYDROSEEDING	205 SY	6.00	1,230.00	8.00	1,640.00	10.00	2,050.00	0.00	0.00
165	SOD INSTALLATION	748 SY	15.00	11,220.00	18.00	13,464.00	8.00	5,984.00	0.00	0.00
166	POTTED PLANT, 2 GAL.	15 EA	45.00	675.00	65.00	975.00	25.00	375.00	0.00	0.00
167	POTTED PLANT, 5 GAL.	8 EA	80.00	640.00	85.00	680.00	85.00	680.00	0.00	0.00
168	SWALE DRAIN PAD	1 SY	125.00	125.00	125.00	125.00	420.00	420.00	0.00	0.00
169	CURB DROP INLET	2 EA	180.00	360.00	195.00	390.00	1,500.00	3,000.00	0.00	0.00
170	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	45,000.00	*****	8,500.00	*****	0.00
171	CEMENT CONCRETE CURB	2963 LF	40.00	118,520.00	22.00	65,186.00	37.00	109,631.00	0.00	0.00
172	CEMENT CONC. CURB AND GUTTER	105 LF	40.00	4,200.00	60.00	6,300.00	42.00	4,410.00	0.00	0.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
173	TRAFFIC CIRCLE CEMENT CONCRETE CURB	229 LF	65.00	14,885.00	45.00	10,305.00	75.00	17,175.00	0.00	0.00
174	CEMENT CONCRETE DRIVEWAY	587 SY	80.00	46,960.00	65.00	38,155.00	90.00	52,830.00	0.00	0.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	211 SY	70.00	14,770.00	70.00	14,770.00	90.00	18,990.00	0.00	0.00
176	CHANNELIZING DEVICES - TYPE 4	1 EA	300.00	300.00	500.00	500.00	270.00	270.00	0.00	0.00
177	MODIFY FENCING	1 LS	*****	10,000.00	*****	6,500.00	*****	3,700.00	*****	0.00
178	CEMENT CONC. SIDEWALK	2429 SY	65.00	157,885.00	60.00	145,740.00	70.00	170,030.00	0.00	0.00
179	FLOW THROUGH SIDEWALK	1 LS	*****	3,000.00	*****	12,000.00	*****	3,350.00	*****	0.00
180	RAMP DETECTABLE WARNING	336 SF	30.00	10,080.00	30.00	10,080.00	23.00	7,728.00	0.00	0.00
181	PEDESTRIAN HYBRID BEACON SYSTEM	1 LS	*****	60,000.00	*****	35,000.00	*****	35,500.00	*****	0.00
182	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	20,000.00	*****	9,500.00	*****	10,500.00	*****	0.00
183	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	1,000.00	*****	6,500.00	*****	5,800.00	*****	0.00
184	DRIVER FEEDBACK SIGN - ROCKWOOD BOULEVARD	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
185	DRIVER FEEDBACK SIGN - FREYA STREET	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
186	DRIVER FEEDBACK SIGN - NORTHWEST BOULEVARD	1 LS	*****	30,000.00	*****	25,000.00	*****	21,500.00	*****	0.00
187	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 1	1 LS	*****	3,500.00	*****	3,500.00	*****	3,000.00	*****	0.00
188	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 2	1 LS	*****	20,000.00	*****	25,000.00	*****	23,500.00	*****	0.00
189	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS - DISTRICT 3	1 LS	*****	18,000.00	*****	9,500.00	*****	9,600.00	*****	0.00
190	REMOVAL OF EXISTING PAVEMENT MARKINGS	121 SF	4.50	544.50	20.00	2,420.00	20.00	2,420.00	0.00	0.00

<i>Project Number:</i> 2017046			<i>Engineer's Estimate</i>		LaRiviere Inc		Award Construction, Inc_			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Sales tax shall be included in unit prices					
191	PAVEMENT MARKING - DURABLE HEAT APPLIED	982 SF	10.00	9,820.00	10.00	9,820.00	10.00	9,820.00	0.00	0.00
192	PAVEMENT MARKING - PAINT	327 SF	11.00	3,597.00	2.00	654.00	1.50	490.50	0.00	0.00
193	WORD AND SYMBOL MARKING - DURABLE HEAT APPLIED	18 SF	200.00	3,600.00	225.00	4,050.00	225.00	4,050.00	0.00	0.00
194	PERMANENT DOT LANE MARKER 4X6	29 EA	5.00	145.00	17.00	493.00	20.00	580.00	0.00	0.00
195	TREMPORARY PAVEMENT MARKING - DISTRICT 3	1 LS	*****	500.00	*****	6,500.00	*****	1,000.00	*****	0.00
196	CEMENT CONCRETE STEPS	1 EA	550.00	550.00	215.00	215.00	1,200.00	1,200.00	0.00	0.00
197	REINFORCED DOWELED CURB	178 LF	25.00	4,450.00	40.00	7,120.00	50.00	8,900.00	0.00	0.00
198	TRAFFIC ISLAND CONCRETE	29 SY	80.00	2,320.00	85.00	2,465.00	115.00	3,335.00	0.00	0.00
199	TRAFFIC CIRCLE COLORED CONCRETE	43 SY	150.00	6,450.00	105.00	4,515.00	340.00	14,620.00	0.00	0.00
200	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5 FT. WIDE	24 LF	85.00	2,040.00	95.00	2,280.00	65.00	1,560.00	0.00	0.00
<i>Schedule Totals</i>				1,494,600.50		1,337,839.85		1,436,741.50		0.00

Project Number **2017046** **Cycle 7 (2017) Traffic Calming**

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
Engineer's Est	1,494,600.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,494,600.50
Bacon Concrete Inc	1,082,959.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,082,959.25
Cameron-Reilly LLC	1,267,673.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,267,673.25
William Winkler Compa	1,288,778.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,288,778.00
LaRiviere Inc	1,337,839.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,337,839.85
Award Construction, In	1,436,741.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,436,741.50

Low Bid Contractor: Bacon Concrete Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
Schedule 01	\$1,082,959.25	\$1,494,600.50	27.54 % Under Estimate
Bid Totals	\$1,082,959.25	\$1,494,600.50	27.54 % Under Estimate

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

06/03/2019

<u>Date Rec'd</u>	4/26/2019
<u>Clerk's File #</u>	OPR 2019-0392
<u>Renews #</u>	

Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	ERIC LESTER 625-6894	Project #	2016059
Contact E-Mail	ELESTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - DEPT. OF COMMERCE GRANT TO CITY OF SPOKANE		

Agenda Wording

Department of Commerce Grant to City of Spokane through the Local and Community Community Projects Program for South Gorge Trail Construction

Summary (Background)

At the request of local state legislators the WA State Commerce Department has awarded the City of Spokane grant monies as part of Commerce's 2017-2019 Direct Grant Program for Local and Community Projects. Funding is to be applied to the planned South Gorge Trail project as stipulated by the project's Recreation and Conservation Office (RCO) grant.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Revenue	\$ 242,500.00	# 3200 95136 99999 33422 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES May 20, 2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	elester@spokanecity.org	
<u>Additional Approvals</u>		icmaccounting@spokanecity.org	
<u>Purchasing</u>		kemiller@spokanecity.org	
<u>GRANTS &</u>	BROWN, SKYLER	mdavis@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 2,090.00

Select \$

Budget Account

4310 43387 94000 56501 99999

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	South Gorge Trail – WA State Commerce Dept. Grant
Date:	5/20/19
Author (email & phone):	elester@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	South Gorge Trail project charter, 6-year Comprehensive Street Plan, WA Department of Commerce Direct Grant Program
Strategic Initiative:	
Deadline:	June 1, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	City approval of grant agreement allowing for subsequent draw of grant funds as project costs are incurred.
<p><u>Background/History:</u> At the behest of local state legislators the WA State Commerce Department has awarded the City of Spokane grant monies as part of Commerce's 2017-2019 Direct Grant Program for Local and Community Projects. Funding is to be applied to the planned South Gorge Trail project as stipulated by the project's Recreation and Conservation Office (RCO) grant.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> July 2018: City notified it is recipient of the WA Commerce Department 2017-2019 Direct Grant Program for Local and Community Projects. Total value: \$242,500.00 Grant dollars are to be applied to design and construction costs directly associated with the City of Spokane's South Gorge Trail project. Funds may serve as required matching funds to Recreation and Conservation Office project grant funds. Funds to be applied to both phases of the South Gorge Trail, with Phase 1 construction in 2019, and Phase 2 construction scheduled for 2020. 	
<p><u>Budget Impact: \$242,500</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: WA State Dept of Commerce</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact: n/a</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



Department of Commerce

Grant to

City of Spokane

through

The Local and Community Projects Program

For

South Gorge Trail Construction

Start date:

January 19, 2018

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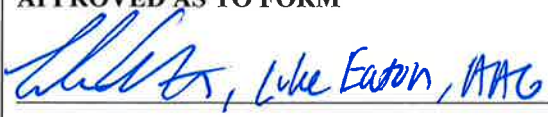
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Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

FACE SHEET

Grant Number: 18-96616-155

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit

1. GRANTEE City of Spokane 808 W. Spokane Falls Blvd. Spokane, Washington 99201		2. GRANTEE Doing Business As (optional)	
3. Grantee Representative Brandon Blankenagel (509) 625-6700 bblankenagel@spokanecity.org		4. COMMERCE Representative Emily Hafford Project Manager (360) 725-5001 Fax 360-586-5880 emily.hafford@commerce.wa.gov <div style="text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Grant Amount \$242,500.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 1/19/2018	8. End Date 6/30/2021
9. Federal Funds (as applicable) N/A		Federal Agency N/A	
		CFDA Number N/A	
10. Tax ID # 91-6001280	11. SWV # SWV0003387-47	12. UBI # 328-013-877	13. DUNS # N/A
14. Grant Purpose The outcome of this performance-based contract is for capital expenditures related to the design and construction of the South Gorge Trail, as referenced in Attachment A – Scope of Work.			
<p>COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process.</p>			
FOR GRANTEE _____ David Condon, Mayor, City of Spokane _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM  _____ 3.28.19 _____ Date	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Spokane (a unit of local government) hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 2, Section 1016, made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed \$242,500.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 18, hereof.

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

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- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

12. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision).

15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated in Section 1, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 19 (Recapture Provision).

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16. MODIFICATION TO THE PROJECT BUDGET

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 05-05, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

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The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2019 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

9. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

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- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title

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or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

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The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

16. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

18. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

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19. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

20. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

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24. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

25. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

26. RECAPTURE

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

27. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

28. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

29. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

30. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

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31. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

32. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

33. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

34. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

35. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

36. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience"

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

39. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

40. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funds awarded under this grant shall be used for capital expenditures related to the design and construction of the South Gorge Trail, located in Spokane.

Construction will include but not be limited to a 10-foot wide multi-use trail that will extend approximately 4,500 lineal feet, beginning at Peoples' Park Trail Head: 47.65571°N -117.45386°E and ending at Red Band Park (formally known as Glover Field Park): 47.65912°N - 117.43051°E. In addition, construction will also include trail head improvements at Peoples' Park, and stormwater mitigation.

When complete, the trail will provide adjacent neighborhoods and downtown visitors with a safe and scenic trail.

This project is expected to be completed in December, 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

Budget

Line Item	Amount
Architecture & Engineering	\$184,500.00
Site Acquisition	\$0.00
Construction	\$1,668,800.00
Capitalized Equipment	\$0.00
Construction Management	\$184,500.00
Other	\$0.00
Total Contracted Amount:	\$2,037,800.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

Certification of the Availability of Funds to Complete the Project

Non-State Funds	Amount	Total
City of Spokane	\$783,400.00	
Private Funding	\$30,000.00	
Total Non-State Funds	\$813,400.00	\$813,400.00
State Funds		
Recreation and Conservation Office Grant	\$981,900.00	
State Capital Budget	\$242,500.00	
Total State Funds		\$1,224,400.00
Total Non-State and State Sources		\$2,037,800.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

 GRANTEE

 TITLE

 DATE

Certification of the Payment and Reporting of Prevailing Wages

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of January 19, 2018, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**Certification of Intent to Enter the
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

GRANTEE

TITLE

DATE

NOT APPLICABLE

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

06/03/2019

<u>Date Rec'd</u>	5/17/2019
<u>Clerk's File #</u>	OPR 2019-0393
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVID STEELE 6256064	Project #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20555
Agenda Item Name	5900 - PARKING LOT MAINTENANCE - ARROW CONCRETE		

Agenda Wording

Master parking lot maintenance contract with Arrow Concrete for work to be completed in 2019.

Summary (Background)

In 2017 City staff oversaw pavement repair and maintenance efforts at 12 of the 75 facilities throughout the City of Spokane. In 2018 work was completed at 19 additional parking lots. Funding has been identified to allow for the completion of an additional \$200,000.00 worth of paving maintenance during the 2019 paving season. City staff released an RFB for the completion of this year's work in early 2019. This contract has been developed in a master contract format, providing the flexibility

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 200,000.00	# 5900 30210 42300 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>
<u>Division Director</u>	SANDERS, THERESA	<u>Other</u> SR/F&A 5/6/19
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	dstele@spokanecity.org
Additional Approvals		charris@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	publicworksaccounting@spokanecity.org
		kbustos@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

necessary to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Asset Management
Subject:	Parking Lot Maintenance Contract With Arrow Concrete
Date:	5/6/19
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	NA
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	Master parking lot maintenance contract for work to be completed in 2019
<u>Background/History:</u> <p>In 2017 City staff oversaw pavement repair and maintenance efforts at 12 of the 75 facilities throughout the City of Spokane. In 2018 work was completed at 19 additional parking lots. In both years, work was completed under \$200,000 master contracts managed through Asset Management and in coordination with each of the affected departments such as Fire, Police, Library, and Parks.</p> <p>Funding has been identified to allow for the completion of an additional \$200,000 worth of paving maintenance during the 2019 paving season. City staff released an RFP for the completion of this year's work in early 2019. The request for bids identified a list of the various common work items and associated unit costs for each. This format allows for the development of individual scopes of work for each unique location. This contract has been developed in a master contract format, providing the flexibility necessary to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.</p>	
<u>Executive Summary:</u> <p>-City staff is moving forward with plans to perform ongoing parking lot maintenance for City owned lots across various departments</p>	
<u>Budget Impact:</u> <p>Approved in current year budget? Yes No</p> <p>Annual/Reoccurring expenditure? Yes XX No</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? XX Yes No</p> <p>Requires change in current operations/policy? Yes XX No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **2019 OFF-STREET PARKING LOT
REPAIR AND MAINTENANCE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, whose address is PO Box 11133, Spokane, Washington 99211-1133 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is for the **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE** for the City; and*

WHEREAS, the Contractor was selected through RFB No. SW68-19 issued by the City.

-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

This Contract shall begin on May 6, 2019 and ends on November 31, 2019 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Contractor's Bid Proposal, Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Asset Management Department, 808 W. Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Spokane Water and Hydroelectric Services, and are incorporated into this Contract by reference, as if they were set forth at length.

6. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment bond and performance bond on the forms attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing

Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor 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. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. 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.

14. INDEMNIFICATION.

The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor 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.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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 Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

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

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the

completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;

- e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

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.

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**ARROW CONCRETE AND
ASPHALT SPECIALTIES, INC.**

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 Date

Assistant City Attorney Date

Attachments that are part of this Contract:

Exhibit A –Contractor's Bid Proposal

Payment Bond

Performance Bond

Exhibit B – Certification Regarding Debarment

19-071

BID PROPOSAL

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: 2019 CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE

The undersigned Bidder has examined the site, read and understands the specifications for the above project and agrees to comply with all applicable federal, state and local laws and regulations. The Bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the Contract documents. The Bidder proposes to do the project at the following bid item price:

Base Bid: **TOTAL DOLLAR AMOUNT OF ALL WORK UNDER THIS CONTRACT WILL NOT EXCEED \$200,000. Work will be prioritized by City.**

NOTE: Quantities below are estimates only for the purpose of determining low responsive bid. Payment will be made only for task orders requested and completed satisfactorily.

Item#	Line Item Description	Estimated Quantity	Price by	Unit Price	Total
1	Small Crack Clean, Prepare, Seal (Less than 1" in Width)	5,000	L.Ft	\$1.00	\$5,000.00
2	Large Crack Clean, Prepare, Seal (Greater than 1" in Width)	5,000	L.Ft	\$1.50	\$7,500.00
3	Surface Preparation and Fog Seal	40,000	Sq.Yd.	\$1.62	\$64,800.00
4	Surface Preparation and Slurry Seal	15,000	Sq.Yd.	\$4.80	\$72,000.00
5	Surface Preparation and Chip Seal	2,500	Sq.Yd.	\$7.20	\$18,000.00
6	Surface Preparation and Skin Patch	2,500	Sq.Yd.	\$31.50	\$78,750.00
7	Small Area Asphalt Digout and Replace (Individually less than 1 square yard)				
	A 2" Asphalt over 4" Compacted 5/8" Crushed (individually less than 1 square yard)	150	Sq.Yd.	\$90.00	\$13,500.00
	B 3" Asphalt over 6" Compacted 5/8" Crushed (individually less than 1 square yard)	150	Sq.Yd.	\$100.00	\$15,000.00
8	1" Asphalt Grind and Overlay	500	Sq.Yd	\$27.00	\$13,500.00
9	Cast in Place Concrete Removal and Replacement				
	A 4" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	150	Sq.Yd.	\$125.00	\$18,750.00
	B 6" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	150	Sq.Yd.	\$139.27	\$20,890.00

10	Standard Stall Striping	5,000	L.Ft	\$.65	\$3,250.00
11	Handicapped Stall Striping	15	Per Each	\$75.00	\$1,125.00
		TOTAL		\$332,065.00	

The Bidder acknowledges receipt of addendum number N/A and agrees that its requirements have been included in this Bid.

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. ARROWCA054NP
(must be in effect at time of bid submittal)

U.B.I. Number 601 619 703

Washington Employment Security Department Number 857730 00 8

Washington Excise Tax Registration Number A17 4730719

City of Spokane Business Registration Number T12011346BUS
(The successful Bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BY SUBMITTING THEIR BID, BIDDER CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST AND WILL NOT CONTRACT WITH CONTRACTORS THAT ARE ON THE STATE OF FEDERAL DEBARRED LIST. BIDDER ALSO AFFIRMS AND CERTIFIES THAT IT WILL COMPLY WITH AND NOTIFY ITS PRINCIPALS AND SUBCONTRACTORS OF THE PROVISIONS OF THE SPOKANE FAIR ELECTIONS CODE, CHAPTER 01.07, SMC.

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

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the Bidder is awarded the Contract and fails to enter into a construction Contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

COMPLETION TIME. The Bidder agrees to start the work under this Contract within ten (10) days of the local asphalt plants opening for the 2019 paving season and to substantially complete the specified work prior to the closing date of the local asphalt plants for the 2019 paving season.

CONTRACT TERM.

The period of performance of any Contract resulting from this Request for Bids is tentatively scheduled to begin on or about June 1, 2019 and to end on October 31, 2019.

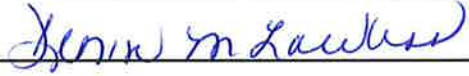
LIQUIDATED DAMAGES.

If individual task assignments are not completed within the stated completion time as defined in the task assignment, the Contractor agrees to pay to the City liquidated damages in the amount of \$ 250.00 for each and every day the work on that task assignment remains uncompleted.

CERTIFICATION OF WAGE COMPLIANCE.

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

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

FIRM NAME: Arrow Concrete & Asphalt Specialties, Inc.
SIGNATURE:  TITLE: Sec./Treas.
EMAIL denise@asphaltsupply.net PHONE: (509) 922-7847
ADDRESS: P. O. Box 11133 Spokane, WA 99211-1133

PAYMENT BOND

We, **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

**ARROW CONCRETE AND ASPHALT
SPECIALTIES, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

[illegible]

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **ARROW CONCRETE AND ASPHALT SPECIALTIES, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$20,000.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **2019 OFF-STREET PARKING LOT REPAIR AND MAINTENANCE**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

**ARROW CONCRETE AND ASPHALT
SPECIALTIES, INC.,
AS PRINCIPAL**

By: _____
Title: _____

_____,
AS SURETY

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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 certifies, 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.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

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

06/03/2019

<u>Date Rec'd</u>	5/15/2019
<u>Clerk's File #</u>	CPR 1981-0043
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 625-6774	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 THREE ARTS COMMISSION APPOINTMENTS		

Agenda Wording

Appointment of three members to the Arts Commission. Madison Bush 1/1/19 - 12/31/2020, Alan Chatham 1/1/19 - 12/31/2020, and Andrew Whitver to fill an unexpired term from 06/01/2019 - 12/31/2021.

Summary (Background)

Appointment of three members to the Arts Commission. Madison Bush 1/1/19 - 12/31/2020, Alan Chatham 1/1/19 - 12/31/2020, and Andrew Whitver to fill an unexpired term from 06/01/2019 - 12/31/2021.

<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>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	melissa@spokanearts.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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

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

06/03/2019

<u>Date Rec'd</u>	5/21/2019
<u>Clerk's File #</u>	CPR 1992-0059
<u>Renews #</u>	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 BICYCLE ADVISORY BOARD APPOINTMENTS		

Agenda Wording

Appointment of 4 members to the Bicycle Advisory Board each for a term of June 1, 2019 - June 1, 2022:
Jessica Engelman, Harrison Husting, Pablo Monsivais, Charles Otto Greenwood.

Summary (Background)

Appointment of 4 members to the Bicycle Advisory Board each for a term of June 1, 2019 - June 1, 2022:
Jessica Engelman, Harrison Husting, Pablo Monsivais, Charles Otto Greenwood.

<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>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	bblankenagle@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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

06/03/2019

Date Rec'd

4/25/2019

Clerk's File #

ORD C35770

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

JAY ATWOOD X7095

Project #Contact E-Mail

JATWOOD@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1640 - SBO FOR CAPITAL IMPROVEMENTS AT CCB

Agenda Wording

Amending ordinance C-35703 to provide for additional appropriations related to capital improvements at the Combined Communications Building (CCB).

Summary (Background)

Pursuant to an Interlocal Agreement re: CCB operations, which is codified in OPR 2003-0761, the CCB Site Council has responsibility for reviewing and approving the budget for the maintenance/operational and capital construction costs. The CCB Site Council unanimously approved the cost of capital improvements for the Combined Communications Building at its 12/20/18 meeting. A SBO is needed to fulfill the requests of the CCB Site Council.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 455,000

1640-35351-94000-56203-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study SessionDivision Director

FLEIGER, NATHAN

Other

PSCHC 05/06/19

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

jatwood@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kbustos@spokanecity.org

Additional Approvals

mormsby@spokanecity.org

Purchasing

aschmidt@spokanecity.org

ORDINANCE NO C35770

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Combined Communications Building Fund (CCB), 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 Combined Communications Building Fund, and the budget annexed thereto with reference to the Combined Communications Building Fund, the following changes be made:

FROM:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1640	CCB	1640-99999-99999-28660	Committed Fund Balance	455,000
			Total	455,000

TO:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1640	CCB	1640-35351-94000-56203	Building Improvements	455,000
			Total	455,000

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 recent decision of the CCB Site Council for electrical/mechanical system upgrades as well as an enhanced fire suppression system at the CCB, 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

Briefing Paper

Public Safety & Community Health

Division & Department:	CCB
Subject:	SBO
Date:	04/24/19
Contact (email & phone):	Jay Atwood, jatwood@spokanecity.org , X 7095
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
Strategic Initiative:	
Deadline:	05/13/19
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of SBO
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Pursuant to OPR 2003-0761, the Site Council has responsibility for reviewing and approving the budget for the maintenance/operational and capital construction costs. The CCB site council unanimously approved the cost of capital improvements for the Combined Communications Building at its 12/20/18 meeting.</p> <p>The capital improvements have been arranged for by Spokane Regional Emergency Communications (SREC), a new legal entity not related to the City of Spokane, Spokane County, or any other parties to the ILA. Therefore, the CCB funds will be paid directly to SREC.</p> <p>Although the CCB monies are held in a special revenue fund rather than a fiduciary fund, the intent/substance of the Interlocal Agreement (ILA) (OPR 2003-0761) is that the City is acting as the fiscal agent for the CCB. However, since there is insufficient budget authority in the CCB fund (Fund 1640), it will be necessary to do an SBO.</p>	

Special Meeting Minutes
Combined Communications Building Site Council
December 20, 2018 at 0720 hours.

Attendees:

Chief Brian Schaeffer, SFD
Chief Craig Meidl, SPD
Sheriff Ozzie Knezovich, SCSO
Amy McCormick, 911
Steve Reinke, SREC


Steve Reinke asked the CCB Site Council to approve the expenditures for the projects outlined in the Site Council packet, summarized as:

- An expenditure up to \$280,000 with Stantec to engineer electrical and mechanical system upgrades for the CCB.
- Expenditures up to \$175,000, which includes \$148,095 for Fire Protection Specialists, LLC for a clean agent fire suppression system and controls to protect the CCB communications equipment room, battery room, electrical room and fan room, and funding to hire a contractor to integrate the system into the CCB HVAC system.

Craig Meidl moved to approve the expenditures. Amy McCormick seconded. All were in favor. Motion carried.



Site Council Member



Site Council Member

minutes were approved on Thursday, February 7, 2019.

Executive Summary:

The CCB Site Council approved capital expenditures in the amount of \$455,000 for various building improvements that will ensure the safety of computer equipment and other mechanical systems.

There is insufficient budget to implement these capital improvements. A SBO is needed to fulfill the requests of the CCB Site Council. Since the City is acting as the fiscal agent for the CCB, the SBO is merely a formality to provide transparency to all interested parties.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

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

06/03/2019

Date Rec'd

5/13/2019

Clerk's File #

ORD C35777

Renews #Submitting Dept

INTEGRATED CAPITAL

Contact Name/Phone

BRANDON X6419

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

1500 - PATHS & TRAILS SBO

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane.

Summary (Background)

The City previously sold land (known as the KXLY property) near the southwest corner of South Regal and East Palouse Highway. The purchase and sale agreement stipulated that the City would set aside \$300,000 of the property sale to be used for trail development in the Southgate Neighborhood. This SBO will establish a budget in which these funds can be utilized.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 300,000

1500-99999-99999 - Undesignated Reserves

Expense \$ 300,000

1500-95849-95620-56501-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DAVIS, MARCIA

Study Session

PIES 5/20/19

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

bblankenagel@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mqureshi@spokanecity.org

Additional Approvals

nhamad@spokanecity.org

Purchasing

nzollinger@spokanecity.org

Korlob@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List

ORDINANCE NO C35777

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Paths & Trails 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 Paths & Trails Fund, and the budget annexed thereto with reference to the Paths & Trails Fund, the following changes be made:

FROM:	1500-99999 99999	Paths & Trails Undesignated Reserves	300,000
TO:	1500-95849 95620-56501	Paths & Trails Construction of Fixed Assets	<u>\$ 300,000</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 budget for trail development in the Southgate Neighborhood as stipulated in the original KXLY property sale, 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

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	6-Year Program Draft
Date:	5/20/19
Contact (email & phone):	bblankenagel@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Special Budget Ordinance to shift funds to Park Department's Southside Sports Complex project.
Background/History: KXLY property sale in preparation for eventual further development of the Southside Sports Complex included a stipulation that funds from the sale be utilized to build a trail as part of the development. The funds were accepted into the Paths and Trails fund. This SBO will transfer the funds to the Parks Department to fund the trail portion of the development project that is now ready to move forward.	
Executive Summary: <ul style="list-style-type: none"> • Stipulation of the KXLY property sale was to build a trail as part of the Southside Sports Complex development • Funds were held in the Paths and Trails fund, and are now being transferred to the Parks Department for that development. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts:	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

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

06/03/2019

<u>Date Rec'd</u>	5/13/2019
<u>Clerk's File #</u>	ORD C35778
<u>Renews #</u>	

Submitting Dept	GRANTS & CONTRACT MGMT	Cross Ref #	
Contact Name/Phone	SALLY STOPHER X6032	Project #	
Contact E-Mail	SSTOPHER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5500 - PURCHASING SBO TO BUDGET FOR A NEW ASSISTANT PROCUREMENT		

Agenda Wording

SBO to create a FTE in Purchasing for the hire of an Assistant Procurement Specialist to support the operational needs of the ITSD Department.

Summary (Background)

If approved, this SBO will allow for the hire of a new Assistant Procurement Specialist through standard Civil Service processes for dedicated support of ITSD procurement and contract management. This requested SBO will have a net zero impact to Citywide FTE as a vacant position in ITSD is deleted and the budget capacity will be moved to an IF expense line for payment to Purchasing.

