

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, AUGUST 12, 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

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 Blanket Order Renewal with Keller Supply Co. (Spokane Valley, WA) for backflow prevention devices)—\$125,000 (incl. tax).
Dan Kegley | Approve | OPR 2017-0488
BID 4366-17 |
| 2. One Year Extension to Value Blanket Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters—Estimated annual expenditure \$550,000 (incl. tax).
Dustin Bender | Approve | OPR 2016-0649
BID 4254-16 |
| 3. Contract Amendment with HDR Engineering (Bellevue, WA) for additional scope for Part 12D Safety Inspection Report of Upriver Dam—Additional amount \$15,000. Total Contract: \$105,900.
Stephen Burns | Approve | OPR 2018-0783
RFP 4496-18 |
| 4. Administrative Reserve Increase on the Contract with Max J. Kuney Company (Spokane, WA), for I07c and CSO 34-1 Control Facilities—Increase of \$420,000. Total administrative reserve of \$1,833,381.38 or 13% of the contract price. (East Central Neighborhood)
Joel Graff | Approve | OPR 2019-0586
ENG 2014096/
2012088 |

- | | | | |
|----|---|---|------------------------------|
| 5. | Contract with Intermountain Slurry Seal, Inc. (Reno, NV) for Pilot/Study Slurry Seal Maintenance in partnership with Spokane County—Not to exceed \$212,098.50.
Clint Harris | Approve | OPR 2019-0587 |
| 6. | Low Bid (to be determined at bid opening) held August 5, 2019, for Sunset Reservoir Rehabilitation—\$. An administrative reserve of \$_____, which is 10% of the contract price plus tax, will be set aside. Engineers estimate is \$910,701.
Dan Buller | Approve | OPR 2019-0588
ENG 2016079 |
| 7. | Low Bids of: | Approve | |
| | a. National Native American Construction, Inc. for Cincinnati Greenway from Spokane Falls Boulevard to Euclid Avenue—\$567,428. An administrative reserve of \$56,742.80, which is 10% of the contract price, will be set aside. | All | OPR 2019-0589
ENG 2016081 |
| | b. Cameron-Reilly LLC (Spokane, WA) for Driscoll Boulevard Sidewalk—\$374,511.40. An administrative reserve of \$37,451.14, which is 10% of the contract price, will be set aside. (Northwest Neighborhood) | | OPR 2019-0590
ENG 2018095 |
| | c. Halme Construction, Inc., (Spokane, WA) for Spotted Road to Allman Sewer Replacement - \$619,061.29 (plus tax). An administrative reserve of \$61,906.13 plus tax, which is 10% of the contract, will be set aside. (West Hills Neighborhood) | | OPR 2019-0591
2018109 |
| 8. | Recommendation to add Turner Hall (German American Society Hall), 25 West 3rd Avenue on the Spokane Register of Historic Places.
Megan Duvall | Approve/
Authorize
Mgmt.
Agmt. | OPR 2019-0592 |
| 9. | 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 |

10. 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|--------------------------------|---|
| RES 2019-0064 | Adopting the City of Spokane 457(b) Deferred Compensation Document.
Phillip Tencick |
| RES 2019-0065 | Approving the change in the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070 (increase from 9.25% to 9.75%).
Phillip Tencick |
| RES 2019-0066 | Adopting the Charter of the Local 29 Deferred Compensation Plan Committee.
Phillip Tencick |
| RES 2019-0067
OPR 2019-0600 | Approving a development agreement between the city and Spokane Riverside Partners, LLC. relating to certain public infrastructure costs.
Teri Stripes |
| ORD C35789 | Regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code. (Deferred from July 15, 2019.)
Council Member Mumm |
| ORD C35797 | (To be considered under Hearings Item H1.) |
| ORD C35801 | Relating to the Police Department Records Imprest fund; amending SMC 7.03.153 Police (increase from \$2,000 to \$3,000). |

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35802 (To be considered under Hearings Item H2.b.)

ORD C35803 (To be considered under Hearings Item H3.b.)

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.	Hearing on Final Reading Ordinance C35797 designating a residential targeted area; amending SMC 8.15.030. Terri Stripes	Pass Upon Roll Call Vote	ORD C35797
H2.	a. Hearing on vacation of the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale as requested by Ibex Commercial Flooring. b. First Reading Ordinance C35802 vacating the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale.	Approve Subject to Conditions Further Action Deferred	ORD C35802
H3.	a. Hearing on vacation of the alley between Central Avenue and Columbia Avenue, from Julia Street to Myrtle Street as requested by Ronald & Renea Dehn. b. First Reading Ordinance C35803 vacating the alley between Central Avenue and Columbia Avenue, from the east line of Julia Street to the west line of Myrtle Street. Eldon Brown	Approve Subject to Conditions Further Action Deferred	ORD C35803

Motion to Approve Advance Agenda for August 12, 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 August 12, 2019, Regular Legislative Session of the City Council is adjourned to August 19, 2019.

NOTES

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

08/12/2019

<u>Date Rec'd</u>	7/25/2019
<u>Clerk's File #</u>	OPR 2017-0488
<u>Renews #</u>	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	4366-17
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - BACKFLOW PREVENTION DEVICES - VALUE BLANKET RENEWAL		

Agenda Wording

Renewal of existing value blanket order for backflow prevention devices with Keller Supply Co. (Spokane, WA) for \$125,000.00 including tax.

Summary (Background)

Bid #4366-17 was publicly solicited in May 2017. Five (5) bids were received. Award was recommended to Keller Supply as the low responsive, responsible bidder. The value blanket was renewed in 2018 at a five (5) percent cost increase, which was negotiated down from ten (10) percent. This renewal is proposed at an increase just under two (2) percent, which was negotiated down from seven (7) percent. This is the second annual renewal at mutual consent; two (2) such options remain.

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

Expense	\$ 125,000.00	# 4100-42440-94000-56595-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SEARL, LOREN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	URBAN EXPERIENCE
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

four (4) additional one-year periods. This is the 3rd extension provided for in the original contract.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Backflow Prevention Devices – Annual Value Blanket
Date:	12 August 2019
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org , x7821
City Council Sponsor:	---
Executive Sponsor:	---
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)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	The existing value blanket for these products expired August 1, 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of backflow prevention devices on an as-needed basis for new construction and the replacement of obsolete devices over a one (1) year period.
Background/History: Bid #4366-17 for Backflow Prevention Devices was publicly solicited in the May 2017. Five (5) bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. The value blanket was renewed in 2018 at a five (5) percent cost increase, which was negotiated down from ten (10) percent. This renewal is proposed at an increase just under two (2) percent, which is negotiated down from seven (7) percent. In light of the pricing fluctuation of raw materials and increased tariffs, staff considers a two (2) percent increase to be very reasonable. This represents the second renewal at mutual consent; two (2) annual renewal options remain.	
Executive Summary: <ul style="list-style-type: none"> • Award Recommended to Keller Supply (Spokane, WA) for \$125,000.00 (including tax) annually • Two (2) percent cost increase negotiated down from seven (7) percent • Original Bid #4366-17 	
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: N/A Other budget impacts: N/A	
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: ---	

Product	2018/2019 Pricing	2019/2020 Negotiated Rate	Negotiated Cost Increase
3" DCVA	\$ 799.66	\$ 814.52	1.86%
4" DCVA	\$ 835.86	\$ 851.40	1.86%
6" DCVA	\$ 1,391.38	\$ 1,417.24	1.86%
8" DCVA	\$ 2,186.90	\$ 2,227.55	1.86%
10" DCVA	\$ 3,000.00	\$ 3,055.76	1.86%
4" DCDA	\$ 1,211.39	\$ 1,233.90	1.86%
6" DCDA	\$ 1,620.00	\$ 1,650.12	1.86%
8" DCDA	\$ 2,510.69	\$ 2,557.36	1.86%
10" DCDA	\$ 3,310.35	\$ 3,371.88	1.86%
4" RP	\$ 1,117.24	\$ 1,138.01	1.86%
6" RP	\$ 1,900.34	\$ 1,935.67	1.86%
8" RP	\$ 3,440.59	\$ 3,504.55	1.86%

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

08/12/2019

<u>Date Rec'd</u>	7/15/2019
<u>Clerk's File #</u>	OPR 2016-0649
<u>Renews #</u>	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	DUSTIN 625-7806	Project #	
Contact E-Mail	DDBENDER@SPOKANECITY.ORG	Bid #	4254-16
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4500 ONE-YEAR EXTENSION OF VALUE BLANKET CONTRACT TO REFURBISH		

Agenda Wording

One-year extension to a Value Blanket Order Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters -- estimated annual expenditure \$550,000(including tax).

Summary (Background)

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). These previously purchased dumpsters require maintenance and restoration to maximize their functional lifespan. Bid #4254-16 was issued to 35 firms that possibly engage in metal fabrication services. Linn Machine & Manufacturing, Inc. was awarded the contract. The original contract was for one-year with option to renew for

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

Expense	\$ 495,000 estimated	# 4500-45100-37148-54803-19020
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Expense	\$ 55,000 estimated	# 4500-44200-37148-54803-19017
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 07-22-19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	ODLE, MARI	cconklin@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ddbender@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rschoonover@spokanecity.org	
		Tax & Licenses	
		cwahl@spokanecity.org	
		rich@linnmachine.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

four (4) additional one-year periods. This is the 3rd extension provided for in the original contract.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List



City of Spokane

**CONTRACT EXTENSION 3 OF 4
WITH COST**

Title: **REFURBISH REFUSE/RECYCLING CONTAINERS
AND ROLL OFF BOXES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216 as ("Company"), individually hereafter referenced as a "party" and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City **Refurbishing of Metal Refuse/Recycling Containers and Roll Off Boxes**; and*

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Original Contract executed by the parties on September 1, 2016 and September 26, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on September 1, 2019.

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2020.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00)** for everything furnished and done under this Contract Extension.

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 Extension by having legally-binding representatives affix their signatures below.

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works / Solid Waste Collection 4500
Subject:	One-year contract extension with Linn Machine & Manufacturing, Inc.
Date:	July 22, 2019
Author (email & phone):	Dustin Bender / ddbender@spokanecity.org / 509.625.7806
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Solid Waste Collection's Operating Budget
Strategic Initiative:	Sustainable Resources
Deadline:	Current contract expires August 31, 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council for funding of a one-year extension of the value blanket contract for refurbishing services on City owned metal refuse/recycling containers and roll off boxes.
Background/History: Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). These dumpsters are provided to our customers as part of their service. This extension will ensure that Solid Waste Collection has an inventory of dumpsters available for new account growth, exchanges, replacements and special events. The City has contracted with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in "like new" condition. Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment, extends their useful life and costs less than purchasing new dumpsters.	
Executive Summary: <ul style="list-style-type: none"> Bid #4254-16 was issued in 2016 to 35 companies that possibly engage in metal fabrication services. Two "no bid" responses were received in addition to Linn Machine & Manufacturing's bid. The initial contract term was for one year, with option to renew for four additional one-year periods. This extension is the third provided for in the original contract. The estimated annual expenditure requested for this contract extension is \$550,000. Annual expenditures for refurbishing services have increased during this contract due account growth and significant steel price escalations over recent years. We predict that they will both will continue to rise during this contract extension. In general, commercial accounts have grown on average 9.9% per year over the last three years due to a good economy and real estate market, ongoing construction and City annexations. The original contract request was \$300,000. An additional \$30,000 (10%) was added in June 2017, with an addendum for \$100,000 approved in July 2017, totaling \$430,000 during the original term. The first extension request was \$300,000. An additional \$30,000 (10%) was added in March 2018, with an addendum for \$150,000 approved in July 2018, totaling \$480,000 during the first extension. The second extension request was \$450,000. An additional \$45,000 (10%) was added in July 2019, totaling \$495,000 during the current contract extension which expires August 31, 2019. 	
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.)		
<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:		

LINN MACHINE AND MANUFACTURING, 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

19-121

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

08/12/2019

<u>Date Rec'd</u>	7/29/2019
<u>Clerk's File #</u>	OPR 2018-0783
<u>Renews #</u>	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	STEPHEN 742-8154	Project #	
Contact E-Mail	SBURNS@SPOKANECITY.ORG	Bid #	4496-18
Agenda Item Type	Contract Item	Requisition #	CR 20762
Agenda Item Name	4100 - UPRIVER DAM SAFETY INSPECTION - ADDITIONAL FUNDING		

Agenda Wording

Additional scope and \$15,000.00 fee on existing contract with HDR Engineering (Bellevue, WA) for Part 12D Safety Inspection Report of Upriver Dam.

Summary (Background)

Existing contract OPR 2018-0783 was awarded in December 2018 after Request for Qualifications No. 4496-18 for Preparation of the Upriver Dam Eighth Part 12D Safety Inspection Report. During preliminary review for the inspection and Potential Failure Modes Analysis, FERC Engineers discovered seismic deformation analysis of five (5) reinforced earth enclosure sections is required to complete evaluation of the site. Original Contract Value: \$90,900.00 Value w/Addendum: \$105,900.00

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

Expense	\$ 15,000.00	# 4100-42460-34148-54201-15716
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	UE 8/12/2019
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sburns@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sjohnson@spokanecity.org	
<u>Additional Approvals</u>		wateraccounting@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	aduffey@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works - Water Department - Upriver
Subject:	OPR 2018-0783 Contract addendum - Upriver Dam 8th Part 12D Independent Consultant Safety Inspection - Seismic Evaluation – by HDR Engineering, Inc.
Date:	July 25, 2019
Author (email & phone):	Stephen Burns, 509-742-8154, sburns@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Dan Kegley
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)	Water Department Upriver Dam Regulatory Compliance Budget
Strategic Initiative:	
Deadline:	December 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Seismic evaluation of five reinforced earth enclosures of Upriver Dam facilities to satisfy a portion of 18 CFR Part 12.
Background/History: Every five years, the City is required to provide FERC with a Part 12D Safety Inspection Report of the city's hydroelectric facility. This will be the eighth report for Upriver Dam. The report and accompanying engineering evaluation and inspection of Upriver Dam must be in accordance with FERC Guidelines, and 18 CFR Part 12, Subpart D, of the Commission's regulations. HDR Engineering, Inc. is performing the inspection via winning Request for Qualifications #4496-18 issued on September 25, 2018 resulting in contract OPR 2018-0783. During preliminary review of Upriver documents in preparation for the inspection and Potential Failure Modes Analysis, FERC Project Engineers discovered that additional information is needed to complete an evaluation of the site. Additional scope and fee need to be added to OPR 2018-0783 for a seismic deformation analysis of five reinforced earth enclosure sections using pseudo-dynamic methods and the latest seismic ground motions developed for the site by the USGS.	
Executive Summary: <ul style="list-style-type: none"> Existing contract OPR 2018-0783 has executed at \$90,900. Cost of this addendum is \$15,000 All elements of the contract and addendum must be completed by December 2019. Funding is planned from one source: <ul style="list-style-type: none"> - Water Department Upriver Dam Regulatory Compliance Budget 	
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:	

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

08/12/2019

<u>Date Rec'd</u>	7/19/2019
<u>Clerk's File #</u>	OPR 2019-0586
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	JOEL GRAFF 625-7757	Project #	2014096 /
Contact E-Mail	JGRAFF@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20725
Agenda Item Name	0370 - ADMIN RESERVE INCREASE – MAX J. KUNEY COMPANY		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Max J. Kune Company, for I07c and CSO 34-1 Control Facilities - for an increase of \$420,000.00 for a total administrative reserve of \$1,833,381.38 or 13% of the contract

Summary (Background)

During installation of the sheet pile shoring system at both tanks the Contractor encountered numerous obstructions causing multiple endeavors to get them installed. Upon removal of the sheets, many of the sheets were damaged by the obstructions initially encountered. Some of the damaged sheets were so mangled the removal process started to damage private property and the contractor was ordered to stop the removal process to prevent further damage to private property. A decision was made to

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

Expense	\$ 210,000.00	# 4250 43416 94350 56501 10034
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Expense	\$ 210,000.00	# 4250 43416 94350 56501 10100
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Select	\$	#
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Select	\$	#
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	PIES 7/22/19
<u>Finance</u>	ORLOB, KIMBERLY	<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>		kgoodman@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	htrautman@spokanecity.org	
		aduffey@spokanecity.org	
		jgraff@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

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

Briefing Paper

Public Infrastructure, Environmental and Sustainability Committee

Division & Department:	Engineering Services
Subject:	I-07c & CSO 34-1 Control Facilities Administrative Reserve Increase
Date:	7/18/19
Contact (email & phone):	Joel Graff jgraff@spokanecity.org 625-7757
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Public Infrastructure, Environmental and Sustainability Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" 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)	These projects are in the Integrated Plan and 6 year sewer plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	For council consideration. Request will be forwarded to the council agenda for approval.

Background/History: *Engineering Project #2014096 & #2012088 – I-07c & CSO 34-1 Control Facilities*, is an ongoing CSO project in the East Central neighborhood.

During installation of the sheet pile shoring system at both tanks the Contractor encountered numerous obstructions. The Contractor spent a significant amount of time and used every means at their disposal to advance the sheet piles which included renting excavators, renting larger vibratory hammers, using spud piles, using their diesel hammer, and subcontracting a drill rig to complete the shoring systems.

The contract included the results of several test pits and bore logs that indicate the material that should have been encountered on site was silty sand and gravel with occasional cobbles. However, as the sheet piles were advanced numerous boulders were removed by excavation or dislodged by the drilling subcontractor or the spud pile and diesel hammer. After about a 7 month delay the contractor successfully installed the shoring systems at both tanks and was able to begin construction on the CSO tanks.

Recently the concrete shells of the CSO tanks were complete which allowed the Contractor to remove the sheet pile shoring system. Many of the sheets that were removed were damaged by the obstructions that were encountered during installation. Some of the damaged sheets were so mangled the removal process started to damage private property and the contractor was ordered to stop the removal process to prevent further damage to private property.

The decision was made to abandon the remaining sheet pile shoring in place to prevent further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000. After reviewing the claim, Engineering Services believes the claim is valid and the Contractor is compensation for the abandon sheet piles.

The total cost of this claim is approximately \$350,000. Engineering Services is requesting an additional 3% or \$420,000 to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Executive Summary:

- *Obstructions that were encountered during sheet pile shoring installation have significantly impacted the projects schedule and budget.*
- *Payments have been issue to date for \$13,032,868.36. The authorized budget with administrative reserve is \$15,547,195.12.*
- *An additional 3% or \$420,000 is being requested to complete the project.*
- *Funds will come from CWSRF Ecology Loan*

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:**

08/12/2019

<u>Date Rec'd</u>	7/22/2019
<u>Clerk's File #</u>	OPR 2019-0587
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20736
Agenda Item Name	1100 - PILOT/STUDY SLURRY SEAL MAINTENANCE		

Agenda Wording

Pilot/Study Slurry Seal Maintenance in partnership with Spokane County - 2019 Slurry Seal.

Summary (Background)

The City Street Department is looking at new tools to preserve streets and extend the life. Slurry seal is used in other areas/cities to seal street surfaces. The City will utilize a Vancouver Contract to hire Intermountain Slurry Seal, Inc., Reno, NV, to complete a slurry seal project for an amount not to exceed \$212,098.50. Streets proposed to slurry seal are: Bernard (14th- 29th), Washington (Indian - Buckeye) and Wall (Wellesley - Francis).

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

Expense	\$ 212,098.50	# 1100 21700 42300 54201 99999
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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>	KEGLEY, DANIEL	<u>Other</u>	Pending
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<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
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<u>Legal</u>	PICCOLO, MIKE	eraea@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	ceharris@spokanecity.org
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Additional Approvals	
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<u>Purchasing</u>	PRINCE, THEA
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Street		
Subject:	Pilot/Study Slurry Seal Maintenance in partnership with County - 2019 Slurry Seal		
Date:	July 22, 2019		
Contact (email & phone):	ceharris@spokanecity.org 625-7744		
City Council Sponsor:	Breean Beggs		
Executive Sponsor:	Scott Simmons		
Committee(s) Impacted:	PIES		
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative		
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)			
Strategic Initiative:	Pilot/Study Slurry Seal Maintenance in partnership with County		
Deadline:			
Outcome:	Complete 4.16 lane miles of Slurry seal on City Streets		
Background/History: The City Street Department is looking at new tools to preserve streets and extend the life. Slurry seal is used in other areas/cities to seal street surfaces. The City will utilize a Vancouver Contract to hire a slurry seal contractor to complete a slurry seal project. Scheduling of this work is coordinated with the county to coincide simultaneously. Streets proposed to slurry seal are: Bernard (14 th - 29 th), Washington (Indian – Buckeye) and Wall (Wellesley – Francis).			
Executive Summary: <ul style="list-style-type: none"> • Complete slurry seal on 4.16 lane miles of road • Intermountain Slurry Seal will be hired to perform the work. • Approximate cost will be \$212,098.50 • Joint Agency City of Vancouver Contract will be utilized. 			
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: Street Arterial 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:			



City of Spokane
PUBLIC WORKS CONTRACT
Title: **2019 SLURRY SEAL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INTERMOUNTAIN SLURRY SEAL, INC.**, whose address is 1120 Terminal Way, Reno, Nevada 89502 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties"..

*WHEREAS, the purpose of this Contract is for the **Pilot/Study Slurry Seal Maintenance in partnership with County - 2019 Slurry Seal**; and*

WHEREAS, the Contractor was selected through the City of Vancouver contract with Intermountain Slurry Seal, No. C-100067.

1. **TERM OF CONTRACT.** The term of this Contract begins on July __, 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 the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract 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 their Proposal and Construction Contract and General Conditions, which is attached as Exhibit A 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 **Pilot/Study Slurry Seal Maintenance in partnership with County - 2019 Slurry Seal**.

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.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED TWELVE THOUSAND NINETY EIGHT**

AND 50/100 DOLLARS (\$212,098.50), excluding 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.

5. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, 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 Company's application except as provided by state law. 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.

6. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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 State Department of Labor and Industries; 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. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each

first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

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. 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, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. 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 \$1,000,000, 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

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 Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant 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 Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. 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).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on

- behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

17. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The 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.

24. 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.

25. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City,

Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

INTERMOUNTAIN SLURRY SEAL, 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 Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

Company's Proposal and Construction Contract and General Conditions

19-126

PAYMENT BOND

We, **INTERMOUNTAIN SLURRY SEAL, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWELVE THOUSAND NINETY EIGHT AND 50/100 DOLLARS (\$212,098.50)**, excluding applicable taxes, 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 **Pilot/Study Slurry Seal Maintenance in partnership with County - 2019 Slurry Seal**. 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 _____.

INTERMOUNTAIN SLURRY SEAL, 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 author-
ized 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, **INTERMOUNTAIN SLURRY SEAL, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED TWELVE THOUSAND NINETY EIGHT AND 50/100 DOLLARS (\$212,098.50)**, excluding applicable taxes, 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 **Pilot/Study Slurry Seal Maintenance in partnership with County - 2019 Slurry Seal**. 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 _____

INTERMOUNTAIN SLURRY SEAL, 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

**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.

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

PROPOSAL AND CONSTRUCTION CONTRACT



Date of Proposal: 7/16/2019

Proposal Valid Until: 30 Days

TO: City of Spokane
Attn.: Clint Harris
Streets Manager

EMAIL: ceharris@spokanecity.org

Description and Location of Work: Type 2 Microsurfacing

ITEM	ITEM DESCRIPTION	APPROX QTY	UNITS	UNIT PRICE	TOTAL
1	Mobilization	1.00	LS	\$ 42,000.00	\$ 42,000.00
2	Traffic Control	1.00	LS	\$ 65,000.00	\$ 65,000.00
3	Type II Micro	56,810.00	SY	\$ 1.85	\$ 105,098.50
TOTAL					\$ 212,098.50

Special Conditions/Exclusions:

- 1) This quote is based on one move-in, additional move-ins will be charged at \$10,500.00 each. (Move-in defined as a deviation from agreed upon work schedule)
- 2) Not responsible for reflective cracking or sub-grade failure.
- 3) This proposal is based on all work being performed in one mobilization. Three weeks lead time required for mobilization.
- 4) Proposal assumes mutually agreeable commercial & legal terms and conditions will be reached.
- 5) A suitable stockpile location and water source to be furnished by others.
- 6) This Proposal and Construction Contract is subject to the terms and conditions attached.

If you have any questions regarding this proposal, please give me a call at (775) 358-1355. Thank you for your consideration.

Sincerely,

Marc Thoreson

Marc Thoreson
Construction Manager

Intermountain Slurry Seal, Inc
1120 Terminal Way
Reno, Nevada 89502
PHONE: (775) 358-1355
FAX: (775) 355-3458
NV Contractors LIC # 0023657

GENERAL CONDITIONS

This Proposal and Construction Contract assumes that mutually agreeable commercial and legal terms and conditions will be reached.

This Proposal and Construction Contract, including, General Conditions and attachments hereto, if any identified in Special Conditions (herein "Contract") is entered into as of the date of proposal by and between Intermountain Slurry Seal, Inc and City of Spokane, WA herein called "Owner". Owner and Contractor agree as follows: Contractor shall commence and continue thereafter to diligently perform the Work in accordance with mutually agreed upon schedule. The mutually agreed upon schedule shall provide for N/A working days in which to perform the Work. A working day is defined as any day except Saturday, Sunday, and Legal Holidays and except days on which Contractor is prevented from proceeding with at least ninety percent of the normal labor and/or equipment force required to perform the Work due to events or circumstances beyond the control of Contractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 in the General Conditions.

1. **WORKMANSHIP AND MATERIALS:** Contractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Contractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of Work performed during the period covered by Contractor's billing. Progress payments will be made within ten (10) days after Owner receives a billing from Contractor setting forth the amount due for the Work performed and covered by the billing. **Owner shall pay to Contractor, as full compensation for performance by Contractor of the Work (herein "Contract Amount") the following amount \$212,098.50. Progress payments shall be 100% of the estimate and the sum of 1.5% per month shall be added to any balance unpaid when due.** The Contract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Owner and Contractor, upon completion of all Work hereunder. Contractor shall have the right to terminate this Contract if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Contractor) Owner's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein. Final payment shall be due Contractor within ten (10) days after (i) Owner's receipt of a final billing from Contractor or (ii) completion of the Work, whichever shall occur last. The proportionate amount of Work billed on Contractor's progress billings shall be subject to the approval of Owner. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by Owner's failure to pay moneys due to Contractor under the terms of this Contract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month. Nothing contained herein shall be deemed consent by the Contractor for extending the due date for payment under this Contract. No retention will be held on private work.
3. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes to the scope of the Work, issue additional instructions, request additional Work or direct the omission of Work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price and any time impacts to the schedule for such Work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Contractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Owner shall pay Contractor its actual direct costs in completing said extra Work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, in performing the Work.
5. **RESPONSIBILITY FOR WORK:** Contractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Contractor has demobilized from the Work site. In no event, shall Contractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's representatives, agents, employees, its other contractors or anyone acting on Owner's behalf or others over whom Contractor has no authority or control.
6. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Contract. A certificate of such insurance shall be provided to the Owner if the Owner so requests.
7. **DELAYS BEYOND CONTROL OF CONTRACTOR:** In the event Contractor shall be delayed in the performance of the Work under this Contract by causes beyond the control of the Contractor and not caused by Contractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by other contractors, their subcontractors of any tier and the suppliers to any of the foregoing, Contractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in a Work Order, which existence is deemed to be a differing site condition. (B) Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **OWNER:** Owner represents he/she/it is the Owner in fee simple of the real property upon which the construction improvement is to be made.
11. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the Work being performed hereunder, Owner and Contractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the Work shall be deemed completed and accepted. Contractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
12. **PERMITS:** Owner will obtain and pay for all permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder.
13. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.
14. **LIENS AND CLAIMS:** Provided Contractor has been, and continues to be, timely paid all amounts due it, Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
15. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this Contract, Contractor shall have the right to stop Work. In such event all amounts due Contractor, including retention, if any, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.
16. **DEFAULT:** In the event Contractor shall fail to timely perform any provision of this Contract and if such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this Contract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Contract price, Contractor shall promptly pay such difference to Owner; otherwise, the unpaid contract balance shall be paid to Contractor. The Owner and Contractor each waive the right to recover from the other any indirect, incidental or consequential damages regardless of how such damages are caused.
17. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
18. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Contractor's construction manager or on the representative of Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Contract. Notices shall be effective upon receipt by the intended recipient.
19. **ASSIGNMENT:** Neither party shall assign all or any portion of this Contract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
20. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
21. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Contract now contains no provision that is contrary to any Laws. In the event that any provision of this Contract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
22. **JURISDICTION:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Work is to be performed.

OWNER ACKNOWLEDGES THAT INTERMOUNTAIN SLURRY SEAL, INC IS A NON-UNION COMPANY. OWNER AND CONTRACTOR AGREE THAT CONTRACTOR WILL NOT BE REQUIRED TO BECOME SIGNATORY TO ANY UNION AGREEMENTS OR IN ANY WAY BE BOUND TO ANY COLLECTIVE BARGAINING AGREEMENTS OR THE OBLIGATIONS THEREUNDER.

For Work performed within the State of Nevada:, Section 108.246 of the Nevada Revised Statutes requires the following notification to Owner: The provisions of **NRS 108.245**, a part of the Mechanic's Lien Law of the State of Nevada requires, for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the materials supplied or the work or services performed. You may receive such notices in connection with the construction project which you propose to undertake.

Executed at: Nevada as of the date first above written.

If Acceptable Please Sign Original and Return to:

INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming Corporation

BY: _____
OWNER

BY: _____
CONTRACTOR

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

08/12/2019

<u>Date Rec'd</u>	7/25/2019
<u>Clerk's File #</u>	OPR 2019-0588
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016079
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on August 5, 2019 for Sunset Reservoir Rehabilitation - \$_____. An Administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (West Hills Neighborhood)

Summary (Background)

On August 5, 2019 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of \$910,701.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the August 12, 2019 council meeting.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 910,701.00	# 4100 42490 34145 54201 15770
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u> PIES 07/22/19
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	eraea@spokanecity.org
<u>For the Mayor</u>	publicworksaccounting@spokanecity.org
Additional Approvals	kgoodman@spokanecity.org
<u>Purchasing</u>	htrautman@spokanecity.org
	aduffey@spokanecity.org

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Sunset Reservoir Recoating
Date:	7-15-19
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)	This project is in the 6 year water program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Sunset reservoir, located near Indian Canyon golf course, is a 350,000 gallon steel reservoir constructed in 1967. 	
Executive Summary: <ul style="list-style-type: none"> This reservoir has not been repainted since its original construction 52 years ago. Reservoir coatings typically last 30-40 years although often they will last even longer. Repainting the interior consists of sandblasting off all the original paint down to bare metal then repainting in three coats. Repainting the exterior consists of pressure washing following by repainting. While the reservoir is out of service for repainting, water in this pressure zone will be backfed from the next reservoir up through pressure relief valves. There will be no impacts to the traveling public nor surrounding property owners. This work is planned to begin this fall and be finished next spring with a winter shutdown. This project is paid for with a low interest public works trust fund loan. 	
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 checked="" 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City Of Spokane
Engineering Services Department
*** * * Engineer's Final Estimate * * ***

Project Number: 2016079
Project Description Sunset Reservoir Rehabilitation **Original Date** 6/20/2019 2:17:32 PM
Funding Source State **Update Date** 7/9/2019 8:57:59 AM
Preparer Cindy Kinzer **Addendum**

Project Number: 2016079

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01		Sales tax shall NOT be included in unit prices		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00
103	MOBILIZATION	1 LS	*****	90,000.00
104	ESC LEAD	1 LS	*****	1,500.00
105	MATERIAL ON HAND EROSION CONTROL	1 LS	*****	3,000.00
106	CHAIN LINK FENCE TEMPORARY	300 LF	9.00	2,700.00
107	REMOVE AND REINSTALL COMMUNICATION EQUIPMENT	1 LS	*****	3,000.00
108	TANK SEALING	1 LS	*****	10,000.00
109	WELDED RESERVOIR COATING	1 LS	*****	590,000.00
110	DEHUMIDIFICATION AND HEATING	1 LS	*****	60,000.00
111	CORROSION REPAIR	1 LS	*****	30,000.00
112	WELDED RESERVOIR PATCHING	1 FA	60,000.00	60,000.00
113	REMOVAL, HANDLING, AND DISPOSAL OF CONTAMINATED COATINGS - TANK INTERIOR	1 LS	*****	50,000.00
114	REMOVAL, HANDLING, AND DISPOSAL OF CONTAMINATED COATINGS - TANK EXTERIOR	1 LS	*****	10,000.00
Schedule Totals				910,701.00

Project Number *2016079* *Sunset Reservoir Rehabilitation*

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>
<i>Engineer's Est</i>	910,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	910,701.00

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

08/12/2019

<u>Date Rec'd</u>	7/23/2019
<u>Clerk's File #</u>	OPR 2019-0589
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 6391	Project #	2016081
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR20737
Agenda Item Name	0370 LOW BID AWARD - NNAC, INC.		

Agenda Wording

Low Bid of National Native American Construction, Inc. for 2016081 Cincinnati Greenway - Spokane Falls Boulevard to Euclid Ave - \$567,428.00. An administrative reserve of \$56,742.80, which is 10% of the contract price, will be set aside.

Summary (Background)

On July 22, 2019 bids were opened for the above project. The low bid was from NNAC, Inc. in the amount of \$567,428.00, which is \$104,515300 or 15.5% Under the Engineer's Estimate; three other bids were received as follows: DW Excavating - \$582,085.60; Cameron-Reilly, LLC - \$591,528.00; and WM Winkler Co.-\$733,272.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 360,300.00	# 3200 95100 95300 56501 99999	
Expense \$ 263,870.80	# 1990 49847 95300 56501 99999	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u> PIES 07/22/19
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	htrautman@spokanecity.org
		aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

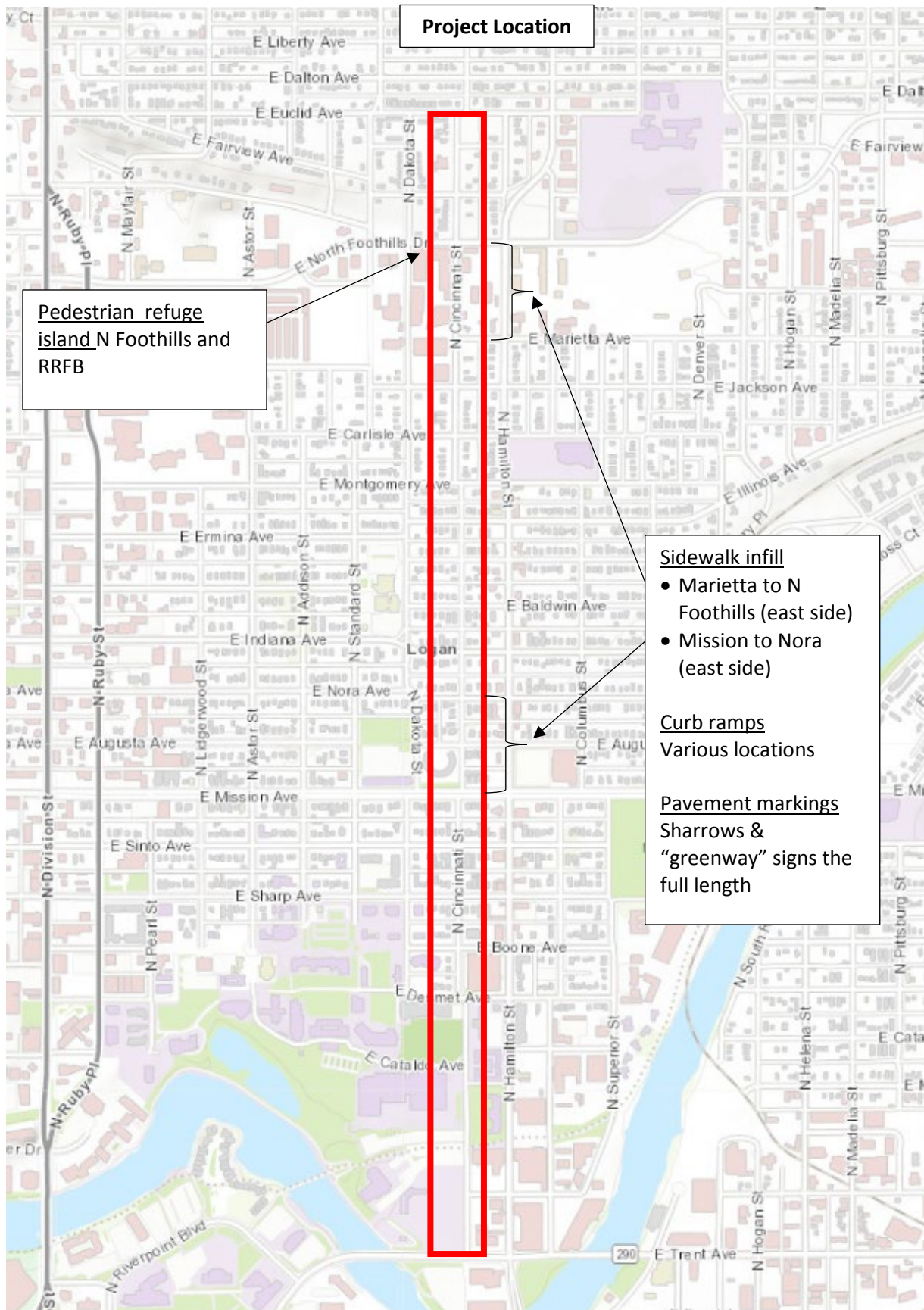
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Distribution List

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Cincinnati Greenway Project
Date:	7-22-19
Contact (email & phone):	Brandon Blankenagel (bblankenagel@spokanecity.org 625-6419)
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)	This project is in the 6 year street program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> Cincinnati Street was prioritized to be developed into a Greenway through a Council-driven program to develop a city greenway network. A Greenway is a neighborhood street that prioritizes pedestrian and bicycle traffic by providing an inviting atmosphere, and by limiting vehicle traffic volume. 	
Executive Summary: <ul style="list-style-type: none"> This project will install sidewalk, pavement markings, signage, and intersection updates in coordination with the STA Central City Line and GU's campus development to convert this street into a pedestrian and bicycle corridor. A rapid flashing beacon will be installed at the crossing of N. Foothills Dr. Construction is planned to begin this fall Detours are not expected to be necessary. This project is federally funded. 	
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 checked="" 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Project Location

Pedestrian refuge island N Foothills and RRFB

Sidewalk infill

- Marietta to N Foothills (east side)
- Mission to Nora (east side)

Curb ramps

Various locations

Pavement markings

Sharrows & "greenway" signs the full length

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

Project Number: 2016081

Project Description Cincinnati Greenway from Spokane Falls Blvd to

Original Date 5/6/2019 12:23:25 PM

Funding Source Euclid Ave

Update Date 7/22/2019 4:16:28 PM

Federal

Preparer Cindy Kinzer

Addendum

Project Number: 2016081			Engineer's Estimate		National Native American Construction, Inc.		DW Excavating, Inc_		Cameron-Reilly	
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

101	ADA FEATURES SURVEYING	1 LS	*****	3,000.00	*****	6,754.00	*****	6,150.00	*****	11,900.00
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	*****	2,000.00	*****	2,405.00	*****	3,600.00	*****	2,200.00
104	POTHOLING	4 EA	1,000.00	4,000.00	451.00	1,804.00	265.00	1,060.00	250.00	1,000.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	6,000.00	*****	8,074.00	*****	3,500.00	*****	2,500.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	7,214.00	*****	5,000.00	*****	6,600.00
107	MOBILIZATION	1 LS	*****	58,000.00	*****	34,820.00	*****	45,000.00	*****	43,611.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	22,000.00	*****	31,122.00	*****	24,450.00	*****	16,665.00
109	SEQUENTIAL ARROW SIGN	700 HR	6.00	4,200.00	3.00	2,100.00	3.41	2,387.00	3.00	2,100.00
110	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	11,569.00	*****	11,000.00	*****	10,000.00
111	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	500.00	*****	5,483.00	*****	5,865.00	*****	5,000.00
112	AIR OR HYDRO EVACUATION	2 EA	800.00	1,600.00	2.00	4.00	870.00	1,740.00	775.00	1,550.00
113	TREE PRUNING	15 EA	1,000.00	15,000.00	289.00	4,335.00	300.00	4,500.00	275.00	4,125.00
114	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	263 SY	10.00	2,630.00	19.00	4,997.00	7.00	1,841.00	12.00	3,156.00

<i>Project Number:</i> 2016081			<i>Engineer's Estimate</i>		National Native American Construction, Inc.		DW Excavating, Inc_		Cameron-Reilly	
<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 EXISTING CURB	824 LF	8.00	6,592.00	7.00	5,768.00	3.00	2,472.00	12.00	9,888.00
116	SAWCUTTING CURB	37 EA	30.00	1,110.00	24.00	888.00	34.00	1,258.00	50.00	1,850.00
117	SAWCUTTING RIGID PAVEMENT	448 LFI	2.00	896.00	1.00	448.00	1.00	448.00	1.00	448.00
118	SAWCUTTING FLEXIBLE PAVEMENT	5804 LFI	1.00	5,804.00	0.50	2,902.00	0.40	2,321.60	1.00	5,804.00
119	ROADWAY EXCAVATION INCL. HAUL	1 LS	*****	6,500.00	*****	15,534.00	*****	12,800.00	*****	64,010.00
120	PREPARATION OF UNTREATED ROADWAY	300 SY	6.00	1,800.00	47.00	14,100.00	4.00	1,200.00	5.00	1,500.00
121	CRUSHED SURFACING TOP COURSE	10 CY	90.00	900.00	1,784.00	17,840.00	125.00	1,250.00	80.00	800.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	120.00	13,200.00	244.00	26,840.00	131.00	14,410.00	120.00	13,200.00
123	HMA FOR PAVEMENT REPAIR CL.1/2 IN. PG 64-28, 4 INCH THICK	464 SY	50.00	23,200.00	52.50	24,360.00	89.00	41,296.00	52.00	24,128.00
124	HMA FOR PAVEMENT REPAIR CL.1/2 IN. PG 64-28, 6.5 INCH THICK	251 SY	85.00	21,335.00	79.00	19,829.00	118.00	29,618.00	77.00	19,327.00
125	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	4 SY	40.00	160.00	446.00	1,784.00	230.00	920.00	450.00	1,800.00
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	715 SY	50.00	35,750.00	21.00	15,015.00	30.00	21,450.00	35.00	25,025.00
127	CEMENT CONCRETE CURB WALL	154 LF	95.00	14,630.00	68.00	10,472.00	70.00	10,780.00	75.00	11,550.00
128	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	8 LF	60.00	480.00	196.00	1,568.00	42.00	336.00	100.00	800.00
129	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	120.00	1,920.00	179.00	2,864.00	104.00	1,664.00	200.00	3,200.00
130	MANHOLE 48 IN.	1 EA	6,000.00	6,000.00	6,104.00	6,104.00	3,220.00	3,220.00	3,500.00	3,500.00
131	GRATE INLET TYPE 3	2 EA	3,000.00	6,000.00	2,623.00	5,246.00	1,800.00	3,600.00	2,700.00	5,400.00
132	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	600.00	600.00	322.00	322.00	277.00	277.00	600.00	600.00

<i>Project Number:</i> 2016081			<i>Engineer's Estimate</i>		National Native American Construction, Inc.		DW Excavating, Inc_		Cameron-Reilly	
<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					
133	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	600.00	1,200.00	610.00	1,220.00	277.00	554.00	650.00	1,300.00
134	CATCH BASIN TYPE 1	2 EA	3,000.00	6,000.00	3,251.00	6,502.00	2,715.00	5,430.00	2,500.00	5,000.00
135	CATCH BASIN TYPE 3	2 EA	4,000.00	8,000.00	2,609.00	5,218.00	2,864.00	5,728.00	3,500.00	7,000.00
136	RETROFIT GRATE INLET WITH FRAME & BI-DIRECTIONAL VANED GRATE	2 EA	3,000.00	6,000.00	503.00	1,006.00	700.00	1,400.00	1,300.00	2,600.00
137	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	2,233.00	2,233.00	105.00	105.00	1,000.00	1,000.00
138	CONNECT 18 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	2,000.00	4,000.00	2,593.00	5,186.00	945.00	1,890.00	1,200.00	2,400.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	1,000.00	14,000.00	481.00	6,734.00	717.00	10,038.00	440.00	6,160.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	124 LF	100.00	12,400.00	79.00	9,796.00	59.00	7,316.00	65.00	8,060.00
141	CLEANING EXISTING SANITARY SEWER	3 EA	1,000.00	3,000.00	686.00	2,058.00	400.00	1,200.00	300.00	900.00
142	ESC LEAD	1 LS	*****	4,000.00	*****	12,023.00	*****	18,000.00	*****	11,000.00
143	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	8,000.00	*****	4,809.00	*****	7,200.00	*****	4,400.00
144	LANDSCAPING	1 LS	*****	2,000.00	*****	6,012.00	*****	5,900.00	*****	5,500.00
145	TOPSOIL TYPE A, 2 INCH THICK	440 SY	9.00	3,960.00	6.00	2,640.00	9.00	3,960.00	6.00	2,640.00
146	SEEDED LAWN INSTALLATION	310 SY	6.00	1,860.00	5.00	1,550.00	7.00	2,170.00	5.00	1,550.00
147	SOD INSTALLATION	130 SY	12.00	1,560.00	14.00	1,820.00	12.00	1,560.00	40.00	5,200.00
148	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,500.00	*****	6,613.00	*****	995.00	*****	6,000.00
149	CEMENT CONCRETE CURB	800 LF	40.00	32,000.00	33.00	26,400.00	36.00	28,800.00	30.00	24,000.00
150	CEMENT CONC. CURB AND GUTTER	320 LF	65.00	20,800.00	66.00	21,120.00	45.00	14,400.00	45.00	14,400.00

Project Number: 2016081		Engineer's Estimate			National Native American Construction, Inc.		DW Excavating, Inc_		Cameron-Reilly	
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					
151	CEMENT CONCRETE DRIVEWAY	288 SY	140.00	40,320.00	67.00	19,296.00	88.50	25,488.00	80.00	23,040.00
152	CEMENT CONCRETE DRIVEWAY TRANSITION	26 SY	110.00	2,860.00	79.00	2,054.00	116.00	3,016.00	80.00	2,080.00
153	CHANNELIZING DEVICES, TYPE 4	2 EA	300.00	600.00	295.00	590.00	333.00	666.00	300.00	600.00
154	CEMENT CONC. SIDEWALK	1301 SY	80.00	104,080.00	39.00	50,739.00	63.00	81,963.00	60.00	78,060.00
155	RAMP DETECTABLE WARNING	184 SF	40.00	7,360.00	21.00	3,864.00	26.00	4,784.00	20.00	3,680.00
156	RECTANGULAR RAPID-FLASHING BEACON (RRFB), SOLAR POWER	1 LS	*****	70,000.00	*****	40,915.00	*****	46,000.00	*****	40,315.00
157	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	21,000.00	*****	17,908.00	*****	20,000.00	*****	16,385.00
158	REMOVAL OF EXISTING PAVEMENT MARKINGS	27 SF	5.00	135.00	42.00	1,134.00	48.00	1,296.00	40.00	1,080.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	240 SF	11.00	2,640.00	17.00	4,080.00	19.00	4,560.00	16.00	3,840.00
160	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	38 EA	300.00	11,400.00	271.00	10,298.00	300.00	11,400.00	250.00	9,500.00
161	TRAFFIC ISLAND CONCRETE	6 SY	110.00	660.00	174.00	1,044.00	142.00	852.00	100.00	600.00
Schedule Totals				671,943.00		567,428.00		582,085.60		591,528.00

<i>Project Number:</i> 2016081		<i>Engineer's Estimate</i>			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> Street Improvements					Sales tax shall be included in unit prices					
101	ADA FEATURES SURVEYING	1 LS	*****	3,000.00	*****	4,000.00	*****	0.00	*****	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	2,000.00	*****	2,140.00	*****	0.00	*****	0.00
104	POTHOLING	4 EA	1,000.00	4,000.00	368.00	1,472.00	0.00	0.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	6,000.00	*****	18,082.00	*****	0.00	*****	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	1,496.00	*****	0.00	*****	0.00
107	MOBILIZATION	1 LS	*****	58,000.00	*****	81,279.00	*****	0.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	22,000.00	*****	44,416.00	*****	0.00	*****	0.00
109	SEQUENTIAL ARROW SIGN	700 HR	6.00	4,200.00	14.40	10,080.00	0.00	0.00	0.00	0.00
110	CLEARING AND GRUBBING	1 LS	*****	7,000.00	*****	13,956.00	*****	0.00	*****	0.00
111	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	500.00	*****	4,879.00	*****	0.00	*****	0.00
112	AIR OR HYDRO EVACUATION	2 EA	800.00	1,600.00	722.50	1,445.00	0.00	0.00	0.00	0.00
113	TREE PRUNING	15 EA	1,000.00	15,000.00	257.00	3,855.00	0.00	0.00	0.00	0.00
114	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	263 SY	10.00	2,630.00	55.00	14,465.00	0.00	0.00	0.00	0.00
115	REMOVE EXISTING CURB	824 LF	8.00	6,592.00	11.00	9,064.00	0.00	0.00	0.00	0.00
116	SAWCUTTING CURB	37 EA	30.00	1,110.00	32.00	1,184.00	0.00	0.00	0.00	0.00
117	SAWCUTTING RIGID PAVEMENT	448 LFI	2.00	896.00	1.00	448.00	0.00	0.00	0.00	0.00
118	SAWCUTTING FLEXIBLE PAVEMENT	5804 LFI	1.00	5,804.00	0.30	1,741.20	0.00	0.00	0.00	0.00
119	ROADWAY EXCAVATION INCL. HAUL	1 LS	*****	6,500.00	*****	43,966.00	*****	0.00	*****	0.00

<i>Project Number:</i> 2016081			<i>Engineer's Estimate</i>		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> Street Improvements					Sales tax shall be included in unit prices					
120	PREPARATION OF UNTREATED ROADWAY	300 SY	6.00	1,800.00	7.75	2,325.00	0.00	0.00	0.00	0.00
121	CRUSHED SURFACING TOP COURSE	10 CY	90.00	900.00	181.00	1,810.00	0.00	0.00	0.00	0.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	120.00	13,200.00	247.00	27,170.00	0.00	0.00	0.00	0.00
123	HMA FOR PAVEMENT REPAIR CL.1/2 IN. PG 64-28, 4 INCH THICK	464 SY	50.00	23,200.00	134.00	62,176.00	0.00	0.00	0.00	0.00
124	HMA FOR PAVEMENT REPAIR CL.1/2 IN. PG 64-28, 6.5 INCH THICK	251 SY	85.00	21,335.00	231.50	58,106.50	0.00	0.00	0.00	0.00
125	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	4 SY	40.00	160.00	725.50	2,902.00	0.00	0.00	0.00	0.00
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	715 SY	50.00	35,750.00	8.00	5,720.00	0.00	0.00	0.00	0.00
127	CEMENT CONCRETE CURB WALL	154 LF	95.00	14,630.00	91.70	14,121.80	0.00	0.00	0.00	0.00
128	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	8 LF	60.00	480.00	243.00	1,944.00	0.00	0.00	0.00	0.00
129	STORM SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	120.00	1,920.00	278.00	4,448.00	0.00	0.00	0.00	0.00
130	MANHOLE 48 IN.	1 EA	6,000.00	6,000.00	3,488.00	3,488.00	0.00	0.00	0.00	0.00
131	GRATE INLET TYPE 3	2 EA	3,000.00	6,000.00	1,648.00	3,296.00	0.00	0.00	0.00	0.00
132	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	600.00	600.00	523.00	523.00	0.00	0.00	0.00	0.00
133	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	2 EA	600.00	1,200.00	461.00	922.00	0.00	0.00	0.00	0.00
134	CATCH BASIN TYPE 1	2 EA	3,000.00	6,000.00	2,281.00	4,562.00	0.00	0.00	0.00	0.00
135	CATCH BASIN TYPE 3	2 EA	4,000.00	8,000.00	2,495.00	4,990.00	0.00	0.00	0.00	0.00
136	RETROFIT GRATE INLET WITH FRAME & BI-DIRECTIONAL VANED GRATE	2 EA	3,000.00	6,000.00	643.50	1,287.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2016081			<i>Engineer's Estimate</i>		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> Street Improvements					Sales tax shall be included in unit prices					
137	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	884.50	884.50	0.00	0.00	0.00	0.00
138	CONNECT 18 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	2,000.00	4,000.00	1,520.00	3,040.00	0.00	0.00	0.00	0.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	1,000.00	14,000.00	428.00	5,992.00	0.00	0.00	0.00	0.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	124 LF	100.00	12,400.00	71.30	8,841.20	0.00	0.00	0.00	0.00
141	CLEANING EXISTING SANITARY SEWER	3 EA	1,000.00	3,000.00	573.00	1,719.00	0.00	0.00	0.00	0.00
142	ESC LEAD	1 LS	*****	4,000.00	*****	1,963.00	*****	0.00	*****	0.00
143	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	8,000.00	*****	1,659.00	*****	0.00	*****	0.00
144	LANDSCAPING	1 LS	*****	2,000.00	*****	4,938.00	*****	0.00	*****	0.00
145	TOPSOIL TYPE A, 2 INCH THICK	440 SY	9.00	3,960.00	11.80	5,192.00	0.00	0.00	0.00	0.00
146	SEEDED LAWN INSTALLATION	310 SY	6.00	1,860.00	10.70	3,317.00	0.00	0.00	0.00	0.00
147	SOD INSTALLATION	130 SY	12.00	1,560.00	11.50	1,495.00	0.00	0.00	0.00	0.00
148	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,500.00	*****	6,713.00	*****	0.00	*****	0.00
149	CEMENT CONCRETE CURB	800 LF	40.00	32,000.00	40.80	32,640.00	0.00	0.00	0.00	0.00
150	CEMENT CONC. CURB AND GUTTER	320 LF	65.00	20,800.00	54.20	17,344.00	0.00	0.00	0.00	0.00
151	CEMENT CONCRETE DRIVEWAY	288 SY	140.00	40,320.00	110.50	31,824.00	0.00	0.00	0.00	0.00
152	CEMENT CONCRETE DRIVEWAY TRANSITION	26 SY	110.00	2,860.00	54.00	1,404.00	0.00	0.00	0.00	0.00
153	CHANNELIZING DEVICES, TYPE 4	2 EA	300.00	600.00	262.00	524.00	0.00	0.00	0.00	0.00
154	CEMENT CONC. SIDEWALK	1301 SY	80.00	104,080.00	56.30	73,246.30	0.00	0.00	0.00	0.00
155	RAMP DETECTABLE WARNING	184 SF	40.00	7,360.00	20.00	3,680.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2016081			<i>Engineer's Estimate</i>		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>	Street Improvements				Sales tax shall be included in unit prices					
156	RECTANGULAR RAPID-FLASHING BEACON (RRFB), SOLAR POWER	1 LS	*****	70,000.00	*****	38,787.00	*****	0.00	*****	0.00
157	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	21,000.00	*****	15,938.00	*****	0.00	*****	0.00
158	REMOVAL OF EXISTING PAVEMENT MARKINGS	27 SF	5.00	135.00	37.50	1,012.50	0.00	0.00	0.00	0.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	240 SF	11.00	2,640.00	15.00	3,600.00	0.00	0.00	0.00	0.00
160	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	38 EA	300.00	11,400.00	241.00	9,158.00	0.00	0.00	0.00	0.00
161	TRAFFIC ISLAND CONCRETE	6 SY	110.00	660.00	100.00	600.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				671,943.00		733,272.00		0.00		0.00

Project Number *2016081* *Cincinnati Greenway from Spokane Falls Blvd to Euclid Ave*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	671,943.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	671,943.00
National Native Americ	567,428.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	567,428.00
DW Excavating, Inc.	582,085.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	582,085.60
Cameron-Reilly	591,528.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	591,528.00
William Winkler Compa	733,272.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	733,272.00

Low Bid Contractor: National Native American Construction, Inc.

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$567,428.00	\$671,943.00	15.55	% Under Estimate
<i>Bid Totals</i>	\$567,428.00	\$671,943.00	15.55	% Under Estimate

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

08/12/2019

<u>Date Rec'd</u>	7/30/2019
<u>Clerk's File #</u>	OPR 2019-0590
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6348	Project #	2018095
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	20763
Agenda Item Name	0370 - LOW BID AWARD - CAMERON-REILLY LLC		

Agenda Wording

Low Bid of Cameron-Reilly LLC (Spokane, WA) for Driscoll Boulevard Sidewalk- \$374,511.40. An administrative reserve of \$37,451.14, which is 10% of the contract price, will be set aside. (Northwest Neighborhood Council)

Summary (Background)

On July 29, 2019 bids were opened for the above project. The low bid was from Cameron-Reilly LLC in the amount of \$374,511.40, which is \$15,023.60 or 3.9% under the Engineer's Estimate; three other bids were received as follows: Wm Winkler, Co. - \$420,245.50; DW Excavating, Inc. - \$385,572.80; and Bacon Concrete, Inc. - Responsive Bid.

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

Expense	\$ 260,498.00	# 3200 95134 95300 56501 99999
Expense	\$ 151,464.54	# 1990 49848 95300 56501 99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u>	Finance 7/15/19
<u>Finance</u>	ORLOB, KIMBERLY	<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>		kgoodman@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		aduffey@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

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

08/12/2019

<u>Date Rec'd</u>	7/30/2019
<u>Clerk's File #</u>	OPR 2019-0589
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6348	Project #	2018095
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	20763
Agenda Item Name	0370 - LOW BID AWARD - CAMERON-REILLY LLC		

Agenda Wording

Low Bid of Cameron-Reilly LLC (Spokane, WA) for Driscoll Boulevard Sidewalk- \$374,511.40. An administrative reserve of \$37,451.14, which is 10% of the contract price, will be set aside. (Northwest Neighborhood Council)

Summary (Background)

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<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 260,498.00	# 3200 95134 95300 56501 99999	
Expense \$ 151,464.54	# 1990 49848 95300 56501 99999	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	KEGLEY, DANIEL	<u>Other</u> Finance 7/15/19
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

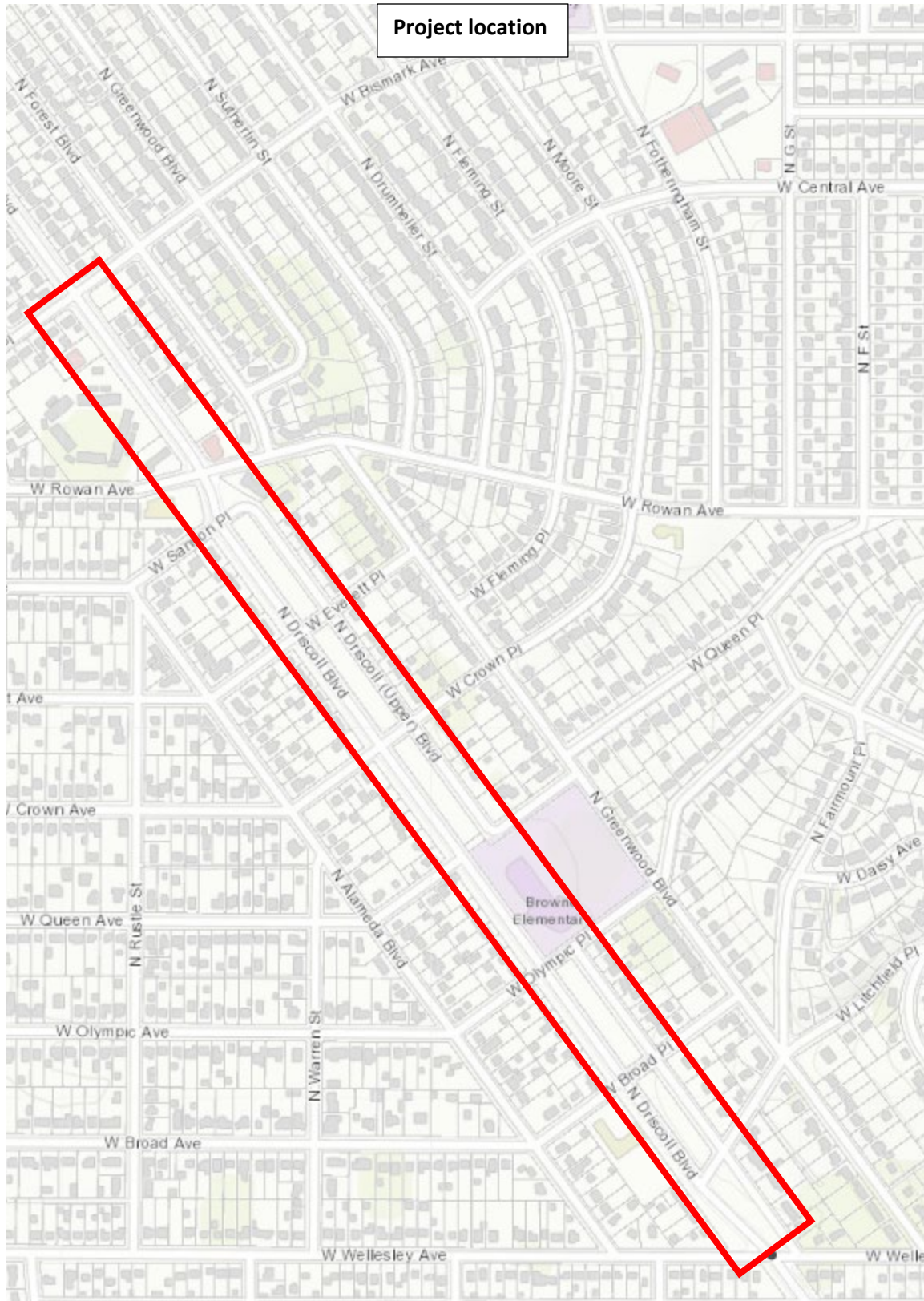
Distribution List

Briefing Paper

Finance & Administration

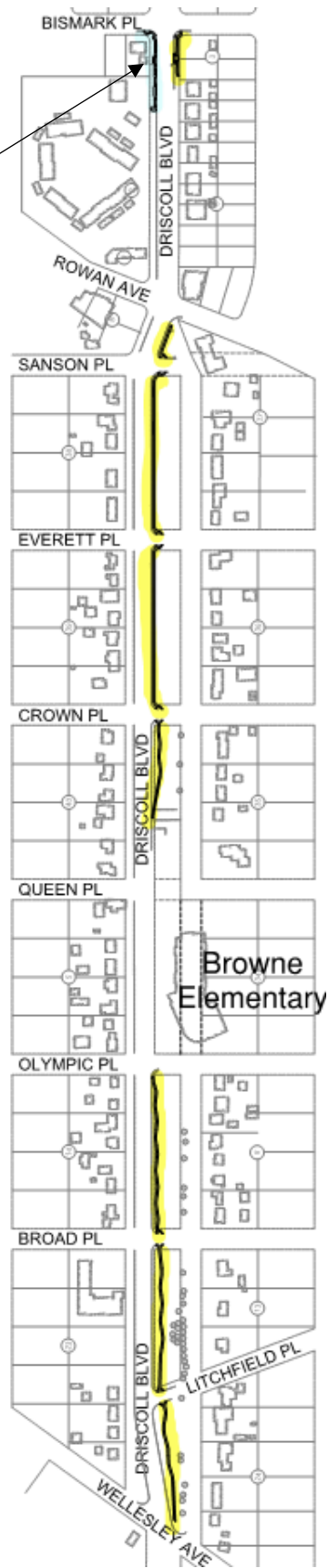
Division & Department:	Public Works, Engineering
Subject:	Driscoll Blvd. Sidewalk Project
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> 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)	This project is in the 6 year street program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> The area along Driscoll Blvd. has high pedestrian counts in part because it is near an elementary school. 	
Executive Summary: <ul style="list-style-type: none"> There are various gaps in sidewalk along Driscoll Blvd in the vicinity of Brown Elementary School. The proposed sidewalk fills these gaps with mostly separated sidewalk. Construction is planned in fall 2019 and may span into 2020. The project is paid approximately half by TIB (state grant) and half TBD (local funds) No vehicular detours or traffic disruption will be required. Pedestrians will be routed around construction. 	
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 checked="" 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Project location



Project location

Adjacent sidewalk, all
other sidewalk separated



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

Project Number: 2018095

Project Description Driscoll Boulevard Sidewalk

Original Date 6/21/2019 12:45:44 PM

Funding Source Local

Update Date 7/29/2019 1:59:38 PM

Preparer Martin Keller

Addendum

Project Number: 2018095			Engineer's Estimate		Cameron-Reilly		DW Excavating, Inc_		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	*****	7,000.00	*****	8,000.00	*****	4,200.00	*****	4,500.00
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	*****	500.00	*****	750.00	*****	100.00	*****	900.00
104	POTHOLING	4 EA	700.00	2,800.00	250.00	1,000.00	300.00	1,200.00	391.00	1,564.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,000.00	*****	5,000.00	*****	3,500.00	*****	13,500.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	700.00	700.00	6,000.00	6,000.00	830.00	830.00	2,222.00	2,222.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	650.00	*****	6,000.00	*****	2,222.00
108	MOBILIZATION	1 LS	*****	26,660.00	*****	29,201.00	*****	40,000.00	*****	47,220.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	6,500.00	*****	29,800.00	*****	32,500.00
110	TYPE III BARRICADE	8 EA	100.00	800.00	100.00	800.00	74.00	592.00	300.00	2,400.00
111	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	12,000.00	*****	11,500.00	*****	10,250.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	7,000.00	*****	5,000.00	*****	5,900.00	*****	4,900.00
113	AIR OR HYDRO EVACUATION	19 EA	800.00	15,200.00	770.00	14,630.00	930.00	17,670.00	725.00	13,775.00
114	REMOVE TREE, CLASS I	1 EA	350.00	350.00	500.00	500.00	500.00	500.00	395.00	395.00

<i>Project Number:</i> 2018095			<i>Engineer's Estimate</i>		Cameron-Reilly		DW Excavating, Inc_		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 PRUNING	29 EA	400.00	11,600.00	225.00	6,525.00	270.00	7,830.00	215.00	6,235.00
116	REMOVE EXISTING CURB	479 LF	8.00	3,832.00	12.00	5,748.00	3.50	1,676.50	11.25	5,388.75
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	90 SY	10.00	900.00	12.00	1,080.00	8.00	720.00	45.00	4,050.00
118	SAWCUTTING CURB	70 EA	30.00	2,100.00	50.00	3,500.00	30.00	2,100.00	33.00	2,310.00
119	SAWCUTTING RIGID PAVEMENT	175 LFI	2.00	350.00	1.00	175.00	1.00	175.00	1.10	192.50
120	SAWCUTTING FLEXIBLE PAVEMENT	3001 LFI	1.00	3,001.00	1.00	3,001.00	0.30	900.30	0.35	1,050.35
121	ROADWAY EXCAVATION INCL. HAUL	1 LS	*****	6,000.00	*****	52,500.00	*****	11,000.00	*****	15,674.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	104 CY	120.00	12,480.00	80.00	8,320.00	130.00	13,520.00	133.00	13,832.00
123	CRUSHED SURFACING TOP COURSE	2 CY	47.00	94.00	100.00	200.00	120.00	240.00	343.00	686.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	108 SY	45.00	4,860.00	55.00	5,940.00	36.00	3,888.00	82.00	8,856.00
125	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	119 SY	50.00	5,950.00	65.00	7,735.00	49.00	5,831.00	97.60	11,614.40
126	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 5 INCH THICK	65 SY	58.00	3,770.00	95.00	6,175.00	61.00	3,965.00	144.50	9,392.50
127	PAVEMENT REPAIR EXCAVATION INCL. HAUL	292 SY	50.00	14,600.00	35.00	10,220.00	33.00	9,636.00	16.50	4,818.00
128	CEMENT CONCRETE CURB WALL	160 LF	80.00	12,800.00	75.00	12,000.00	84.00	13,440.00	88.25	14,120.00
129	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	600.00	600.00	600.00	600.00	170.00	170.00	475.00	475.00
130	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	1 EA	800.00	800.00	750.00	750.00	300.00	300.00	430.00	430.00
131	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	600.00	7,800.00	350.00	4,550.00	230.00	2,990.00	226.00	2,938.00
132	ESC LEAD	1 LS	*****	2,000.00	*****	750.00	*****	200.00	*****	950.00

Project Number: 2018095			Engineer's Estimate		Cameron-Reilly		DW Excavating, Inc_		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

133	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	4,000.00	*****	2,500.00	*****	350.00	*****	7,500.00
134	TOPSOIL TYPE A, 2 INCH THICK	2680 SY	5.00	13,400.00	3.00	8,040.00	4.00	10,720.00	2.85	7,638.00
135	HYDROSEEDING	1445 SY	3.00	4,335.00	2.00	2,890.00	3.00	4,335.00	1.50	2,167.50
136	SOD INSTALLATION	1235 SY	12.00	14,820.00	7.00	8,645.00	9.00	11,115.00	6.80	8,398.00
137	3 INCH PVC IRRIGATION SLEEVE	108 LF	10.00	1,080.00	25.00	2,700.00	34.00	3,672.00	25.50	2,754.00
138	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	6,000.00	*****	8,800.00	*****	11,800.00	*****	8,829.00
139	CEMENT CONCRETE CURB	479 LF	38.00	18,202.00	32.00	15,328.00	38.00	18,202.00	35.90	17,196.10
140	CEMENT CONCRETE DRIVEWAY	89 SY	70.00	6,230.00	80.00	7,120.00	94.00	8,366.00	121.50	10,813.50
141	CEMENT CONCRETE DRIVEWAY TRANSITION	9 SY	140.00	1,260.00	100.00	900.00	94.00	846.00	70.10	630.90
142	CEMENT CONC. SIDEWALK	1772 SY	65.00	115,180.00	47.95	84,967.40	55.00	97,460.00	57.75	102,333.00
143	RAMP DETECTABLE WARNING	116 SF	30.00	3,480.00	20.00	2,320.00	27.00	3,132.00	20.00	2,320.00
144	SIGNING, PERMNET, CITY MANUFACTURES SIGNS	1 LS	*****	4,000.00	*****	7,000.00	*****	8,800.00	*****	7,000.00
145	IRRIGATION SYSTEM - TEMPORARY	1 LS	*****	5,000.00	*****	3,500.00	*****	4,400.00	*****	3,304.00
Schedule Totals				389,535.00		374,511.40		383,572.80		420,245.50

Project Number *2018095* *Driscoll Boulevard Sidewalk*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	389,535.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	389,535.00
Cameron-Reilly	374,511.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374,511.40
DW Excavating, Inc.	383,572.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383,572.80
William Winkler Compa	420,245.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	420,245.50

Low Bid Contractor: Cameron-Reilly

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$374,511.40	\$389,535.00	3.86	% Under Estimate
<i>Bid Totals</i>	\$374,511.40	\$389,535.00	3.86	% Under Estimate

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

08/12/2019

<u>Date Rec'd</u>	7/23/2019
<u>Clerk's File #</u>	OPR 2019-0591
<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>	2018109
<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 – HALME CONSTRUCTION INC.		