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

Revenue	\$ 41,585.00	# 5500-76500-99999-34194-99999
---------	--------------	--------------------------------

Expense	\$ 41,585.00	# 5500-76500-18480-01740-99999
---------	--------------	--------------------------------

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STOPHER, SALLY	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance Committee
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	sstopher@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	lwilliams@spokanecity.org	

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Sustainable Resources

Division & Department:	Finance- Purchasing Department
Subject:	Special Budget Ordinance
Date:	05/20/2019
Contact (email & phone):	Sally Stopher sstopher@spokanecity.org 509-625-6032
City Council Sponsor:	
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Sustainable Resources Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	SBO to create a FTE in Purchasing for the hire of an Assistant Procurement Specialist to support the operational needs of the ITSD Department.
Narrative: - ITSD processed over 350 contracts and RFPs for services and department technology initiatives in 2018 and requests a dedicated and specialized procurement resource.	
Executive Summary: If approved, this SBO will allow for the hire of a new Assistant Procurement Specialist through standard Civil Service processes for dedicated support of ITSD procurement and contract management. This requested SBO will have a net zero impact to Citywide FTE as a vacant position in ITSD is deleted and the budget capacity will be moved to an IF expense line for payment to Purchasing.	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Transfer of budget capacity from a vacant FTE in ITSD to IF Purchasing expense; Purchasing will have IF Revenue to pay for the new FTE. Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impact: 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:	

ORDINANCE NO C35778

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the IT Fund and Purchasing & Stores 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 IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-73700	IT Fund	
	18810-01430	Computer Operations Manager (from 1 to 0 positions)	\$30,025
	18810-52310	Medical Insurance	6,731
	18810-52110	FICA	2,297
	18810-52210	Retirement	2,402
	18810-52320	Dental	20
	18810-52330	Life	20
	18810-52340	Disability	20
	18810-52400	Industrial Insurance	25
	18810-52600	Paid Family Medical Leave	45
			<u>\$41,585</u>
TO:	5300-73700	IT Fund	
	18810-54126	Purchasing Services	<u>\$ 41,585</u>

Section 2. That in the budget of the Purchasing and Stores Fund, and the budget annexed thereto with reference to the Purchasing and Stores Fund, the following changes be made:

FROM:	5500-76500	Purchasing & Stores Fund	
	99999-34194	Purchasing Services	<u>\$41,585</u>
TO:	5500-76500	Purchasing & Stores Fund	
	18480-01740	Assistant Procurement Specialist (from 1 to 2 positions)	30,025
	18480-52310	Medical Insurance	6,731
	18480-52110	FICA	2,297
	18480-52210	Retirement	2,402
	18480-52320	Dental	20
	18480-52330	Life	20
	18480-52340	Disability	20
	18480-52400	Industrial Insurance	25
	18480-52600	Paid Family Medical Leave	45
			<u>\$41,585</u>

Section 3. 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 hire an Assistant Procurement Specialist in the Purchasing & Stores Department to help the IT Department with their Purchasing needs, 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:**

06/03/2019

<u>Date Rec'd</u>	5/6/2019
<u>Clerk's File #</u>	RES 2019-0036
<u>Renews #</u>	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2019-0387
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - MILLIKEN VALVES		

Agenda Wording

Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. at an estimated cost of \$500,000 over 5 years, for June 1, 2019 through May 31, 2024.

Summary (Background)

RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure.

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

Expense	\$ 100,000.00	# 4320.43230.35148.53210
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		Tax & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Purchase and Sole Source Resolution of Plug Valves, Parts and Supplies
Date:	May 20 th , 2019
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	2019 operating budget
Strategic Initiative:	
Deadline:	June 1 st , 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. to supply Milliken plug valves, parts and supplies.

Background/History: RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure. The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

The Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. (Bellevue, WA) at an estimated cost of \$500,000 over 5 years for June 1, 2019 through May 31, 2024.

Executive Summary:

- **Impact** – In order to continue RPWRF and sewer lift station operations without interruption or significant cost impacts, plug valve standardization is beneficial and requested.
- **Action** – RPWRF is seeking Council approval to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. the only authorized dealer to supply plug valves, parts and supplies.
- **Funding** – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Department

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring KGS Northwest, LLC, (Bellevue, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a five (5) year period – approximately \$500,000, without public bidding.

WHEREAS, nearly all of the current valves and valve parts at the Riverside Park Water Reclamation Facility and at City lift stations are Milliken Valves and Valve Parts, and such Milliken Valves and Valve Parts have become the plant standard; and

WHEREAS, the same maintenance crew maintains the various lift stations throughout the City as well as the Reclamation Facility, where hundreds of Milliken plug Valves are in current use; and

WHEREAS, the standardization of valves and valve parts provides a benefit to the City of reduction of required parts inventory and reduction of training required for staff to maintain multiple brands of valves; and

WHEREAS, using standard valves and Valve Parts will eliminate the need to make piping modifications to accommodate size differences associated with other manufacturer's valves and further increases employee safety that comes with familiarity and standardization and decreases the time needed to make replacements and therefore decreases the time lift stations would be off-line; and

WHEREAS, decreased lift station time off-line decreases the risk of temporary pumping failure and potential spillage to the Spokane River; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, It is to the benefit of the City and its citizens to maintain standardization to further streamline future maintenance operations; and

WHEREAS, KGS Northwest, LLC, is the sole representative in the State of Washington for Milliken products; and

WHEREAS, the department anticipates the purchase of assorted valves and valve parts to be approximately \$500,000 over the next five (5) years, which exceeds the 2019 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Milliken Valves and Valve Parts a sole-source purchase through KGS Northwest, LLC; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Milliken Valves and Valve Parts in an amount not to exceed \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney

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

06/03/2019

Date Rec'd	5/6/2019
Clerk's File #	RES 2019-0037
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	OPR 2019-0388
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - ENDRESS + HAUSER		

Agenda Wording

Sole source resolution declaring Endress+Hauser universal, controllers, probes, parts and supplies sole source procurement and authorizing its purchase from Field Inst & controls, Inc. at an estimated cost of \$400,000 over 5 year.

Summary (Background)

RPWRF uses Endress+Hauser Universal controllers as Jacobs Engineering, incorporated E+H instrumentation into all the aspects of the NLT upgrade. We now have enough experience with EH to confirm that the equipment is of high quality and is dependable. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and troubleshooting.

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

Expense	\$ 80,000.00	# 4320.43201.35148.53502
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COSTER, MICHAEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 5/20/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	cwahl@spokanecity.org	
		Tax & Licenses	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five (5) year period – approximately \$400,000.00, without public bidding.

WHEREAS, Endress Hauser incorporates Bluetooth, HART and Ethernet communication across the product line and both the required programming and operator controls are straightforward and intuitive; and

WHEREAS, Jacobs Engineering, the firm responsible for the design and implementation of the Next Level of Treatment (NLT) project has standardized on Endress Hauser; and

WHEREAS, It is to our benefit to maintain that standardization to streamline future maintenance operations; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, this equipment notifies us if something isn't running correctly, by monitoring plant specific processes – for example if we have a flow monitor it reports that the flow is too high, or too low by sending us data that alerts us that something isn't right. This equipment monitors specific areas of the plant. This will keep us from discharging or having spills to ground etc

WHEREAS, Field Instruments & Controls Inc. is the sole representative for the States of Washington and Oregon for Endress Hauser's products; and

WHEREAS, the department anticipates the purchase of assorted universal controllers, probes, parts and supplies to be approximately \$400,000.00 over five (5) year; which exceeds the 2019 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Endress Hauser instrumentation a sole-source purchase through Field Instruments & Controls, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Endress Hauser Instrumentation - \$400,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Purchase and Sole Source Resolution of Controllers, Probes, Parts and Supplies
Date:	May 20 th , 2019
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	June 1 st , 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc. to supply Endress+Hauser universal controllers, probes, parts and supplies.
<p><u>Background/History:</u> RPWRF uses Endress+Hauser universal controllers because the joint ventures group, including Jacobs engineering, incorporated EH instrumentation into the all aspects of the NLT upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built. We now have enough experience with EH to confirm that the equipment is of high quality and is dependable. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and spare parts inventory. It also speeds up the troubleshooting process when something does go wrong.</p> <p>Sole Source Resolution declaring Endress+Hauser universal controllers, probes, parts and supplies sole source procurement and authorizing its purchase from the only authorized dealer, Field Instruments & controls, Inc. (Spokane, WA) at an estimated cost of \$400,000 over 5 years for June 1, 2019 through May 31, 2024.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – In order to continue without interruption or significant cost, each Aeration Basin has a controller that operates several different analytical probes, which are consumable. To not continue with EH would require purchasing new controllers of a different brand to match that brand's probe. This would not only be a large expense for the initial purchase; it would also require fabrication and installation of different mounting brackets and an additional number of items to keep in our inventory for spares. We would have the same situation throughout the plant for radar level measurements and possibly some of the pressure instrumentation. There is also the hidden cost of training Operations as well as maintenance personnel on the use and upkeep of a different brand. <u>Action</u> – RPWRF is seeking Council approval to authorize sole source procurement and authorizing its purchase from Field Instruments & Controls, Inc. the only authorized dealer to supply universal controllers, probes, parts and supplies. <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p>	

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:

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

06/03/2019

<u>Date Rec'd</u>	5/13/2019
<u>Clerk's File #</u>	RES 2019-0038
<u>Renews #</u>	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF THE ALLEY BETWEEN 3RD & I-90		

Agenda Wording

Resolution setting hearing before the City Council for July 1, 2019 for the vacation of the the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90

Summary (Background)

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

<u>Fiscal Impact</u>		Grant related?	NO	<u>Budget Account</u>	
		Public Works?	NO		
Neutral	\$			#	
Select	\$			#	
Select	\$			#	
Select	\$			#	
Approvals			Council Notifications		
<u>Dept Head</u>		BECKER, KRIS		<u>Study Session</u>	
<u>Division Director</u>		CORTRIGHT, CARLY		Urban Experience	
<u>Finance</u>		ORLOB, KIMBERLY		<u>Other</u>	
<u>Legal</u>		RICHMAN, JAMES		Distribution List	
<u>For the Mayor</u>		ORMSBY, MICHAEL		ebrown@spokanecity.org	
Additional Approvals			edjohnson@spokanecity.org		
<u>Purchasing</u>				kbecker@spokanecity.org	
				ccortright@spokanecity.org	
				dnorman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This is a 1yr contract from 7/19/19 - 7/18/20 for \$150,000.00.

Summary (Background)

The City can access reports though AutoPROCESS. Parking citations paid through ParkSimple & citations paid at Municipal Court go through Elavon daily. Those reports are sent by Municipal Court to City of Spokane accounting and put into Financial Management System via Treasurers Receipt. Loomis deposits payments daily. The monthly invoice the City pays varies by the number of citations written that month, the number of people who pay their tickets through ParkSimple online, and the number of out of state look ups. The hosting service amount does not change from month to month. Contract extension end date: July 18, 2020.

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



AGENDA SHEET FOR COUNCIL MEETING OF: June 3, 2019

Submitting Dept.
Engineering Services

Contact Person/Phone No.
Eldon Brown/625-6305

Council Sponsor

ADMINISTRATIVE SESSION

- o Contract
- o Report
- o Claims

LEGISLATIVE SESSION

- o Emergency Ord
- Resolution
- o Final Reading Ord
- o First Reading Ord
- o Special Consideration
- o Hearing

CITY PRIORITY

- o Communications
- o Economic Development
- o Growth Management
- o Human Services
- o Neighborhoods
- o Public Safety
- o Quality Service Delivery
- o Racial Equity/Cultural Diversity
- o Rebuild/Maintain Infrastructure

CLERK'S FILE

RENEWS

CROSS REF

ENG

BID

REQUISITION

STANDING COMMITTEES

(Date of Notification)

- o Finance _____
- o Neighborhoods _____
- Urban Experience Committee May 13, 2019

- o Public Safety _____
- o Public Works _____

Neighborhood/Commission/Committee Notified:

Action Taken:

AGENDA

WORDING:

Resolution setting hearing before the City Council for July 1, 2019 for the vacation of the the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90

BACKGROUND:

(Attach additional sheet if necessary)

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

RECOMMENDATION:

That the resolution be adopted

Fiscal Impact	o N/A	Budget Account:	o N/A
o Expenditure: \$		#	
o Revenue: \$		#	
o Budget Neutral			

ATTACHMENTS:

Include in Packets:

Map, Resolution, Report

SIGNATURES

Director, Engineering Services

Director, Public Works & Utilities

Accounting

Legal

For the Mayor

Council President

DISTRIBUTION:

See Attached

document2

COUNCIL ACTION:

R E S O L U T I O N

WHEREAS, on February 25, 2019, the Spokane City Council received a petition for the vacation of the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90, in the City of Spokane; and

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

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate the alley between 3rd & I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **July 1, 2019**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

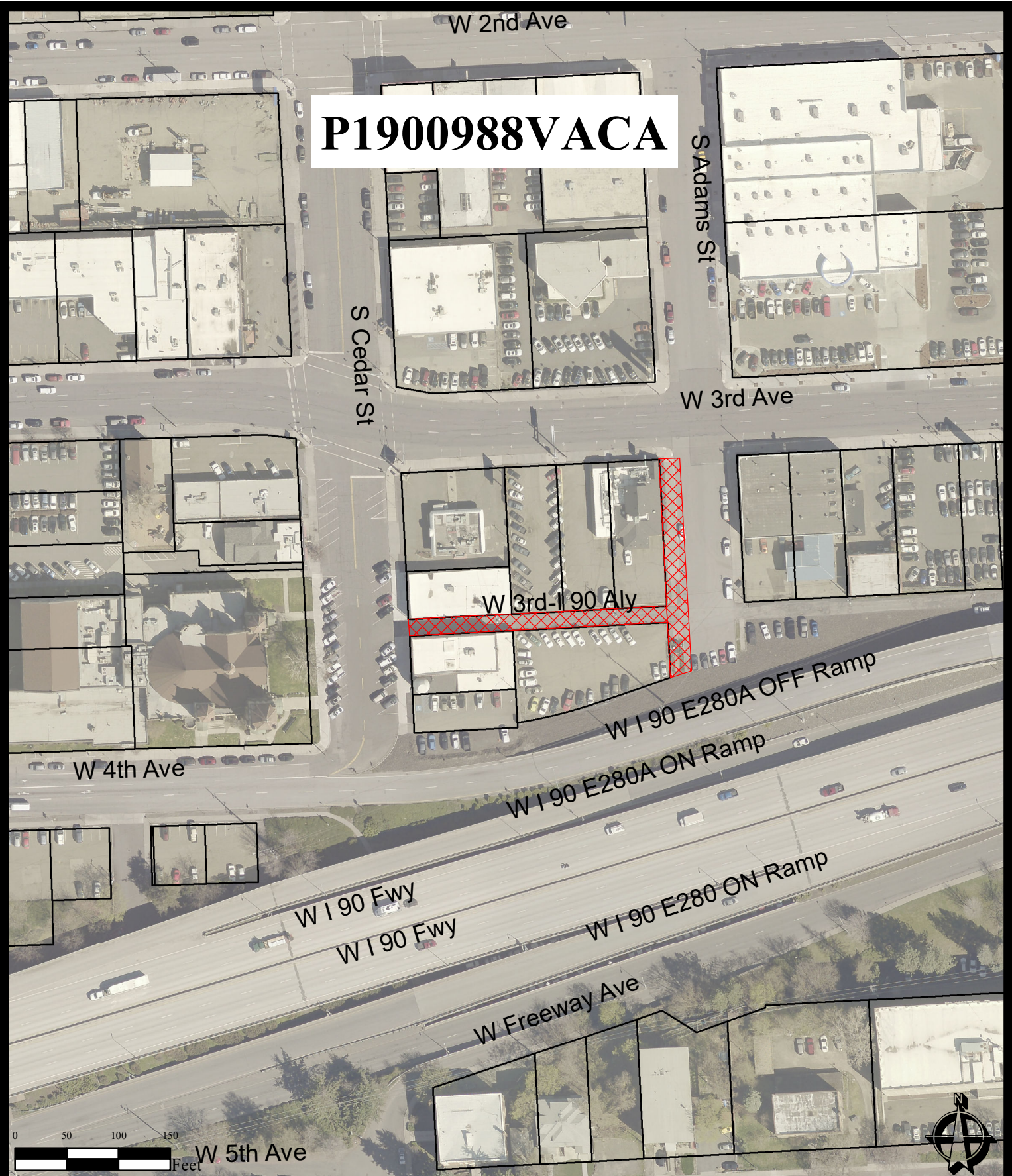
ADOPTED by the Spokane City Council, this _____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

P1900988VACA



Right-of-way Description:
The west 20 feet of Adams St. between
3rd and the freeway along with the alley
between 3rd and the freeway, from Cedar to Adams

Legend

 vacation

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.