Agenda Wording

Low Bid of Halme Construction, Inc., (Spokane, WA) for Spotted Road to Allman Sewer Replacement - \$619,061.29 plus tax. An administrative reserve of \$61,906.13 plus tax, which is 10% of the contract, will be set aside. (West Hills Neighborhood)

Summary (Background)

On July 22, 2019 bids were opened for the above project. The low bid was from Halme Constuction, Inc., in the amount of \$619,061.29, which is \$461,739.71 or 42.7% under the Engineer's Estimate; seven other bids were received as follows: L&L Cargile, Inc., - \$630,988.50, DW Excavating, Inc., - \$638,827.00, Red Diamond Construction - \$666,035.58, Big Sky Northwest, Inc., - \$821,582.00, Shamrock Paving, Inc., - \$858,404.00, N.A. Degerstrom, Inc., - \$1,077,026.50 and S& L Underground, Inc., -

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 741,573.52	# 4250 43387 94350 56501 14415	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u> Finance 7/15/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<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>		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

\$1,095,200.00.

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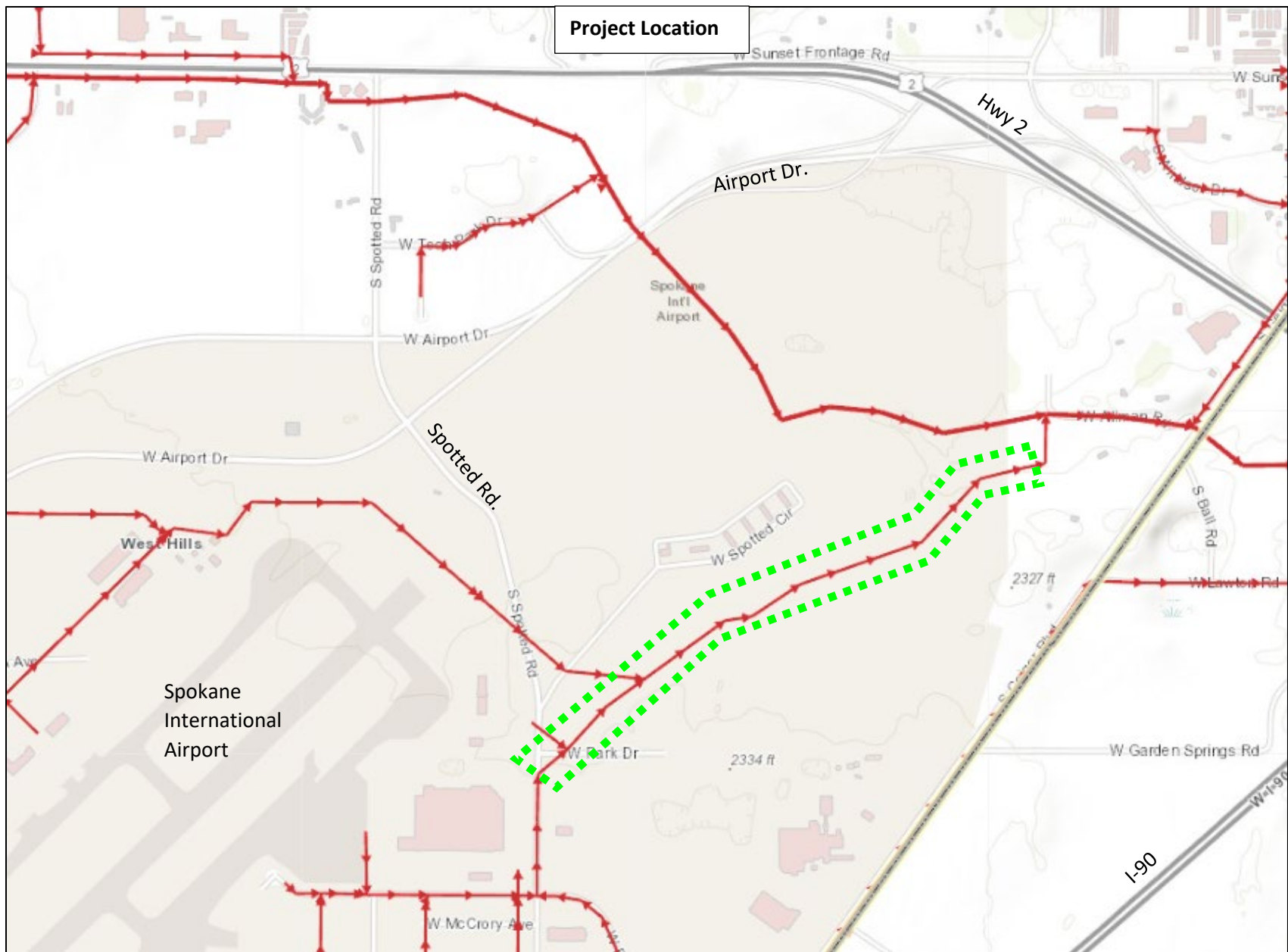
Select \$	#
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Distribution List

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Spotted Rd. Sewer
Date:	7-15-18
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)	This project is in the 6 year sewer program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<u>Background/History:</u>	
<ul style="list-style-type: none"> The sewer proposed to be replaced was installed in the early 1940s and is made of vitrified clay 	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> The existing 12" sewer, installed in an area of seasonally high groundwater, infiltrates large amounts of water, all of which ends up at the wastewater treatment plant. The proposed 15" replacement sewer will eliminate this infiltration. The upsize from 12" to 15" permits a modest amount of expansion from the airport and adjacent business park. Construction is planned for this fall when the groundwater level is at its lowest. This project is entirely out of the roadway so no traffic impacts will occur. This project is paid with local funds 	
<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:	



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

Project Number: 2018109

Project Description Spotted Rd. to Allman Sewer Replacement

Original Date 6/4/2019 11:38:13 AM

Funding Source State

Update Date 7/22/2019 2:38:19 PM

Preparer David St Pierre

Addendum

Project Number: 2018109			Engineer's Estimate		Halme Construction Inc		L & L Cargile Inc		DW Excavating, 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 Sewer Improvements		Sales tax shall NOT 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	*****	1,000.00	*****	500.00	*****	50.00	*****	50.00
103	POTHOLING	5 EA	2,000.00	10,000.00	612.44	3,062.20	250.00	1,250.00	519.00	2,595.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,631.01	*****	3,000.00	*****	4,800.00
105	MOBILIZATION	1 LS	*****	71,000.00	*****	55,000.00	*****	50,518.00	*****	57,900.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	6,345.99	*****	10,000.00	*****	10,700.00
107	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	30,000.00	*****	2,500.00	*****	30,000.00
108	AIR OR HYDRO EVACUATION	1 EA	650.00	650.00	710.37	710.37	330.00	330.00	800.00	800.00
109	TREE PROTECTION ZONE	23 EA	250.00	5,750.00	214.75	4,939.25	210.00	4,830.00	264.00	6,072.00
110	REMOVE TREE, CLASS I	18 EA	1,000.00	18,000.00	368.34	6,630.12	350.00	6,300.00	440.00	7,920.00
111	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	989.26	2,967.78	940.00	2,820.00	1,200.00	3,600.00
112	REMOVE TREE, CLASS III	1 EA	3,000.00	3,000.00	2,946.73	2,946.73	2,800.00	2,800.00	3,500.00	3,500.00
113	TREE PRUNING	17 EA	300.00	5,100.00	221.00	3,757.00	210.00	3,570.00	264.00	4,488.00
114	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	7,852.07	*****	1,200.00	*****	19,200.00

<i>Project Number:</i> 2018109		<i>Engineer's Estimate</i>			Halme Construction Inc		L & L Cargile Inc		DW Excavating, 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
115	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	14 EA	800.00	11,200.00	220.22	3,083.08	250.00	3,500.00	75.00	1,050.00
116	SAWCUTTING FLEXIBLE PAVEMENT	460 LFI	0.80	368.00	0.28	128.80	1.00	460.00	1.00	460.00
117	SITE EXCAVATION, SHAPING AND GRADING	1 LS	*****	25,000.00	*****	22,856.13	*****	22,000.00	*****	5,800.00
118	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	20.00	200.00	16.99	169.90	10.00	100.00	10.00	100.00
119	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	11.79	117.90	15.00	150.00	15.00	150.00
120	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1523 SY	4.00	6,092.00	6.64	10,112.72	1.50	2,284.50	2.00	3,046.00
121	CRUSHED SURFACING TOP COURSE	181 CY	40.00	7,240.00	58.59	10,604.79	35.00	6,335.00	49.00	8,869.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	95 SY	90.00	8,550.00	45.57	4,329.15	44.00	4,180.00	82.00	7,790.00
123	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	29 SY	45.00	1,305.00	81.35	2,359.15	80.00	2,320.00	147.00	4,263.00
124	PAVEMENT REPAIR EXCAVATION INCL. HAUL	124 SY	30.00	3,720.00	23.55	2,920.20	25.00	3,100.00	55.00	6,820.00
125	MANHOLE 48 IN.	14 EA	3,000.00	42,000.00	3,868.46	54,158.44	2,400.00	33,600.00	2,900.00	40,600.00
126	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	800.00	1,600.00	632.34	1,264.68	1,100.00	2,200.00	737.00	1,474.00
127	CONNECT 15 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	800.00	2,400.00	858.83	2,576.49	600.00	1,800.00	2,330.00	6,990.00
128	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	1,519.18	1,519.18	412.00	412.00	205.00	205.00
129	RECONSTRUCT MANHOLE INVERT	2 EA	1,500.00	3,000.00	1,970.05	3,940.10	2,200.00	4,400.00	1,400.00	2,800.00
130	MANHOLE TEST	3 EA	200.00	600.00	974.54	2,923.62	500.00	1,500.00	251.00	753.00
131	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	100.00	10,000.00	60.80	6,080.00	80.00	8,000.00	110.00	11,000.00
132	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	22.00	17,600.00	16.99	13,592.00	10.00	8,000.00	12.00	9,600.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Big Sky Development Inc		Shamrock Paving 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> Sewer Improvements					Sales tax shall NOT 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	*****	1,000.00	*****	400.00	*****	3,013.00	*****	480.00
103	POTHOLING	5 EA	2,000.00	10,000.00	300.00	1,500.00	349.00	1,745.00	340.00	1,700.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	100.00	*****	4,219.00	*****	1,200.00
105	MOBILIZATION	1 LS	*****	71,000.00	*****	73,000.00	*****	50,000.00	*****	45,000.25
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	7,500.00	*****	10,547.00	*****	13,500.00
107	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	23,700.00	*****	2,567.00	*****	16,000.00
108	AIR OR HYDRO EVACUATION	1 EA	650.00	650.00	100.00	100.00	1,178.00	1,178.00	850.00	850.00
109	TREE PROTECTION ZONE	23 EA	250.00	5,750.00	100.00	2,300.00	105.00	2,415.00	250.00	5,750.00
110	REMOVE TREE, CLASS I	18 EA	1,000.00	18,000.00	180.00	3,240.00	30.00	540.00	425.00	7,650.00
111	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	400.00	1,200.00	69.00	207.00	1,150.00	3,450.00
112	REMOVE TREE, CLASS III	1 EA	3,000.00	3,000.00	1,200.00	1,200.00	239.00	239.00	3,400.00	3,400.00
113	TREE PRUNING	17 EA	300.00	5,100.00	100.00	1,700.00	318.00	5,406.00	250.00	4,250.00
114	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	3,400.00	*****	1,304.00	*****	4,250.00
115	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	14 EA	800.00	11,200.00	400.00	5,600.00	697.00	9,758.00	3,850.00	53,900.00
116	SAWCUTTING FLEXIBLE PAVEMENT	460 LFI	0.80	368.00	0.90	414.00	2.00	920.00	1.00	460.00
117	SITE EXCAVATION, SHAPING AND GRADING	1 LS	*****	25,000.00	*****	22,000.00	*****	26,156.00	*****	43,000.00
118	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	20.00	200.00	38.00	380.00	33.00	330.00	13.50	135.00
119	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	60.00	600.00	45.00	450.00	26.00	260.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Big Sky Development Inc		Shamrock Paving 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
120	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1523 SY	4.00	6,092.00	6.00	9,138.00	2.00	3,046.00	1.25	1,903.75
121	CRUSHED SURFACING TOP COURSE	181 CY	40.00	7,240.00	45.00	8,145.00	52.00	9,412.00	64.00	11,584.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	95 SY	90.00	8,550.00	57.00	5,415.00	66.00	6,270.00	53.00	5,035.00
123	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	29 SY	45.00	1,305.00	70.00	2,030.00	117.00	3,393.00	80.00	2,320.00
124	PAVEMENT REPAIR EXCAVATION INCL. HAUL	124 SY	30.00	3,720.00	18.00	2,232.00	24.00	2,976.00	80.00	9,920.00
125	MANHOLE 48 IN.	14 EA	3,000.00	42,000.00	3,400.00	47,600.00	3,399.00	47,586.00	2,975.00	41,650.00
126	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	800.00	1,600.00	800.00	1,600.00	1,211.00	2,422.00	900.00	1,800.00
127	CONNECT 15 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	800.00	2,400.00	900.00	2,700.00	3,056.00	9,168.00	725.00	2,175.00
128	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	700.00	700.00	2,127.00	2,127.00	750.00	750.00
129	RECONSTRUCT MANHOLE INVERT	2 EA	1,500.00	3,000.00	1,200.00	2,400.00	347.00	694.00	1,000.00	2,000.00
130	MANHOLE TEST	3 EA	200.00	600.00	300.00	900.00	352.00	1,056.00	750.00	2,250.00
131	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	100.00	10,000.00	90.00	9,000.00	147.00	14,700.00	420.00	42,000.00
132	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	22.00	17,600.00	8.00	6,400.00	19.00	15,200.00	20.00	16,000.00
133	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	34.00	27,200.00	32.00	25,600.00	41.00	32,800.00	36.00	28,800.00
134	IMPORTED BACKFILL	800 CY	30.00	24,000.00	25.00	20,000.00	43.00	34,400.00	33.00	26,400.00
135	TRENCH SAFETY SYSTEM	1 LS	*****	3,460.00	*****	2,800.00	*****	3,688.00	*****	6,000.00
136	CUT-OFF WALL	16 EA	1,500.00	24,000.00	800.00	12,800.00	825.00	13,200.00	2,500.00	40,000.00
137	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,500.00	*****	19,000.00	*****	2,590.00	*****	6,000.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Big Sky Development Inc		Shamrock Paving 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
138	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	2,800.00	2,800.00	7,440.00	7,440.00	3,000.00	3,000.00
139	CLEANING EXISTING SANITARY SEWER	1 EA	400.00	400.00	400.00	400.00	645.00	645.00	500.00	500.00
140	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	80.00	800.00	100.00	1,000.00	85.00	850.00	50.00	500.00
141	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	5482 LF	95.00	520,790.00	50.69	277,882.58	70.00	383,740.00	60.00	328,920.00
142	VALVE CHAMBER	1 EA	3,000.00	3,000.00	1,400.00	1,400.00	3,656.00	3,656.00	4,250.00	4,250.00
143	BYPASS SEWER PUMPING	1 LS	*****	25,000.00	*****	20,600.00	*****	20,401.00	*****	40,000.00
144	ESC LEAD	1 LS	*****	1,200.00	*****	1,500.00	*****	1,660.00	*****	300.00
145	STABILIZED CONSTRUCTION ENTRANCE	207 SY	35.00	7,245.00	14.00	2,898.00	16.00	3,312.00	15.00	3,105.00
146	HIGH VISIBILITY SILT FENCE	4730 LF	6.00	28,380.00	4.00	18,920.00	5.00	23,650.00	3.00	14,190.00
147	HYDROSEEDING	22380 SY	5.00	111,900.00	0.50	11,190.00	1.00	22,380.00	0.50	11,190.00
148	PAVEMENT MARKING - DURABLE HEAT APPLIED	25 SF	10.00	250.00	26.00	650.00	1,125.00	28,125.00	25.00	625.00
<i>Schedule Totals</i>				1,080,801.00		666,035.58		821,582.00		858,404.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		Halme Construction Inc		L & L Cargile Inc		DW Excavating, 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
133	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	34.00	27,200.00	11.79	9,432.00	15.00	12,000.00	23.00	18,400.00
134	IMPORTED BACKFILL	800 CY	30.00	24,000.00	11.79	9,432.00	15.00	12,000.00	25.67	20,536.00
135	TRENCH SAFETY SYSTEM	1 LS	*****	3,460.00	*****	5,262.02	*****	5,000.00	*****	3,700.00
136	CUT-OFF WALL	16 EA	1,500.00	24,000.00	2,306.22	36,899.52	600.00	9,600.00	1,000.00	16,000.00
137	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,500.00	*****	23,640.50	*****	1,200.00	*****	1,900.00
138	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	4,694.24	4,694.24	3,200.00	3,200.00	2,400.00	2,400.00
139	CLEANING EXISTING SANITARY SEWER	1 EA	400.00	400.00	315.72	315.72	300.00	300.00	2,500.00	2,500.00
140	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	80.00	800.00	56.27	562.70	50.00	500.00	45.00	450.00
141	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	5482 LF	95.00	520,790.00	38.04	208,535.28	53.00	290,546.00	47.00	257,654.00
142	VALVE CHAMBER	1 EA	3,000.00	3,000.00	3,425.78	3,425.78	2,500.00	2,500.00	2,500.00	2,500.00
143	BYPASS SEWER PUMPING	1 LS	*****	25,000.00	*****	21,627.25	*****	64,500.00	*****	21,900.00
144	ESC LEAD	1 LS	*****	1,200.00	*****	500.00	*****	50.00	*****	125.00
145	STABILIZED CONSTRUCTION ENTRANCE	207 SY	35.00	7,245.00	26.29	5,442.03	15.00	3,105.00	18.00	3,726.00
146	HIGH VISIBILITY SILT FENCE	4730 LF	6.00	28,380.00	2.26	10,689.80	5.00	23,650.00	2.50	11,825.00
147	HYDROSEEDING	22380 SY	5.00	111,900.00	0.37	8,280.60	0.40	8,952.00	0.50	11,190.00
148	PAVEMENT MARKING - DURABLE HEAT APPLIED	25 SF	10.00	250.00	9.68	242.00	15.00	375.00	25.00	625.00
<i>Schedule Totals</i>				1,080,801.00		619,061.29		630,988.50		638,827.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		N A Degerstrom Inc		S & L Underground 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> Sewer Improvements					Sales tax shall NOT 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	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	500.00	*****	2,500.00	*****	0.00
103	POTHOLING	5 EA	2,000.00	10,000.00	750.00	3,750.00	250.00	1,250.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	5,000.00	*****	6,000.00	*****	0.00
105	MOBILIZATION	1 LS	*****	71,000.00	*****	125,000.00	*****	110,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	15,000.00	*****	10,000.00	*****	0.00
107	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	15,000.00	*****	25,000.00	*****	0.00
108	AIR OR HYDRO EVACUATION	1 EA	650.00	650.00	1,000.00	1,000.00	850.00	850.00	0.00	0.00
109	TREE PROTECTION ZONE	23 EA	250.00	5,750.00	220.00	5,060.00	220.00	5,060.00	0.00	0.00
110	REMOVE TREE, CLASS I	18 EA	1,000.00	18,000.00	350.00	6,300.00	450.00	8,100.00	0.00	0.00
111	REMOVE TREE, CLASS II	3 EA	2,000.00	6,000.00	1,000.00	3,000.00	1,400.00	4,200.00	0.00	0.00
112	REMOVE TREE, CLASS III	1 EA	3,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,500.00	0.00	0.00
113	TREE PRUNING	17 EA	300.00	5,100.00	225.00	3,825.00	275.00	4,675.00	0.00	0.00
114	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	12,000.00	*****	5,000.00	*****	25,000.00	*****	0.00
115	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	14 EA	800.00	11,200.00	750.00	10,500.00	1,000.00	14,000.00	0.00	0.00
116	SAWCUTTING FLEXIBLE PAVEMENT	460 LFI	0.80	368.00	1.00	460.00	6.00	2,760.00	0.00	0.00
117	SITE EXCAVATION, SHAPING AND GRADING	1 LS	*****	25,000.00	*****	50,000.00	*****	20,000.00	*****	0.00
118	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	20.00	200.00	35.00	350.00	38.00	380.00	0.00	0.00
119	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	65.00	650.00	48.00	480.00	0.00	0.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		N A Degerstrom Inc		S & L Underground 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
120	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	1523 SY	4.00	6,092.00	1.50	2,284.50	6.00	9,138.00	0.00	0.00
121	CRUSHED SURFACING TOP COURSE	181 CY	40.00	7,240.00	60.00	10,860.00	38.00	6,878.00	0.00	0.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	95 SY	90.00	8,550.00	45.00	4,275.00	75.00	7,125.00	0.00	0.00
123	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	29 SY	45.00	1,305.00	80.00	2,320.00	95.00	2,755.00	0.00	0.00
124	PAVEMENT REPAIR EXCAVATION INCL. HAUL	124 SY	30.00	3,720.00	25.00	3,100.00	20.00	2,480.00	0.00	0.00
125	MANHOLE 48 IN.	14 EA	3,000.00	42,000.00	7,000.00	98,000.00	6,000.00	84,000.00	0.00	0.00
126	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	800.00	1,600.00	750.00	1,500.00	500.00	1,000.00	0.00	0.00
127	CONNECT 15 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	800.00	2,400.00	3,000.00	9,000.00	5,000.00	15,000.00	0.00	0.00
128	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	750.00	750.00	4,500.00	4,500.00	0.00	0.00
129	RECONSTRUCT MANHOLE INVERT	2 EA	1,500.00	3,000.00	1,500.00	3,000.00	3,500.00	7,000.00	0.00	0.00
130	MANHOLE TEST	3 EA	200.00	600.00	1,000.00	3,000.00	800.00	2,400.00	0.00	0.00
131	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	100.00	10,000.00	150.00	15,000.00	150.00	15,000.00	0.00	0.00
132	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	22.00	17,600.00	30.00	24,000.00	14.00	11,200.00	0.00	0.00
133	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	800 CY	34.00	27,200.00	20.00	16,000.00	26.00	20,800.00	0.00	0.00
134	IMPORTED BACKFILL	800 CY	30.00	24,000.00	25.00	20,000.00	26.00	20,800.00	0.00	0.00
135	TRENCH SAFETY SYSTEM	1 LS	*****	3,460.00	*****	1,000.00	*****	10,000.00	*****	0.00
136	CUT-OFF WALL	16 EA	1,500.00	24,000.00	550.00	8,800.00	1,000.00	16,000.00	0.00	0.00
137	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,500.00	*****	7,500.00	*****	10,000.00	*****	0.00

<i>Project Number:</i> 2018109			<i>Engineer's Estimate</i>		N A Degerstrom Inc		S & L Underground 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> Sewer Improvements					Sales tax shall NOT be included in unit prices					
138	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	4,500.00	4,500.00	3,500.00	3,500.00	0.00	0.00
139	CLEANING EXISTING SANITARY SEWER	1 EA	400.00	400.00	5,000.00	5,000.00	15,000.00	15,000.00	0.00	0.00
140	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	80.00	800.00	75.00	750.00	80.00	800.00	0.00	0.00
141	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	5482 LF	95.00	520,790.00	90.00	493,380.00	80.00	438,560.00	0.00	0.00
142	VALVE CHAMBER	1 EA	3,000.00	3,000.00	5,000.00	5,000.00	10,000.00	10,000.00	0.00	0.00
143	BYPASS SEWER PUMPING	1 LS	*****	25,000.00	*****	45,000.00	*****	80,000.00	*****	0.00
144	ESC LEAD	1 LS	*****	1,200.00	*****	500.00	*****	5,000.00	*****	0.00
145	STABILIZED CONSTRUCTION ENTRANCE	207 SY	35.00	7,245.00	20.00	4,140.00	18.00	3,726.00	0.00	0.00
146	HIGH VISIBILITY SILT FENCE	4730 LF	6.00	28,380.00	5.00	23,650.00	7.00	33,110.00	0.00	0.00
147	HYDROSEEDING	22380 SY	5.00	111,900.00	0.45	10,071.00	0.65	14,547.00	0.00	0.00
148	PAVEMENT MARKING - DURABLE HEAT APPLIED	25 SF	10.00	250.00	50.00	1,250.00	45.00	1,125.00	0.00	0.00
<i>Schedule Totals</i>				1,080,801.00		1,077,026.50		1,095,200.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,080,801.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,080,801.00
Halme Construction Inc	619,061.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	619,061.29
L & L Cargile Inc	630,988.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	630,988.50
DW Excavating, Inc.	638,827.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	638,827.00
Red Diamond Construc	666,035.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	666,035.58
Big Sky Development I	821,582.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	821,582.00
Shamrock Paving Inc	858,404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	858,404.00
N A Degerstrom Inc	1,077,026.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,077,026.50
S & L Underground inc	1,095,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,095,200.00

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance
Schedule 01	\$673,538.68	\$1,175,911.49	42.72 % Under Estimate
Bid Totals	\$673,538.68	\$1,175,911.49	42.72 % Under Estimate

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

08/12/2019

<u>Date Rec'd</u>	7/29/2019
<u>Clerk's File #</u>	OPR 2019-0592
<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 - TURNER HALL NOMINATION TO SPOKANE REGISTER OF HISTORIC		

Agenda Wording

Recommendation to list Turner Hall (German American Society Hall), 25 West 3rd 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. Turner Hall (German American Society Hall) has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

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

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

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

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

\$1,095,200.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Turner Hall (German-American Society) – 25 West 3rd Avenue

FINDINGS OF FACT

1. SMC 17D.100.090: "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 1897; Turner Hall meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The building is eligible under Category E – Intangible heritage and cultural practices. The German-American Society Hall – historically known as Turner Hall - represents the culture and heritage of Spokane by its visual prominence, intangible German heritage, and a broad range of German cultural practices. Turner Hall is historically significant as the oldest surviving ethnic meeting house in Spokane, and has been continually used for more than eleven decades by the German-American Society who built it in 1897. Originally constructed with large spaces specifically designed to hold a variety of events and large congregations of people, Turner Hall is a testament to the preservation of the German culture and its importance placed on gymnastics, athletics, music, choirs, education, and German social events that were held in the German hall.

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."

- Turner Hall retains fair to good exterior and interior architectural integrity after 122 years of continual use. The exterior of Turner Hall has retained its basic form since construction, although enlargements and a rear addition have expanded the space; additionally, many changes to the façade material and replacement or removal of the original windows do impact the building's integrity. While the integrity has been compromised, Turner Hall is eligible for listing due to its association as a cultural institution for German-Americans in Spokane since 1897.

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

Special Valuation (property tax abatement), the City of Spokane's Historic Preservation Façade Improvement Program, Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated Turner Hall (German-American Society) according to the appropriate criteria at a public hearing on 7/17/19 and recommends that Turner Hall (German-American Society) be listed on the Spokane Register of Historic Places.

After Recording Return to:
City Clerk's Office
Spokane City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RAILROAD 4TH L9-10 B113

Parcel Number(s) 35191.1404, is governed by a Management Agreement between the City of Spokane and the Owner(s), German-American Society of Spokane, 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 **19th** day of **December 2018**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and the **German-American Society of Spokane** (hereinafter "Owner(s)"), the owner of the property located at **25 West 3rd Avenue, Spokane, WA 99201** commonly known as the **German-American Society Hall** 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 Washington)
County of Spokane) ss.

On this 17th day of July, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally Karin E. King appeared

Karin E. King, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she (he/she/they) signed the same as her (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 17th day of July, 2019.



Stephanie N Bishop

Notary Public in and for the State of Washington, residing at Spokane
My commission expires 6/6/22

STATE OF WASHINGTON)
County of Spokane) ss.

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 **TURNER HALL (German Hall)**
Common Name *Deutsches Haus, Turnverein Hall, Liberty Hall,
Third Avenue Society, German-American Society
Hall*

2. LOCATION

Street & Number 25 W. Third Avenue
City, State, Zip Code Spokane, WA 99202
Parcel Number 35191.1404

3. CLASSIFICATION

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input 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 checked="" type="checkbox"/> other (Ethnic)
<input type="checkbox"/> moved				

4. OWNER OF PROPERTY

Name German-American Society of Spokane
Street & Number 25 W. Third Avenue
City, State, Zip Code Spokane, WA 99202
Telephone Number/E-mail 509-747-0004, info@germanamericansociety-spokane.org

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

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

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 A property that 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 one acre.
Verbal Boundary Description	Spokane Falls Railroad 4th Addition, Lots 9-10, Block 113.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Email Address & Telephone No.	lindayeomans@comcast.net , 509-456-3828

13. SIGNATURE(S) OF OWNER(S)

 President Karin E. King

14. FOR OFFICIAL USE ONLY

Date nomination application filed: 11/15/18

Date of Landmarks Commission Hearing: 7/17/19

Landmarks Commission decision: Approved

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

City Council/Board of County Commissioners' decision: _____

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



7/17/19

Megan Duvall

Date

City/County Historic Preservation Officer

City/County Historic Preservation Office

Third Floor—City Hall

808 W. Spokane Falls Blvd.

Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Turner Hall in 2018

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1897 with modest Free Classic Queen Anne-style influence, Turner Hall (*Turn Halle*) is a long rectangular one-story wood frame building with a steeply pitched gable end roof, a raised basalt stone basement, brick veneer cladding, symmetrical window placement, and a prominent square tower at the façade's northeast corner—a Queen Anne-style focal point of the building. Inspired by architectural features admired in Germany, a later addition of decorative dark brown-painted wood false half-timbering is

applied over brick veneer. Further articulation is revealed in green-painted wood-paneled window shutters with red heart medallions at the first floor, and a gabled portico with scalloped bargeboards over a main entrance, located at grade at the northwest corner of the building. The appellation, *DEUTSCHES HAUS* (German House), is designed in a German-style font and attached as individual large single letters to the west side of the building above the northwest facade portico entrance. Although there have been modifications, Turner Hall retains fair to good exterior and interior architectural integrity after 122 years of continual use.

CURRENT APPEARANCE & CONDITION

Site

Turner Hall is sited on Lots 9 and 10, Block 113 in the 4th Railroad Addition south of downtown Spokane on Third Avenue, just west of Division Street. The property's width extends 100 feet along Third Avenue, and the property's depth measures 140 feet from north to south.¹ Turner Hall comprises nearly the entire space provided by the two lots with a three-foot-wide buffer strip along the east side of the property, and a five-foot-wide strip along the west side of the property. Regarded as a rare historic 1890's property existing in the center of a busy commercial neighborhood, Turner Hall is surrounded by mostly unplanned contemporary commercial/industrial infill and sprawl, parking lots, and a gridwork of paved city streets, which transport some of the city's highest volume vehicular traffic. As it traverses over Spokane, an elevated portion of the freeway along Interstate 90 is located adjacent south of the property.