South Adams west 20' + alley south of 3rd Ave. Vacation "NO COST" Justification

Background:

On the corner of 3rd and Adams in downtown Spokane, Volunteers of American (VOA) and their partners are proposing a unique development meeting the needs of two separate and distinct populations. The proposed 42,000+ square foot project will provide 60 units of new, permanent, supportive housing for extremely low income, homeless men and women who are struggling with multiple special needs. The main floor of the structure will provide a 100+ bed women's shelter meeting the needs of some of our community's most vulnerable members.

Because of the two distinct populations served and the need to design the space to accommodate unique needs, the footprint of the building needs to be optimized.

Security/Safety:

Neighbors around the subject property have voiced concerns about the current lack of neighborhood security and the issues of trash, graffiti, loitering, and crime. The existing alley south of Third Avenue and the area adjacent to the freeway, provide a well-traveled path, away from the more frequently traveled streets. This is a problem for the community. While not a unique situation, the developers and planners on the VOA project are seeking broad community support as they consider final design features. As a result, the neighborhood safety factors are paramount. Because the main floor hosts a shelter for vulnerable women often preyed upon by others, the security of the surrounding area is critical to the safe operation of this facility.

The neighborhood has come together with a plan to help address security concerns, which relies on site control. This is achieved by vacation of the alley, a thorough fencing plan including maintenance access gates, the provision of security staff at the VOA facility and coordination to help address these issues. All of these items come with a significant cost. VOA has taken on the role of overall security management and leadership because of the link to their mission and the needs of the shelter users.

The proposed building is designed with the neighborhood in mind and provides a proposed shelter entrance and courtyard to the rear of the building on the Interstate-90 side of the block. This design feature helps keep those most vulnerable more secure. The plan pushes foot and vehicular traffic to 3rd avenue where it can be more effectively monitored and accommodated.

Collaboration:

The Larry H. Miller Group (and their real estate holding company) has stepped forward in a positive way and agreements have been reached between Miller Group and VOA that will result in land trades to make for a better project for the VOA property and help with the security

concerns. Miller is “giving up” much more land than they are getting back albeit they are getting slightly more surface parking because of the improved land configuration.

Through ongoing conversations with adjacent property owners, one item of note has continued to surface: No adjacent property owner who might be a party to the vacation of either the alley or Adams is interested in participating in purchasing vacated lands if it costs them any money. They uniformly believe the lands in question, encumbered as they are, with severely restricted uses, structure limitations, utility locations, easement requirements, etc. have no value and in some cases have more liability associated with them. They also realize that taking on the additional lands will increase their property tax bill.

We have a neighborhood of adjacent property owners who will support the requested vacations and would agree to take over ownership of their respective lands but not if it costs them money to purchase (see attached email from property owner to the West of our site). Some see the requirement to participate in fencing as a burden that takes them to their limit of participation.

Value proposition:

Here is a look at the value considerations for different segments of the proposed vacations.

- 1) Alley vacation area on the west end of the block with properties fronting on Cedar.
 - a. The vacated area here is between two existing structures. The distance between the two structures is approximately 16’ leaving only the alley between the two buildings.
 - b. The alley along its entire length has a 12” wastewater in the center and other utilities are present.
 - c. If the alley is vacated it will be done with a “no build” easement, prohibiting future structures or encroachments into the 16’ former alley area. Also, access must be maintained for utility maintenance.
 - d. Each property owner in this area would receive the 8’ of alley on “their” side. Because of the deed restrictions, easements, access rights, etc. this land is of little use to the property owners, but the vacation make sense as a way to deal with security issues allowing the fencing plan to move forward.
 - e. As stated previously, the property owners in this area will be required to fence and gate the western end of the alley at their expense and will take on additional responsibility to keep in clean and safe.
- 2) The alley vacation area near the center of the block bordered on the north and south by lands owned by Miller Family Real Estate.
 - a. Many of the same issues above apply to this center piece except the existence of the two existing buildings referenced in 1a.
 - b. As a part of this overall transaction the Miller group has agreed to provide additional fencing along the western edge of their ownership.

- c. The Miller Family Real Estate has agreed to an exchange of lands with VOA resulting in VOA receiving a larger ownership area and Miller a smaller ownership.
- 3) Alley vacation area south of the proposed VOA building.
 - a. Same issues as above.
 - b. This area is proposed to be used as a courtyard and queuing area for Shelter customers. This is critical to the effective operation of the facility and addresses neighborhood concerns about activity that could otherwise occur on 3rd Ave.
 - c. As a part of the overall solutions VOA is proposing to expand the easement staging area for City access to the wastewater line. This additional area would be approximately 776 square feet and would expand the width of the wastewater easement area from the current 16' to 24' giving the City better access to its facilities.
- 4) The western 20' of S. Adams adjacent to the VOA ownership
 - a. This area is encumbered by a storm sewer which will need to be accommodated via VOA's development plan at VOA cost.
 - b. This land is not encumbered by the sort of other utilities that encumber the alley and hence it can be built upon with proper accommodations.
 - c. Arguably, this easement area has some value but the proposed transfer to a non-profit whose mission is meeting important needs for the most disadvantaged in our society.
 - d. The expanded building footprint accommodated by the 20' of S. Adams vacation allows the development to accomplish its purpose of serving the two distinct needs of a women's shelter and permanent, supportive housing for the chronically homeless.
 - e. The economics of the larger building allow more of those in need to be served AND allow the operator to cover the cost of on-site security.
 - f. As a part of the overall neighborhood plan, VOA is taking on the lead in security AND fence and gate maintenance to assure the security measure remain successful well into the future.
- 5) A separate vacation request will be made for the alley extending east from Adams to Jefferson.
 - a. The land restrictions noted under 1 above apply here as well.
 - b. This area is also critical to the fencing and security plan.

In summary, we are requesting that the City vacate the requested portions of city right-of-way at no cost to the applicants because the neighborhood worked together to help create a better project that meets an important community need and that the project will be hindered without the no-cost vacations. Charging for any of these vacated lands, will push the burden directly on VOA and thereby impact an important non-profit service provider. We hope City Council will treat the second vacation request in a similar manner because it is tied to these same issues.

Thank you for your time, your consideration and your service to our community. By working together, we can solve many of our communities most pressing issues.

Letter from Property Owners on West end of Block

Carlos Herrera <carlos@sdsrealty.com>

Wed 3/27/2019 4:39 PM

You

John,

We are willing to accept ownership of the southern 8' of the alley adjacent to our property provided there is **no cost** to accepting said ownership. The property has very little value to me as a property owner and it has been a liability. The city does not clean or patrol the alley. We constantly must clean it and remove needles and garbage. Our building is constantly vandalized from the alley as it is easy for people to hide.

I have spoken with the owners of the building on the north side of the alley (311 S Cedar) and they agree that the only way we will accept responsibility and ownership for the alley is if there is no purchase price cost.

Thanks for your consideration,

Carlos Herrera
General Manager
Brokerage & Property Management
SDS Realty Inc.
108 N Washington Suite 600
Spokane WA 99201
Cell: (509) 714-2593
Fax: (509) 624-1711
Email: carlos@sdsrealty.com



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 22, 2019

City Clerk File No.:
ORD C35759
CR: OPR 2019-0280

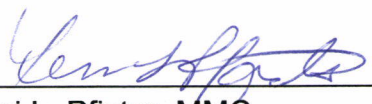
COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

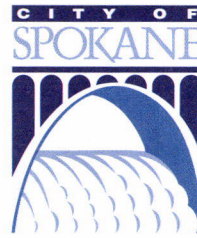
During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, April 22, 2019, as it pertains to Ordinance C35759, Council Member Mumm indicated a potential conflict was found because road standards are not spelled out in the agreement (with the County). She stated there is a requirement in the UGA to meet public road standards and those standards might be different for the future City of Spokane than the County. To make sure the City is very clear on what its requirements are going to be inside its UGA, she requested a deferral of Final Reading Ordinance C35759 for a month. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Stratton, **to defer** Final Reading Ordinance C35759 (reformulating the Northeast Public Development Authority and approving its charter and bylaws) for one month *(to June 3, 2019); **carried 5-1 (Council Member Fagan voting "no" and Council Member Burke absent).**

(Clerical Note: Monday, May 28, 2019, is Memorial Day and the Tuesday, May 28, 2019, regularly scheduled meeting is canceled; and so Ordinance C35759 is deferred to June 3, 2019)



Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 15, 2019

City Clerk File No.:
ORD C35759
CR: OPR 2019-0280

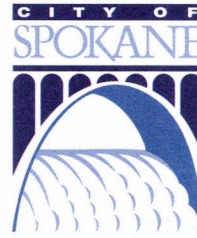
COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During its 6:00 p.m. Legislative Session held Monday, April 15, 2019, the Spokane City Council considered Final Reading Ordinance C35759 reformulating the Northeast Public Development Authority and approving its charter and bylaws. Subsequent to Council and staff discussion, the following action was taken:

Motion by Council Member Mumm, seconded by Council Member Kinnear, **to defer** for one week (and place on PIES Committee); **carried 5-1 (Council Member Fagan voting "no" and Council Member Burke absent).**

Terri L. Pfister, MMC
Spokane City Clerk



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

April 8, 2019

City Clerk File No.:

OPR 2019-0280

ORD C35759

COUNCIL ACTION MEMORANDUM

RE: INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and RELATED FIRST READING ORDINANCE C35759 REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

During the Spokane City Council's 3:30 p.m. Briefing Session held Monday, April 8, 2019, Council President Stuckart requested a motion to first suspend Council Rules and then move the Interlocal Agreement between the City of Spokane and Spokane County regarding reformation of the Northeast Public Development Authority to the April 15, 2019, Current Agenda, so it can appear on the agenda for the Finance Committee next week. The following action was taken:

Motion by Council Member Fagan, seconded by Council Member Mumm, to suspend the Council Rules; **carried unanimously.**

Council President Stuckart then called for a motion to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8th agenda to April 15th agenda. The following action was taken:

Motion by Council Member Mumm, seconded by Council Member Fagan, to add Ordinance C35759 to first readings on the April 8 agenda and second reading on April 15 and to add (Current) Consent Item No. 15 (Interlocal Agreement with Spokane County) from the April 8th agenda to April 15th agenda; **carried unanimously.**

At the City Council's 6:00 p.m. Legislative Session held April 8, Ordinance C35759—reformulating the Northeast Public Development Authority and approving its charter and bylaws—was read for the first time, with further action deferred.

Terri L. Pfister, MMC
Spokane City Clerk

ORDINANCE NO. C35759

AN ORDINANCE REFORMULATING THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City initially created and established the Northeast Public Development Authority in November 2011 (ORD C-34813) to assist in providing economic development to the northeast portion of the City and provide economic stimulus and benefit the entire city and region. As a result of this Agreement between the Parties the prior PDA shall cease to operate; and

WHEREAS, Spokane County would like to participate and incorporate additional property to include the joint planning areas and UGA land north and east of the City boundaries; and

WHEREAS, the current PDA needs to be reformulated and revised to allow for additional property and inclusion of the County; and

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the reformation of the Northeast Public Development Authority for the purpose of which is to realign resources, property and services to facilitate economic development and operation of the Northeast Public Development Authority; and

WHEREAS, the City Council hereby further finds that the reformation of the Northeast Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the Northeast area of Spokane County:--
Now, Therefore,

The City of Spokane does ordain as follows:

1. That the Northeast Public Development Authority is hereby reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated ____; and

2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the reformed Northeast Public Development Authority; and

3. That the attached Charter and Bylaws for the reformed Northeast Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**AMENDED CHARTER OF THE
NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

Revised: _____

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AMENDED CHARTER OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

Section 1.1 Name. The name of this Authority shall be the NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

ARTICLE II

Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 - [REDACTED] 757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING THE REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The Northeast Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such

corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority

ARTICLE III

Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City and County in their ability to improve the economic conditions consistent with RCW 36.01.085 and RCW 35.21.703 in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally

Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
 - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
 - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
 - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
 - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
 - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members

of Congress, state legislators, city council members and county commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
 - a. in good faith on behalf of the Authority, and
 - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- a. Permanent Board Members:
 - i. Two City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council.,
 - ii. Two County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and
- b. At-large Business Representative:
 - i. Three at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above subparagraph 6.1.

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City or County. At-large Business Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Permanent board members may only be removed from the Authority Board upon their departure from the City or County. At-large board members shall be removed upon the expiration of their term.

ARTICLE VII

Meetings

Section 7.1 Board Meetings.

The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE VIII

Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

ARTICLE X

Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall give notice of the

issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall be distributed pursuant to the Interlocal Agreement

ARTICLE XII

Approval of Charter

APPROVED by Ordinance No. _____ adopted by the City Council of the City of Spokane, Washington on _____, _____, 2019.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by Resolution No. _____ adopted by the Board of County
Commissioners of Spokane County, Washington on _____, _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

AMENDED BYLAWS OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

"Authority" means the Northeast Public Development Authority organized and reformed pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

1.2 Electronic Transmission

"Electronic transmission" means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

1.3 Written Notice

Any "written notice" may be given by electronic transmission.

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is _____Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

3.2 Number and Qualification

There shall be seven (7) voting directors of the Authority's Board.

The Board shall be composed of four (4) permanent Board members and three (3) at-large Board members as follows:

a. Permanent Board Members:

- i. Two (2) City appointments comprised of one elected official and one administrative position nominated by the Mayor and appointed by the City Council,

- ii. Two (2) County appointments comprised of one elected official and one administrative position selected by the County Commissioners, and

b. At-large Business Representative:

- i. Three (3) at-large business representatives who will be selected by the four (4) permanent Board Members as described in the above sub-paragraphs 3.2.

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City or County. The at-large business representatives will serve three (3) year terms, or as otherwise designated by a majority of the Permanent Board Members.

3.4 Duties of a Director

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

3.5 Regular & Special Meetings

The Board shall meet as necessary, but not less than two (2) meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

3.5.1 Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

3.5.2 Parliamentary Authority

Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

3.5.3 Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

3.5.4 Applicability of General Laws

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

3.6 Quorum

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

3.7 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

3.8 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

3.10 Board Committees

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

3.10.1 Advisory Committees

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

3.12 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING REFORMATION OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY," the Amended Charter OF THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY and these Bylaws.