Building Exterior

The 1897 Turner Hall measures 46 feet wide and 110 feet deep, and has one story with a raised basement. The long wood-frame building is protected by a steeply pitched gable end roof clad with composition shingles. A square tower with a tall, steeply pitched roof is located at the northeast corner of the building, a focal point of the north facade. Like the roof of the main building, the tower is also clad with composition roof shingles. Roof eaves have little to no overhang, and gable peaks at the north facade and south rear face of the building are clad with dark brown-finished cedar shingle siding in closed pediments. The exterior walls above the raised basement are clad with white-painted brick veneer, and the raised basement is constructed of basalt stone. Decorative dark brown-painted wood false half-timbering is anchored to the brick cladding, and is influenced by popular half-timbering designs associated with Germany. Windows at the north facade are 6/1 multi-paned units arranged in three sets of window pairs with a total of six windows on the first floor and six clerestory windows above the first floor. An 1897 original Palladian window with wood sash and original multi-paned diamond-shaped lights is located in the closed-pediment gable peak at the north facade. On the west facade and east face, windows and boarded window openings are aligned horizontally and vertically in symmetrical rows. All windows in the raised basement at the east and west building faces are covered with wood boards. Clerestory windows above first-floor windows on the east and west faces are also covered with wood boards.

¹ Spokane County Assessor's records. Spokane County Courthouse, Spokane, WA.

Windows at the first floor are 8/8 multi-paned wood-sash units. Green-painted wood paneled shutters with red heart medallions are attached to first-floor windows on the north and west façades. First-floor windows at the building's east face do not have shutters (the building is adjacent to a paved parking lot and a single-story commercial building built in 1963-1980, presently owned by U-Haul Company).²

In 1983, a low-pitched gabled, wood portico front entrance was constructed on the north end of the west façade at grade, and painted green. The portico has widely overhanging eaves with scalloped bargeboards that are decorated with painted floral designs, and is supported by vertical painted-wood square posts and a large horizontal beam anchored to the posts. Painted metal letters attached to the beam spell GERMAN AMERICAN SOCIETY. Composition shingles clad the portico's roof. A row of three paneled-wood doors protected by the portico open from grade into the interior of the building.

A one-story brick addition is attached to the building's south rear face, and is 42 feet wide and 30 feet deep.³ The addition has a flat roof of built-up tar and is clad with stucco. Roof-top HVAC and assorted pieces of mechanical equipment are attached to and supported by the addition's flat roof. A basement door at grade opens from the west face of the addition and is protected by a corrugated metal shed awning. The interior of the addition is finished with a living room, washroom, and a basement mechanical room.

Building Interior

Three green-painted wood-paneled front doors open to a reception hall located at grade at the north end of the west facade. From the reception hall, a staircase descends to a basement, and also climbs to a landing and first floor. The staircase is five-feet wide with deep treads, is covered with wall-to-wall carpet, and has a closed stringer embellished with cut-out balusters and massive rectangular newel posts with pyramidal tops. The raised basement holds a large dining room as well as a large dance hall and stage with a maple floor in the west two-thirds of the building. The east one-third of the building in the raised basement holds a commercial kitchen, a bar, washrooms, and storage closets—all accessible by a long center hallway that runs the length of the building. Original woodwork exists in the hallway as well-preserved five-paneled interior closet doors, and features vertical and curly fir finished in a deep ebony hue, hand-rubbed to a rich patina. The raised basement's dance hall, dining room, and hallway are finished with seven to eight-foot-high ceilings covered with acoustical tiles, wall-to-wall carpet, and painted sheetrock walls with dark brown-painted paneled wainscoting. Decorative dark brown-painted wood false half-timbering articulates the walls above the wainscoting. German and German-inspired artwork is exhibited on the room's walls. During 1968, windows were removed and walls were finished with painted sheetrock.

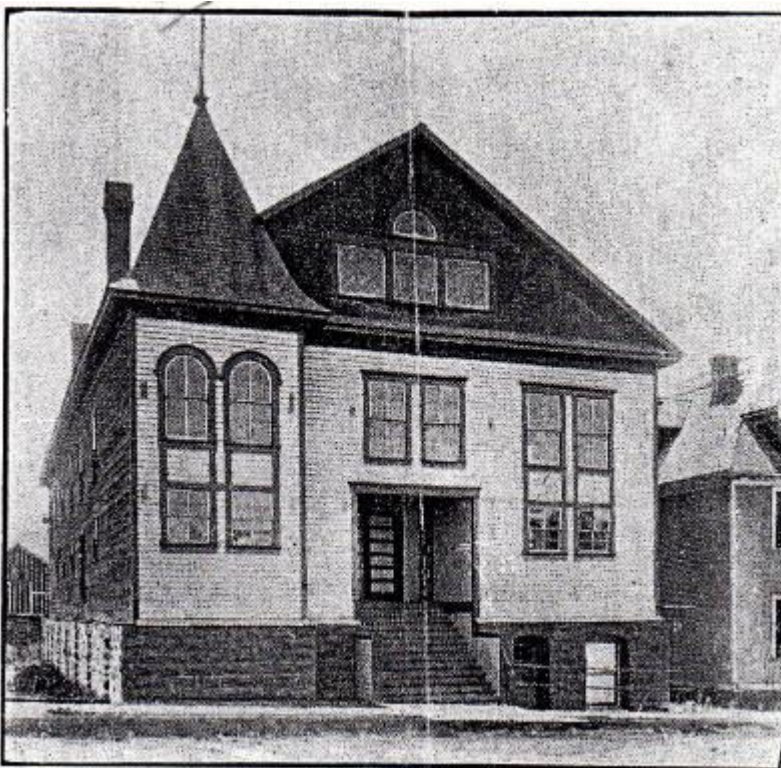
The interior front entrance stairs from the reception hall lead upward to a landing, and turn and rise to the first floor of the building. The front reception hall entrance, staircase, and entire first floor were remodeled in 1983 for a cost of \$140,000 (September 30, 1983

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

³ Ibid.

Spokane building permit). The walls in the reception hall and stairwell are finished with sheet rock and white paint, and are embellished with a combination of painted and natural maple-finished wainscoting and staircase. The first floor includes a coat room, a bar and service area, washrooms, and a large gymnasium/dance hall/multi-purpose room with a stage. The walls are painted sheetrock, and wainscoting is made of natural-finished vertical wood paneling. A vaulted ceiling is located at the second-floor level and is finished with black-painted wood. The room was originally built to accommodate a gymnasium where gymnastics and other exercises were practiced and exhibited.⁴ Four metal cleats remain in the maple floor (the cleats were used to hold gymnastic vaulting horses in place). In 1983 when the gymnasium was no longer used for gymnastic events, the ceiling was hidden by a series of hanging horizontal boards, called baffles, which allow for ventilation and artificial light to pass. Clerestory windows, which were originally installed on the uppermost reaches of the first level, were closed with boards at the exterior and were closed permanently at the interior when they were finished with painted sheetrock as a continuation of interior walls. Original windows on the first floor were replaced with similar multi-paned wood-sash windows in 1968.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS



Quickly constructed during the fall of 1897, Turner Hall was originally clad with clapboard siding and featured a recessed central entry with stairs leading up to the raised first floor. The intent at that time was to eventually clad the building in brick, so the foundation was constructed of cut basalt in order to hold the weight of the eventual brick veneer (see circa 1900 image at left).

The exterior form of Turner Hall was first expanded in 1900, essentially doubling the size of the building and adding a large stage to the southern end as well as a dance floor.⁵ The addition was planned to be 60 feet by 48

feet wide with a 28-foot deep stage, and be wired for electricity. The article also described the “ultimate intention of the members of the society to arrange club rooms in the high basement” so it can be gleaned that club rooms did not exist prior to this time. In

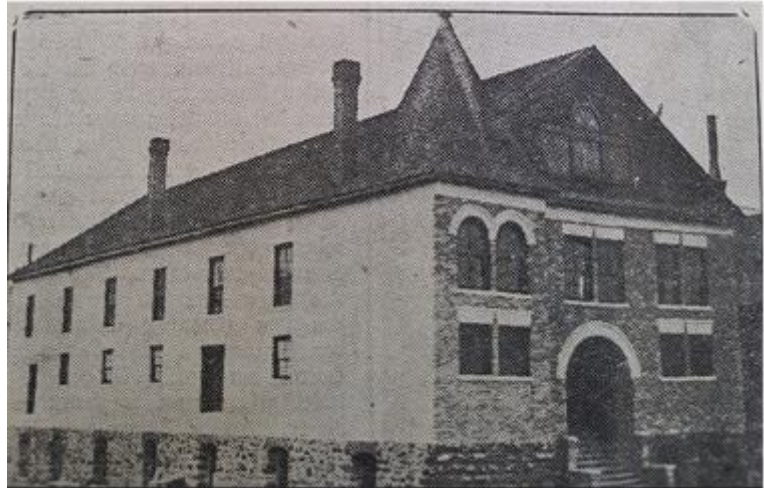
⁴ German-American Society Records Collection.

⁵ *Spokane Daily Chronicle*, 5 April 1900.

1900, the 85 members envisioned the basement extension to include “splendid bowling alleys, a club reading room, billiard room and parlor, with possibly a buffet for the use of members only.”

The July 27, 1914 edition of the *Spokesman-Review* reported that previously considered changes to the building were completed, including cladding the exterior with brick veneer and enlarging the arch over the entrance stairs at the north façade.

A November 16, 1931 black & white photograph of the building pictured the property’s northeast corner façade in which the building appears to be clad in brick. Some bricks appear to be painted white for emphasis around windows and a recessed arched entrance at the north façade.⁶ In the 1931 photograph, multi-paned windows on the building’s east face appear as 4/4 units, and are located in the raised basement and the first floor.



A 1959 Spokane County tax assessor photo pictured the building’s original north façade center recessed entrance, and 4/4 multi-paned windows located at the north and east faces. In the 1931 and 1959 photos, the raised basement at the north façade appears to be made of cut basalt stone that remains intact in 2019. In the 1959 photo, the north façade’s gable peak appears to be clad in original dark-colored cedar wood shingles, which are intact in 2019.

Modifications to the property include:

- | | |
|------|--|
| 1900 | The building was nearly doubled in size with an addition to the south that included a large stage and dance floor (<i>Spokane Daily Chronicle</i> , April 5, 1900). |
| 1904 | The building was connected to city water (<i>Spokane permit #4544</i>). |
| 1911 | A water meter from the City of Spokane was installed in the basement (<i>Spokane building permit #3744</i>). |

⁶ 1931 photograph. *Spokane Washington Post German Newspaper*, 11/16/1931, page 5.

- 1914 The wood frame Turner Hall was clad with brick veneer and the front arch was enlarged (*Spokesman-Review*, July 27, 1914).
- 1936 A one story brick addition to the south rear face of the structure to include a heating plant and caretaker's apartment (*Spokane Daily Chronicle*, August 27, 1936).
- 1968 Except for the north façade's Palladian window in the gable peak, the original windows on the first-floor west façade and north façade were replaced with wood-sash multi-paned units (*Spokane building permit #B67991*).
- 1982 An elevator shaft was constructed in the building.
- 1983 The original exterior recessed front entrance and front entrance stairs at the north façade of the building were removed, and the exterior was finished with a stucco wall to match the level of the existing planar wall surface of the building. A new front entrance was relocated and built at grade at the north end of the west façade with three five-paneled wood entrance doors. An exterior portico over the front doors, an interior reception hall at grade, and a new interior staircase were constructed. Washrooms were built and installed. The interior of the first floor was completely refinished with a coat room, washrooms, bar and service area along with the removal of clerestory windows, replaced by finished walls (*Spokane building permit*, September 30, 1983). Windows in the raised basement and clerestory windows at the first floor were filled in with wood boards at the exterior, and refinished with painted drywall at the interior. The exterior of the brick-clad building was painted white, and brown-painted wood false half-timbering was installed onto the surface of the brick. Green-painted wood window shutters were installed on either side of windows on the first floor at the west façade and north facades.
- 1984 An electric Sonitrol System was installed in the basement.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Ethnic History</i>
<i>Period of Significance</i>	<i>1897-2019</i>
<i>Built Date</i>	<i>1897</i>
<i>Architect</i>	<i>Herman Preusse—1897 construction of building</i> <i>Julius Zittel—1914 remodel</i> <i>Henry Bertleson—1936 addition to south rear face of property</i>

SUMMARY STATEMENT of SIGNIFICANCE

Historically significant as the oldest surviving ethnic clubhouse meeting center in Spokane, Turner Hall owned by the German-American Society of Spokane is eligible for listing on the Spokane Register of Historic Places under Category E in the area of significance, “ethnic history.” The property’s period of significance is from 1897, when the building was constructed, to 2019, as the building continues to reflect its ongoing cultural history associated with people from Germany, people with German ancestry, and people who appreciate and enjoy the German culture. The building, known interchangeably by many as Turner Hall (*Turner Halle*) and *Deutsches Haus* (German House), was designed by Herman Preusse, acclaimed as Spokane’s first professional architect. The property served as the meeting hall and cultural center for German-speaking men, women and children who immigrated from Germany to Eastern Washington, beginning in the late 1860s through the early 1900s, and who chose to live and work in Spokane and the Spokane region.⁷ The German meeting hall represents the many German immigrants who brought new political, religious, and social ideas to Spokane as well as economically important innovations.

Today, Turner Hall is enjoyed by all Germans, German-Americans, people of German descent, and all nationalities who are interested in cultivating the German culture, including the German language, music and dance, song and choir, drama, food, drink, humor and history in the tradition of the German *Gemuetlichkeit*—“geniality, easy going kindness, and good nature.”⁸ Preserved and maintained after more than 122 years of contiguous use, Turner Hall is a tangible testament to the preservation of German culture in Spokane from the time the property was built in 1897 to the present time.

HISTORIC CONTEXT

Spokane Falls, Washington

In 1870, Spokane was little more than a few shacks, sawmills, and later, a grist mill. Trappers, fur traders, and lumbermen intermingled with Native American Indians in the area along with pioneers and farmers who arrived in Spokane searching for a fresh start. Recognized as some of the first people to live around the Spokane River, Indians from the Spokane Tribe and other native families lived in the region and fished the river and its powerful waterfalls. In 1878, a town was platted on the banks of the Spokane River, and

⁷ German-American Society Records Collection.

⁸ “German Heritage Strong Here.” *Spokane Daily Chronicle*, 20 Feb 1971.

was called Spokane Falls (later shortened to Spokane). By 1885, the town had prospered, and Spokane had entered a busy boom when gold, silver, and other minerals were discovered in the Coeur d'Alene, Colville, and Kootenai mining districts. Lumber from virgin White Pine stands and other forests was recognized as a natural resource with untold value. Farming throughout the Palouse offered some of the richest soil in the world, and power from Spokane Falls was beginning to be harnessed. At the same time, a huge catalyst to the boom was the arrival of the Northern Pacific Railroad followed by the Great Northern, Union Pacific, and various other railroads, which linked America's east and west coasts and points in between. As Spokane became an important service center and division point for mining, lumber, agriculture, water power, and railroad resources, the city's population grew from roughly 350 people in 1880, to more than 25,000 in 1900, and finally exploded to 104,000, as recorded in the 1910 U.S. Census.⁹

During the 1860s and 1870s, German immigrants began migrating to and settling in Eastern Washington, and by 1890, were nationally recognized as one of the largest immigrant groups to arrive in the Northwest. They came to America for a myriad of reasons—to escape war and famine, to satisfy a desire for liberty and religious freedom, and to take advantage of economic opportunity. Many settled in the eastern half of America, then changed course and came west in search of good, affordable land, and the opportunity to practice their trades and/or sell their wares. Some Germans developed farms and ranches or settled in small farming towns throughout the Palouse while other immigrants worked in surrounding forests and Coeur d'Alene mines. German immigrants worked as miners and machinists, butchers and bakers. They opened breweries, presented athletic and gymnastic events, and invited all to enjoy their music and song.¹⁰ In Spokane, “the German-American population thrived. Its proudest symbol became their meeting hall, called the German-American Society Hall, or *Deutsches Haus* (German house), which opened in 1897.”¹¹

HISTORICAL SIGNIFICANCE

Category E—Ethnic History

Turner Hall

Eligible for listing on the Spokane Register of Historic Places under Category E for its ethnic history, Turner Hall represents the culture and heritage of Spokane by its visual prominence, intangible German heritage, and a broad range of German cultural practices. Turner Hall is historically significant as the oldest surviving ethnic meeting house in Spokane, and has been continually used for more than twelve decades by the German-American Society who built it in 1897. Originally constructed with large spaces specifically designed to hold a variety of events and large congregations of Germans and German-Americans who immigrated to Eastern Washington and Spokane in the late 1800s, Turner Hall is a testament to the preservation of the German culture and the importance placed on gymnastics, athletics, music, choirs, education, and social events

⁹ Stimson, William. *A View of the Falls: An Illustrated History of Spokane*. CA: Windsor Publications, 1985.

¹⁰ https://en.wikipedia.org/wiki/German_Americans. *German Americans*.

¹¹ Nappi, Rebecca. “Century of Song.” *Spokesman-Review*, 30 April 2011.

that were held in Turner Hall—important cultural activities that helped bind the German immigrant population together in Spokane. The purpose of the German-American Society is to offer “hospitality to people of all nationalities who desire to support and help uphold the traditions of the Germanic homeland; to cultivate the German language; and to sing German songs and enjoy humor, poetry, drama, music, and dance in the spirit of German *Gemuetlichkeit*—an environment of geniality, cheerfulness, and comfort.”¹²

Not only used by members and friends of the the German-American Society, Turner Hall was the meeting place or venue of choice for a diverse range of cultural, organizational, political, religious, and athletic events. These events ranged from radical speakers of the International Workers of the World (IWW) to the Northwest Young Buddhist League Annual Conferences, and from boxing matches to class lectures. Turner Hall appears to have been available to any group who sought to lease it, and even the most radical and controversial speakers were not banned.

Concordia Hall

Before the current Turner Hall was built in 1897, a multi-story building called Concordia Hall was erected at 1107-11 W. Second Avenue between Jefferson and Madison Streets. An etching made in 1890 pictured Concordia Hall, which was home to the Concordia Choir (a German male choir) associated with the Zitherclub “Harmonie.”¹³ Concordia Hall was designed by German architect Herman Preusse, Spokane’s first professional architect and a member of the Concordia Choir.

During the early 2000s, German-American Society member Edgar Bueschke, translated several newspaper articles written in German, and noted that “roots of the Concordia Choir in Spokane can be traced to 1883, when a German ‘man choir’ greeted the arrival of the first Northern Pacific Railroad train in Spokane. Many German immigrants lived in the Inland Northwest at that time, and by the turn of the century, numerous German choirs existed in Spokane. In 1911, several of those choirs merged into one organization that has become the current Concordia Choir of Spokane.”¹⁴ Eberhard Schmidt, a German-American Society member and president of the Spokane Concordia Choir, reported that “it is certain the German immigrants were eager to establish clubs so that their love of German music could be cultivated.”¹⁵

The popular Spokane Concordia Choir and other choirs met in Concordia Hall until it was destroyed by fire, and then sang in Spokane’s downtown Comique Theater. The “*Spokane Turnverein*,” the name for a German gymnastic/athletic club in Spokane, met at the Comique Theater along with other Germans, including the Concordia Choir and

¹² German-American Society Hall Archive Records, 2017.

¹³ Eastern Washington State Historical Society. *Archive library photo L2003-28.639*. Northwest Museum of Arts & Culture, Spokane, WA, and “History of the German-Americans and Their German Hall in Spokane,” 2010, Eberhard Schmidt Records Collection.

¹⁴ Bueschke, Edgar. “Concordia Choir Spokane.” 2011.

¹⁵ Schmidt, Eberhard. “History of the German-American Society and Its German Hall in Spokane.” November 2010.

various reading groups, dancers and dance instructors, athletes who presented sports exhibits/gymnastics events, a military association, and the Zitherclub “Harmonie.”¹⁶ Eberhard Schmidt explained, “The social life of the German immigrants was very lively and soon there was the desire and wish to unite the various groups into one great club so that the German heritage could be enriched in the city of Spokane.”¹⁷ It was decided a central meeting hall or *Deutsches Haus* was needed for all to enjoy.

Spokane Turnverein

At an April 1891 *Spokane Turnverein* meeting, one of the members, Herr Paul Schulze, who was associated with the Northern Pacific Railroad, presented an offer from the railroad company to the *Spokane Turnverein*. The gift was a “land grant”—land located at 25 West Third Avenue that was being offered for \$20, and which would become available with the condition that a German meeting hall be erected within nine months. Construction costs would need to be at least \$2500, otherwise the property would revert back to the railroad company.¹⁸ At that time, decisions concerning the land grant gift and proposed clubhouse were difficult to make due to an 1893 financial depression that swept the country and negatively affected the German *Spokane Turnverein* and other German groups. Consequently, no decisions were made for nearly seven years.

By September 1897, the Panic of 1893 financial depression was over, and the German *Spokane Turnverein* and Concordia Choir were anxious to begin planning the construction of a meeting place for all German groups in Spokane and surrounding area. The generous land grant gift from the Northern Pacific Railroad remained extended after the financial depression was over, so the *Turnverein* unanimously agreed to erect a clubhouse. The land was located along W. Third Avenue on Lots 9 and 10, Block 113 in the 4th Railroad Addition to Spokane Falls. Mindful of the time limit put upon the *Spokane Turnverein* by the railroad company, Spokane German architect Herman Preusse—the man who earlier designed Concordia Hall—immediately prepared architectural plans for a large clubhouse. In just two days, Preusse’s plans were accepted. Construction of Turner Hall commenced in October 1897, beginning with an existing barn on the lot that was demolished to make way for the erection of a German hall, called the “*Deutsches Haus*” (German House). Using the barn’s basalt stone foundation, the Germans built the German hall on the existing foundation, and completed the project in two months. On December 30, 1897, the first general meeting took place in the *Deutsches Haus* followed by an initiation ceremony and fun-filled festivities on New Year’s Eve. To pay for expenses accrued by the building project, financial contributions flowed in from Germans in Spokane, German farmers from the Palouse and Big Bend areas, and from Eastern Washington towns like Tekoa, Rosalia, St. John, Endicott, Colfax and Ritzville, Odessa, Lind, and Connell.¹⁹ As so well expressed by German-American Society member, Eberhard Schmidt, “This was a shining example of the close

¹⁶ *Spokane Turnverein (Deutsche Gesellschaft of Spokane)* Articles of Incorporation, January 11, 1890. Spokane County Courthouse, Spokane, WA.

¹⁷ Schmidt, 2010.

¹⁸ Bueschke, Edgar. “German-American Society of Spokane: A Brief History.” 2018.

¹⁹ Harry C. Helm. “Deutsches Haus.” 1987.

cooperation and self-sacrifice of the German community” and symbolizes the construction, stewardship and on-going preservation of Turner Hall, known by many as the *Deutsches Haus*.²⁰

Changing Times, Changing Names

The German ethnic club, presently called the German-American Society, has been legally known by at least four different official names since 1890. German pioneers in Spokane and surrounding areas filed the first articles of incorporation in 1890 to name their organization the “*Spokane Turnverein*.”²¹ A membership fee was charged at \$2.50 per person to join the *Spokane Turnverein*. German-American Society member Edgar Bueschke explained, the clubhouse “was primarily built for gymnastic performances. Its German name clearly states its purpose as a *turnhalle*, gymnastic hall. The German society that was primarily responsible for its organization was the *Turnverein*, a union [or group] of gymnasts.”²²

In 1897, the *Spokane Turnverein* erected a meeting hall on West Third Avenue and interchangeably called it “*Turnverein Hall*” and “*Deutsches Haus*” (German House). The property was also commonly known in English as Turner Hall, German House, German Hall, and Germania Hall. The hall became the focal point and hub of German gymnastics and athletic events in addition to popular choir performances and dances in Spokane. The building’s most important use was as a central meeting hall built to hold large congregations of Germans and associated people who lived in and around Spokane.

On October 29, 1915, the *Spokane Turnverein* amended the name of the organization when they drafted new articles of incorporation, changing the name from *Spokane Turnverein* to *Deutsche Gesellschaft of Spokane* (German organization), and included all existing German clubs throughout Spokane and the surrounding region. Two months later in December 1915, Spokane County Warranty Deed #462768 recorded the property as legally owned by the *Deutsche Gesellschaft of Spokane*.

In 1915, World War I was progressing and more countries were entering the conflict. War in their home country would have been undoubtedly stressful for German immigrants. German Spokaneites would have also felt pressure in Spokane. In an effort to limit suspicion and “because the war has made German festivities seem inappropriate,”²³ the Society canceled their annual



²⁰ Ibid.

²¹ Articles of Incorporation for *Spokane Turnverein*, filed 11 January 1890, and recorded 15 January 1890, Spokane County Courthouse, Spokane, WA. *Spokane Turnverein* was sometimes spelled and hyphenated as *Spokane Turn-Verein*.

²² Edgar Bueschke Records Collection.

²³ “Germans Give Up Fete, Find Annual Celebration Out of Place Now,” *Semi-Weekly Spokesman-Review*, August 31, 1914, Page 6.

celebration. Instead of a German party, the club made efforts to support the overseas war effort, hosting a Red Cross fundraiser in 1915.²⁴ However, in February 1917, when Germany announced they would resume unrestricted submarine warfare, and especially when the United States entered WWI on the opposing side of Germany in April 1917, the situation got worse for German Spokanites.

“In the opening months of the war,” according to Josh Van Veldhuizen of SpokaneGoesToWar.net, “Germans without American citizenship faced a great deal of suspicion and scrutiny from their host nation. Perceived as alien enemies of the Kaiser, newspapers began to publish warnings about them.” The German-American Society made extensive efforts to counter that narrative and show their allegiance to the United States. On March 27, 1917, the *Spokesman Daily Chronicle* exclaimed “Spokane Germans Ban Kaiser.” The Society removed photographs of Kaiser Wilhelm, and other notable Germans, along with German flags from the walls at Turner Hall. The photographs of were replaced by portraits of George Washington and Abraham Lincoln and the Stars & Bars were hung on the walls. The president of the society, Dr. E.T. Richter, told the newspaper that “there are 300 active members of the *Deutsche Gesellschaft* in Spokane, and I believe that every one of these deplores the action of the German government in its announcement of unrestricted submarine warfare.”²⁵

In June of 1917, one day after Flag Day, the United States passed the Espionage Act of 1917 which allowed the government to enact a ban on German aliens from entering areas near army bases or forts. According to SpokaneGoesToWar.net, a ban on German aliens “within half a mile around Fort George Wright and the Armory on Second Avenue was imposed. In June of that year, nine Germans in the city received federal permits that acted as waivers on the ban. An article published in the *Chronicle* listed their names, occupation, age, and street address.”²⁶

SpokaneGoesToWar.net details additional ways in which German Spokanites lives may have changed during the war:

In Olympia that spring, the State Education Board unanimously passed a resolution to ban foreign teachers from teaching in common schools throughout the state. Privileges for Germans continued to deteriorate into 1918. In March of that year, the school board at Lewis & Clark high school voted unanimously to cease teaching the German language at school. Beginning in that year, the Spokane Police Department required German aliens to register themselves at the Police Headquarters. US Marshals announced the recording of upwards of 1000 German males and around 550 German females without US citizenship in all of Eastern Washington. German aliens were also required to turn over their firearms. In one case, an English woman

²⁴ *Spokane Daily Chronicle*, April 9, 1915

²⁵ *Spokane Daily Chronicle*, March 27, 1917

²⁶ Josh Van Veldhuizen, “German Americans in Spokane,” SpokaneGoesToWar.net.

*reluctantly turned over her rifle to authorities who deemed her husband, born in Alsace, from an enemy country.*²⁷

Despite these organized governmental efforts to control recent immigrants, suppress language, and obstruct cultural association, the German-American Society persisted and thrived, in some part due to their Turner Hall. Although activities may have been slightly decreased during the war, by 1919-1920 the hall was again hosting German dances, card parties, and controversial speakers.



The club seems to have thrived between World War I and World War II maintaining the name Turner Hall and hosting frequent events. However as World War II approached, all too familiar negative associations with “anything German” surfaced yet again. Much as they had done before, the Society made efforts to show their allegiance to the United States by hosting a citizenship class

and birthday celebration for Abraham Lincoln.²⁸ Despite their efforts, the suspicion and negativity resulted in the *Deutsche Gesellschaft* amending their articles of incorporation in 1942 when they changed their name to the “Third Avenue Society of Spokane.”²⁹ German-American Society member, Edgar Bueschke, gives the following summary:

Germans in our region were loved and respected for their diligence, craftsmanship, their music and culture. But when World War I started, Germans here as well as throughout the United States felt uneasy to display their cultural heritage. Although they had done nothing to contribute to the hostilities, yet when the United States entered the war against Germany, loyalties came into question. To remove suspicion that this organization might be supportive or at least sympathetic to their Fatherland, they changed their name to simply “Third Avenue Society of Spokane.”

²⁷ Josh Van Veldhuizen, “German Americans in Spokane,” SpokaneGoesToWar.net.

²⁸ “German Society in Spokane Will Gather to Celebrate Lincoln’s Birthday,” *Spokane Daily Chronicle*, February 12, 1941, Page 3.

²⁹ Spokane County Certificate of Amendment for Articles of Incorporation, filed on 7 November 1942, Spokane County Courthouse, Spokane, WA.

Along with a new name for the Society, the hall was rebranded as Liberty Hall in 1943. A newspaper advertisement claims the hall is “entirely divorced from the German Hall” and, most interestingly, the advertisement says “all service men welcome, now off the restricted list.” This seems to suggest that service members had been previously banned from Turner Hall, possibly due to its association with Germans, or possibly due to its association with allowing radical speakers to use their hall.³⁰

German cultural activities were few, if at all, during the late 1940s. However, in the mid-1940s the Society continued the club’s use as an athletic venue without bringing attention to their German heritage. The Spokane Amateur Athletic Club (SAAC), a newly founded amateur boxing club in Spokane, moved into the clubhouse after a new boxing ring was completed in the gymnasium. Boxing events, including some high-profile bouts, were frequent at the hall from 1945-1948.³¹

In 1954, negative German war-time associations had relaxed or disappeared, and the club’s name was finally changed to the “German-American Society of Spokane.”³² The club continued to serve as a critical resource for recent German immigrants and longtime German-American Spokaneites seeking to adapt to life in Spokane while also maintaining their cultural practices. A personal story from German immigrant Johannes Herzog, who moved to Spokane in 1953 and has been a long-time Society member, is included as an attachment to this nomination in Section 12.

German Activities

The construction to erect a meeting hall for Germans who lived in and around Spokane and Eastern Washington was completed in December 1897. The meeting hall or *Deutsches Haus* (known as “Turner Hall” historically), which is presently called the German-American Society Hall, has been used on a continuous basis by a variety of German music groups in Spokane, including the Arion Choir, the Concordia Choir, Sons & Sisters of Hermann, and by *Theatre Verein* and a number of German lodges. Celebrating the German culture, some of the most enjoyable celebrations and events held at the German hall have focused on German dinners, music, and dance. Numerous balls, including masquerade balls and festive Christmas dances, were enjoyed by hundreds of people who flocked to *Deutsches Haus*. The *Spokesman-Review*, *Spokane Daily Chronicle*, and *Spokane Press* newspapers in Spokane published over 100 articles collectively, beginning in 1890, about upcoming, then-current, and past events held at *Deutsches Haus* on west Third Avenue. One such example was the first “German Day Celebration,” which included presentations by soloists, German choirs, and speeches from Spokane’s Mayor and a Washington State senator, followed by dancing for all as featured in the following January 1, 1898 *Spokesman-Review* article.³³ Throughout the

³⁰ “Dance Saturday Night at Liberty Hall,” *Spokane Chronicle*, March 5, 1943, Page 2.

³¹ “Gym Attracts Name Fighters,” *Semi-Weekly Spokesman-Review*, September 13, 1946, Page 18;

“Amateur Boxers Present Second Card on Friday,” *Spokane Chronicle*, November 29, 1947, Page 32.

³² Spokane County Certificate of Amendment for Articles of Incorporation, certified on 5 June 1954, signed 14 June 1954, Spokane County Courthouse, Spokane, WA.

³³ *Spokesman-Review*, 1 January 1898, “Turn Verein Hall Opens.”

years, German events presented in the German hall were fun-filled and enjoyed by hundreds of Germans and German immigrants in Spokane. In 1910, one such event highlighted the German Singing Society, "Harmonie," which gave a concert and ball.³⁴ In 1914, a Spokane newspaper announced, "Spokane Germans celebrated the 23rd anniversary of the *Spokane Turn Verein* (sic) with a dance at Turner Hall" where a "number of exercises and drills were given by members of the *Turn Verein* (sic) athletic class. About 300 people indulged in the dancing." These types of dinners and dances with music, song and gymnastic events occurred regularly each year for more than a century of celebration, strongly preserving and binding the German culture and people.³⁵



In March 1910, an unusual event at the property was given as a "grand [benefit] ball" in honor of a Turner Hall janitor who was "robbed of practically everything he owned." The "proceeds of the ball and entertainment" were "given to the janitor."³⁶ Another unusual event at Turner Hall was advertised as a "Poultry and Cat Show."

A most important fact is that the German culture and language have been preserved through members and their presentations at the German-American Society Hall, and through the assimilation of generations of Germans within the community. The German people became known for their strong work ethic, organizational and communicative skills, creativity, problem-solving and quick-thinking abilities. For example, successful farming and ranching methods and operations were utilized throughout the Palouse farm country by numerous German families, including the Herder Family (Sprague, WA), the Moser Family (Genesee, ID), and the Bafus Family and Kleweno Family (Endicott, WA). Among others, many successful Spokane breweries built and operated in Spokane

³⁴ *Spokane Press*, April 1910.

³⁵ "Germans of Spokane Enjoy Annual Gathering at Turner Hall," *Semi-Weekly Spokesman-Review*, October 8, 1909, Page 9.

³⁶ *Spokane Press*, March 1910.

included the John G. F. Hieber Brewery founded in 1890, the Galland-Burke Spokane Brewery (1891), and the Schade Brewery (1903). Christian churches started by German immigrants include Roman Catholic as well as Lutheran, Methodist, and German Congregational denominations. German restaurants, food markets, and bakeries in Spokane are represented by the Alpine Deli, Das Stein Haus, and the Old European Restaurant. Many prominent German businessmen, politicians, lawyers, architects/contractors and educators, scientists, engineers, musicians and medical practitioners have worked and continue to work in Spokane. Offered as a unique but short-lived program in the 1960s, the German language was introduced and taught by Frau Tupper in Spokane District 81 Public Schools as “TV German” through special televisions installed in public school classrooms.

Other Cultural, Educational, Religious, Recreational, and Organizational Activities

At different times, the property was leased to a variety of speakers, groups, and political organizations. Judy Bentley reported in her book, *Walking Washington's History* (2016), “Turner Hall...was willing to host controversial speakers when other venues in town would not. Turner Hall is the only known building remaining [in Spokane] where the more radical labor groups found a venue.” For example in 1909, Elizabeth Gurley Flynn, a World War I agitator and free speech advocate, spoke in the German hall two days after she was involved in a police raid.³⁷ In February 1910, James Thompson, local organizer of the Industrial Workers of the World, spoke at Turner Hall on “behalf of the free speech cause.”³⁸ In September 1910, “a large colored audience assembled in Turner Hall...to commemorate the signing of the Emancipation Proclamation” by former United States President Lincoln.³⁹ Two months later, African American women leased Turner Hall for a “spirited end” to their “suffragette campaign.”

The hall served as a venue for all sorts of speakers. Important labor activists, controversial newspaper publishers, and a communist presidential candidate all spoke at the hall. When Theodore Roosevelt visited Spokane in 1911, newspapers reported that he was scheduled to speak to an audience of Black Spokanites at Turner Hall. However, the anticipated large crowd forced a venue change to the Olmsted designed boulevard in front of the Masonic Temple on Riverside.⁴⁰

The German hall was also used for educational purposes. In 1903, the hall served Spokane's educational system as a part-time school when it was leased by Spokane School District 81. For many months, classes were held in the German hall for students of Lincoln School, which had been destroyed by fire. The Hall was used again as a school building for District 81 in the late 1920s when the Lincoln School again burned to the ground. This time the hall hosted 6th, 7th, and 8th grades. Athletic education was also

³⁷ *Spokane Press*, December 1909.

³⁸ *Spokane Press*, February 1910.

³⁹ *Spokane Press*, September 1910.

⁴⁰ *Spokane Chronicle*, April 5, 1911.

celebrated when the hall hosted basketball teams from high schools in Spokane and Colfax, and for boys and girls basketball games between the YWCA and YMCA.⁴¹

In the late 1940s and 1950s, the hall was rented by a wide variety of cultural, religious, and entertainment groups. In 1949, The Northwest Young Buddhist League hosted their annual convention at the hall. The Spokane Buddhist League continued to use the hall for events through the 1960s. The hall was a venue for Black musicians and entertainers like King Perry and trombonist Ernie Fields, as well as Japanese cultural groups including the Japanese-Americans Citizen's League.⁴²



Architect Herman Preusse (1847-1926)

Turner Hall was designed and built by Herman Preusse, Spokane's first professional architect. 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, then was the superintendent for the 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 Turner Hall (1897), the Auditorium Building, the Fernwell, Jamieson, Blalock, Granite, Ziegler, Holland/VanValkenburg, Great Eastern/Peyton buildings, and the Bodie/1889 Building.

In 1893, he invited German architect, Julius Zittel, to join his practice as a partner, and renamed the business Preusse & Zittel Architects. They were responsible for designing the Armory Building, the Victoria and Pacific Hotels, the Bump/Carlyle Hotel, Gonzaga Administration Building, Carnegie Library (downtown branch), St. Aloysius Church, Holy Names Academy, the Columbia Building, and Our Lady of Lourdes Cathedral.

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 the

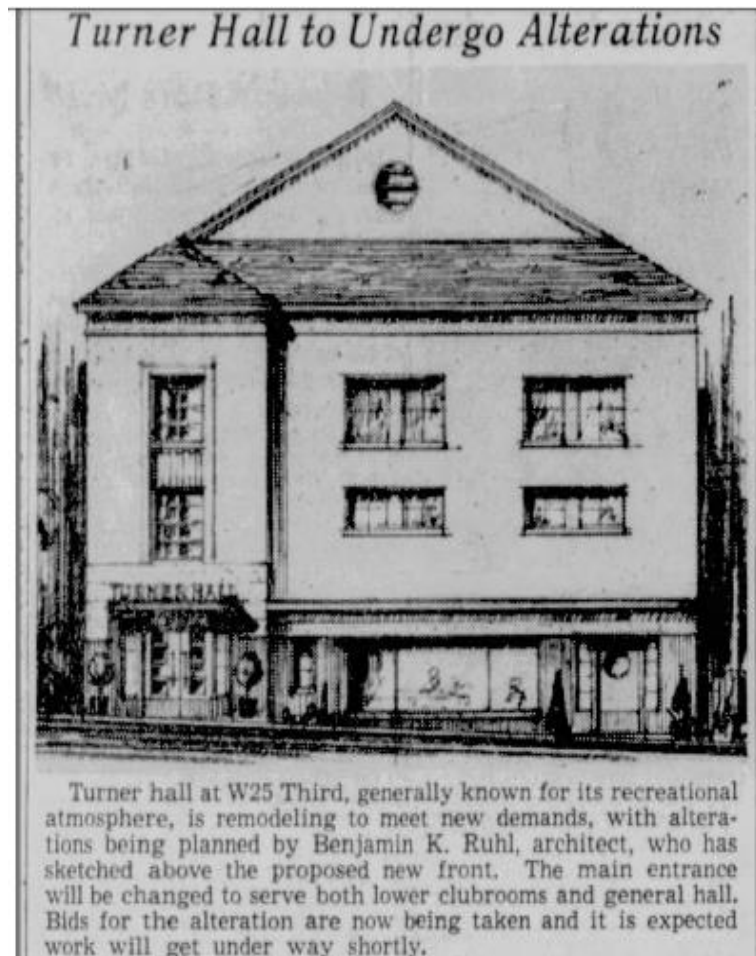
⁴¹ "New Junior Highs Ready Next Year," *Spokane Chronicle*, September 1, 1927, Page 11; "Veteran Teacher Quits to Travel," *Spokane Chronicle*, June 7, 1928, Page 21.

⁴² "Young Buddhists at Parley Here," *Semi-Weekly Spokesman-Review*, March 7, 1949, Page 20; "Dance with King Terry and His Pied Pipers," *Spokane Chronicle*, May 18, 1951, Page 3; "Entertainer Fields Bringing Band Here," *Spokane Chronicle*, August 18, 1952, Page 5.

citizenry virtually 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 1918.⁴³ Melton summarized Preusse’s impact on Spokane through his “extant architecture,” and exclaimed, “Spokane benefitted greatly” from his “presence in the city.”⁴⁴

In 1936, Spokane architect Henry Bertleson designed a one story brick addition to the south side of Turner Hall to include a heating plant and caretaker’s apartment. At that same time, the raised basement was remodeled to include a new bar and “revamped offices,” and the two basement clubrooms were redecorated (*Spokane Daily Chronicle*, 27 August 1936).

In 1941, there was a proposal to completely remodel the front of Turner Hall by Spokane architect Benjamin Ruehl. The proposed work did not occur.⁴⁵



⁴³ Melton, Lisa Kalhar. “Herman Preusse, Spokane’s First Architect: His Commercial and Public Buildings.” University of Oregon Thesis, June 2001.

⁴⁴ Ibid.

⁴⁵ *Spokane Daily Chronicle*, November 1941

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*Photos 1 and 2
Views of the north façade and west face of the building in 2018*



Photo 3
The front entrance to the building on the north end of the west face.



Photo 4
A view of the south face (gabled end) and west face of the building, looking northeast in 2018.



Photo 5
The southeast corner of the building, looking northwest in 2018.



Photo 6
The east face of the building at the building's northeast corner, looking west in 2018.



Photo 7
Looking south between two buildings from the northeast corner of the building along the east face in 2018.



Photo 8
Looking north at the basement dining room in 2018



Photo 9
Looking north from the dance floor through the basement dining room in 2018.



Photo 10
The basement north-south hallway, looking south in 2018.



Photo 11
Basement kitchen in 2018



Photo 12
Basement apartment for caretakers in 2018



Photo 13
Northwest front entry to building, looking at the green-painted front doors at grade and from the landing at a flight of stairs



Photo 14
Looking at the front stairs on the second floor in 2018



Photo 15
Looking south at the multi-purpose room on the first floor in 2018



Photo 16
Looking north at the multi-purpose room on the first floor in 2018



Photo 17
Looking northeast at the multi-purpose room on the first floor in 2018



Photo 18
A handmade silk banner from 1894 (photo taken in 2018)

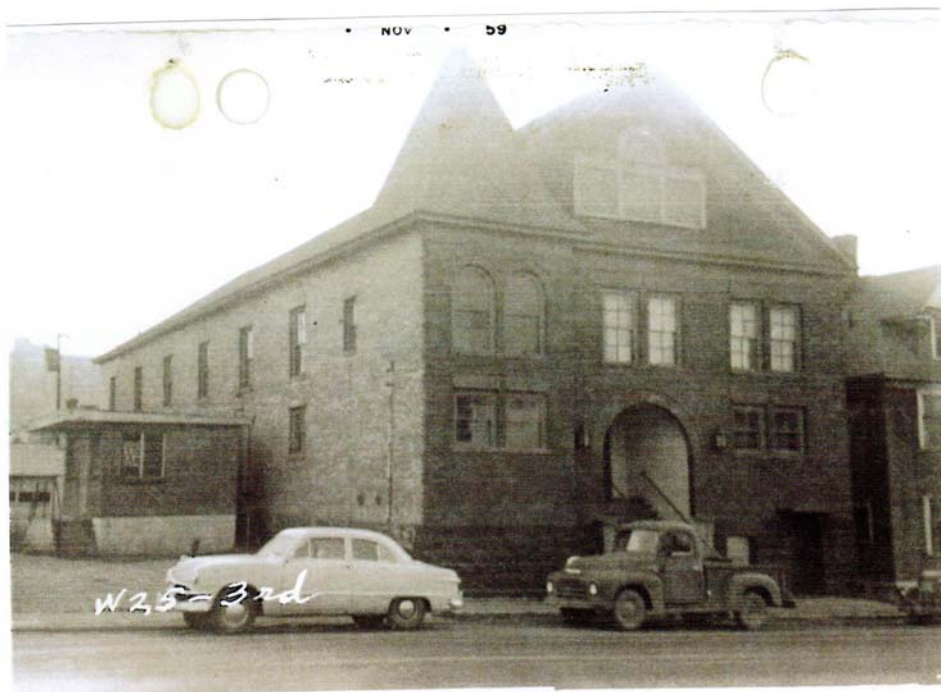


German House
West 25 Third Avenue
Spokane, Washington

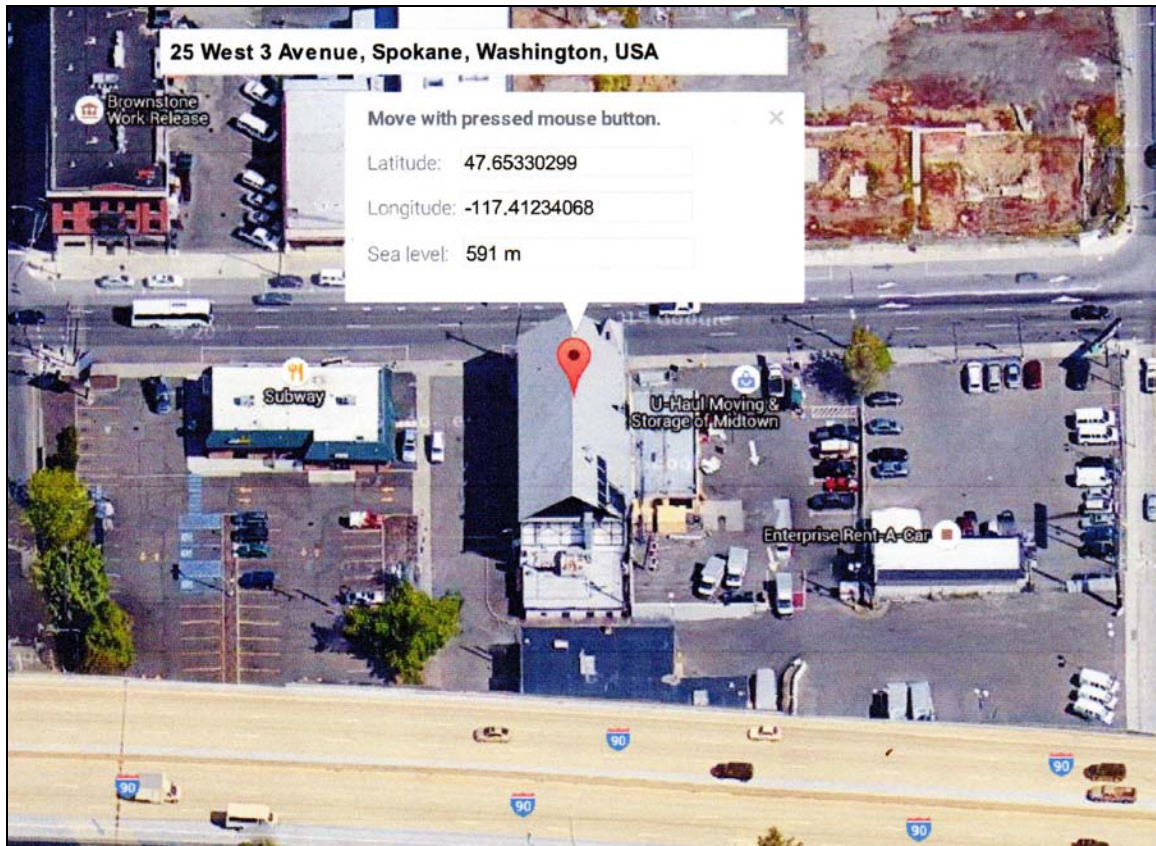


Headquarters for German Day Celebration

This photograph appears in a 1956 advertisement flyer of the German House. The photograph was taken in the early 1900s.

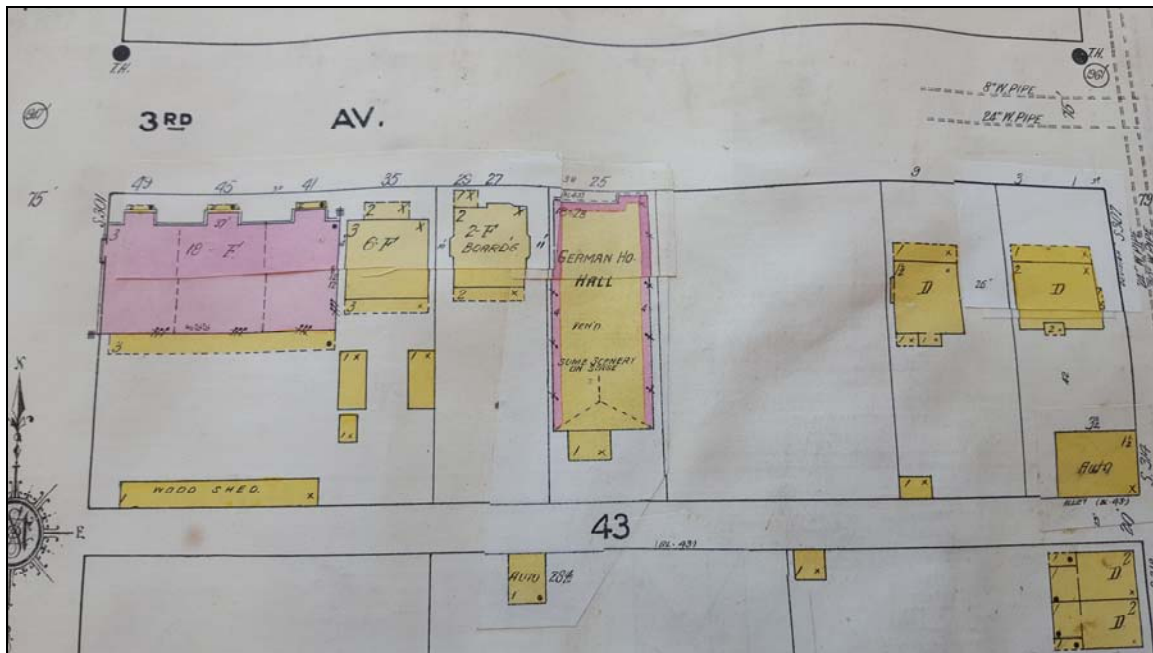


A 1959 photograph of the German-American Society Hall, looking south across Third Avenue to the building's north façade

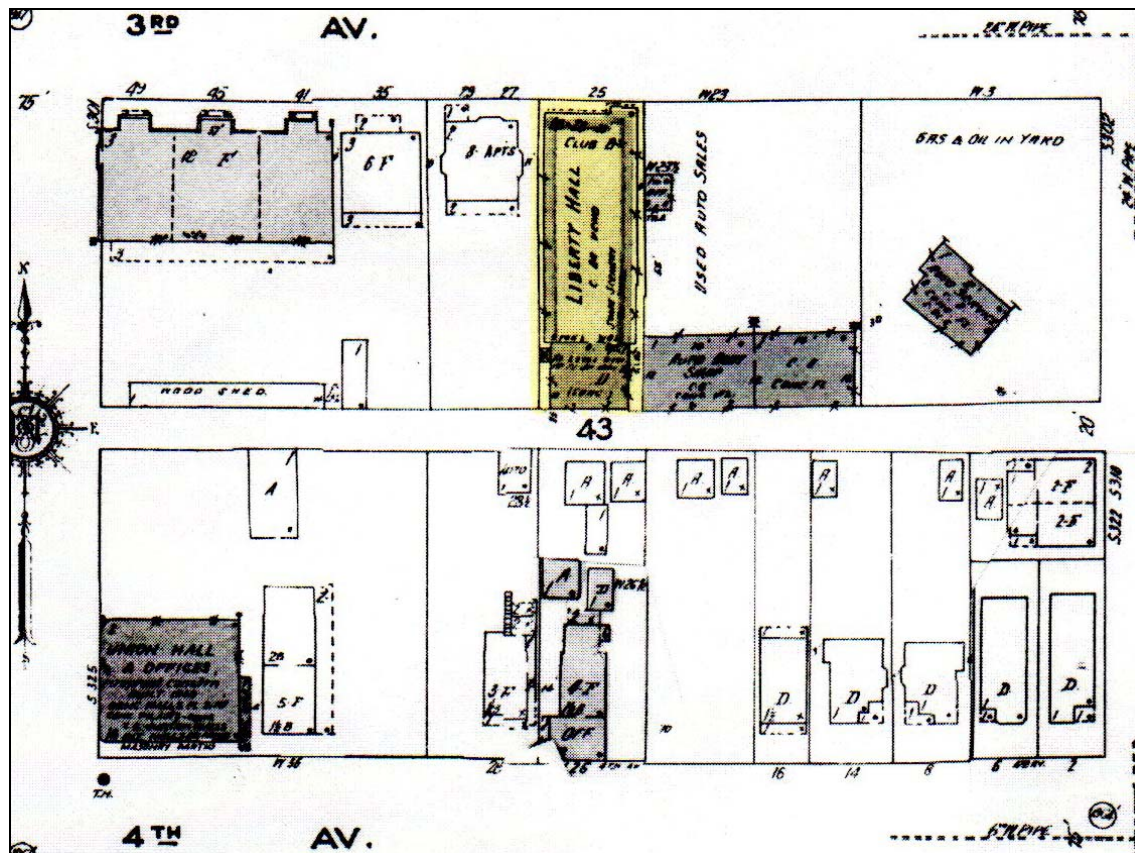


An aerial photograph of Turner Hall in 2018

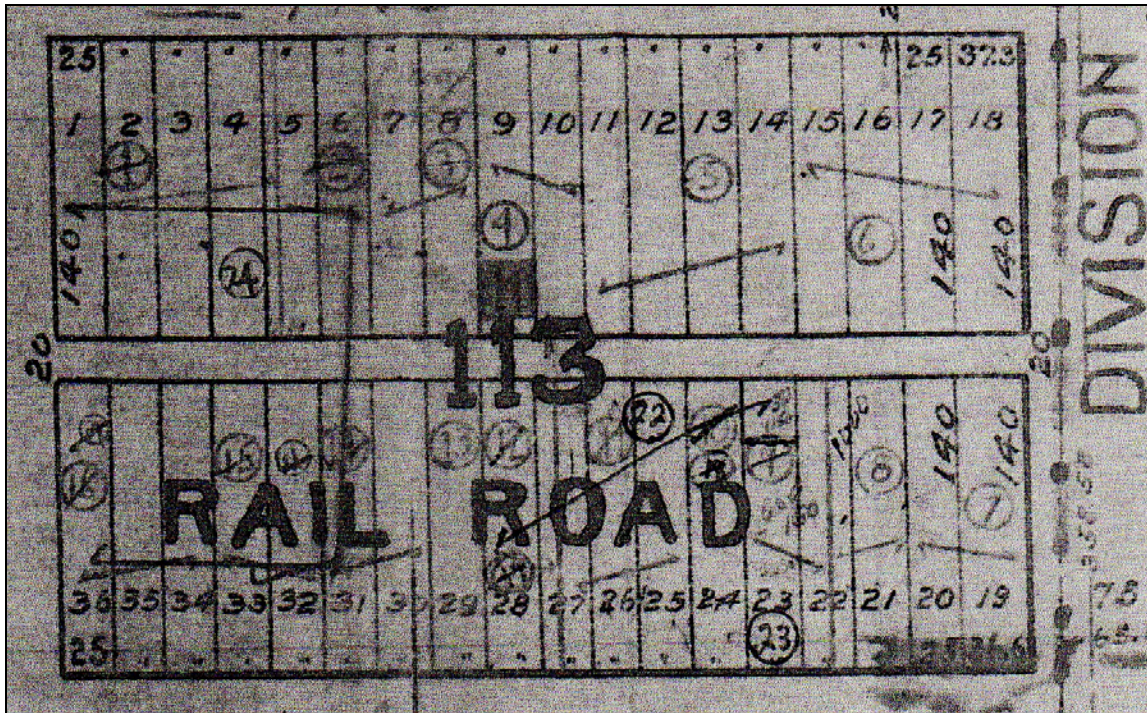
Source: Google Photos



1910 Sanborn Fire Insurance Map of German-American Society Hall, "German Hall" on map



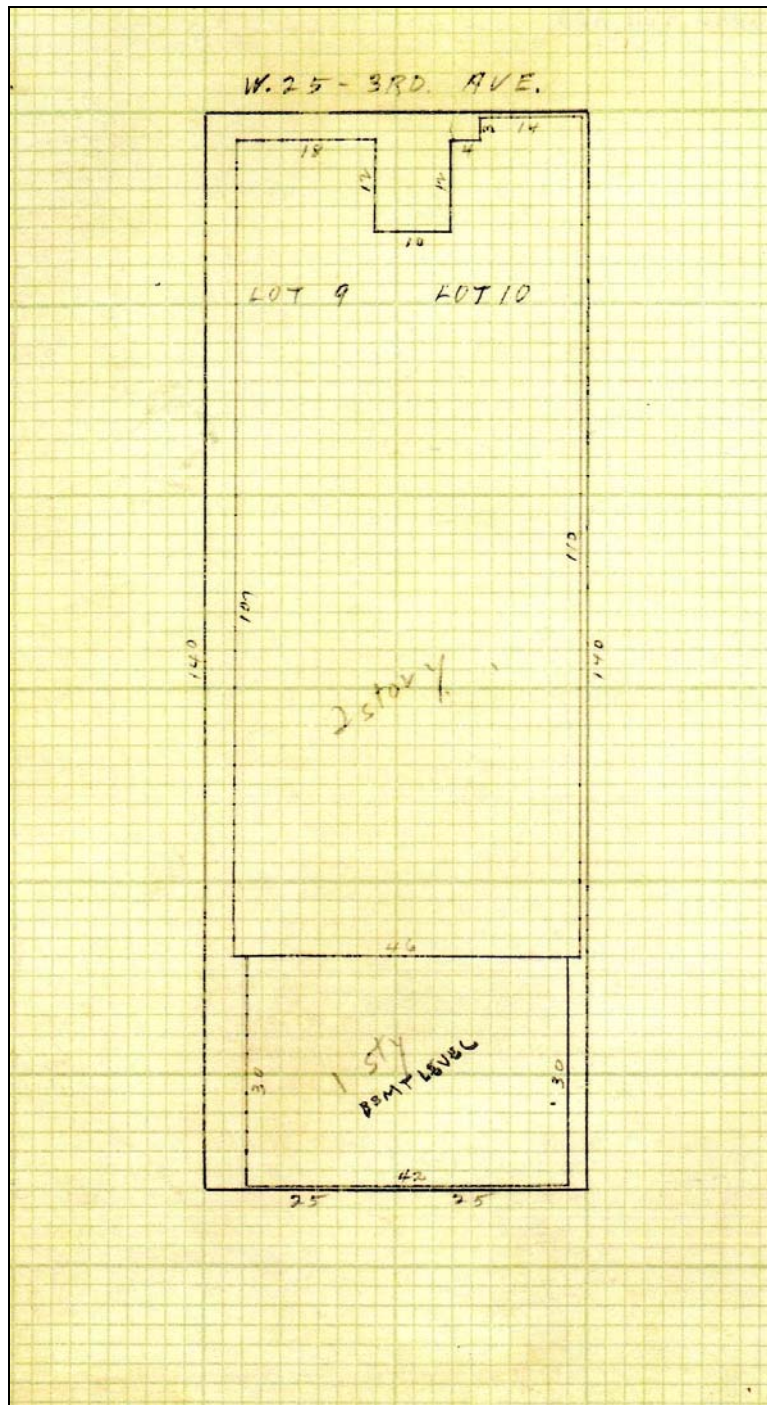
1953 Sanborn Fire Insurance Map of Turner Hall, called "Liberty Hall" on map



*Spokane County Plat Map in 2018, showing Lot 9 and 10 on Block 113 in the 4th
Railroad Addition to Spokane*

Turner Hall is built on Lots 9 and 10

Source: Spokane County Assessor's Records



Spokane County Site Plan for Turner Hall

Source: Spokane County Assessor's Records

Spokane Chronicle, 30 December 1897

SPOKANE TURN VEREIN HAS A NEW HOME.

The Big Turn Halle on Third Avenue Will Be Dedicated New Year's Eve.

It is just a few weeks since the pedestrians along Third avenue were surprised to see a big pile of exceedingly new lumber breaking the monotony of the long stretch of vacant ground that reaches almost to Division street. In a few days the lumber began to take the form of a roomy, shapely building; and so rapidly has the work been pushed that now the big new Turn-halle of the Spokane Turn Verein is ready for use. Tomorrow night—the last of the old year—it will be opened with a brilliant musical program and a grand ball—such a housewarming as befits the new house of one of the most prosperous and rapidly growing societies in Washington.

The following program has been prepared, to be followed by a grand ball, to be enjoyed by the members of the Verein and their immediate friends:

Spokane Chronicle, 5 April 1900

**WILL DOUBLE
TURNER HALL**

**The Spokane Turn Ve-
rein Must Have
More Room.**

THE CASH IS READY

**And a Big Addition Will Be
Built South of the
Hall.**

WILL MAKE IT A CLUB HOUSE

**With a Fine Stage and Eventually
Club Rooms in the
Basement.**

Turner hall on Third avenue will be doubled in size. Work on the addition will commence as soon as the plans can be completed and the contracts let. This extensive addition, 60 by 48 feet, will be built south from the present building. It is made necessary by the greatly increased activity of the Spokane Turnverein and the interest which is being taken in their gymnasium work and entertainments.

Since the society secured H. Wolfe to take charge of the classes in athletics last fall the number in attendance has increased until there are now over 150 who are taking the gymnasium work. This includes children and adults of both sexes, the classes being arranged so that all degrees of work are provided. Each class meets twice a week.

At their recent entertainments the turners have been hampered seriously for room. About 500 people have attended their monthly performances and the room has been seriously crowded, although the invitations were limited. The seating capacity of the hall will be nearly doubled and it is intended to ultimately build a gallery around three sides of the hall.

Make It a Club House.

The addition to Turner hall is the first of a series of improvements which are ultimately intended to make the building a club house, with the advantages that are offered by any of the larger clubs in the city. All of these improvements can not be made at once, and the expenses will only be incurred as the funds warrant. The turnverein does not believe in incurring large debts. At the present time the assets are about \$4000 and there are no liabilities outstanding.

One of the other improvements in connection with the addition to be built at once is a fine stage for dramatic performances. The stage will be 48 feet wide and 28 feet deep and 25 feet from the platform to the ceiling. It will be wired for electricity and adequate scenery will be purchased in time. The new stage will allow more attention to be devoted to dramatic work by the club and still further increase the interest in the monthly entertainments. The stage will be at the south end of the building.

The ultimate intention of the members of the society is to arrange club rooms in the high basement. The plans for the addition include the extension of the basement the entire length of the building. This will give space for splendid bowling alleys, a club reading room, billiard room and parlor, with possibly a buffet for the use of members only. The turnverein now has 85 active members, and they are looking forward to making it a splendid club, although it will not be possible to make all these improvements this year.

Keep Out of Debt.

Gustav Meese, chairman of the building committee, says regarding the contemplated improvements:

"We shall go slow, so as not to run in debt. The money is now on hand, however, for building the addition. It will not only double the size of the room for gymnasium work, but will give a dancing floor 110 feet by 48 feet, by far the largest in the city. The seating capacity for our entertainments will also be increased to nearly 1000. The turnverein is in splendid condition financially, and our gymnasium classes have increased in size so that we consider the addition to the building an immediate need."

Preusse & Zittel are preparing the designs for the addition. It will conform to the present building, extending the walls toward the south. The roof of the stage portion will be higher than the main hall, giving two stories above the basement.

Spokesman-Review, 7 October 1909

"GERMAN DAY" IS GALA OCCASION

Teutonic Descendants in Spokane
Inaugurate Annual Celebration
With Impressive Program.

MUSIC IS A FEATURE

Mayor Pratt and Congressman Poindexter Among Speakers—Dancing
In Festivities.

With streamers of red, white, blue and black entwined about the rafters, the pictures of German celebrities draped with the same colors and the hall and stage one mass of evergreen, asparagus, spruce, palms, ferns and wisteria, Turner hall presented a festive appearance last evening at the first "German Day" to be celebrated by the German society in Spokane.

The hall was filled long before the regular program was started, many were standing along the walls and several were turned away.

Under the direction of Karl Riedelsberger the German male chorus opened the program with Buhr's harmonious "Friends, Brothers."

Mayor Pratt then addressed the audience, saying that the German in America had proved his worth many times over.

A trio composed of Karl Riedelsberger, violinist, George Greenwood, pianist, and Hans Dressel, cellist, rendered Schuetz's "Fairly Waltzes," the hit of which caught the fancy of the assembled Teutons, who generously applauded.

German Society Sings.

"Hail to Thee" was well sung by the German Singing society, which was heard in several other difficult numbers.

The Rev. P. Groseupf then addressed the audience in the German tongue. He urged that all Germans in America study the German tongue and cultivate the German manners as carefully as the English, and that German parents teach their children German habits as much as English.

"Past and Present," an impressive tableau was put on under the direction of Mr. Gundlach, Mr. Reindl and Mr. Von Luerzer. For a small stage it was a masterpiece of stagecraft and depicted with as much fidelity as possible the scenes of today and yesterday in German life.

Shubert's familiar "Serenade" was played by Karl Riedelsberger, and Francis Walker was heartily applauded in a bass solo, W. Hill's "The Heart of the Rhine." The German singing society contributed two more selections, Dreher's "I Must Leave at the Dawn of Day" and "The Prayer During the Battle," both of which were well received.

Congressman Poindexter Speaks.

Congressman Miles Poindexter was then introduced by President Oscar Martin of the local society. Mr. Poindexter spoke briefly of the history of the Germans in this country, saying that although he was the only insurgent on the Pacific coast he hoped to have a running mate in the insurgent camp next time if the Germans were still "on the job," and in this connection, he commented on the stability and reliability of the Germans.

"The German," he said, "has proved his thorough reliability down through the ages, and is today the most independent man living. His liberal views on free government has made the United States what it is today, a document of which Americans may be justly proud."

Hans Dressel was then heard in a cello solo, Schumann's "Evening Song," and Pepper's "Gavotte" and Mrs. S. E. Piper scored in two soprano solos, "Thou Art Like Unto a Flower" and "The Song of the Nightingale."

The program was concluded with the tableau, "Columbia and Germania," posed by Miss Elizabeth Turrish and Miss Wilma Sholderfer. During this part of the program the audience sang "The Watch on the Rhine" and "The Star Spangled Banner."