3.13 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically

authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.3 Chair

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

4.4 Vice-Chair

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

4.5 Treasurer

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

4.6 Secretary

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

4.7 Temporary Transfer of Powers and Duties

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

5.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

5.5 Loans to Directors and Officers

No loans shall be made by the Authority to any officer or to any director.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

6.2 Fiscal Year

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

6.3 Amendments to these Bylaws

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

6.4 Form of Seal

The seal of the Authority shall be a circle with the name "Northeast Public Development Authority" inscribed therein.

6.5 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.7.

These Bylaws approved by City of Spokane Ordinance No. ____, adopted by the Spokane City Council on _____, 2019 and approved by the Spokane County Resolution No. ____, adopted by the Board of County Commissioners on _____, 2019.

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

MARY KUNEY, Chair

AL FRENCH, Vice Chair

JOSH KERNS, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2019, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2020, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase to the PDA, and the remaining 25% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2019, 75% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2019 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2020. 75% of any increase in the Leasehold Tax within the PDA TCA between 2019 and 2020 will be distributed to the PDA. The remaining 25% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 75% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.

Adams & Clark, Inc.

1720 W. Fourth Ave. • Spokane, WA 99201 • (509) 747-4600 • Fax (509) 747-8913 • adamsandclark.com

LEGAL DESCRIPTION NEPDA Boundary

(Prepared by Adams & Clark, Inc.)

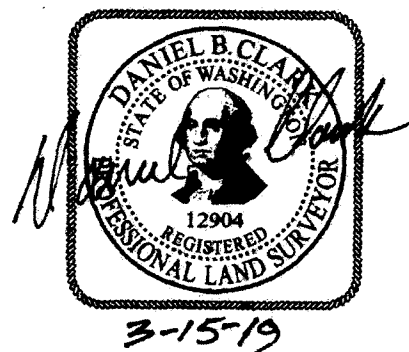
That portion of Section 20, that portion of the S1/2 of Section 21, that portion of the S1/2 of Section 22, that portion of Section 27, that portion of Section 34, and that portion of Section 25, all in Township 26 North, Range 43 East, W.M., that portion of Section 2 and that portion of the N1/2 of Section 3, all in Township 25 North, Range 43 East, W.M., all in Spokane County, Washington, lying within the following described boundary:

BEGINNING at the intersection of the centerline of Nevada Street and the south right-of-way line of Magnesium Road on the east-west centerline of said Section 20; thence easterly, along the north line of the S1/2 of said Section 20, also being said south right-of-way line of Magnesium Road, to the east quarter corner of said Section 20; thence continuing easterly, along the north line of the S1/2 of said Section 21, to the east quarter corner of said Section 21; thence easterly, along the north line of the S1/2 of said Section 22, to the northeast corner of Spokane County Short Plat 87-520; thence southerly, along the east line of said Spokane County Short Plat 87-520, to the centerline of Freya Street; thence northeasterly, southeasterly, and southwesterly, along said centerline of Freya Street, to the intersection with the centerline of Lincoln Road, said centerline of Lincoln Road also being on the south line of said Section 22; thence easterly, along said centerline of Lincoln Road and said south line, to the centerline of Yale Road; thence southerly to the intersection of Weile Avenue, said intersection being on the south line of the NE1/4 of said Section 27; thence westerly to the centerline of vacated Yale Road (also known as Rouse Street); thence southerly, along the said vacated Yale Road (Rouse Street) and southerly along the centerline of Yale Road (Rouse Street), to the centerline of Lyons Avenue; thence easterly, along said centerline of Lyons Avenue, to the east line of Pinehurst Park Addition to Hillyard, a point on the north line of the S1/2 of the SE1/4 of said Section 27; thence easterly, along said north line, to the east line of said Section 27, also being the centerline of Havana Street; thence southerly, along said east line of Section 27 and said centerline of Havana Street, to the southeast corner of said Section 27; thence easterly, along the north line of said Section 35, to the east line of the W1/2 of the NW1/4 of said Section 35; thence southerly, along said east line of the W1/2 of the NW1/4 of said Section 35, to the southeast corner of said W1/2 of the NW1/4 of Section 35; thence southerly, along the east line of the W1/2 of the SW1/4 of said Section 35, to the southeast corner of the NW1/4 of the SW1/4 of said Section 35, also being a point on the centerline of Custer Street; thence southerly, along said centerline of Custer Street, to the southeast corner of the SW1/4 of the SW1/4 of said Section 35, a point in Valley Springs Road; thence easterly, along the south line of said Section 35 and along the centerline of Valley Springs Road, to the south quarter corner of said Section 35; thence continuing along the centerline of Valley Springs Road to a point on the east line of the west 200 feet of the NE1/4 of said Section 2; thence southerly, along said east line of the west 200 feet, to an angle point on the west line of Parcel F of Record of Survey filed in Book 26, Page 43 of Spokane County records, said point lying N0°00'08"W 396.00 feet from the south line of the NE1/4 of said Section 2; thence, along the west line of said Parcel F, the following four (4) calls from said Record of Survey:

- 1) N89°57'47"E 100.00 feet;
- 2) S0°00'08"E 150.00 feet;

- 3) S89°57'47"W 100.00 feet;
- 4) S0°00'08"E 246.00 feet to the south line of the west 200 feet of the NE1/4 of said Section 2;

thence easterly, along said south line of the NE1/4 of said Section 2, to the northeast corner of the NW1/4 of the NW1/4 of the SE1/4 of said Section 2; thence southerly, along the east line of said NW1/4 of the NW1/4 of the SE1/4 to the southeast corner thereof; thence westerly, along the south line of said NW1/4 of the NW1/4 of the SE1/4 to the southwest corner thereof; thence southerly, along the west line of the SE1/4 of said Section 2, to a point 165.00 feet north of the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, parallel to the south line of the N1/2 of the SW1/4 of said Section 2, 528.01 feet; thence southerly, parallel to the east line of the SW1/4 of said Section 2, 165.00 feet to the south line of the N1/2 of the SW1/4 of said Section 2; thence westerly, along the south line of the N1/2 of the SW1/4 of said Section 2, to the west line of said Section 2; thence northerly, along the west line of said Section 2, to the west quarter corner of said Section 2; thence northerly, along said west line of said Section 2 and the east line of said Section 3, to a point on the centerline of Havana Street on the south line of Block 7 of Hillyard Orchard Heights Addition; thence westerly, along the south line of Block 7 of said Hillyard Orchard Heights Addition, to the southwest corner of said Block 7; thence northerly, along the west line of said Block 7, to the centerline of Rich Avenue; thence westerly, along said centerline of Rich Avenue, to the north-south centerline of said Section 3; thence southerly, along said north-south centerline of said Section 3, to the south line of the N1/2 of said Section 3; thence westerly, along said south line of the N1/2 of said Section 3, to the centerline of the southbound lanes of Market Street; thence northerly, along the centerline of the southbound lanes of the Market Street-Haven Street arterial, as illustrated on the attached Exhibit "A", through the N1/2 of said Section 3 and through said Section 34, to the north line of said Section 34 at the intersection of Market Street and Francis Avenue; thence, continuing northerly along the centerline of Market Street, through said Section 27 to the north line of said Section 27 at the centerline of Lincoln Road; thence westerly, along said centerline of Lincoln Road, along the north line of said Section 27, along the south line of said Section 21, and along the south line of said Section 20, to the centerline of Nevada Street; thence northerly, along the centerline of Nevada Street, to the north line of the S1/2 of said Section 20 and the south right-of-way line of Magnesium Road, the **POINT OF BEGINNING**.



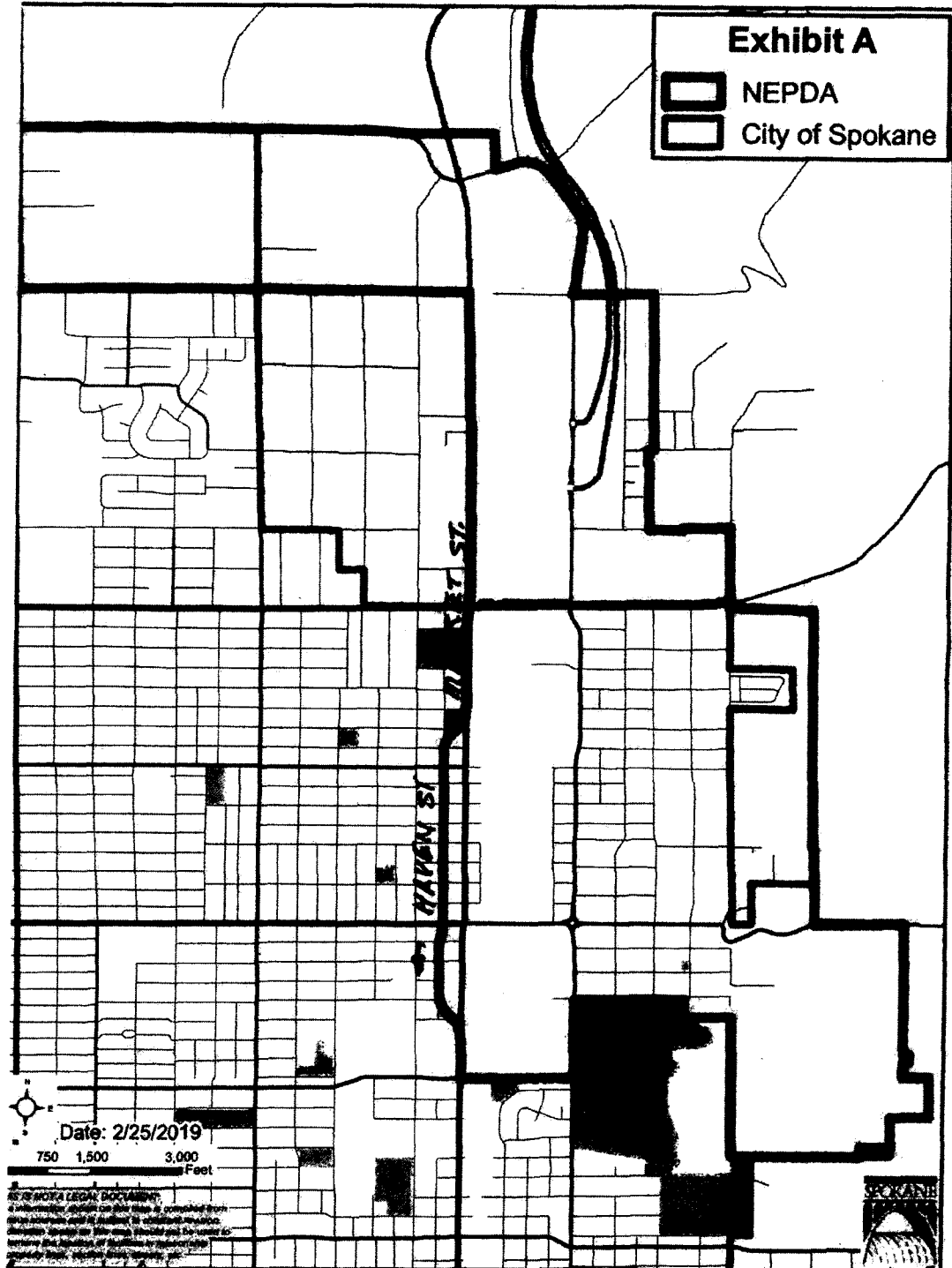




Exhibit A

-  NEPDA
-  City of Spokane

Date: 2/25/2019

750 1,500 3,000 Feet

NEPDA'S LEGAL DOCUMENTS
A public hearing was held on the day of completion
of the NEPDA and it was found that the NEPDA
is in compliance with the requirements of the
City of Spokane and the State of Washington
and that the NEPDA is a valid and legal entity.

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 17, 2019

TO: Eric Johnson
Engineering Services

Clerk's File No.
ORD C35772

FROM: Terri Pfister, City Clerk

RE: Ordinance C35772 vacating portions of Erie and Denver Streets.

Attached is a copy of Ordinance C35772 for vacation of:

portions of Erie and Denver Streets.

This ordinance was read for the first time on May 13, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

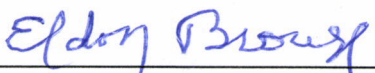


City Clerk

5/17/19

Date

Precedent conditions have been met and Ordinance C35772 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 5/17/19



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

May 13, 2019

City Clerk File No.:
ORD C35772
CR: RES 2019-0025

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF PORTIONS OF DENVER AND ERIE STREETS
AS PART OF A CITY OF SPOKANE STORMWATER PROJECT and RELATED
FIRST READING ORDINANCE C35772

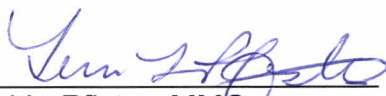
During its 3:30 p.m. Administrative Session held Monday, May 13, 2019, upon review of the May 13, 2019, Current Agenda, the Spokane City Council took the following action:

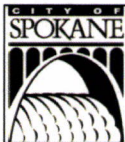
Motion by Council Member Fagan, seconded by Council Member Mumm,
to substitute Ordinance C35772 with updated version (including updated
vacation report); **carried unanimously.**

At the 6:00 p.m. Legislative Session held May 13, the City Council held a hearing on the above-described vacation. Subsequent to Council and staff discussion, and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated May 8, 2019), the vacation of portions of Denver and Erie Streets as part of a City of Spokane stormwater project.

In conjunction with the hearing, Ordinance C35772 (as amended)—vacating portions of Denver Street and Erie Street—was read for the first time, with further action deferred.


Terri L. Pfister, MMC
Spokane City Clerk

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

05/13/2019

Date Rec'd

5/2/2019

Clerk's File #

ORD C35772

Renews #**Cross Ref #**

RES 2019-0028

Submitting Dept

DEVELOPER SERVICES CENTER

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

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

Hearings

Requisition #**Agenda Item Name**

4700- VACATION OF PORTIONS OF DENVER AND ERIE STREETS

Agenda Wording

Vacation of portions of Denver and Erie Streets as part of a City of Spokane Stormwater Project.

Summary (Background)

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

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

DUVALL, MEGAN

Study Session

Public Safety 3/15/19

Division Director

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

DALTON, PAT

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

ccortright@spokanecity.org

korlob@spokanecity.org

dnorman@spokanecity.org

sbishop@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

5/13/19
AND FURTHER ACTION WAS DEFERRED

[Signature]
CITY CLERK

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35772

An ordinance vacating portions of Denver Street and Erie Street as described below,

WHEREAS, pursuant to Resolution 2019-0022, the City Council initiated the vacation of portions of Denver Street and Erie Street and more particularly described below, and a hearing has been held on the resolution 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. Those portions of Denver Street and Erie Street, lying within the Southeast quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian and more particularly described below is hereby vacated. Parcel number not assigned.