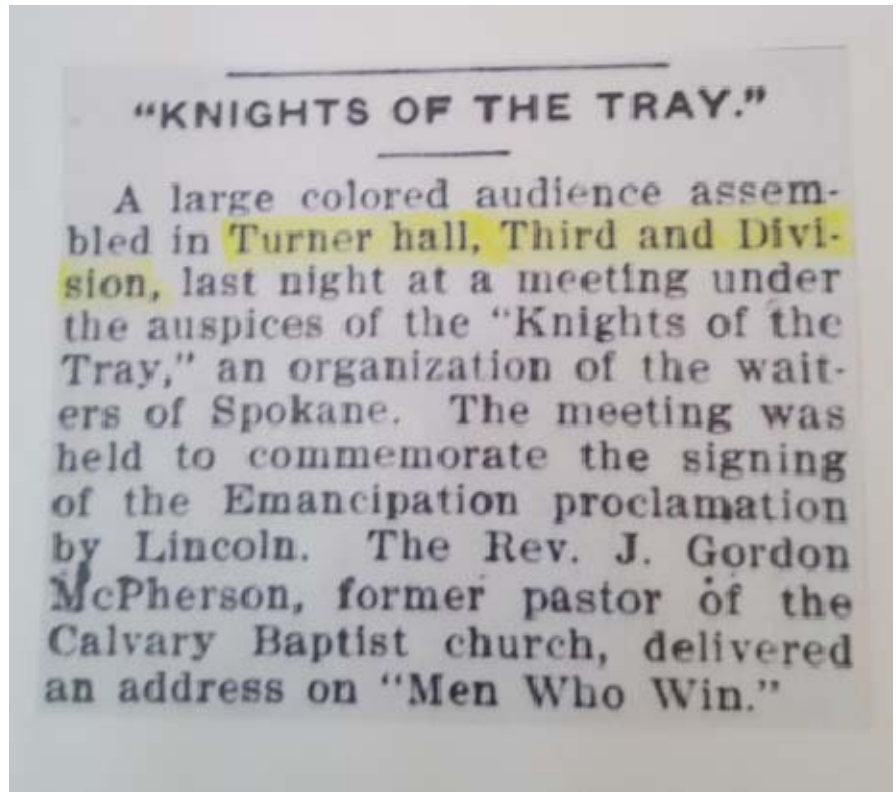
Following the program the floor was cleared and dancing occupied the rest of the evening.



*The Spokane Press,
22 December 1909*

Elizabeth Gurley Flynn, a political agitator and free speech activist, who promoted “up the flight for free speech” in Spokane, spoke in Turner Hall in December 1909, two days after she was involved in a prior police raid.

*The Spokane Press,
26 September 1910*



GERMANS' GIVE UP FETE

FIND ANNUAL CELEBRATION OUT
OF PLACE NOW.

Big Massmeeting Planned to Raise
Funds for War
Relief.

Because the war has made German festivities seem inappropriate, the Spokane Central Verein, at a meeting in Turner hall yesterday afternoon, decided to postpone indefinitely the German day celebration, held about October 5 of each year.

Further plans were made for the German massmeeting to be held in Turner hall September 7 for raising more funds with which to aid in caring for destitute families in Germany and Austria and to alleviate the suffering of wounded soldiers. Nearly \$1000 has already been subscribed by local Germans.

At this meeting a number of speakers from other cities will be present, invitations having been extended to prominent Germans throughout the northwest. Otto Loewe, an attorney, of Seattle, has already signified his intention of attending.

A number of letters from Germans throughout the state were read commending the work of the central verein in raising funds for the fatherland and in trying to overcome prejudice in America against the German cause.

Present at the meeting yesterday was a German who had been employed by the Canadian government on construction work. He stated he had been forced to leave Windemere, B. C., as had all other Germans with the exception of an old man 71 years of age, a veteran soldier of Germany, who had fought in the wars of 1860, 1866 and 1870.

Spokesman-Review, August 31, 1914

REOPEN HALL—A musical program, dancing and refreshments will feature the reopening of Turner hall tonight. The hall has been recently remodeled, a new hardwood floor and a balcony having been installed and the front of the structure changed.

Spokane Chronicle 19 October 1929



German-American Society Choir & Songfest in 1958



*German-American Society Children's Choir
1969*



GERMAN-AMERICAN-SOCIETY OF SPOKANE

THE CLUB'S INFLUENCE ON MAINTAINING GERMAN CULTURE IN SPOKANE

By Johannes Herzog (Hans)

December 2018

I am a German by birth, born in 1935, and emigrated, with my family, from post-war Germany to the United States in 1953. We were sponsored by an Uncle, Fr. Leo Herzog, who lived in Monette Missouri. After settling in Kansas for four years, my sister and I moved to Spokane, Washington, on the suggestion of my cousin, Valentine Herzog. We were told by Valentine and his brother-in-law, Stephen Hintyesz, with whom my sister and I first lived, that the German-American-Society had many members who were business owners in Spokane. Members of the German Club had, as a portion of their mission, the desire to employ fellow German immigrants. These young men and women were favored because of their work ethics, training acquired in Germany, and their quality craftsmanship. In 1957, my sister, Maria Herzog McKeirnan, had already become a member of the German Choir, and both of us had joined the German-American Society, where we could speak our German language, sing our traditional German songs, and eat our favorite German foods. The club was a favorite Saturday night social hall where we sat together around long tables, visited, laughed and danced to the accordion music of Norm Seeberger, (still playing for our dances to date.) After Norm went home, the family living in the back apartment of the club building, would bring out the record player and play dance music until the wee hours of the morning. Deep friendships developed between these young couples and remain to this day.

During my introduction to the club members by my cousin, Valentine Herzog, I met a long-time-member of the German American Society, Mr. Ernest Toll, and his wife Gretel, who owned and operated a Steel Fabrication Plant known as Artistic Iron Works, located at Montgomery and Division in Spokane. AIW was a reputable and leading steel fabrication plant in Spokane. My brother, Willi Herzog, had been hired by Mr. Toll, as had Artur Bohnet, Willi Kirstein, and others. I informed Mr. Toll that I had completed a Machinist Apprenticeship from Henschel and Sohn in Germany. It was October, and some layoffs had already happened because of the shortage of work during winter months, so Mr. Toll kept telling me to come back on Tuesday (the normal end of the pay period). I continued to pursue a job at Artistic, but it was the day I finally was headed to Portland, where I had landed another job, that I stopped by one last time to tell Mr. Toll where I was going. His immediate response was, "Do you have your work clothes with you?" That day, in 1957, began my 30-year employment at Artistic Iron Works, starting as a machinist, then as a draftsman in the office, and ultimately into project manager.

The majority of workers at Artistic Iron Works were craftsmen and German Immigrants, and like myself, socialized mostly at the German-American Society. The economic impact of these German Immigrants on the City of Spokane and the Inland Empire is immeasurable. This impact can be seen by driving by the various Bank Buildings, City Jail, Airport, Skywalks and Bridges, steel constructed by Artistic Iron Works, and visible throughout Spokane and the University Campuses throughout the Inland Empire.

Many of my fellow Artistic Iron workers were already a part of the Spokane Spokes Soccer Team, the very first Soccer team in Spokane, and also attended the Saturday evening social events at the German Club. Our Soccer team traveled to Canada, Seattle and Portland. The away teams came to Franklin Park on the north side of Spokane, for the games. Several members of the Soccer Team are now deceased, but remained members of the German American Society until their deaths. A few of their wives are still active members of the German Club and the Choir. The Soccer team was a cultural extension of the German club, practicing their native sport of soccer. From those humble beginnings in Spokane, Soccer has exploded into a major league sport. An article about the Spokane Spokes was in the Spokesman Review not too long ago. Children and Grandchildren of the Spokes Soccer Team, played on local school and competitive teams, were coached by members of the Spokes Soccer Team and carry this German tradition forward.

Both before and after we were married, my wife and I spent many Saturday evenings at the club with our friends. As our children grew, they became part of the German Children's Christmas Choir. The Choir Director made the event a lot of fun for the children by hosting a family Christmas Party where the children's choir performed, followed by a Christmas dance, and eating favorite German Christmas baked goods. This event, although not currently a part of the German-American Club's activities, has become a life-long Herzog-McKeirnan family tradition. The entire Herzog extended family enjoys an annual Christmas gathering, church service, singing of favorite German Christmas carols, eating favorite German traditional foods, and passing the German traditions on to new generations.

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

08/12/2019

Date Rec'd

7/23/2019

Clerk's File #

RES 2019-0064

Renews #

Submitting Dept

RETIREMENT

Cross Ref #

Contact Name/Phone

PHILLIP 6336

Project #

Contact E-Mail

PTENCICK

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

6100 RETIREMENT RESOLUTION FOR 457 DEFERRED COMPENSATION PLAN

Agenda Wording

A resolutions to adopt a comprehensive plan document that covers all City sponsored 457 deferred compensation plans.

Summary (Background)

The City has two 457 deferred compensation plans. However, only Local 29 members are eligible to participate in the plan administered by Voya. A comprehensive plan document that covers all City sponsored 457 plans and that allows the plans to operate independently while meeting the requirements of the Internal Revenue Code was needed.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TENCICK, PHILLIP

Study Session

5/20/2019

Division DirectorOtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

msteinolfson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pdalton@spokanecity.org

Additional Approvals

cshisler@spokanecity.org

Purchasing

presidentiaffl29@gmail.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

\$1,095,200.00.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

RESOLUTION NO. 2019-0064

A RESOLUTION adopting the City of Spokane 457(b) Deferred Compensation Plan Document.

WHEREAS, the City has, for many years, sponsored for its employees defined contribution plans authorized by Sections 457(b) of the Internal Revenue Code, and

WHEREAS, the City is required to ensure that the deferred compensation program serves the best interests of the plan participants, and

WHEREAS, the City is required to ensure that the deferred compensation program serves the best interests of the plan participants, and

WHEREAS, the City has two deferred compensation plans available to city employees, and

WHEREAS, all City employees are eligible to participate in the Plan administered by ICMA-RC as defined by its trust agreement, and

WHEREAS, only City employees who are members of Local 29 are eligible to participate in the Plan administered by Voya as defined by its plan services agreement, and

WHEREAS, a comprehensive plan document that covers all City sponsored 457 plans allows the plans to operate independently while meeting the requirements of the Internal Revenue Code, and

WHEREAS, the City Council wishes to formally adopt the City of Spokane 457(b) Deferred Compensation Plan Document which is attached to this Resolution,

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

THE CITY OF SPOKANE

457(b) DEFERRED COMPENSATION PLAN

CITY OF SPOKANE
Human Resources Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3324
(509) 625-6363

Effective: June 10, 2019

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CITY OF SPOKANE
DEFERRED COMPENSATION 457(b) PLAN

The City of Spokane (“Employer”) has established this City of Spokane Deferred Compensation 457(b) Plan (the “Plan”) for its eligible employees pursuant to Revised Code of Washington 41.50.770(2), as provided in this Plan document.

Plan Sponsor	City of Spokane
Plan Administrator Information	City of Spokane, Retirement Department 808 W Spokane Falls Blvd. Spokane, WA 99201
Plan Sponsor Tax ID Number	91-6001280
Name of Plan	City of Spokane 457(b) Deferred Compensation Plan
Plan Custodian	ICMA Retirement Trust Vantage Trust Company (Trustee)
Plan Recordkeeper	ICMA Retirement Corporation 777 North Capitol Street NE Washington, DC 20002

CITY OF SPOKANE
DEFERRED COMPENSATION 457(b) PLAN

INTRODUCTION

Plan Establishment

The City of Spokane ("Employer") originally established the City of Spokane's Deferred Compensation Program (the "Plan"), which is a municipal 457(b) plan authorized by RCW 41.50.770(2), by action taken on September 26, 1988. The Plan has since been amended and restated several times. This document amends and completely restates the Plan, prospectively replacing and superseding any and all previous Plan documents, and is hereby adopted effective June 10, 2019 (the "Effective Date").

Pursuant to RCW 41.50.770(1) and (4), the Employer's "Eligible Employees" may elect to participate in this Plan.

Additionally, as of the Effective Date, the Employer has also adopted the Voya Retirement Insurance and Annuity Company 457 Plan (the "Firefighters' Plan"). The Employer may in the future also adopt the Washington State Department of Retirement Services Deferred Compensation Plan (the "State Plan") pursuant to RCW 41.50.770(1) and (4), which if adopted would permit participation by the Employer's Eligible Employees.

The Employer has established the Firefighters Plan solely for the benefit of Eligible Firefighters who elect to participate in it. An Eligible Firefighter may elect to participate in this Plan, the Firefighters' Plan, the State Plan (if adopted by the Employer), or all or none of the foregoing. However, the Employer may restrict participation such that an Eligible Employee is only permitted to make contributions to one of these plans at any given time.

Where an Eligible Employee who qualifies for participation in this Plan elects to participate in the State Plan, the Firefighters' Plan, or both, the terms of the State Plan or the Firefighters' Plan, as applicable, and not this Plan, will govern the amounts contributed by that individual to such plan, except to the extent those amounts are subsequently transferred to this Plan; in that event, the amounts so transferred will be subject to and governed by the terms of this Plan.

Plan Purpose

The purpose of this Plan is to allow Eligible Employees of the City of Spokane to participate in the Plan as "Participants," and as such, each Participant may designate a portion of his or her Compensation to be withheld and be invested at the direction of the Participant in one or more investments made available under the Plan. Participation in this Plan shall not be construed to establish or create an employment contract between the Eligible Employee and his or her employer. As a result of position or the terms of collective bargaining agreements, certain Participants may be entitled to receive matching or other contributions from the Employer.

I. DEFINITIONS

- 1.01 **"Account Balance"** The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Pre-tax Contributions, the Participant's designated Roth contributions, assets from a qualified pre-tax rollover, assets from a qualified Roth rollover, assets from a Roth in-plan conversion, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then each beneficiary's share of the Account Balance shall be treated as a separate account for each Beneficiary. The Account Balance includes any account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an Alternate Payee (as defined in Code § 414(p)(8)).
- 1.02 **"Administrator" or "City Administrator"** Administrator or City Administrator means the City of Spokane's retirement department. Administrator shall not include the Recordkeeper or any company which issues policies, contracts, or investment media to the Plan in respect of a Participant.
- 1.03 **"Alternate Payee"** The spouse, former spouse, child or other dependent of a Participant who has acquired an interest in the Participant's account pursuant to a Plan approved domestic relations order pursuant to section 12.02. Alternate Payees shall be treated as Beneficiaries for all purposes under the Plan except that Alternate Payees shall be allowed to request a distribution of all or a portion of their account balance at any time, subject to the terms of the Plan approved domestic relations order.
- 1.04 **"Annual Deferral"** The amount of the Participant's Compensation deferred in any taxable year as a pre-tax deferral, Roth contribution, or both.
- 1.05 **"Beneficiary"** The person(s) or legal entity (or, if none, the Participant's surviving spouse, if any, and then the participant's estate) designated by the Participant who is entitled to receive benefits under the Plan after the death of a Participant.
- 1.06 **"Code"** The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- 1.07 **"Committee"** The Deferred Compensation Committee of the City of Spokane.
- 1.08 **"Compensation"** All compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Participant's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Participant's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III). To the extent permitted by Federal law, applicable Treasury regulations or other similar

guidance, accrued bona fide sick, vacation or other leave pay may be paid by the later of two and one-half (2½) months after Participant's Severance from Employment or by the end of the calendar year that includes the date of such Severance from Employment so long as the employee would have been able to use the leave if employment had continued.

- 1.09 "Custodian" The bank, trust company or other person, if any, selected by the Sponsor as indicated on page 1 of this Plan document and who is authorized to hold Plan assets in a custodial account in accordance with regulations issued by the Secretary of the Treasury pursuant to Code § 401(f).
- 1.10 "Eligible Employee" Each natural person (individual) who is employed by the Employer as an individual receiving compensation for services from the Employer as a full-time or part-time employee of the Employer.
- 1.11 "Employer" and "Plan Sponsor" The City of Spokane.
- 1.12 "Includible Compensation" An employee's actual gross wages in box 1 of Form W-2 attributable to services performed for the Employer but subject to a maximum of \$275,000 (or such higher maximum as may apply under Code § 401(a)(17)) and increased (up to the dollar maximum) by any compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer Compensation under Article III). For the Plan Year beginning January 1, 2019, the Includible Compensation limit has been adjusted by IRS to \$280,000.
- 1.13 "Nonelective Employer Contribution" Nonelective Employer Contribution is a contribution made by the Employer for the Participant with respect to which the Participant does not have the choice to receive the contribution in cash or property. Such term may also include an Employer matching contribution. Nonelective Employer Contributions may be subject to, and determined under, the terms of collective bargaining agreements to which the Employer is a party.
- 1.14 "Normal Retirement Age" Age 70½.
- 1.15 "Participant" An individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction or received a Nonelective Employer Contribution and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Eligible Employee may defer Compensation under the Plan.
- 1.16 "Participation Agreement" The agreement entered into and filed by an Employee with the Administrator pursuant to Article II, in which the Employee elects to become a Plan Participant.
- 1.17 "Plan" The Plan named the City of Spokane Deferred Compensation 457(b) Plan.
- 1.18 "Plan Year" The calendar year.

- 1.19 “Recordkeeper” The Recordkeeper, identified on page 3, is responsible for the administration of investments held in the Plan and for maintaining accurate Plan asset records.
- 1.20 “Severance from Employment” The date the Employee dies, retires, or otherwise has a separation from employment with the Employer, as determined by the Administrator. Also:
- (a) An Employee whose employment is interrupted by qualified military service under Code § 414(u) for a period of more than 30 days shall be deemed severed from employment until such time as he or she is reemployed following the term of duty.
 - (b) A change from full-time employment to part-time status is not considered a Severance from Employment.
- 1.21 “Trust or Custodial Agreement” The written agreement (or declaration) made by and between the Administrator and the Trustee under which the Trust Fund is maintained. Custodial accounts and annuity contracts described in Code § 401(f) are treated as trusts under the rules described in Treas. Reg. § 1.457-8(a)(2).
- 1.22 “Trust Fund” The trust fund created under and subject to the Trust or Custodial Agreement.
- 1.23 “Trustee” The Trustee duly appointed and currently serving under the Trust Agreement.
- 1.24 “Valuation Date” Each business day.

II. PARTICIPATION AND CONTRIBUTIONS

- 2.01 Eligibility Employees performing services for the Employer shall be eligible to participate in the Plan upon becoming employed by the Employer unless specifically restricted.
- 2.02 Election Required for Participation An Employee may elect to become a Participant by executing a Participation Agreement to defer a portion of their Compensation (and have that amount contributed as an Annual Deferral on their behalf) and filing it in good order with the Administrator. In entering into the Participation Agreement, the Participant elects to participate in this Plan and consents to the deferral by the Employer of the amount specified in the Participation Agreement from the Participant's gross compensation if it is pre-tax deferral or net compensation for designated Roth contributions for each payroll period, and agrees to be bound by all the terms and conditions of the Plan. Such deferral shall continue in effect until modified, disallowed or revoked in accordance with the terms of this Plan, or until the Participant experiences a Severance from Employment with the Employer. In the event no such deferral is elected on the Participation Agreement, the Plan's established minimum deferral amount per payroll period will apply.

The Administrator retains the right to establish minimum deferral amounts per payroll period, and to change such minimums from time to time and to limit the number and/or timing of enrollments into the Plan in the Participation Agreement. No adjustment in future deferrals shall be made if a periodic deferral is missed or is less than the amount elected. The Administrator shall have the right to modify or disallow the periodic deferral of Compensation elected by the Participant:

- (a) In excess of the limitations stated in Article III;
- (b) In excess of the Participant's net Compensation for any payroll period;
- (c) Upon any change in the length of payroll period utilized by Employer. In such case the periodic deferral shall be adjusted so that approximately the same percentage of pay shall be deferred on an annual basis;
- (d) In order to round periodic deferrals to the nearest whole dollar amount;
- (e) To reduce the future deferrals in the event that the amount actually deferred for any payroll period exceeds, for any reason whatsoever, the amount elected by the Participant. In the alternative, such amount of excess deferral may be refunded to the Participant; or
- (f) If the deferral elected for any payroll period is less than the minimum amount specified by the Employer or Administrator.

The participation election, or such other form as approved by the Administrator, shall include the Employee's designation of investment funds. Any such election shall remain in effect until a new election is filed. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.03 Election Required for Participation Upon Re-Employment Any prior Employee who was a Participant in the Plan and is rehired the Employer may resume deferrals in the Plan by entering into a Participation Agreement so long as any distributions being taken from this Plan are terminated prior to the resumption of deferrals under the Plan. Additionally, if distributions had not begun pursuant to a prior Severance from Employment, any deferred commencement date elected by such Employee with respect to distribution of those prior Plan assets shall be null and void.

2.04 Designation of Account Beneficiary(ies) The Participant may designate a Beneficiary(ies) to receive any amounts that may be distributed in the event of death of the Participant prior to the complete distribution of benefits. A Participant may change the designated Beneficiary(ies) at any time by filing such change with the Administrator in a manner approved by the Administrator. A change in the Beneficiary designation shall take effect on the date received and deemed acceptable by the Administrator. If no such designation is in effect on the Participant's death, or to the extent that there is no beneficiary who is treated as surviving the Participant by 30 days, the Beneficiary shall be the Participant's surviving spouse if married at the time of death, or if none, the Participant's estate.

Except as set forth in section 12.02, in the event of marriage dissolution, any existing Beneficiary designation naming a former spouse of the Participant and all other Beneficiary designations become void. Following a divorce, a Participant may re-designate a former spouse or update other Beneficiary(ies) by filing such change with the Administrator in a manner approved by the Administrator. A change in the Beneficiary designation shall take effect on the date received and deemed acceptable by the Administrator.

2.05 Commencement of Participation

Voluntary Enrollment An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a Participation Agreement pursuant to section 2.02. Such elections shall become effective no earlier than the pay period immediately following the date the Participation Agreement is filed.

The Employer, not the Administrator, shall be responsible for informing the Employee, upon becoming an Employee, of the existence of any Plan and of their eligibility to participate. The Employee shall be responsible to take any action necessary to enroll in the Plan. Neither the Administrator nor the Employer shall be liable for any missed salary deferrals as a result of an Employee's failure to enroll.

Notwithstanding the foregoing, upon notification of a new Employee by the Employer, the Administrator shall, as soon as practical following the date of hire or rehire, notify each Employee of the Plan who is hired or rehired of:

- (a) the operation of the deemed Plan participation;
- (b) their rights and the timing to waive participation in the Plan;
- (c) procedures to increase, decrease, or terminate their salary deferral election;
- (d) the investment option that contributions will be invested in the absence of an investment election; and
- (e) the timing and procedures for obtaining a refund of any amounts contributed to the Plan pursuant to the Plan participation.

Within a reasonable period prior to the beginning of each calendar year, the Administrator shall provide notice to each Participant who has not made a subsequent investment election describing:

- (a) the operation of the deemed Plan participation;
- (b) procedures to increase, decrease, or terminate their salary deferral election;
- (c) the investment option that contributions will be invested in the absence of an investment election; and
- (d) procedures for making changes to such investment election.

- 2.06 Information Provided by the Participant Each Employee enrolling in the Plan should provide to the Administrator, at the time of initial enrollment, and later if there are any changes, any information necessary or advisable to administer the plan, in the sole discretion of the Administrator, for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code § 457(b).
- 2.07 Contributions Made Promptly Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.
- 2.08 Amendment of Annual Deferrals Election Subject to other provisions of the Plan, a Participant may at any time revise their participation election, including a change of the amount of their Annual Deferral. Unless the election specifies a later effective date, a change in the amount of the Annual Deferral shall take effect as of the first day of the next following month or when administratively practicable if later.
- 2.09 Leave of Absence A Participant who is granted a leave of absence by the Employer may continue to be a Participant in the Plan as long as the leave of absence is approved by the Employer and to the extent the Compensation continues. If an approved leave of absence is terminated by the Employer or Employee without the resumption of the employment relationship, the Participant shall be treated as having a Severance from Employment under the Plan.
- 2.10 Disability A disabled Participant may elect Annual Deferrals during any portion of the period of their disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.
- 2.11 Revocation of Deferrals In addition to a Participant's ability to change or revoke an election as described in section 2.08, a Participant's request for a distribution in the event of an unforeseeable emergency as defined in section 5.08(b) shall be treated as a request for revocation of deferrals as of a date determined by the Administrator for the period of time determined under section 5.08(g). Revocation of deferrals is not a distributable event; however, and the Participant's Account may only be distributed as provided in Article V.
- 2.12 Re-Enrollment A Participant who revokes the Participation Agreement may again become a Participant at the times and in the manner authorized by the Administrator, by entering into a new Participant agreement to defer Compensation payable no earlier than the first payroll period after the first day of the month after such new Participation Agreement is entered into by the Participant and accepted by the Administrator.
- 2.13 Designated Roth Contributions Each Participant may make designated Roth contributions; provided, however, that a Participant shall not make a designated Roth

contribution to the Plan for any Plan Year to the extent such designated Roth contribution would exceed the limitations of Article III.

- (a) General Application. This subsection will apply to designated Roth contributions.
 - (1) The Plan will accept elective deferrals designated as Roth contributions made on behalf of Participants. A Participant's designated Roth contributions will be allocated to a separate account maintained for such deferrals as described in (b).
 - (2) Unless specifically stated otherwise, designated Roth contributions will be treated as elective deferrals for all purposes under the Plan.
- (b) Separate Accounting. Contributions and withdrawals of designated Roth contributions will separately be credited and debited to the Account maintained for each Participant.
 - (1) The Plan will maintain a record of the amount of the designated Roth contributions in each Participant's Account.
 - (2) Gains, losses and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Account and the Participant's other accounts under the Plan.
 - (3) No contributions other than designated Roth contributions and properly attributable earnings will be credited to each Participant's Account.
- (c) Designated Roth Contributions Defined. A designated Roth contribution is an elective deferral that is:
 - (1) Designated irrevocably by the Participant at the time of the deferral election as a Roth contribution that is being made in lieu of, all or a portion of, the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
 - (2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a deferral election.

III. LIMITATIONS ON AMOUNTS DEFERRED

- 3.01 Minimum Annual Limitation The minimum deferral per pay period is \$10 (ten dollars) or 1% (one percent of Includible Compensation). The amounts to be deferred must be stated in whole dollars or whole percentages, where allowed.
- 3.02 Basic Annual Limitation Effective for Calendar Years on and after January 1, 2002 The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the applicable dollar amount or (ii) one hundred percent (100%) of the Participant's Includible Compensation for the calendar year, after withholding for

all applicable taxes. The applicable dollar amount is the amount established under Code § 457(e)(15). For the calendar year beginning January 1, 2019, the applicable dollar amount has been adjusted by IRS to \$19,000.

Each calendar year, the maximum applicable dollar limits are modified based on cost-of-living adjustments under Treas. Reg. § 1.457-4.

The Annual Deferral amount does not include any rollover amounts received by the Plan under Treas. Reg. § 1.457-10(e).

- 3.03 Age 50 Catch-up Annual Deferral Contributions A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year.

Each calendar year, the maximum applicable dollar limits are modified based on cost-of-living adjustments under Treas. Reg. § 1.457-4. For the calendar year beginning January 1, 2019, this maximum applicable dollar limit has been adjusted by IRS to \$6,000.

Age 50 catch-up contributions are subject to the requirements of Code § 414(v).

- 3.04 Special § 457(b) Catch-up Limitations for Calendar Years Beginning On and After January 1, 2002 If the applicable year is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this subsection exceeds the amount computed under sections 3.02 and 3.03, then the Annual Deferral limit under this section shall be the lesser of:

- (a) An amount equal to two (2) times the section 3.02 applicable dollar limit for such year; or
- (b) The sum of:
 - (1) An amount equal to the aggregate section 3.02 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
 - (2) An amount equal to the aggregate limit referred to in Code § 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to sections 3.03 and 3.04), minus the aggregate contributions to Pre-2002 Coordination Plan for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for such years unless the Employer is making Nonelective Employer Contributions.

3.05 Coordination of Age 50 Catch-up with Special § 457(b) Catch-up The age 50 catch-up does not apply for any taxable year for which a higher limitation applies under the Special § 457(b) Catch-up described in section 3.04. A Participant who is eligible for the age 50 catch-up for a Plan Year and for whom the Plan Year is also one of the Participant's last three (3) taxable years ending before the Participant attains Normal Retirement Age is eligible for the larger of:

- (a) The basic annual limitation described in section 3.02 and the age 50 catch-up described in section 3.03, or
- (b) The basic annual limitation described in section 3.02 and the Special § 457 catch-up described in section 3.04.

3.06 Special Rules For purposes of this Article III, the following rules shall apply:

- (a) Nonelective Employer Contribution (Employer Matching Contribution) If an Employer's personnel policy or collective bargaining agreement between the public employer and the exclusive representative of public employees includes matching contributions, those matching contributions will be considered Nonelective Employer Contributions. All Nonelective Employer Contributions are included in the annual maximum deferral limits as stated in sections 3.02 and 3.03. Annual Deferrals made as Nonelective Employer Contributions must be designated pre-tax deferrals and are considered FICA taxable wages unless the employment is not treated as service subject to FICA taxes.
- (b) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code § 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article III. For this purpose, the Employer shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (c) Pre-Participation Years In applying section 3.04, a year shall be taken into account only if the Participant was eligible to participate in the Plan during all or a portion of the year and Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in section 3.02 or any other plan ceiling required by Code § 457(b).
- (d) Pre-2002 Coordination Years For purposes of section 3.04 (b)(2), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code § 457(b) plan, or a salary reduction or elective contribution under any Code § 401(k) qualified cash or deferred arrangement, Code § 402(h)(1)(B) simplified employee pension (SARSEP), Code § 403(b) annuity contract, and Code § 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code § 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer

for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of section 3.04(b)(2) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code § 457(b)(2) for that year.

- (e) Disregard Excess Deferral For purposes of sections 3.02, 3.03 and 3.04, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in section 3.07. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.07 Correction of Excess Deferrals If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under any other eligible deferred compensation plan under Code § 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amounts is an excess deferral and shall be includible in the Participant's gross income in the taxable year deferred.

3.08 Protection of Persons Who Serve in a Uniformed Service An Employee whose employment is interrupted by qualified military service under Code § 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during the period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for three (3) times the period of the interruption or leave but shall not exceed five (5) years following the resumption of employment.

IV. LOANS

4.01 Loans A Participant may obtain a loan from his or her account under the Plan (a "Plan loan") in accordance with the terms of the separate written Participant Loan Program established by the Administrator (the "Loan Program"), the terms and conditions of which are incorporated herein by reference. For the avoidance of doubt, this Article IV applies to and governs only loans made under this Plan; loans made under the Firefighters' Plan or the State Plan, if any, shall be governed by the applicable rules established under the Firefighters' Plan or the State Plan, respectively. No Plan loan shall be made which does not meet all of the following requirements:

- (a) The Participant shall apply for a Plan loan in writing on a form providing such information as the Administrator shall require.

- (b) The total amount of the Plan loan, together with the outstanding balance of all other Plan loans to the Participant, shall not exceed the lesser of (1) \$50,000 reduced by the excess, if any, of the highest outstanding balance of Plan loans during the one-year period ending on the day before the loan is made over the outstanding balance of Plan loans on the date on which such loan was made, or (2) fifty percent (50%) of the fair market value of the Participant's account under this Plan (considering all accounts, including the Roth portions of a Participant's account balance, if any). For the avoidance of doubt, amounts held on behalf of the Participant in the State Plan or the Firefighters' Plan will not be considered
- (c) The interest rates for a Plan loan shall be commensurate with interest rates being charged by entities in the business of lending money under similar circumstances, and shall be as set forth in the Loan Program. The Administrator may adjust the loan interest rate for participants entering active duty in the military services as may be required by law.
- (d) Each Plan loan shall have a definite maturity date and shall be repayable in level installment payments not less frequently than quarterly. The term for repayment shall not exceed five (5) years or ten (10) years for a loan used by the Participant to purchase Participant's principal residence.
- (e) Interest paid on the Plan loan shall accrue to the account of the Participant. The Plan loan shall be secured by the Participant's account. The Participant's Plan loan payments shall be allocated to investment options selected by the Participant for the investment of contributions.
- (f) A Plan loan shall be available to all Participants on a reasonably equivalent basis. A Plan loan will not be available to a Participant who is not an active Eligible Employee.
- (g) At Severance from Employment, the outstanding balance of a Plan loan will be repayable in full. A default in repayment will result in the outstanding balance of a loan being treated as a taxable distribution. If a Participant takes a distribution from the Plan (other than an in-service distribution), the unpaid balance of the principal and interest of any outstanding Plan loan shall be deducted from the amount of the distribution.
- (h) A Plan loan will be available only from that portion of the Participant's account which is invested pursuant to an arrangement under which loans are permitted. Restrictions on the minimum loan amount available as well as restrictions on the number of loans that can be outstanding at any time shall be as set forth in the Loan Program. No new Plan loan will be available if another Plan loan is in default.
- (i) The entire amount of the loan will be defaulted and treated as a deemed distribution as of the 30th day following the original due date of the initial missed loan payment if both the missed payment and the next payment are not paid by that date. A deemed distribution is treated as distribution from the Plan for federal income tax purposes; therefore amounts treated as deemed distribution

will be subject to federal income taxes. The Plan's custodian may impose additional rules related to repayment of loans in default.

- (j) Loans will be funded pro-rata from all of a Participant's existing accounts and investment funds under this Plan. However, funding from all of a Participant's other Plan accounts will be exhausted before any portion of the loan will be funded from a Roth portion of the Participant's account balance.
- (k) The Administrator requires as a condition to the granting of a Plan loan that the Participant provide to the Employer an election for payroll withholding of the required loan payments.
- (l) Reasonable and necessary fees and expenses incurred by the Plan in originating and maintaining the Participant's Plan loan shall be charged against the Participant's Plan account balance.

V. BENEFIT DISTRIBUTIONS

5.01 Distributions from the Trust The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Trustee(s) or other person so authorized by the Administrator to make such distribution. Neither the Trustee, nor any other person shall be liable with respect to any distribution from the Trust made at the direction of the Administrator or a person authorized by the Administrator to give disbursement direction.

5.02 Conditions for Distributions Payments from a Participant's § 457(b) Deferred Compensation account shall not be made to the Participant or Beneficiary unless:

- (a) the Participant has a Severance from Employment and payments are made pursuant to section 5.06;
- (b) the Participant dies and payments are made pursuant to section 5.09;
- (c) the Participant's account meets all of the requirements for an in-service *de minimis* distribution pursuant to section 5.07(a) and/or (b) or an in-service distribution pursuant to section 5.07(c);
- (d) the Participant incurs an approved unforeseeable emergency pursuant to section 5.08; or
- (e) the Plan is terminated under section 10.01.

5.03 Distribution to Participant

- (a) Required Minimum Distribution Distribution of the balance of a Participant's Account shall be made in accordance with Section 401(a)(9) of the Code and

the regulations thereunder and as set forth below. If there is any conflict between the requirements of this Section 5.03(a) and the Code and the Treas. Regs. issued under Section 401(a)(9), Section 401(a)(9) of the Code and the Treas. Regs. shall apply.

In no event shall any distribution to a Participant under this Article V begin later than April 1 of the year following the calendar year in which the Participant attains age 70^{1/2} or April 1 of the year following the year in which the Participant has a Severance from Employment, whichever is later. If the Participant delays the distribution due in the calendar year he turns age 70^{1/2} or has a Severance from Employment, as applicable, to the following calendar year, a second required minimum distribution must be taken by the end of that calendar year.

- (b) Forms of Distribution. A Participant's election of a payment option may commence no earlier than thirty (30) calendar days following Severance from Employment. If a timely election of a payment option is not made, benefits shall be paid in accordance with section 5.04. Subject to applicable law and other provisions of this Plan, distributions may be made in accordance with one of the following payment options.

- (1) A single lump-sum payment of the entire Account Balance;
- (2) A single lump-sum payment of a partial portion of the Account Balance;
- (3) Installment payments for a period of years (payable on a monthly, quarterly, semi-annual, or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code § 401(a)(9) using the Uniform Lifetime Table at Treas. Reg. § 1.041(a)(9)-9, A-2 for the Participant's age on Participant's birthday for that year. If the Participant's age is less than age 70, the distribution period is 27.4 plus the number of years that the Participant's age is less than age 70. The Account Balance for this calculation (other than the final installment payment) is the Account Balance as of the end of the year prior to the year for which the distribution is being calculated;
- (4) Partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years, as described in subsection (3);
- (5) Annuity payments (payable on a monthly, quarterly, semi-annual, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary in compliance with Code § 401(a)(9); or
- (6) Such other forms of installment payments as may be approved by the Administrator consistent with the requirements of Code § 401(a)(9).

5.04 Default Distribution Option In the absence of an effective election by the Participant as to the commencement and/or form of benefits, distributions shall be made in

accordance with the applicable requirements of Code §§ 401(a)(9) and 457(d), and applicable Treasury regulations promulgated thereunder. In the absence of an effective election by the Beneficiary or Alternate Payee as to the commencement and/or form of benefits, distribution shall be made in a lump sum.

5.05 Rollovers If a Participant has a separate account attributable to rollover contributions to the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account(s).

5.06 Severance from Employment for any Reason, Including Retirement

- (a) With the exception of section 5.06(b) and (c), distributions to a Participant shall commence no earlier than thirty (30) calendar days following Severance from Employment, as elected by the Participant, in a form and manner determined pursuant to sections 5.03 and 5.10. If the Participant does not elect otherwise, the distribution shall be paid commencing on the Participant's required beginning date under a payment method meeting the requirements of Code § 401(a)(9) and the Treasury regulations promulgated thereunder.
- (b) This Plan may mandate distributions of Account Balances of \$1,000 or less with no account activity within the last three years. For purposes of this provision, contributions to or distributions from a Participant's Plan Account will constitute account activity. The Plan Administrator will notify all such Participants in writing requesting their option for distribution. The Participant may elect a direct rollover to an eligible retirement plan specified by the Participant or receive the distribution in a lump sum payment. If the Participant does not respond with an election, then the Administrator will pay the distribution in a lump sum to the Participant at the Participant's last known mailing address.
- (c) Involuntary Lump Sum Distribution If the value of the Participant's Account does not exceed \$200 (at the time of distribution), and there have been no contributions to a Participant's Plan Account in the last three years, the Plan Administrator may distribute the Participant's Plan Account in a lump sum payable after the Participant's Severance from Employment date. Such payment will be made to the Participant's last known mailing address.

5.07 In-Service Distributions

- (a) Voluntary In-Service Distribution of De Minimis A Participant who is an active Employee may elect to receive a distribution of the total amount payable to the Participant under the Plan if the following requirements are met:
 - (1) The portion of the total amount payable to the Participant under the Plan does not exceed \$5,000;
 - (2) The Participant has not previously received an in-service distribution of the total amount payable to the Participant under the Plan; and

- (3) No amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution.
- (b) FICA Replacement Participants in a plan that is a retirement system providing FICA replacement retirement benefits pursuant to regulations under Code § 3121(b)(7)(F) are not eligible for in-service de minimis distributions.
- (c) Age 70 ½ In-Service Distribution A Participant who is an active Employee may elect to receive distributions pursuant to section 5.07 after their age has exceeded age 70½ or deferrals to the plan have ceased, whichever is later. Once the Participant commences in-service distributions(s) under this section 5.07(c), future deferrals to the Plan may not resume.

5.08 Unforeseeable Emergency Distributions

- (a) Distribution If the Participant or the Participant's Beneficiary has an unforeseeable emergency before retirement or other Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or the maximum amount determined by the Administrator to be permitted to be distributed under this section 5.08, whichever is less.
- (b) Unforeseeable emergency defined An unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from:
 - (1) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Code § 152(a));
 - (2) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);
 - (3) the need to pay for the funeral expenses of the Participant's Beneficiary or the Participant's or Beneficiary's spouse or dependent (as defined in Code § 152(a));
 - (4) or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency.

Except as otherwise specifically provided in this section 5.08, neither the purchase of a home, payment of income taxes, interest or penalties, unpaid utility bills, nor the payment of tuition is an unforeseeable emergency.

- (c) Unforeseeable emergency distribution standard A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's or the Beneficiary's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.
- (d) Distribution necessary to satisfy emergency need Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).
- (e) Documentation necessary to establish emergency need The Administrator shall have the right to request and review all pertinent information necessary to assure that unforeseeable emergency withdrawal requests are consistent with the provisions of Code § 457(b).
- (f) Unforeseeable emergency distribution appeal After a second unfavorable decision, a Participant may appeal the decision within thirty (30) calendar days to the Administrator. The Participant shall provide the appeal in writing with any supporting documentation relevant for the appeal. The Administrator shall provide final outcome of the appeal within ten business days. Once the appeal has been reviewed and a determination has been made, that decision is final and will not be subject to further appeal.
- (g) The Employer or Administrator may suspend the Participant's deferral election during the pendency of the Participant's request for an unforeseeable emergency distribution.

5.09 Death Benefit Distributions In the event of the death of any Participant, either before or after Severance from Employment, the full amounts credited to the Participant's Account, less any federal or state income tax required to be withheld, shall be distributed to the Participant's Beneficiary or Beneficiaries at the time and in the manner designated by the Participant in their written designation of Beneficiary or Beneficiaries. If the Participant has made no election of the time or form of distribution as to a Beneficiary, such Beneficiary shall, within a reasonable period of time after the date of the Participant's death, designate the time and manner of distribution to himself or herself, provided however, that payments to the Beneficiary shall not commence until after the close of such period. Choices of form of distribution of benefits shall be as provided in section 5.03(a); provided, however that:

- (a) If distribution begins before the death of the Participant, the manner of distribution to the Beneficiary must be at least as rapid as the method of distribution being used as of the date of the Participant's death; or

- (b) If distribution has not begun before the death of the Participant, then the Participant's Account shall be paid to the Participant's Beneficiary by December 31 of the calendar year which contains the fifth anniversary of Participant's death, or if the designated Beneficiary so elects, over a period not to exceed the remaining life expectancy of the Beneficiary so long as such distribution begins by December 31 of the calendar year which contains the first anniversary of the Participant's death. If the Beneficiary is the surviving spouse of the Participant, the date distributions are required to begin shall not be earlier than the date the Participant would have obtained age 70 $\frac{1}{2}$, and if the surviving spouse dies before distribution begins, distribution will be made under this subsection (b) as if the surviving spouse were the Participant.
- (c) Beneficiary Election of Five-Year Rule Where Death Occurs Prior to the Participant's Required Beginning Date. The Participant's designated Beneficiary is deemed to have elected the five-year rule if distributions have not begun by December 31 of the calendar year in which distributions would be required to begin under subsection 5.09(b). If the Participant has no designated Beneficiary, as defined under Code § 401(a)(9) and Treas. Reg. § 1.401(a)(9)-4, or if the designated Beneficiary does not timely begin distributions, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

5.10 Eligible Rollover Distributions

- (a) General Notwithstanding any provision of the Plan to the contrary that would otherwise limit an election under this section, a Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the Alternate Payee under a qualified domestic relations order as defined in Code § 414(p)) (herein collectively called "distributee") may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan in a direct rollover or an in-plan Roth direct rollover.

A non-spousal beneficiary may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an inherited individual retirement account, as described in Code § 402(c)(11).

- (b) Definitions For purposes of this section, the following definitions shall apply.
 - (1) Eligible Rollover Distribution An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee or the non-spousal beneficiary, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any

distribution to the extent such distribution is required under Code § 401(a)(9); any deemed distribution under the provisions of Code § 72(p); the portion of any distribution that is not includable in gross income; any distribution of excess deferrals; and any distribution on account of an unforeseeable emergency.

- (2) Eligible Retirement Plan An eligible retirement plan is an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), a SIMPLE individual retirement account described in Code § 408(p) which meets the two-year requirement, an annuity plan described in Code § 403(a) that accepts the distributee's eligible rollover distribution, a qualified trust described in Code § 401(a) (including § 401(k)) that accepts the distributee's eligible rollover distribution, a tax sheltered annuity described in Code § 403(b) that accepts the distributee's eligible rollover distribution, or another eligible deferred compensation plan described in Code § 457(b) that accepts the distributee's eligible rollover distribution or to the inherited individual retirement account specified by the non-spousal beneficiary.
- (3) Distributee A distributee includes an Employee or former Employee, the Employee's or former Employee's Beneficiary or surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in Code § 414(p), are distributees with regard to the interest of the spouse or former spouse.
- (4) Direct Rollover A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

- 5.11 Elections under this section shall be made in such form and manner as the Administrator may specify from time to time.
- 5.12 Practices and Procedures. The Administrator may establish policies and procedures applicable to existing and new distribution elections.
- 5.13 Taxation of Distributions To the extent required by law, income and other taxes shall be withheld from each benefit payment and payments shall be reported to the appropriate government agency or agencies.
- 5.14 Public Safety Officer Insurance Premium Withholding To comply with the Pension Protection Act of 2006 and Code § 402(l), the Administrator may make available to eligible retired and public safety officers the ability to withhold and pay certain qualified insurance premiums from the Plan. A public safety officer is defined by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3796b(9)(A)). Generally, public safety officer refers to anyone who is employed by the Employer to perform law enforcement or firefighter duties. Qualified insurance premiums include health, dental or long-term care insurance coverage for the Participant, their spouse, and legal dependents.

Neither the Employer, Administrator, Custodian, nor any agent of the Plan is responsible for late premium payments, lapsed insurance policy coverage, or any other benefit issue that may arise between the participant and the insurance provider. Participants who elect to participate in this premium withholding program release the Employer, Administrator, Custodian and all agents of the Plan from any and all liability for income taxation including, but not limited to, penalties and interest, arising from the payment of qualified insurance premiums under the Plan.

- 5.15 Beneficiary Interest Disclaimer Under Code § 2518, a person may execute a qualified disclaimer of their beneficiary interest in an account in which they are the primary Beneficiary if they do so in writing within nine months of the death of the Participant. The Beneficiary must disclaim their entire interest; they cannot disclaim a designated dollar amount or percentage. The disclaimer may not direct to whom payment is to be made. The interest will pass to any contingent Beneficiary(ies), or if none, to the Participant's spouse, or if none, to the Participant's estate.

VI. ROLLOVERS AND TRANSFERS

6.01 Eligible Rollover Contributions to Plan

- (a) A Participant, who is entitled to receive an eligible rollover distribution from another eligible retirement plan, may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code § 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code § 402(c)(8)(B).
- (b) In Plan Roth Rollover A Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid to the Plan in an in-plan Roth rollover to the Participant's Account. The amount rolled over in an in-plan Roth direct rollover continues to be taken into consideration for mandatory distributions.
- (c) For purposes of section 6.01(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) any deemed distribution under the provisions of Code § 72(p), (4) the portion of any distribution that is not includable in gross income, (5) any distribution of excess deferrals or (6) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code § 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Code § 408(a), an individual retirement annuity described in Code § 408(b), a qualified trust described in Code § 401(a), an annuity plan described in Code §§ 403(a) or (b), or an eligible

governmental plan described in Code § 457(b), that accepts the eligible rollover distribution.

- (d) A Participant may contribute to the Plan in cash as a rollover contribution a qualified rollover amount from a qualified plan under Code § 401(a), an individual retirement account or annuity, a deferred compensation Plan under Code § 457, or a tax-sheltered annuity under Code § 403(b), provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code and the applicable Treasury regulations promulgated thereunder.
 - (1) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution or designated Roth contributions paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code § 457(b).
 - (2) In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution or any designated Roth contributions paid to the Plan from any eligible retirement plan that is an eligible governmental plan under Code § 457(b).
- (e) Notwithstanding the above, the Plan will accept a rollover contribution from another Roth Account under an applicable retirement plan described in Code § 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code § 402(c) and Treas. Reg. § 1.402A-2. The retirement plan's administrator or other responsible party must provide the Plan with a statement indicating the first year of the five-taxable-year period and the portion of the rollover distribution that is attributable to the investment in the contract under Code § 72 or a statement that the distribution is a qualified distribution.

6.02 Direct Transfers Among Plans of the Same Employer A transfer from this Plan to another eligible governmental plan as the same Employer and a transfer to this Plan from another eligible governmental plan of the same Employer is permitted under the following conditions:

- (a) The transfer is from an eligible governmental plan to another eligible governmental plan of the same employer (and, for this purpose, the employer is not treated as the same employer if the participant's compensation is paid by a different entity);
- (b) The transferor plan provides for transfers;
- (c) The receiving plan provides for the receipt of transfers;
- (d) The Participant or Beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer;

- (e) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the Participant or Beneficiary is performing services for the entity maintaining the receiving plan, and
- (f) The amount so transferred shall be credited to the Participant's Account as pre-tax deferral or a designated Roth contribution and shall be held, accounted for, administered and otherwise treated in the same manner as the Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Article III.

6.03 Plan-to-Plan Transfers from the Plan to the Plan of Another Employer

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account transferred to another eligible governmental plan within the meaning of Code § 457(b) and Treas. Reg. § 1.457-2(f). A transfer is permitted under this section 6.03(a) for the Participant only if the Participant has had a Severance from Employment with the Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this section 6.03(a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers only with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) Upon the transfer of assets under this section 6.03, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this section 6.03 (for example to confirm that the receiving plan is an eligible governmental plan under section 6.03(a) and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.457-10(b).

6.04 Plan-to-Plan Transfers to the Plan. The Administrator may permit a class of Participants who are participants in another eligible governmental plan under Code § 457(b) to transfer assets to the Plan as provided in the section. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code § 457(e)(10) and Treas. Reg. § 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treas. Reg. § 1.457-2(f). In general, the Administrator will permit the transfer of a Participant's accounts both to and from this Plan to accounts established for the

Participant under the State Plan and the Firefighters' Plan, upon direction from the Participant in a form acceptable by the Administrator.

6.05 Permissive Service Credit Transfers

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this section 6.05(a) may be made before the Participant has had a Severance from Employment.
- (b) A transfer may be made under section 6.05(a) if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3), or as otherwise allowed by the Internal Revenue Service.

VII. INVESTMENTS

- 7.01 Investment Options The Committee shall have the sole discretion to select one or more investment options to be offered under the Plan. It shall be the sole responsibility of the Committee to ensure that all investment options offered under the Plan are appropriate and in compliance with any and all state laws pertaining to such investments.

Furthermore, the assets in the Plan may be commingled in a Group Trust in accordance with Revenue Ruling 2011-1, as modified and amended.

For the avoidance of doubt, this Article VII governs solely the investment of accounts established and offered under this Plan; the investment of accounts established and offered under the Firefighters' Plan or the State Plan will be governed by the governing instruments of those plans, and not this Plan.

- 7.02 Participant Investment Direction Participants shall have the option to direct the investment of their Account(s) from among the investment options offered by the Plan. The Participant's right to transfer among or out of any such investment options, shall be subject to any timing or other restrictions imposed upon Participants by the providers of the investment options chosen by the Participant, including, but not limited to market-timing restrictions, excessive trading restrictions and redemption fees. The Trustee or Custodian, as applicable, shall hold title to such investment options. A Participant's right to direct the investment of Account balances shall apply only to making selections among the options made available under the Plan and only to the extent specified by the Administrator pursuant to uniform rules. The terms of this paragraph, including any trading restrictions or fees, shall also apply to Beneficiary and Alternate Payee accounts.

- (a) Each Participant shall designate on the form prescribed by the Administrator one or more investment options in which they wish to have their Account invested and may change such investment directions in accordance with and at the time or times specified under uniform rules established by the Administrator or the investment provider, as applicable. The Participant's Account shall be debited or credited as appropriate to reflect all gains or losses on such investments. A Participant has the right to direct the investments of their Account. If a Participant does not provide such direction, the Participant's Account shall be invested in the default investment option selected by the Administrator.
- (b) Neither the Administrator, the Trustee, the Custodian, the Committee, nor any other person shall be liable for any loss incurred by virtue of following the Participant's directions or by reason of any reasonable administrative delay in implementing such directions.
- (c) The Committee may from time to time change the investment options made available under the Plan pursuant to uniform rules established by the Administrator. If an investment option is eliminated, all Participants who chose that investment option shall have money remaining in the eliminated investment option on the elimination date reinvested in the replacement investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Administrator, however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

7.03 Participant Accounts The Administrator shall maintain or cause to be maintained one or more individual accounts for each Participant. Such accounts shall include separate accounts, as necessary, for Code § 457(b) Deferred Compensation, Code § 457(b) rollovers, IRA rollovers, other qualified plan and Code § 403(b) plan rollovers, and such other accounts as may be appropriate from time-to-time for plan administration. At regular intervals established by the Administrator, each Participant's account(s) shall be credited with the amount of any Deferred Compensation paid into the Trust; debited with any applicable administrative or investment expense, including, but not limited to, fees charged to Participants, allocated on a reasonable and consistent basis; credited or debited with investment gain or loss, as appropriate; and debited with the amount of any distribution. Each Participant shall be notified in writing (including by means of electronic medium such as email) of the balance in their Account at least once a year.

VIII. ADMINISTRATION

8.02 Duties of Administrator Duties of the Administrator include:

- (a) Directing the custodian with respect to payments from the Plan assets held in Trust;

- (b) Communicating with Participants regarding their participation and benefits under the plan, including the administration of all claim procedures;
- (c) Filing any returns and reports with the Internal Revenue Service or any other governmental agency;
- (d) Reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Administrator;
- (e) Construing and resolving any question of Plan interpretations. The Administrator's interpretation of Plan provisions including eligibility and benefits under the Plan is final.

8.03 Administrative Fees and Expenses The Administrator has authority to establish the allocation of administrative costs of the Plan to Participants. Reasonable costs, changes and expenses incurred by the Administrator in connection with plan administration shall be paid from Plan assets.

8.04 Actions of Administrator Every action taken by the Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him, her or it. The Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interest, unless the contrary be proven by affirmative evidence. The Administrator shall not be liable for amounts of Compensation deferred by Participants or for other amounts payable under the Plan.

8.05 Delegation Subject to any applicable laws and any approvals required by the Employer, the Administrator may delegate any or all powers and duties to another person, persons, or entity, and may pay reasonable compensations for delegated services/tasks.

8.06 Investment and Service Providers Any company that issues policies, contracts, or investment media to the Plan or a Participant is not a party to this Plan and such company shall have no responsibility, accountability, or liability to the Plan, Administrator, any Participant, or any Beneficiary with regard to the operation or adequacy of this Plan.

IX. LEAVE OF ABSENCE

9.01 Leave of Absence If a Participant is on an approved leave of absence from the Employer, it does not constitute a Severance from Employment, therefore, said Participant's participation in the Plan may continue. Upon termination of an unpaid leave of absence and return to active status, the Participant may enter into a new Participation Agreement to be effective when permitted by section 2.08.

In the event that such leave of absence becomes a Severance from Employment, said Participant shall have separated from service with the Employer for purposes of this Plan.

- 9.02 Military Leave Benefits Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code § 414(u). Effective for years beginning after December 31, 2008, the Plan shall not be treated as failing to meet the requirements of any provision described in Code § 414(u)(1)(C) by reason of any contribution or benefit which is based on a differential wage payment (as described in Code § 3401(h)(2).) The preceding sentence shall apply only if all Employees who are performing service in the uniformed services (as described in Code § 3401(h)(2)(A)) are entitled to receive differential wage payments on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§ 410(b)(3), (4), and (5)).

If a Participant dies while performing qualified military service on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed employment and then experienced a Termination of Employment on account of death.

X AMENDMENT OR TERMINATION OF PLAN

- 10.01 Termination The Plan is authorized by RCW 41.40.770(3) and governed by Code § 457(b). The Plan may be terminated in order to comply with Washington Statute, the Spokane Municipal Code, the Internal Revenue Code, or applicable final federal regulations.
- 10.02 Amendment The City Administrator may amend the provisions of this Plan at any time; provided, however, that no amendment shall affect the amount of benefits which at the time of such amendment shall have accrued for Participants or Beneficiaries, to the extent of Compensation deferred before the time of the amendment and income thereon accrued to the date of the amendment, calculated in accordance with section 7.03 and the terms and conditions of the investment options hereunder; and provided further, that no amendment shall affect the duties and responsibilities of the Custodian unless approved by the Custodian.

To the extent permitted by applicable law, the Administrator has the authority to adopt policies or procedures from time to time as may be necessary or desirable to conform Plan provisions to, or to elaborate Plan provisions in light of, technical amendments to the Code, Treasury regulations or other guidance issued under the Code, and such rules, regulations or procedures are hereby ratified by the Employer as having the force and effect of Plan amendments.

- 10.03 Copies of Amendments The Administrator shall, upon request, provide a copy of any Plan amendment to the Custodian, the Recordkeeper, and to the issuers of any investment options selected pursuant to section 7.01.

XI. TAX TREATMENT OF AMOUNTS CONTRIBUTED

It is intended that pursuant to Code § 457(b), the Amount Deferred shall not be considered current compensation for purposes of federal income taxation except to the extent that the amount deferred is Designated Roth Contributions. This rule shall also apply to state income taxation unless applicable state laws provide otherwise. Such amounts shall, however, be included as compensation to the extent required under the Federal Insurance Contributions Act (FICA). Payments under this Plan shall supplement retirement and death benefits payable under the Employer's group insurance and retirement plans, if any.

XII. MISCELLANEOUS

- 12.01 Non-Assignability Pursuant to applicable Washington law, and except as provided in sections 12.02 and 12.03, the interests of each Participant or Beneficiary under the plan are not subject to the claims of the Participant's or Beneficiary's creditors, and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.
- 12.02 Plan Approved Domestic Relations Order Domestic relations orders approved by the Administrator shall be administered as follows.
- (a) Notwithstanding section 12.01, if a final judgment, decree, or order (including approval of a property settlement) that is related to the marital property rights of a spouse or former spouse (herein called an Alternate Payee) is made pursuant to the domestic relations law of any State and meets the requirements of Code § 414(p), then such order shall be referred to as a Plan approved domestic relations order (domestic relations order). If a domestic relations order is duly filed upon the Administrator, then the amount of the Participant's Account Balance shall be set aside in a separate account for Alternate Payee(s) as elected by the Alternate Payee. Payments to the Alternate Payee shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan; however, a required minimum distribution to the Alternate Payee(s) must commence once the original participant reaches age 70 ¹/₂ or has a Severance from Employment, whichever is later (see section 5.03(a)). The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order and may charge the Participant and Alternate Payee a fee as established from time to time.

- (b) Where necessary to carry out the terms of such a domestic relations order, a separate account shall be established with respect to the Alternate Payee(s) and such persons shall be entitled to make investment selections with respect thereto in the same manner as the Participant, except to the extent restricted by the Administrator or a specific investment option under the Plan. All costs and charges incurred in carrying out the investment selection shall be deducted from the account created for the Alternate Payee making the investment selection. The Alternate Payee may select from among the forms of payment available to Participants except a joint and survivor annuity naming the Alternate Payee and a subsequent spouse. Withholding and income tax reporting shall be done with respect to the Alternate Payee under the terms of the Code as amended from time to time.
- (c) The Administrator's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a former spouse pursuant to this section. No amount shall be paid or set aside unless the Administrator has been provided with satisfactory evidence releasing them from any further claim by the Participant with respect to these amounts. The Participant shall be deemed to have released the Administrator from any claim with respect to such amounts in any case in which the Administrator has been notified of or otherwise joined in a proceeding relating to a domestic relations order which sets aside a portion of the Participant's account for former spouse and the Participant fails to obtain an order of the court in the proceeding relieving the Administrator from the Obligation to comply with the domestic relations order.
- (d) The Administrator shall not be obligated to comply with any judgment, decree or order that attempts to require the Plan to violate any Plan provision or any provision of Code § 457(b). The Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described herein or any legal order relating to the division of a Participant's benefits under the Plan unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Administrator to incur such expense, the amount of the expense may be charged against the Participant's account and thereby reduce the Administrator's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, the Administrator shall be authorized to disclose information relating to Participant's individual account to the Participant's spouse or former spouse (including the legal representatives of the spouse or former spouse), or to a court.

12.03 IRS Levy Notwithstanding section 12.01, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.04 Mistaken Contributions If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the

contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contributions (adjusted for any income, or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, shall be credited to the Employer's current contributions.

12.05 Account Corrections It shall be the Participant's obligation to review all confirmation statements and quarterly statements for discrepancies or errors. Account corrections will be made only for errors which are communicated by the Participant to the Administrator within sixty (60) calendar days of the last quarter end. After this 60 days, account information shall be deemed accurate and acceptable. If the Participant notifies the Administrator after this 60 day period, the correction will only be made from the date of notification forward and not on a retroactive basis.

12.06 Payments to Minors and Incompetents To the extent the Administrator determines that the following procedure meets applicable state or local law, if a Participant or Beneficiary entitled to receive any benefits hereunder is a minor the Administrator will require that a guardian/custodian for the financial estate of the minor be appointed by the court prior to the payment of any benefits. If the Beneficiary is a person determined under law to be incompetent or incapacitated, distribution will be made to the guardian or custodian appointed by a court of competent jurisdiction.

Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

12.07 Procedure When Distributee Cannot be Located The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt includes providing notice through certified mail to the last known mailing address, a review of plan and employment records and other publicly available records, attempted contact to a designated Plan Beneficiary, and a reasonable use of either a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person.

12.09 Advisory Services The Administrator may choose to make available investment advisory services to Plan Participants. Investment advisory services shall be provided by an independent, federally registered investment advisory firm that has entered into a separate written agreement with the Administrator. The advisory provider may offer investment guidance, investment advice, and/or advisory managed account services. These services are optional to Plan Participants and are subject to additional account fees.

XIII. DISCLAIMER

The Employer and the Administrator make no endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary, or any other

person with respect to (a) the financial soundness, investment performance, fitness or suitability (for meeting a Participant's objectives, future obligations under the Plan, or any other purpose) of any investment option offered pursuant to section 7.01 or any investment vehicle in which amounts deferred under the Plan are actually invested, or (b) the tax consequences of the Plan to any Participant, Beneficiary or any other person.

XIV. INTERPRETATION

- 14.01 Governing Law This Plan shall be construed under the laws of the State of Washington, without regarding to conflicts of laws principles.
- 14.02 Code Section 457(b) This Plan is intended to be an eligible governmental deferred compensation plan within the meaning of Code § 457(b) and a deferred compensation plan within the meaning of RCW 41.50.770(3), and shall be interpreted so as to be consistent with such sections and all Treasury regulations promulgated thereunder.
- 14.03 Word Usage Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other genders where appropriate.
- 14.04 Headings The headings of sections or other subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan, the text shall control.
- 14.05 Limitation on Rights Neither the establishment or maintenance of the Plan, any amendment thereof, nor any act or omission under the Plan (or resulting from the operation of the Plan, shall be construed as:
- (a) conferring upon any Participant, Beneficiary, or any other person a right or claim against the Plan, Administrator, or any Employer, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;
 - (b) creating any responsibility or liability of an Employer for the validity or effect of the Plan;
 - (c) a contract, including an employment agreement between an Employer and any Participant or other person;
 - (d) being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever, the rights or obligations of an Employer, any Participant, or other person to continue or terminate the employment relationship at any time; or
 - (e) giving any Participant the right to be retained in the service of an Employer or to interfere with the right of an Employer to discharge any Participant or other person at any time.
- 14.06 Entire Plan This Plan document, the documents incorporated by reference herein, and any properly adopted amendment to the Plan shall constitute the only legally governing

documents for the Plan. All statements made by the Employer or the Administrator shall be deemed representations and not warranties. No such statements shall void or reduce coverage under the Plan or be used in defense to a claim unless in writing signed by the Administrator.

EXECUTION BY CITY ADMINISTRATOR:

The undersigned, pursuant to proper authority granted by the City Council of the City of Spokane, hereby executes this Plan document on this _____ day of _____, 2019, to be effective as of the Effective Date set forth above.

By: _____
Theresa Sanders

Its: City Administrator _____

041347.000001.38083623.3

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

08/12/2019

Date Rec'd

7/17/2019

Clerk's File #

RES 2019-0065

Renews #

Submitting Dept

RETIREMENT

Cross Ref #

Contact Name/Phone

PHILLIP 6336

Project #

Contact E-Mail

PTENCICK@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

6100 RETIREMENT CONTRIBUTION CHANGE

Agenda Wording

Approve a resolution to adopt the change in the Spokane Employees' Retirement System (SERS) contributions from 9.25% to 9.75%, in accordance with Spokane Municipal Code 4.14.070

Summary (Background)

The SERS Board met on April 24, 2019 and voted to approve the change in SERS contribution rates from 9.25% of eligible compensation for both the employee and the City of Spokane (18.5% total) to 9.75% of eligible compensation for both the employee and the City of Spokane (19.50%) as negotiated with bargaining units, effective pay period beginning December 15, 2019. This change has been included in the 2020 budget.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TENCICK, PHILLIP

Study SessionDivision DirectorOtherFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

cshisler@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rorr@spokanecity.org

Additional Approvals

dleonardchaffin@spokanecity.org

Purchasing

shuff@spokanepfd.org

aperez@spokanepfd.org

jtower@srec911.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

\$1,095,200.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2019-0065

A Resolution approving the Spokane Employees' Retirement System (SERS) Board's change in the employee and employer contribution rates in accordance with Spokane Municipal Code 4.14.070

WHEREAS, SERS contribution rates are negotiated items that are agreed upon by the City of Spokane and the various bargaining units representing employee members, and

WHEREAS, SERS contribution rates are to be reviewed and adjusted annually to meet the Actuarially Determined Contribution Rate, and

WHEREAS, the Actuarially Determined Contribution (ADC) Rate was determined to be of 19.31%, as calculated by the Plan's actuary as of December 31, 2018, which will continue to improve the Plan's fiduciary position, and

WHEREAS, contributions will be increased from 9.25% of eligible compensation for both the employee and City of Spokane (18.50% total) to 9.75% of eligible compensation for both the employee and City of Spokane (19.50% total), and

WHEREAS, the SERS Board has a fiduciary duty to assure the health of the Fund, and

WHEREAS, the SERS Board met on April 24, 2019 and voted to approve the increased contribution rates, and

WHEREAS, the increased contributions will increase the City of Spokane's personnel costs by approximately \$535,000 per year, with an equivalent increase in pre-tax income for employees, and

WHEREAS, the increased contributions are included in the budgets submitted by the City of Spokane and SERS, and

WHEREAS, the increased contribution rates will take effect with the pay period beginning December 15, 2019, with the first contributions paid from the payday on January 3, 2020, and

WHEREAS, SMC 4.14.070 allows the Board to change the contribution rates with the approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the increase of the contribution rate from 9.25% to 9.75% of eligible compensation for both SERS participants and the City of Spokane.

Passed by the City Council this _____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

08/12/2019

<u>Date Rec'd</u>	7/23/2019
<u>Clerk's File #</u>	RES 2019-0066
<u>Renews #</u>	

Submitting Dept	RETIREMENT	Cross Ref #	
Contact Name/Phone	PHILLIP 6336	Project #	
Contact E-Mail	PTENCICK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	6100 RETIREMENT LOCAL 29 DC COMMITTEE CHARTER		

Agenda Wording

A resolution adopting the establishment of the Local 29 Deferred Compensation Plan Committee.

Summary (Background)

The City sponsors deferred compensation plans for its employees. Local 29 members are allow to participate in a plan separate from the 457 plan available to all City employees. Therefore, a charter and committee have been created for this separate plan.

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

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

Approvals	Council Notifications
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<u>Dept Head</u>	TENCICK, PHILLIP	<u>Study Session</u>	5/20/2019
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<u>Division Director</u>		<u>Other</u>	
--------------------------	--	--------------	--

<u>Finance</u>	HUGHES, MICHELLE	Distribution List
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<u>Legal</u>	PICCOLO, MIKE	msteinfo@spokanecity.org
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<u>For the Mayor</u>	ORMSBY, MICHAEL	pdalton@spokanecity.org
----------------------	-----------------	-------------------------

Additional Approvals	presidentiaffl29@gmail.com
----------------------	----------------------------

<u>Purchasing</u>	cshisler@spokanecity.org
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Council)

Summary (Background)

\$1,095,200.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2019-0066

A RESOLUTION adopting the Charter of the Local 29 Deferred Compensation Plan Committee.