A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR DENVER STREET LYING BETWEEN BLOCKS 20 AND 21 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 20 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EAST LINE OF SAID BLOCK 20, SOUTH 02°12'26" EAST 307.75 FEET; THENCE LEAVING SAID EAST LINE OF BLOCK 20, NORTH 76°12'13" EAST 76.56 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 21; THENCE ALONG SAID WEST LINE, NORTH 02°12'26" WEST 292.35 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 21; THENCE SOUTH 87°48'27" WEST 75.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR ERIE STREET LYING BETWEEN BLOCKS 19, 20 AND 24 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING SOUTH OF TRENT AVENUE AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19, NORTH 35°55'33" E 120.32 FEET TO THE **TRUE POINT OF BEGINNING**, BEING THE SOUTHERLY MOST CORNER OF LOT 7 OF SAID BLOCK 19; THENCE LEAVING SAID EASTERLY LINE, SOUTH 32°52'10" EAST 30.93 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 33°12'48" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°08'06", 103.88 FEET TO A POINT OF TERMINUS ON THE WEST LINE OF SAID BLOCK 24, FROM WHICH SAID SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 BEARS SOUTH 56°17'41" WEST 215.48 FEET.

Section 2. The City retains and reserves easements over, under, across and through the entire vacated area of Erie Street for Avista Utilities, CenturyLink, Zayo Electric, and the City of Spokane to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer. Upon a sale or other transfer of ownership of Union Gospel Mission's adjoining property, or any portion thereof, title to portions of Erie Street vacated by this Ordinance shall revert to and vest in the City of Spokane at no cost or expense to the City, and Union Gospel Mission ("UGM") and/or its successors and assigns shall execute such documents as are reasonably necessary to transfer title to the City, including a quit claim deed to those portions of Erie Street vacated hereunder. Notwithstanding the foregoing, the following events shall not be considered a "transfer" or "sale" of vacated Erie Street and shall not trigger the vesting of vacated Erie Street in the City of Spokane:

- a) Transfer of vacated Erie Street to an entity wholly owned by UGM that continues to fulfill UGM's current mission;
- b) The granting of an easement or license across all or a portion of vacated Erie Street; or
- c) The voluntary or involuntary transfer of a portion of vacated Erie Street to a governmental entity.

Section 3. The City retains and reserves easements over, under, across and through

the entire vacated area of Denver Street for the City of Spokane and Avista Utilities to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer.

Section 4. The City retains and reserves an easement over, under, through and across the north 45 feet of vacated Erie Street for the Washington State Department of Transportation for the construction, repair, and maintenance of public utilities and services to include without limitation of the construction and maintenance of the Trent Bridge and related appurtenances and utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

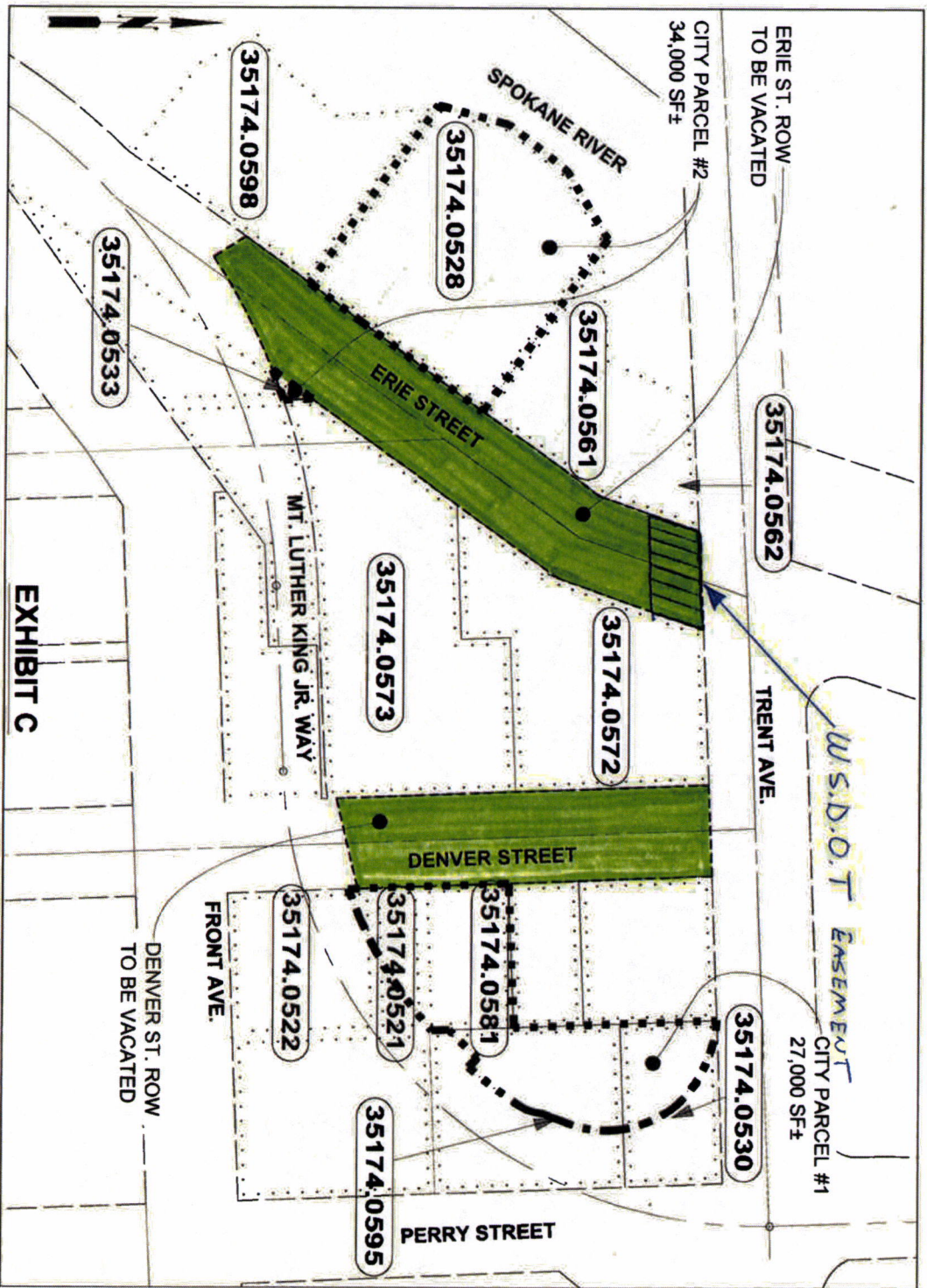


EXHIBIT C



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
May 8, 2019**

LOCATION: Portions of Denver and Erie Streets south of Trent and west of Perry.

PROPONENT: City of Spokane Engineering Design

PURPOSE: Land Swap with Union Gospel Mission for a stormwater project.

HEARING: May 13, 2019

REPORTS:

AVISTA UTILITIES – I have reviewed the vacation request and Avista will request an easement to be reserved in entire vacated areas for existing and future gas and electrical distribution lines and down the requested vacations.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation.

ZAYO COMMUNICATIONS – Zayo has no objections and or comments.

CENTURYLINK – CenturyLink has cable facilities in the right-of-way on Erie Street and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed. We have no issues with Denver Street.

INTEGRATED CAPITOL MANAGEMENT – There are also sewer and storm pipes that will need an easement.

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES – Regarding the drainage for right-of-way property swap with Union Gospel Mission on Trent: seems reasonable to me if UGM is ok with it.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – Make sure there is access from the sidewalk along the Trent Bridge to the pathway along the river.

PLANNING & DEVELOPMENT – PLANNING – No concerns with the actual vacation, just the specifics afterwards. The requirement to aggregate parcels is necessary to ensure that we are not land locking parcels. Are we doing a land swap with UGM and the City owned parcel (35174.0528)? Otherwise this could become land locked.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – The only container we pick up there would be a compactor that belongs to the Union Gospel Mission. I believe we use the existing streets currently to access it. I also believe the compactor is stationary and not something someone could push out to us. If the current access to the Union Gospel Mission property was to change or the compactor was moved, Solid Waste Collection would need a site plan to review showing the new location of the compactor and vehicle access to it.

STREET DEPARTMENT – We have reviewed the proposal for the City to utilize a portion of Union Gospel Missions property for a storm water project by the vacation of Erie St. and Denver St., Trent Ave to MLK Blvd. and the Street Department has no objections to the proposed vacations.

WASTEWATER MANAGEMENT – Wastewater management has a number of assets in the proposed vacation area.

On Erie there is a 42" Sanitary Main and a 24" storm main. The 42" sanitary is between 22' and 29' deep. There is also a storm water overflow tank slated to be build in or close to that area.

Because of all this, we oppose the vacation of the Erie right of way. If it is vacated, then we would require a minimum of full width, no build easement with 24 hour access for the vacated area to provide maintenance and repair access to the sanitary and storm mains and the future tank. Note that usually we request only a 30' easement around the assets in question. Due to the size and depth of these pipes and the presence of the proposed tank, only a full width easement will be appropriate. Additionally, there is a storm inlet in that area that connects to the storm main which would have to be removed and pipe plugged and the property owner would have to assume responsibility of the storm water treatment and runoff in the area.

On Denver we have 2 storm inlets and pipes that connect that drainage to the storm main in Trent. We have no objection to this vacation area provided those assets to be removed and plugged and the property owner assume full responsibility for the storm runoff and treatment.

WATER DEPARTMENT – The Water Department still has active water mains in Erie and Denver. We would need to maintain a no build

easement over these pipes unless the developer has a plan to reroute them. – Response from engineering – We are aware of the mains in Erie and Denver (and not just water mains) which Loren points out. We agree with the request for no-build easements over all utilities, public and private.

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, Zayo and the City of Spokane, shall be retained over and through the vacated area of Erie Street to protect existing and future utilities.
2. An easement as requested by Avista Utilities and the City of Spokane, shall be retained over and through the vacated area of Denver Street to protect existing and future utilities.
3. An easement as requested by Washington State Department of Transportation be retained over and through the north 45 feet for ingress/egress and to operate and maintain for the purpose of construction and maintenance of the Trent Bridge project including roadwork and utilities
4. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed before final vacation completion.
5. As part of a DOE funded City of Spokane stormwater project, staff is working to vacate these dead-end right-of-ways to use as a trade with Union Gospel Mission for land that is needed for the city project. Staff recommends vacating these right-of-ways at no cost.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



TRANSMITTAL OF FIRST READING ORDINANCE

DATE: May 17, 2019

TO: Eric Johnson
Engineering Services

Clerk's File No.
ORD C35773

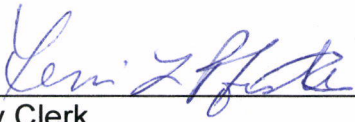
FROM: Terri Pfister, City Clerk

RE: Ordinance C35773 vacating a portion of Fiske Street right-of-way north of 11th Avenue.

Attached is a copy of Ordinance C35773 for vacation of:

a portion of Fiske Street right-of-way north of 11th Avenue.

This ordinance was read for the first time on May 13, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

5/17/19

Date

Precedent conditions have been met and Ordinance C35773 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 5/17/19



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

May 13, 2019

City Clerk File No.:
ORD C35773
CR: RES 2019-0026

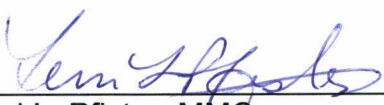
COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF A PORTION OF FISKE STREET RIGHT-OF-WAY NORTH OF 11TH AVENUE, AS REQUESTED BY MIKHAUL SHEVHENKO and RELATED FIRST READING ORDINANCE C35773

During its 6:00 p.m. Legislative Session held Monday, May 13, 2019, the City Council held a hearing on the above-described vacation. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated March 14, 2019), the vacation of a portion of Fiske Street right-of-way north of 11th Avenue, as requested by Mikhaul Shevhenko.

In conjunction with the hearing, Ordinance C35773—vacating a portion of Fiske Street right-of-way north of 11th Avenue—was read for the first time, with further action deferred.


Terri L. Pfister, MMC
Spokane City Clerk

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

05/13/2019

Date Rec'd	5/2/2019
Clerk's File #	ORD C35773
Renews #	
Cross Ref #	RES 2019-0026
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPER SERVICES CENTER
Contact Name/Phone	ELDON BROWN 6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700- VACATION OF A PORTION OF FISKE ST RIGHT OF WAY

Agenda Wording

Vacation of a portion of Fiske St. right-of-way, as requested by Mikhaul Shevhenko.

Summary (Background)

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	

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

Approvals

Dept Head	DUVALL, MEGAN
Division Director	CORTRIGHT, CARLY
Finance	ORLOB, KIMBERLY
Legal	DALTON, PAT
For the Mayor	ORMSBY, MICHAEL

Council Notifications

Study Session Urban Experienc 3/11/19

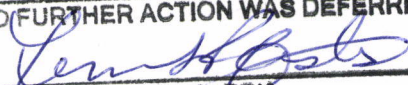
Other**Distribution List**

Additional Approvals	kbecker@spokanecity.org
Purchasing	ccortright@spokanecity.org
	korlob@spokanecity.org
	dnorman@spokanecity.org
	sbishop@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

5/13/19

AND FURTHER ACTION WAS DEFERRED


CITY CLERK

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C 35773

An ordinance vacating a portion of Fiske Street right-of-way north of 11th Avenue.

WHEREAS, a petition for the vacation of a portion of Fiske Street, north of 11th Avenue and more particularly described below has been filed with the City Clerk representing 100% 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 section of right-of-way more particularly described below is hereby vacated. Parcel number not assigned.

A portion of the Abandoned Spokane and Inland Railroad in Hills Subdivision of Block 11 of East Altamont Addition according to Plat recorded in Volume "M" of Plats, page 31, that is now Fiske Street right-of-way and is situated in the City of Spokane, Spokane County, Washington, being more particularly described as follows;

Beginning at the intersection of the West line of said Block 11 and the South line of said Abandoned Spokane and Inland Railroad, thence North along said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 30.00 feet, thence South parallel to said West line of Block 11 a distance of 20.00 feet to said South line of Abandoned Railroad, thence in a Northwesterly direction along said South line of Abandoned Railroad a distance of 31.05 feet to the **Point of Beginning**.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services CenturyLink to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

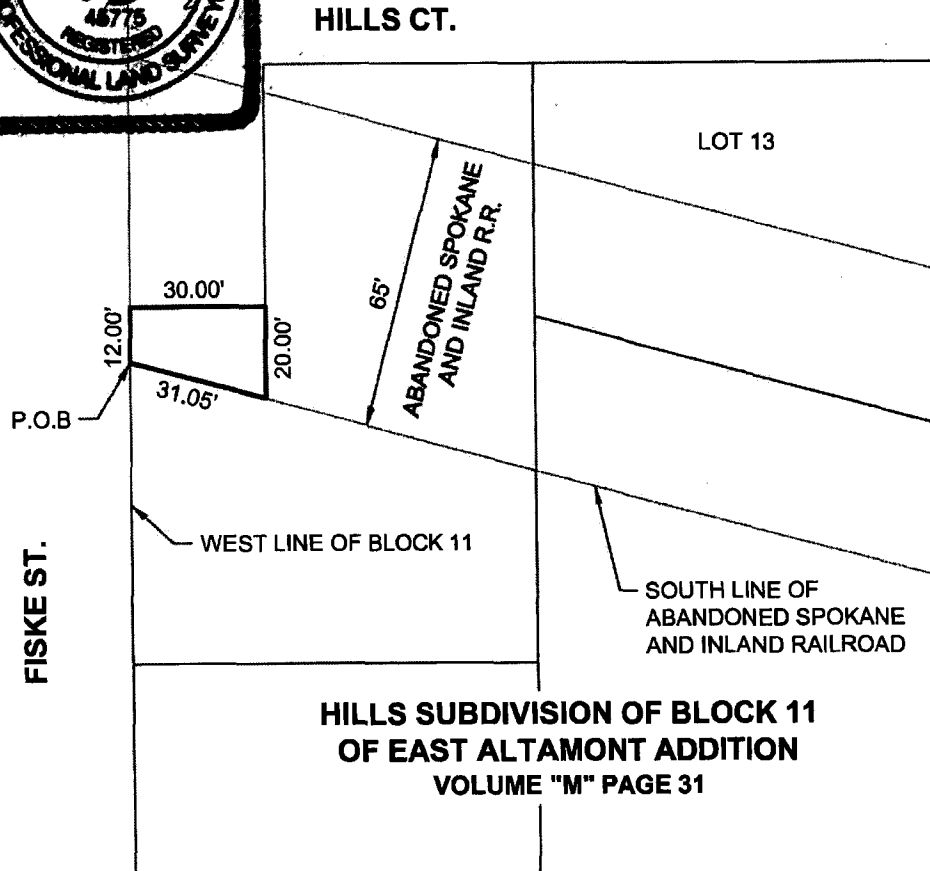
Effective Date: _____

ABANDONED SPOKANE AND INLAND RAILROAD VACATION



SCALE: 1"=40'

1/25/19



COFFMAN
ENGINEERS
10 N. Post Street Suite 500
Spokane, Washington 99201
509 328 2994 Fax 509 328 2999

project	RAILROAD VACATION	by	JEA	sheet no.
location	1013 S. FISKE ST.	date	01/24/19	1 OF 1
client	MIKE SHEVCHENKO	checked	DJA	job no.
		date	01/24/19	190128

P1900123VACA



**Preliminary Right of Way Description:
A portion of Fiske St. RW between
E Hills Ct and E 11th Ave.**

Legend

 Vacation Area

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to continuous
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.





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
March 14, 2019**

LOCATION: Portion of Fiske between Hills Ct. and 11th Ave

PROPONENT: Mikail Shevchenko

PURPOSE: Expand Yard

HEARING: May 13, 2019

REPORTS:

AVISTA UTILITIES – Avista serves the area with gas and electric distribution and vacation of portion described will have no adverse effects in Avista's facilities. We have no further comments at this time.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation.

ZAYO COMMUNICATIONS – Zayo communications has no comments and or objections to the vacation.

CENTURYLINK – CenturyLink has cable facilities in the right-of-way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction, and reconstruction as needed.

INLAND POWER AND LIGHT – Inland Power & Light has no facilities within the proposed area to be vacated.

INTEGRATED CAPITAL MANAGEMENT – No comments of concerns

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No Objections

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No concerns

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – No concerns or objections.

WASTEWATER MANAGEMENT – Wastewater has no assets in the area so no objection to the proposed vacation. Our standard requirement that onsite runoff be maintained and treated on site still applies.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$1,742.40 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



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

05/20/2019

Date Rec'd

5/8/2019

Clerk's File #

ORD C35774

Renews #

Submitting Dept

CITY COUNCIL

Cross Ref #

Contact Name/Phone

LORI KINNEAR 6256269

Project #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 USE OF CITY-AUTHORIZED UTILITY VEHICLES ON PUBLIC PROPERTY

Agenda Wording

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

Summary (Background)

This ordinance authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property. It prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

PSC - 5/6

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

mmuramatsu@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jfraley@spokanecity.org

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance also allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property.

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

Distribution List

ORDINANCE NO. C35774

AN ORDINANCE relating to the use of City-Authorized Utility Vehicles on public property under the city's jurisdiction for health and safety purposes; and adopting a new chapter 16A.65 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 16A.65 SMC to read as follows:

Chapter 16A.65 Use of City-Authorized Utility Vehicles on Public Property

16A.65.010 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Authorized Use" means the use of a utility vehicle that is city-owned or authorized and by someone who is authorized to operate the vehicle for a purpose described in SMC 16A.65.020(A).
- B. "Authorized Personnel" means persons authorized to operate utility vehicles on public property and includes designated employees of the police and parks departments as well as agents of any other public or entity designated by, or contracting with, the City for the maintenance of public properties.
- C. "Incidental Use" means very limited use of the utility vehicle on city streets, including entering the roadway, crossing a street, and otherwise traveling on a public right of way for the brief period necessary to access public property and, where authorized, to plow snow and ice from crosswalks.
- D. "Public Property" means city parks, trails, conservation lands, natural areas, properties owned by the city or used for city business, public parking lots and public sidewalks within the city limits. Public property does not include public streets, roads or highways.
- E. "City-Authorized Utility Vehicle" means a small motorized four-wheel off road vehicle owned or authorized by the City and used to carry out specific tasks, such as those related to park security, law enforcement or emergency management. Utility vehicles do not include golf carts, motorized personal transportation devices, bicycles or other non-motorized vehicles as defined in SMC 16A.61.787(E).
- F. "Unauthorized Use" means the use of a utility vehicle that is not owned or authorized by the City, or the use of a utility vehicle by a person who is not authorized to operate it on public property within the city limits.

16A.65.020 Use of City-Authorized Utility Vehicles on Public Property

City-owned or authorized utility vehicles may be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes. Incidental use of city-owned or authorized utility vehicles on city streets and roadways by authorized personnel is permitted as necessary to accomplish the purpose of accessing public property.

16A.65.030 – Who Grants Authorization to Operate Utility Vehicles

The Chief of Police or his designee and the Director of Parks and Recreation or his designee may grant authorization to operate a utility vehicle on public property consistent with this chapter. Authorization may be conditioned upon appropriate training in the safe operation of the utility vehicle.

16A.65.040 Unauthorized Use – Penalty

Unauthorized use of a utility vehicle on public property within the city limits is prohibited. A violation a class 1 civil infraction.

16A.65.050 Registration, Licensing and Equipment Requirements

- A. Authorized utility vehicles used in accordance with this chapter must meet registration and decal requirements as set forth in Chapter 46.09 RCW unless subject to the exemptions in RCW 46.09.420.
- B. Authorized personnel must obtain a valid Washington driver's license prior to operating a city-authorized utility vehicles on public property.
- C. In addition to meeting all equipment standards set forth in RCW 46.09.457 for wheeled all-terrain vehicles, all city-owned and authorized utility vehicles other than police vehicles must be equipped with yellow lights and backup warning signals. In addition to backup warning signals, utility vehicles used by the police department may be equipped with yellow lights or red and blue emergency lights.

16A.65.060 Safety Requirements for Use of Utility Vehicle

- A. Authorized utility vehicles used in accordance with this chapter may operate at speeds of no greater than five miles per hour on sidewalks and may not exceed fifteen miles per hour on city streets.
- B. All utility vehicles operating on bridges must comply with posted weight restrictions.

C. Utility vehicles operating on sidewalks and streets shall yield the right of way to pedestrians.

Section 2. That section 1.05.180 of the Spokane Municipal Code is amended to read as follows:

1.05.180 Penalty Schedule – Use of Streets

- A. For each subsequent violation, excluding continuing violations, by a person the classification of infraction advances by one class.
- B. Infraction/Violation Class.

Penalty Schedule - Use of Streets (**See Linked Document**)

<u>SMC 16A.65.030</u>	<u>Unauthorized Use of a Utility Vehicle on Public Property</u>	<u>1</u>	
-----------------------	---	----------	--

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Police Department
Subject:	Use of City-Authorized Utility Vehicles on Public Property under the City's Jurisdiction for Health and Safety Purposes
Date:	November 13, 2018
Contact (email & phone):	Mary Muramatsu (mmuramatsu@spokanecity.org) (509) 625-6289
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	None
Committee(s) Impacted:	Public Safety
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting.
Outcome: (deliverables, delivery duties, milestones to meet)	Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property.
Background/History: The City Council recently approved funds for the purchase of a utility vehicle (a John Deere Gator) for the Downtown Spokane Partnership so that it can be used to clean sidewalks. The Police and Parks Departments each also have utility vehicles for public safety and law enforcement purposes. Utility vehicles are currently not authorized in the City. State law prohibits such vehicles from being driven in the streets of a City the size of Spokane, but Chapter 46.09 RCW authorizes local legislative bodies to designate where these vehicles may be operated on certain properties within the local jurisdiction.	
Executive Summary: <ul style="list-style-type: none"> Authorizes utility vehicles to be used on public property by authorized personnel for health, sanitation, safety and law enforcement purposes, including incidental use on city streets as necessary to access public property. Prohibits the unauthorized use of a utility vehicle on public property within the city limits and designates the violation as a class 1 civil infraction. Allows the Chief of Police and the Director of Parks to grant authorization to operate a utility vehicle on public property. Sets license and registration requirements. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:**

06/03/2019

<u>Date Rec'd</u>	5/15/2019
<u>Clerk's File #</u>	ORD C35779
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KAREN 625-6291	<u>Project #</u>	
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - AN ORDINANCE UPDATING PARKING TIME LIMITS AND REGULATIONS		

Agenda Wording

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

Summary (Background)

An ordinance extending on-street parking time limits within residential zones, and clarifying that parking violations in those areas are to be complaint-driven and providing that parking enforcement officers have discretion to issue warnings before issuing violations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	BUSTOS, KIM	UD Comm., 5-13-2019
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C35779

An ordinance updating parking time limits and regulations; enacting a new section 16A.04.055; and amending sections 16A.61.561, 16A.61.562, and 16A.61.570 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 16A.04.055 of the Spokane Municipal Code is amended to read as follows:

Section 16A.04.055 Passenger Vehicle

“Passenger vehicle” means every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

Section 2. That section 16A.61.561 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.561 Parking Time Limited and Regulated

- A. No vehicles shall be parked ~~((continuously))~~ for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City ~~((at any time for a period longer than twenty-four hours))~~ located within any non-residential zone. Vehicles in violation may be deemed unauthorized and subject to twenty-four hour notification of impoundment and be impounded.
- B. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked on any one block face upon any street within ~~((;))~~ the parking meter area (as authorized by SMC 16A.61.5902) beyond the maximum time allowed by the meter, and are required to move off the block face after the maximum time allowed by the meter has expired until the next calendar day, except that pay-by-phone customers may purchase one, fifteen minute time extension beyond the legal maximum parking time by phone; provided, the ~~((city council))~~ City Council may fix a shorter or longer time for parking in reserved and other restricted parking places established under the provisions of this code, the same to be effective when properly signed and posted by the City street director.
- C. Between the hours of eight a.m. and seven p.m., Monday through Saturday, no vehicle shall be parked within the parking meter area (as authorized by SMC 16A.61.5902), inclusive of the boundary streets, at a space from which the parking meter or space number sign has been removed for a period longer than two (2) hours.

D. No person shall park any vehicle for longer than seventy-two (72) hours on any street located within an area zoned solely for residential uses:

1. in a manner which creates a public safety hazard;

2. facing the opposite direction of traffic on that side of the street;

3. so as to block any driveway or fire hydrant,

4. in any area signed as no parking;

5. without a city-issued parking permit in any area within which City-issued parking permits are required;

6. which is a junk vehicle as the term is defined in SMC 10.16.010(F); or

7. within twenty-four (24) hours of a previously noticed street clearing event.

E. Vehicles in violation may be deemed unauthorized and subject to impoundment after notification no less than twenty-four (24) hours in advance.

F. The enforcement of the provisions of this section shall be undertaken solely in response to complaints. If the City receives a complaint that a vehicle is in violation of subsection (D) of this section, the City shall first issue a warning notice along with a requirement that the violation be remedied within twenty-four (24) hours. If the violation continues after twenty-four (24) hours after the issuance of a warning notice, the City shall issue a citation.

Section 3. That section 16A.61.562 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.562 Parking Non-passenger and Commercial Vehicles in ((Residence))Residential Zones

A. It is unlawful to park any vehicle requiring a commercial safety fee, ((motor home, trailer of any type, camper, watercraft, snowmobile,)) limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, or farm vehicle on a street right-of-way in an ((“R” zone of the city of Spokane)) area which is which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any ((“R”)) residential zone for longer than ((four)) twenty-four (24) continuous hours for ((active)) loading or unloading.

B. It is unlawful to park any motor home, trailer of any type, camper, watercraft, or snowmobile on a street right-of-way in an area which is zoned for solely residential uses (as listed in SMC 17C.110.020), or which is immediately adjacent to the boundary of any residential zone for longer than forty-eight (48)

continuous hours for loading or unloading. (~~Overnight parking between the hours of nine p.m. and seven a.m. is also unlawful.~~)

- C. Nothing in this section permits the use of a recreational vehicle, motor home, trailer, or camper for permanent habitation in a street right-of-way, as prohibited by SMC 17C.319.200(B).

Section 4. That section 16A.61.570 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:
1. stop, stand, or park a vehicle partly or completely:
 - a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
 - b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;
 - c. within an intersection;
 - d. on a crosswalk;
 - e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
 - f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
 - g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;
 - h. on any railroad tracks;
 - i. in the area between roadways of a divided highway including crossovers; or
 - j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.
 - k. in a bicycle lane that has been indicated by signage or striping.
 2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
 - a. in front of a public or private driveway, public alley, or within five (5) feet of the end of the curb radius leading thereto;
 - b. within fifteen (15) feet of a fire hydrant;
 - c. within twenty (20) feet of a marked crosswalk;
 - d. within thirty (30) feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

- e. within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five (75) feet of the entrance when properly signposted;
 - f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or
 - g. in a no-parking area at Spokane International Airport as designated by the airport board.
 - 3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:
 - a. within fifty (50) feet of the nearest rail of a railroad crossing, or
 - b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.
- C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.
- D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.
- E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.
- F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.
- G. Violation of RCW 46.16A.030 (Registration and display of plates required—Penalties—Expired registration, impoundment) may result in immediate impound.

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:**

06/03/2019

Date Rec'd

5/23/2019

Clerk's File #

ORD C35780

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ERIC JOHNSON 625-6445

Project #Contact E-Mail

EDJOHNSON@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700 - ERIE - MLK STREET VACATION - HEARING

Agenda Wording

Vacation of portions of Erie St, as requested by City Staff.

Summary (Background)

At its legislative session held on April 29, 2019 the City Council set a hearing on the above vacation for June 3, 2019. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

BECKER, KRIS

Study Session**Division Director**

CORTRIGHT, CARLY

Other**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

RICHMAN, JAMES

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

sbishop@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

Purchasing

ebrown@spokanecity.org

kbecker@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35780

An ordinance vacating portions of Erie Street

WHEREAS, pursuant to Resolution 2019-0033, the City Council initiated the vacation of portions of Erie Street and more particularly described below, and a hearing has been held on the resolution 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 those portions of Erie Street described below is hereby vacated.
Parcel number not assigned.

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 24, OF SAID PLAT; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF ERIE STREET THE FOLLOWING TWO (2) CALLS:

- 1) SOUTH 02°10'35" EAST 82.84 FEET TO THE **TRUE POINT OF BEGINNING;**
- 2) CONTINUING SOUTH 02°10'35" EAST 186.85 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 72°46'52" WEST 19.72 FEET TO A POINT ON A 281.25 FOOT RADIUS NONTANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 67°56'05" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°33'43", 76.39 FEET; THENCE ALONG A NONTANGENT LINE, NORTH 04°24'05" WEST 15.42 FEET; THENCE NORTH 36°37'56" EAST 27.69 FEET; THENCE NORTH 39°56'09" WEST 12.98 FEET TO A POINT ON A 447.00 FOOT RADIUS NONTANGENT CURVE TO THE

LEFT, CONCAVE NORTHWESTERLY, THE CENTER OF CIRCLE OF WHICH BEARS NORTH 55°52'23" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°31'13", 89.88 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 6,193 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

THAT PORTION OF THE RIGHT-OF-WAY OF ERIE STREET AS SHOWN ON THE PLAT OF DENNIS & BRADLEY'S ADDITION, AS RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 OF THE BINDING SITE PLAN OF SPOKANE RIVER PROPERTIES Z2006-30-FBSP, ACCORDING TO THE PLAT RECORDED IN VOLUME 3 OF BINDING SITE PLANS, PAGES 57 AND 58, SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG THE BOUNDARY OF SAID BINDING SITE PLAN THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE WEST LINE OF SAID RIGHT-OF-WAY, NORTH 02°12'22" WEST 75.00 FEET;
- 2) ALONG THE NORTHWEST LINE OF SAID RIGHT-OF-WAY, NORTH 35°55'33" EAST 163.54 FEET TO A POINT ON A 101.00 FOOT RADIUS NONTANGENT CURVE, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 59°46'40" EAST; THENCE LEAVING SAID BOUNDARY AND SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°05'53", 12.51 FEET TO A POINT OF COMPOUND CURVE OF A 637.50 FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 66°52'33" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°18'35", 159.22 FEET TO THE POINT OF TANGENT; THENCE SOUTH 08°48'52" WEST 45.04 FEET TO THE POINT OF CURVE OF A 348.50 FOOT RADIUS TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°49'08", 108.38 FEET TO A POINT ON SAID BOUNDARY AND ON SAID WEST RIGHT-OF-WAY LINE OF ERIE STREET; THENCE ALONG SAID BOUNDARY AND SAID WEST RIGHT-OF-WAY LINE, NORTH 02°12'22" WEST 103.88 FEET TO THE POINT OF BEGINNING;

CONTAINING 8,625 SQUARE FEET, MORE OR LESS.

Section 2. An easement is reserved and retained over and through the entire vacated area areas for the utility services of Avista Utilities, CenturyLink, Comcast, and the City of Spokane to protect and maintain existing and future utilities, and no building or other

structure shall be erected or placed thereon without the City's prior written approval.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
March 5, 2018**

LOCATION: Portions of Erie St for MLK Way Project

PROPONENT: City of Spokane

PURPOSE: To establish new roadway.

HEARING: April 30, 2018

REPORTS:

AVISTA UTILITIES – I have reviewed the vacation request and Avista serves the area with gas and electric distribution. Avista has existing facilities in both proposed vacation areas 1 and 2, therefore requests an easement be reserved for serving utilities in both proposed vacation area.

COMCAST – Comcast has reviewed the vacation request. Comcast has no objection with the vacation.

CENTURYLINK – CenturyLink has no facilities in the area of S Erie St. Century Link has no issues with vacations and land acquisitions.

INLAND POWER & LIGHT – Inland Power & Light has no facilities in this MLK area.

XO COMMUNICATIONS - XO Comm. is fine with this proposal.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Fire has no issue with this Right-of-Way Vacation

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – It appears that one of the ROW vacation areas are over both a 69” CSO

Outfall and a 60" interceptor. It seems like the easements for the sewer would negate the usefulness of the vacation area. There may also be a 8" water main that also encroaches a bit on the same area.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – I have no issues with this street vacation

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – No issues for streets

WASTEWATER MANAGEMENT - WWM has multiple significant assets in both areas that are being called to vacate. Vacation area 1 has both a 69" and 60" sanitary pipe running through it. Vacation area 2 has a 36" sanitary pipe running through it. The 60" pipe in particular is very deep at around 20-25' deep.

The only way we can agree to this vacation is if the city retains an easement over the full area of the proposed vacation sites. This easement would have to specify no buildings be constructed within it and must also include complete access for both maintenance and inspection equipment. As is typical any and all storm runoff would have to be maintained and treated on site.

I would like to add that the "maintenance" of the pipelines be allowed by an easement must specifically include excavation as necessary. We (WWM) would like to review/comment on such an easement wording prior to approval.

WATER DEPARTMENT – No comments

BICYCLE ADVISORY BOARD – No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

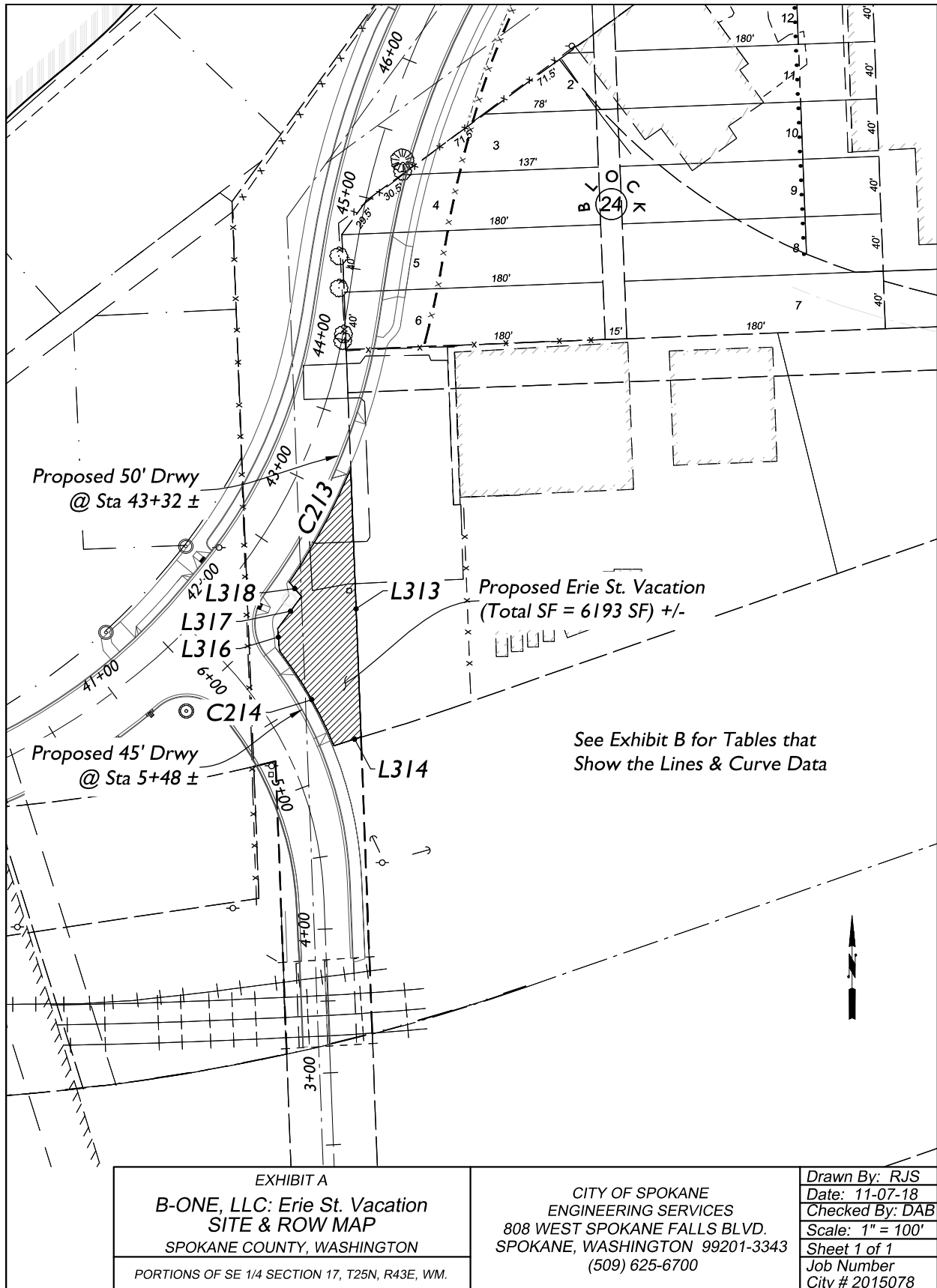
1. An easement as requested by Avista Utilities, CenturyLink, Comcast, and the City of Spokane shall be retained to protect existing and future utilities.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

Eden W. Bunn

EDJ/edj

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<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L313</i>	<i>186.85</i>	<i>S02° 10' 35"E</i>
<i>L314</i>	<i>19.72</i>	<i>S72° 46' 52"W</i>
<i>L316</i>	<i>15.42</i>	<i>N04° 24' 05"W</i>
<i>L317</i>	<i>27.69</i>	<i>N36° 37' 56"E</i>
<i>L318</i>	<i>12.98</i>	<i>N39° 56' 09"W</i>

<i>Curve Table</i>				
<i>Curve #</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Tangent</i>
<i>C213</i>	<i>89.88</i>	<i>447.00</i>	<i>11° 31' 13"</i>	<i>45.09</i>
<i>C214</i>	<i>76.39</i>	<i>281.25</i>	<i>15° 33' 43"</i>	<i>38.43</i>

See Exhibit A for Parcel Drawing

EXHIBIT B B-ONE, LLC: Erie St. Vacation Dimension Tables SPOKANE COUNTY, WASHINGTON PORTIONS OF SE 1/4 SECTION 17, T25N, R43E, WM.	CITY OF SPOKANE ENGINEERING SERVICES 808 WEST SPOKANE FALLS BLVD. SPOKANE, WASHINGTON 99201-3343 (509) 625-6700	Drawn By: RJS
		Date: 11-07-18 Checked By: DAB Scale: 1" = 100' Sheet 1 of 1 Job Number City # 2015078

Line Table		
Line #	Length	Direction
L215	178.88	N02° 12' 22"W
L216	163.54	N35° 55' 33"E
L217	45.04	S08° 48' 52"W

Curve Table				
Curve #	Radius	Delta	Length	Tangent
C114	101.00	7° 05' 53"	12.51	6.26
C115	637.50	14° 18' 35"	159.22	80.02
C117	348.50	17° 49' 08"	108.38	54.63

Scale: 1" = 60'

Area of Proposed Vacation = 8,625 SF

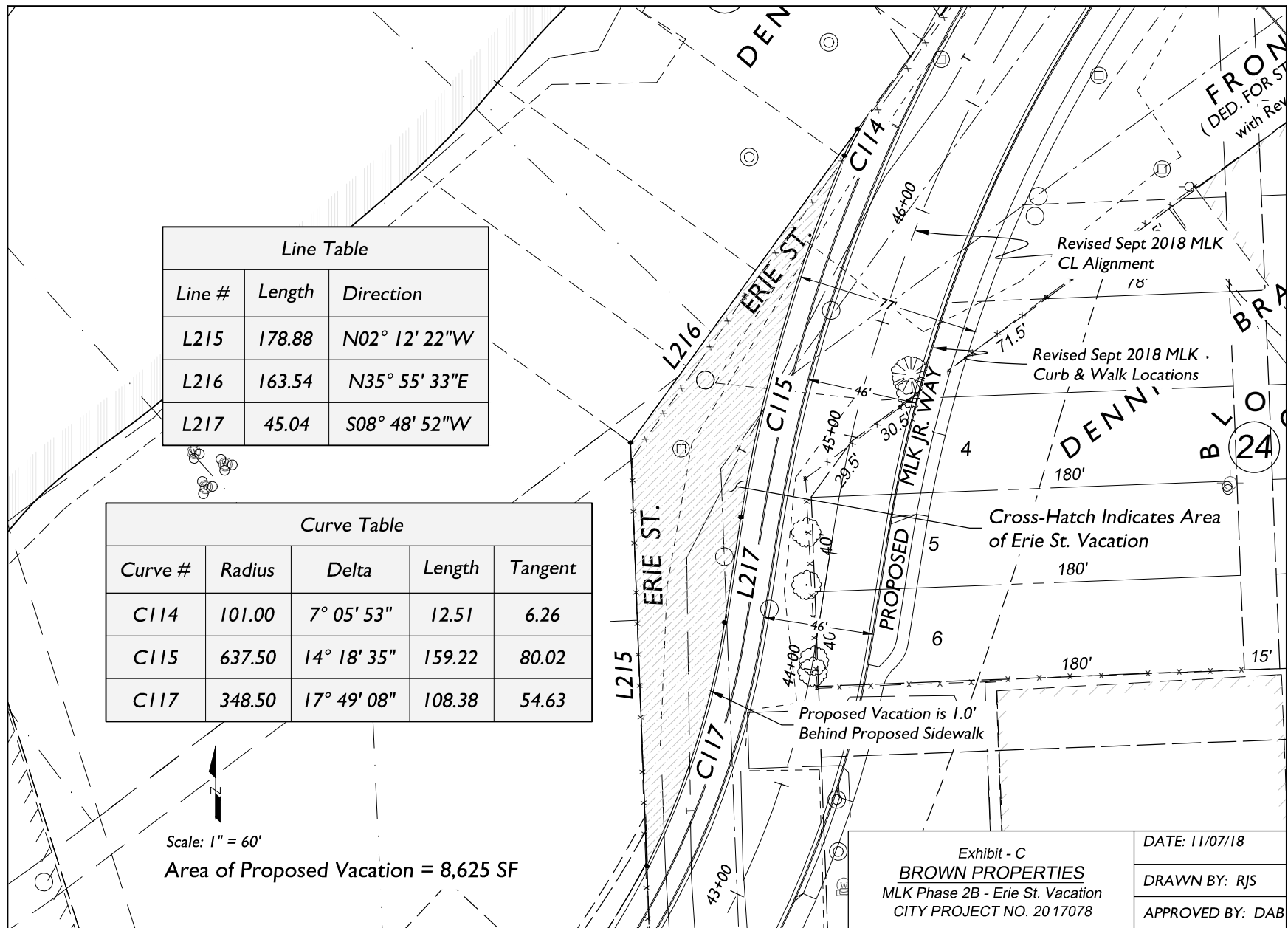


Exhibit - C
BROWN PROPERTIES
 MLK Phase 2B - Erie St. Vacation
 CITY PROJECT NO. 2017078

DATE: 11/07/18

DRAWN BY: RJS

APPROVED BY: DAB