WHEREAS, the City has, for many years, sponsored for its employees deferred compensation plans authorized by Sections 457(b) of the Internal Revenue Code, and

WHEREAS, the City is required to ensure that the deferred compensation program serves the best interests of the plan participants, and

WHEREAS, the plan documents governing the 457 plans allow members of Local 29 to participate in a plan separate from the 457 plan available to all City employees, and

WHEREAS, an ad hoc committee has been meeting on a regular basis for to evaluate and monitor the Local 29 Plan, and

WHEREAS, the ad hoc committee has created a Charter which sets out the membership and duties of the Local 29 Deferred Compensation Plan Committee, and

WHEREAS, the City Council wishes to formally adopt the Charter which is attached to this Resolution,

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

CHARTER OF THE LOCAL 29 DEFERRED COMPENSATION PLAN COMMITTEE OF THE CITY OF SPOKANE

Article I: Purpose

This document sets forth the responsibilities and obligations of the Deferred Compensation Committee (the "Committee") of the City of Spokane. The Committee is charged under these bylaws with the administration and oversight of Local 29's 457 (b) Deferred Compensation Plan. .

Article II: Roles and Responsibilities

The Committee has been delegated the responsibility and authority for administering the Plan in accordance with the terms as outlined in the respective Plan Document.

Committee responsibilities include:

1. Establishing the programs to provide to Local 29 members only.
2. Selecting and monitoring third party service providers to administer the programs.
3. Annual review of the Investment Policy Statement, including an assessment of the investment fund lineup;
4. Selection of investments options, monitoring of the performance of investment options; and termination of investment options offered;
5. Reviewing amendments to the Plan;
6. Maintaining all necessary records for the administration of the Plan.
7. Authorizing all disbursements from the plans.
8. Interpreting the provisions of the plans and publication of such rules and regulations as are deemed necessary and not inconsistent with the terms hereof or of the plans.

Article III: Membership

The Committee will be comprised of nine voting members as follows:

1. The Retirement Department Director or departmental representative;
2. The Finance Department Director or departmental representative;
3. The Human Resources Department Director or departmental representative;
4. The Legal Department Director or departmental representative;
5. Four members representing Local 29.
6. The ninth member will be an independent Committee member who is not a City employee and is a member of the community. The other Committee members will select this ninth member by formal vote, and this member will serve a three-year renewable term.

Appointment, Term and Removal: The four members from Local 29 shall be appointed by Local 29. Each Committee member shall serve an indefinite appointment.

Chairperson: The Committee shall elect a Chairperson. The Chairperson is authorized to execute any document(s) related to the Plan with the approval of the Committee.

Subcommittees: The Committee may form subcommittees and/or advisory committees to review and research particular matters and make recommendations to the Committee.

Article IV: Meetings and Committee Actions:

Meetings: The Committee shall meet a minimum of two times per year, or more frequently as necessary to carry out the duties of the Plan. The Committee Chairperson, in consultation with the Committee, shall determine the time and place of all meetings.

Quorum and Voting: A quorum consists of a simple majority (five Committee members) of the nine voting members of the Committee given that at least two members from Local 29 and two Director of departmental representatives are present. With respect to any matter brought to the Committee for a vote, each voting member shall be entitled to one vote and a quorum is required to take any formal action. An affirmative vote by a simple majority of the members who are present is required to approve a resolution or a motion. A tie vote will fail to carry a resolution or a motion. In order to vote, a member must be present; however a member may participate (be considered present) in the meeting and vote by teleconference or videoconference. The Committee may, as an alternative, authorize written or electronic voting.

Agendas: The Committee Chairperson develops the meeting agendas. Committee members may add items by communicating with the Chairperson, or designee.

Minutes: The Committee will maintain written minutes of its meetings, which will be kept on kept on file with the Chairperson. The Committee Chairperson, or designee, shall prepare and distribute agendas for the Committee and distribute minutes and other official documents of the Committee.

Attendance Requirements: If a member misses two consecutive committee meetings, that member's appointment to the Committee may be forfeited at the sole discretion of a majority of the Committee. If the forfeiting member represented a City Department, a replacement member may be appointed by the City Administrator to fill the position vacated.

Allocation and Delegation of Responsibility: The Committee may allocate responsibilities among Committee members and may delegate to persons other than Committee members the authority to carry out responsibilities under the Plan.

Article V: Expenditures and Expenses

Members will serve without compensation. The Committee approves expenditures to be paid from the Plan. Committee members may be reimbursed for all reasonable and proper expenses incurred in performing their duties as Committee members if authorized by the Committee. The work of the Committee will be as determined by the Committee, and all expenses of that work will be paid from the Plan.

Article VI: Amendment of Bylaws

Draft amendments to the bylaws must be prepared in writing and submitted to the Committee prior to discussion at a Committee meeting. The Committee may recommend an amendment to the bylaws by an affirmative vote of a quorum of the Committee. To be effective, the amendment must be approved and accepted by the City Administrator.

MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Spokane and Local 29, IAFF, have negotiated a Collective Bargaining Agreement that provides for an IRS Code Section 457 Deferred Compensation Plan, and

WHEREAS, the parties desire to create a Deferred Compensation Committee to administer and oversee the Plan, and

WHEREAS, the parties have conferred and mutually agree to the following Bylaws of the Deferred Compensation Committee:

City of Spokane

Deferred Compensation Committee

Bylaws

Article I: Purpose

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Dated this _____ day of August 2019.

Local 29:

City of Spokane:

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

08/12/2019

<u>Date Rec'd</u>	7/29/2019
<u>Clerk's File #</u>	RES 2019-0067
<u>Renews #</u>	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - APPROVING SPOKANE RIVERSIDE PARTNERS, LLC REIMBURSEMENT		

Agenda Wording

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND SPOKANE RIVERSIDE PARTNERS, LLC RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

Summary (Background)

City Council accepted the Project Review Committee's recommendation regarding Spokane Riverside Partners, LLC incentive application on July 15. The consent item was also at the August 12 Urban Experience Committee meeting. Staff prepared a development agreement with Spokane Riverside Partners, LLC, setting forth the terms and conditions for the \$106,865 incentive.

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

Expense	\$ 106,865	# 1920 30210 58700 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TRAUTMAN, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	Urban Experience
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List	
<u>Legal</u>	PICCOLO, MIKE	tstripes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	gcooley@spokanecity.org	
Additional Approvals		htrautman@spokanecity.org	
<u>Purchasing</u>		jrichman@spokanecity.org	
		korlob@spokanecity.org	
		tsanders@spokanecity.org	
		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

price. (East Central Neighborhood Council)

Summary (Background)

abandon removal of the sheets to avoid further damage to private property and utilities. The contractor has submitted a claim for the abandoned sheet pile shoring for approximately \$350,000 which was reviewed by Engineering Services who deemed the claim as valid. Therefore, it will be necessary to increase the administrative reserve an additional \$420,000.00 or 3% to complete the project and have sufficient reserve for any remaining issues that arise while completing the project.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing Paper

Urban Experience Committee

Division & Department:	Business & Neighborhood Services, Planning & Development
Subject:	Riverside Commons Project of Citywide Significance and future Development Agreement
Date:	8/12/2019
Contact (email & phone):	Teri Stripes, tstripes@spokanecity.org, X6597
City Council Sponsor:	Ben Stuckart
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	Urban Experience and Finance
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)	Aligns with the Strategic Plan by providing investment in a project of citywide significance.
Strategic Initiative:	Urban Experience – Projects of Citywide Significance Incentive
Deadline:	8/12/2019
Outcome: (deliverables, delivery duties, milestones to meet)	Provide strategic investment for eligible public improvement costs related to the redevelopment of the Riverside Commons Project in the Downtown Target Area.
<p>Background/History: Riverside Commons applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, Staff is recommend that the Project Review Committee recommend a financial incentive to be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02. Council will be asked to approve the Development Agreement following the Project Review Committee's recommendation of this incentive of \$106,865. The Committee's scoring and recommendation is within the allowable limits. Reasoning and reimbursement of the final incentive is clearly defined in the attached Staff Report and Development Agreement.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Staff has completed the Project Review Committee's review, scoring, and recommendation of incentive amount for the Development Agreement. Staff has prepared a Development Agreement for Council Approval with Spokane Riverside Partners LLC setting terms and conditions under which the incentive will be applied. The Project will cause both direct and indirect public benefits and can reasonably be expected to stimulate economic growth and create new jobs. The Project will provide increased sales and property tax revenues. Other indirect benefits of housing and retail sales in the surrounding area are anticipated The City's incentive will be applied on a reimbursement basis to only the eligible public realm improvements. 	
<p>Budget Impact:</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>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>	

Specify changes required:
Known challenges/barriers:

Riverside Commons

Projects of Citywide Significance

Staff Report and Recommendation

July 3, 2019



Staff

Teri Stripes
Planning Services
Economic Development Section

Applicant

Spokane Riverside Partners, LLC
225 W. Main Ave. #200
Spokane, WA 99201

Owner:
Spokane Riverside Partners, LLC
225 W. Main Ave. #200
Spokane, WA 99201

Introduction

The City of Spokane's Projects of Citywide Significance program is designed to help incent and encourage significant private development projects that add lasting value to the City and achieve measurable positive impacts by bringing new livable wage jobs, generating tax revenue, and advancing the community's visions. The program was created by Spokane City Council, Resolution 2015-0101 and follows the Projects of Citywide Significance Incentive Policy administrative procedures contained within City of Spokane Administrative Policy and Procedure, Admin 0650-16-02.

Project Description

The Riverside Commons project is a proposed redevelopment project in eastern downtown consisting of a six story mixed-use building with 104 residential units and 7,200SF +/- of restaurant/retail space. The project is described in the application and related attachments as a market rate project with amenities such as a restaurant, coffee shop, retail (7,200SF). At six stories, the Riverside Commons project will be taller than many of the buildings in the immediate vicinity and will provide opportunities for views in all directions. Due to its location within the downtown and the East Downtown Historic District, and because the development will require demolition of an existing structure, elements of the project will have to be reviewed by the Historic Landmarks Commission as well as the Design Review Board.

Location & Context

The Riverside Commons project will be developed on two parcels of 28,400 square feet (0.65 acre) parcel located at the northwest corner of Brown and Riverside. The parcels contain a non-historic (or contributing) low-rise building that was developed as a bank.

The project site and surrounding area are located in an area commonly referred to as the "East End" of downtown and is in the west end of the University District. Surrounding area includes the revitalized the East/West Main area, Community Building, Main Market and is considered on the route to the "Medical District" and onto the new Martin Luther King Jr Way into the University District.

The area is attracting increased interest and there have been a significant number of new investments, both public and private. The project will be served by STA's Central City Line, bus rapid transit improvements which will be completed in 2021. The Riverside Commons project will be one of the first ground-up mixed use residential buildings constructed in the area in many years and will be both a leader in and proof of concept for transit supported development along the CCL route through downtown Spokane.

Other Incentive Awards or Programs Available to the Project

The Riverside Commons Building, by virtue of its location in the Downtown Spokane Target Investment Area is eligible for and could receive City incentives in addition to the Projects of Citywide Incentive. The following provides a summary of these incentives which combined could total up to **\$1,370,238** of additional incentive benefit value. When known actual values (jobs, retail sales, utility use) are used.

However, because they are unknown at this time staff has used the best available information to estimate the value of the incentives to the project.

The additional incentives may include:

- Multifamily Tax Exemption (MFTE) –provides a property tax exemption for 8 or 12 years on new multifamily housing units. For a 104 unit project, the owner could realize a savings of approximately **\$1,200,000** over the 8 years the property is enrolled (using an assumed value of \$121,094 per dwelling unit – the actual value may be more or less as determined by the Spokane County Assessor and whether the project ultimately qualifies for the 8 or 12 year exemption.
- The General Facility Charge (GFC) Waivers - waives system development charges for new sewer and water connections –benefit value is dependent on size and number of new or upgraded connections. Example: Multi-family 6-inch water tap **\$18,108** plus sewer tap **\$35,265**;
- The Urban Utility Installation Program - provides up to **\$10,000** for water and/or sewer line upgrades associated with redevelopment of a vacant land.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

This category measures the project's contribution to City revenue and potential return on investment. To receive any points in this category, a project must generate a three-year total incremental revenue value of at least \$250,000. Projects with between \$250,000 and \$499,999 in three-year total incremental revenue receive 15 points. The three-year total incremental City revenue resulting from the project is estimated at \$468,649. Therefore, **15 points are awarded to the project in this category.**

Job Creation

Using industry standards, based upon the proposed use and size, staff has estimated that overall 36 jobs are likely to be provided. Seven of which will likely have salaries at or above living wage (>130% median per capita income evaluation criteria (Mean for Spokane: food service \$13.05/hr and Management \$49.67/hr). Resulting in **12 points being awarded in the Job Creation category.**

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- | | |
|--|----------|
| • Housing | 5 points |
| • Low Impact Development Standards | 5 points |
| • Mixed Income | 5 points |
| • Blight Removal | 5 points |
| • Neighborhood or Subarea improvements | 5 points |
| • Mixed Use development | 5 points |

Total Category Score:

30 points

Industry Cluster Advancement

The proposed use is not a part of an identified priority industry cluster. **The resulting category score is 0 points.**

Geographic Priority Areas

The project is located in the Downtown Target Incentive Area. **The resulting category score is 10 points.**

Special Considerations Bonus

None.

Total Project Matrix Score: 67 points.

Incentive Value Calculations

The project's total matrix score (67 points) and 3-year revenue return to the City (\$468,649) are used to calculate the incentive value for the project as shown in the Table I below. By scoring in the middle category (55 to 69 points) the project warrants a base incentive of **\$60,000** plus **10%** of the three-year revenue (\$46,865) for a total incentive value of **\$106,865**.

Table I. Matrix Score

Values-Based Score	67			
Revenue (3-Year)	\$ 468,649			
Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$93,730	\$193,730
70	\$80,000	15%	\$70,297	\$150,297
55	\$60,000	10%	\$46,865	\$106,865
40	\$40,000	5%	\$23,432	\$63,432
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant community and public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of \$106,865 towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy.

When considered with the other incentives or assistance, the project may have already received or could receive in the future including the 8 year MFTE exemption, GFC waivers and the Urban Utility Installation program incentives which have been estimated to provide a benefit value of up to \$1,263,373, the total incentive package for the project is estimated at **\$1,370,238**, which is equivalent to 5% of the \$30 million project construction cost.

Next Steps

This recommendation will be forwarded to the Project Review Committee who will review the recommendation and make a final determination of project score and level of financial partnership eligibility. Based on that determination, staff will brief City Council at an Urban Experience committee meeting and prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval by resolution and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Authority

**City of Spokane Administrative Policy and Procedure, Admin 0650-16-02
Projects of Citywide Significance Incentive Policy**

Section 5.0 Policy: Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use

of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

Procedure

6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

6.3 Evaluation of Qualified Projects: Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

6.4 Determination of Financial Incentive Value: The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

6.5 Development Agreement: Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

6.6 City Council Approval: The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Riverside Commons Building Project
PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 67

Incentive Value: \$106,865


Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

- ☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.
- ☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:

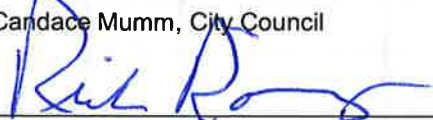
Project Review Committee Members:


Ben Stuckart, City Council President

7/15/19
Date:


Candace Mumm, City Council

7/15/19
Date:


Rick Romero, Office of the Mayor

7/15/19
Date:


Gavin Cooley, Chief Financial Officer

7/15/19
Date:





cc: Heather Trautman, Director, Planning
Applicant

Projects of Citywide Significance			
Financial Partnership Portfolio Evaluation	Points Possible		
		Score	
Project Based Incremental Revenue			
City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues			
Incremental Revenue:			
3 year total incremental revenue:			
Exceeds \$1 million - 30 points			
Between \$750,000 and \$999,999 - 25 points			
Between \$500,000 and \$749,999 - 20 points			
Between \$250,000 and \$499,999 - 15 points			
\$468,649			
Max group score possible	30		
Job Creation			
Number of new jobs			
Greater than 100 - 10 points			
75 to 99 - 8 points			
50 to 74 - 6 points			
25 to 49 - 4 points			
Thirty six positions			
1 to 24 - 2 points			
Living Wage Job creation Multiplier (>130%Median Per Capita Income)			
80% to 100% of new jobs - 6X			
60% to 79% of new jobs - 5X			
40% to 59% of new jobs - 4X			
20% to 39% of new jobs - 3X			
Seven positions			
10% to 19% of new jobs - 2X			
Less than 10% of new jobs - 1X			
Mean for Spokane: food service \$13.05/hr and Management \$49.67/hr			
Max group score possible	60		
Comp Plan, Design and the Environment			
Brownfield redevelopment - 5 points			
Innovative or exemplary site design - 5 points			
Design includes enhanced public amenities - 5 points			
Project Includes Neighborhood or Sub-Area Improvements - 5 points			
Incorporation of Low Impact Development standards - 5 points			
Incorporation of adopted green building standards - 5 points			
Transit Oriented Development - 5 points			
Mixed Use Development - 5 - Points			
Mixed Income Development - 5 points			
Historic Preservation - 5 points			
Adaptive reuse - 5 points			
Blight removal - 5 points			
Housing - 5 points			
Max group score possible	65		
Industry Cluster Advancement			
Manufacturing - 10 points			
Aerospace/Aviation - 10 points			
Technology (Biotech, medical, IT, etc) - 10 points			
Tourism - 10 points			
Max group score possible	10		
Geographic Priority Areas			
Located in a C&C or Downtown - 10 points			
Located in a target investment area - 10 points			
Infill location with existing infrastructure capacity - 10 points			
Max group score possible	10		
TOTAL SCORE POSSIBLE	175		
"Special Considerations" Bonus - 10 points			
(Can be added to total score when warranted in consideration of special public benefit factors not addressed above.)			
Per capita income \$27,682 est. \$13/hr. (ACS 2017)			
130% of per capita income is \$35,987 annually and approximately \$17.5/hour			

Riverside Commons CoS Map



Legend

-  City of Spokane Boundary
-  Primary
-  Secondary
-  Parcel
- Address Point**

City of Spokane GIS



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.

Parcel Information



Parcel Number: 35184.0917

Site Address: 214 W RIVERSIDE AVE

Data As Of: 5/9/2019

Parcel Image



Owner Name: STERLING SAVINGS ASSOCIATION
Address: 120 N WALL ST, SPOKANE, WA, 99201-0637

Taxpayer Name: STERLING SAVINGS ASSN BR 001
Address: 111 N WALL ST, SPOKANE, WA, 99201-0609

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	214 W RIVERSIDE AVE	SPOKANE	14200	Square Feet	General Office	2019	0010	Active

Assessor Description

HAVERMALE ADD L21-22 B5

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
61 Service - Finance 120	500700	AS700			Elizabeth	477-5916

Assessed Value

Tax Year	Taxable	Total Value	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2019	319,500	319,500	319,500	0	0	0
2018	319,500	319,500	319,500	0	0	0
2017	312,400	312,400	312,400	0	0	0
2016	312,400	312,400	312,400	0	0	0
2015	312,400	312,400	312,400	0	0	0

Characteristics

Land Number	Soil ID	Acreage	Sq Ft	Frontage	Depth	Lot(s)
1	CO17	0.33	14,200	0	142	0

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	parcel
12/30/1994	185,000.00	COMMERCIAL SALE		35184.0917

Property Taxes

Taxes are due April 30th and October 31st

Total Charges Owing: \$1,908.74

Tax Year	Charge Type	Annual Charges	Remaining Charges Owing
	Total Taxes for 2019	3,817.47	1,908.74
2019	A/V Property Tax	3,810.64	1,905.32
2019	Soil Conservation Principal CNSV1	5.03	2.52
2019	Weed Control Principal WCWEED1	1.80	0.90
	Total Taxes for 2018	4,441.68	0.00
2018	A/V Property Tax	4,434.85	0.00
2018	Soil Conservation Principal CNSV1	5.03	0.00
2018	Weed Control Principal WCWEED1	1.80	0.00
	Total Taxes for 2017	4,264.58	0.00
2017	A/V Property Tax	4,257.75	0.00
2017	Soil Conservation Principal CNSV1	5.03	0.00
2017	Weed Control Principal WCWEED1	1.80	0.00
	Total Taxes for 2016	4,358.53	0.00
2016	A/V Property Tax	4,351.70	0.00
2016	Soil Conservation Principal CNSV1	5.03	0.00
2016	Weed Control Principal WCWEED1	1.80	0.00

Tax Receipts

Tax Year	Receipt Number	Receipt Date	Receipt Amount
2019	7940389	04/26/2019	1,908.73
2018	7653756	10/19/2018	2,220.84
2018	7605220	05/02/2018	2,220.84
2017	7387417	10/30/2017	2,132.29
2017	7106838	04/19/2017	2,132.29
2016	6905902	10/13/2016	2,179.27
2016	6847947	05/02/2016	2,179.26

Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).

Parcel Information



Parcel Number: 35184.0918

Site Address: 206 W RIVERSIDE AVE

Data As Of: 5/9/2019

Parcel Image



Owner Name: STERLING SAVINGS ASSOCIATION
Address: 111 N WALL ST, SPOKANE, WA, 99201-0609

Taxpayer Name: STERLING SAVINGS ASSN BR 001
Address: 111 N WALL ST, SPOKANE, WA, 99201-0609

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	206 W RIVERSIDE AVE	SPOKANE	14200	Square Feet	General Office	2019	0014	Active

Assessor Description

HAVERMALE ADD L23-24 B5

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
61 Service - Finance	120	500700	AS700		Elizabeth	477-5916

Assessed Value

Tax Year	Taxable	Total Value	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2019	442,300	442,300	319,500	122,800	0	0
2018	436,100	436,100	319,500	116,600	0	0
2017	428,900	428,900	312,400	116,500	0	0
2016	420,600	420,600	312,400	108,200	0	0
2015	419,800	419,800	312,400	107,400	0	0

Characteristics

Commercial/ Structure	Appraiser	Year Built	Year Remodeled	Main Floor Size	Number of Floors
BANK	66	1994	0	1,045	1
Commercial Canopy	66	1994	0	2,760	
Commercial Canopy	66	1994	0	270	
Paving	66	1994	0	24,300	

Land Number	Soil ID	Acreage	Sq Ft	Frontage	Depth	Lot(s)
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Land Number	Soil ID	Acreage	Sq Ft	Frontage	Depth	Lot(s)
1	CO17	0.33	14,200	0	142	0

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	parcel
01/10/1995	190,000.00	COMMERCIAL SALE		35184.0918

Property Taxes

Taxes are due April 30th and October 31st

Total Charges Owing: \$2,641.04

Tax Year	Charge Type	Annual Charges	Remaining Charges Owing
	Total Taxes for 2019	5,282.08	2,641.04
2019	A/V Property Tax	5,275.25	2,637.63
2019	Soil Conservation Principal CNSV1	5.03	2.51
2019	Weed Control Principal WCWEED1	1.80	0.90
	Total Taxes for 2018	6,060.16	0.00
2018	A/V Property Tax	6,053.33	0.00
2018	Soil Conservation Principal CNSV1	5.03	0.00
2018	Weed Control Principal WCWEED1	1.80	0.00
	Total Taxes for 2017	5,852.38	0.00
2017	A/V Property Tax	5,845.55	0.00
2017	Soil Conservation Principal CNSV1	5.03	0.00
2017	Weed Control Principal WCWEED1	1.80	0.00
	Total Taxes for 2016	5,865.75	0.00
2016	A/V Property Tax	5,858.92	0.00
2016	Soil Conservation Principal CNSV1	5.03	0.00
2016	Weed Control Principal WCWEED1	1.80	0.00

Tax Receipts

Tax Year	Receipt Number	Receipt Date	Receipt Amount
2019	7940388	04/26/2019	2,641.04
2018	7653756	10/19/2018	3,030.08
2018	7605220	05/02/2018	3,030.08
2017	7387416	10/30/2017	2,926.19
2017	7106837	04/19/2017	2,926.19
2016	6905902	10/13/2016	2,932.88
2016	6847946	05/02/2016	2,932.87

Disclaimer

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information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).

From: [Kevin Edwards](#)
To: [Stripes, Teri](#)
Subject: Re: Projects of Citywide Significance Incentive
Date: Wednesday, June 12, 2019 11:42:35 AM

Looks good to me. Thanks

Kevin Edwards
Hawkins Edwards, Inc.
[225 W. Main Ste. 200](#)
[Spokane, WA 99201](#)
[C: 509-939-8828](#)
k.edwards@me.com
* Sent from Phone

On Jun 12, 2019, at 11:29 AM, Stripes, Teri <tstripes@spokanecity.org> wrote:

Kevin, I want to explain some of the assumptions and industry standards, I'm using in the economic positioning of your project.

For the restaurant/bar space I've used ICC Mall's Sales per square foot and halved it for a standalone building (see attached). So for your project I estimate the Restaurant sales at \$268.5 PSF - I'm also using the entire 7,200 sqft in the calculations because the methodology takes into account both the front-of-house (FOH) and back-of-house (BOH) operations. So annual restaurant sales of \$1,933,200.

For the Restaurant Employees

200 seats

50 = 4 tops

FOH Staff per shift 10

BOH staff per shift 4

Support & Management staff 4

And I'm assuming two shifts so 36 employees in total. The mean wages for Spokane: food service \$13.05/hr and Management \$49.67/hr. I'm assuming an 80:20 ratio on management/chefs and servers so seven employees above the Living Wage Job creation Multiplier (>130%Median Per Capita Income).

I'm waiting on estimates on utility use of a comparable structure and then I'll be able to finalize my analysis.

However, I wanted to provide you with the Sales/sqft calculation and the employee estimates to see if this is an acceptable methodology for you or if you have something else you'd like me to consider.

Let me know,
Thanks
Teri

P.S. Choose Spokane ChooseSpokane.org

Teri Stripes | City of Spokane | Planning & Development Services
509.625.6597 | fax 509.625.6013 | tstripes@spokanecity.org

“I’ve learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel.” ~Maya Angelou

-----Original Message-----

From: Stripes, Teri <tstripes@spokanecity.org>
Sent: Monday, May 20, 2019 8:03 AM
To: Kevin Edwards <k.edwards@me.com>
Subject: RE: Projects of Citywide Significance Incentive

Yep, we are good. I’ll use industry standards when I work on the economic positioning — thank you.

Teri Stripes | City of Spokane | Planning & Development Services
509.625.6597 | fax 509.625.6013 | tstripes@spokanecity.org

From: Kevin Edwards [k.edwards@me.com]
Sent: Friday, May 17, 2019 1:56 PM
To: Stripes, Teri
Subject: Re: Projects of Citywide Significance Incentive

Teri, did you get everything you needed from me on the CWSI?

Thanks,

Kevin Edwards
Hawkins Edwards, Inc.
225 W. Main Ste. 200
Spokane, WA 99201
C: 509-939-8828
k.edwards@me.com<<mailto:k.edwards@me.com>>
www.HawkinsEdwardsInc.com<<http://www.HawkinsEdwardsInc.com>>

On May 16, 2019, at 11:47 AM, Stripes, Teri
<tstripes@spokanecity.org<<mailto:tstripes@spokanecity.org>>> wrote:

I met with Dean Pape yesterday—very positive about the project. Let me know when you think you may have some of the additional details, I request.

Thanks

Teri

P.S. Choose Spokane ChooseSpokane.org<<https://www.choosespokane.org/>>

<image001.jpg>

Teri Stripes | City of Spokane | Planning & Development Services
509.625.6597 | fax 509.625.6013 |

tstripes@spokanecity.org<<mailto:tstripes@spokanecity.org>>

<image002.png><<http://www.spokanecity.org/>> <image003.png>

<<http://facebook.com/cityspokane>> <image004.png>

<<http://twitter.com/spokanecity>>

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." ~Maya Angelou

From: Stripes, Teri

Sent: Thursday, May 9, 2019 9:35 AM

To: 'Kevin Edwards' <k.edwards@me.com<<mailto:k.edwards@me.com>>>

Cc: Economic Development Contacts

<eraedc@spokanecity.org<<mailto:eraedc@spokanecity.org>>>

Subject: RE: Projects of Citywide Significance Incentive

No, but thank you. If you can send me your pro forma or estimates on your projected utility costs, property taxes, retail sales projection, etc.. It will give me some actual projections to use in the analysis instead of using industry standards.

P.S. How are you #hackingwashington<<http://www.hackingwashington.com/>>?

<image001.jpg>

Teri Stripes | City of Spokane | Planning & Development Services
509.625.6597 | fax 509.625.6013 |

tstripes@spokanecity.org<<mailto:tstripes@spokanecity.org>>

<image002.png><<http://www.spokanecity.org/>> <image003.png>

<<http://facebook.com/cityspokane>> <image004.png>

<<http://twitter.com/spokanecity>>

"I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel." ~Maya Angelou

From: Kevin Edwards <k.edwards@me.com<<mailto:k.edwards@me.com>>>

Sent: Thursday, May 9, 2019 9:12 AM

To: Stripes, Teri <tstripes@spokanecity.org<<mailto:tstripes@spokanecity.org>>>

Cc: Economic Development Contacts

<eraedc@spokanecity.org<<mailto:eraedc@spokanecity.org>>>

Subject: Re: Projects of Citywide Significance Incentive

Importance: High

Teri,

So in summary, you want me to fill out the scoring sheet to the best of my knowledge correct?

Let me know. Thanks,

Kevin Edwards
Hawkins Edwards, Inc.
225 W. Main Ste. 200

Spokane, WA 99201

C: 509-939-8828

k.edwards@me.com<<mailto:k.edwards@me.com>>

www.HawkinsEdwardsInc.com<<http://www.hawkinsedwardsinc.com/>>

On May 9, 2019, at 7:49 AM, Stripes, Teri

<tstripes@spokanecity.org<<mailto:tstripes@spokanecity.org>>> wrote:

<Parkview West Agree, title, staff report, reco.pdf>

<U.S. Mall Sales Productivity_SA61dd9bab20170428100745.pdf>

CITY OF SPOKANE —
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
Application for Citywide Significant Incentives

NOTE TO APPLICANT: Please answer each question completely. If more space is needed, attach additional paper. If you have any questions about this application, do not understand the questions, or need additional information regarding regulations or policies of the City of Spokane, city staff will be happy to assist you.

Applicant: Spokane Riverside Partners, LLC Relation to Property Owner Member
Applicant's Address 225 W. Main Ave. #200 Spokane, WA 99201
Applicant's Phone # 509-939-8828 Applicant's email address k.edwards@me.com
Property Owner(s) Spokane Riverside Partners, LLC
Property Owner's Mailing Address 225 W. Main Ave. #200 Spokane, WA 99201
Will the existing owners be the owner/operator of the property and/or business following construction ☒ yes ☐ no
If not, who is the project being developed for? _____
Property Address: 206 W. Riverside Ave. Parcel number(s): 35184.0918 & 35184.0917
Legal Description (Attach additional sheets if needed): _____

PROJECT INFORMATION

Project Name: Riverside Commons Date Application Completed: _____
☒ New Construction: # of square feet: 128,000 # of stories 6
☐ Rehabilitation of Existing Structure: # existing square feet: _____ # additional square feet added: _____
What was the prior use? Bank Branch How many prior employees? _____
Were there prior retail sales? N/A
Type of development ☐ Manufacturing ☐ Office ☐ Retail ☐ Housing ☒ Mixed use ☐ Other
Other description See Attached Renderings & Site Plan
If retail or mixed use with retail, do you have a verifiable estimate on the projected annual retail sales? ☐ yes ☒ no
If yes, what is the estimate and how can it be verified? _____

If no, provide an average annual sales per square foot estimate, using published industry data for the retail sector nearest to the type proposed. "ICSC - Shopper Spending and Sales/Sqft - Annual Report" www.icsc.org What is that estimate? Do not know at this time what exact ground floor retail uses will be, but will be food and restaurant related hopefully, maybe small coffee shop.

Estimated total expenditures in the rehabilitation or construction of the entire project: \$ 30,000,000 +/-
Description of project(s)' basic features and any other unique features that relate to the evaluation matrix criteria (Attach additional sheets if necessary): 104 Unit apartment (student housing) project with ground floor retail.

Est. Construction to begin (date) 2020 +/- Construction completion 18 months from start.
☒ "Before" photos provided electronically. ☐ Site and building plans provided electronically

Will the construction of the project be phased? ☒ no ☐ yes If yes, what will be constructed in each phase and when?

JOB CREATION

How many fulltime permanent employment positions will the project create? (list the fields and the number of jobs in each field)
Do not know at this time.

What will be the hourly and/or annual wages of each position be? If you don't have verifiable job and wage information for the business(s) to be located in the project, then use the latest published data from the Washington State Employment Securities Department Occupational Employment and Wage Estimates for the Spokane MSA.

<https://fortress.wa.gov/esd/employmentdata/reports-publications/occupational-reports/occupational-employment-and-wage-estimates>.

AFFIRMATION

Initial each statement below:

KE As owner(s) of the property described in this application, I hereby declare under penalty of perjury under the laws of the State of Washington that this application for Incentives and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

KE The applicant acknowledges that completing and submitting this application is not a guarantee of any specific financial incentive.

KE This application will be used by staff to determine if a project meets the definition of a "Project of Citywide Significance." Additional information may be required for review of project qualifications for incentives.

KE Any incentive that the applicant may receive will require a Development Agreement between the Applicant and the City that will not be valid until it is approved by City Council and signed by the Mayor.

KE Following the approval of the Development Agreement, the original is required to be recorded at the County. At that time, the recording fees for the filing and recording of "Development Agreement" will need to be paid to the City of Spokane by the Applicant.

Signed at Spokane, Washington, this 30 day of April, 2019.

Signature(s) of all Owner(s) and Contract Purchaser(s)

KE

Member of LLC

Project of Citywide Significance: A single private development project which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceed \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits as such term is defined in the Administrative Policy adopted by Council Resolution 2016-0036.

For Staff Use Only:

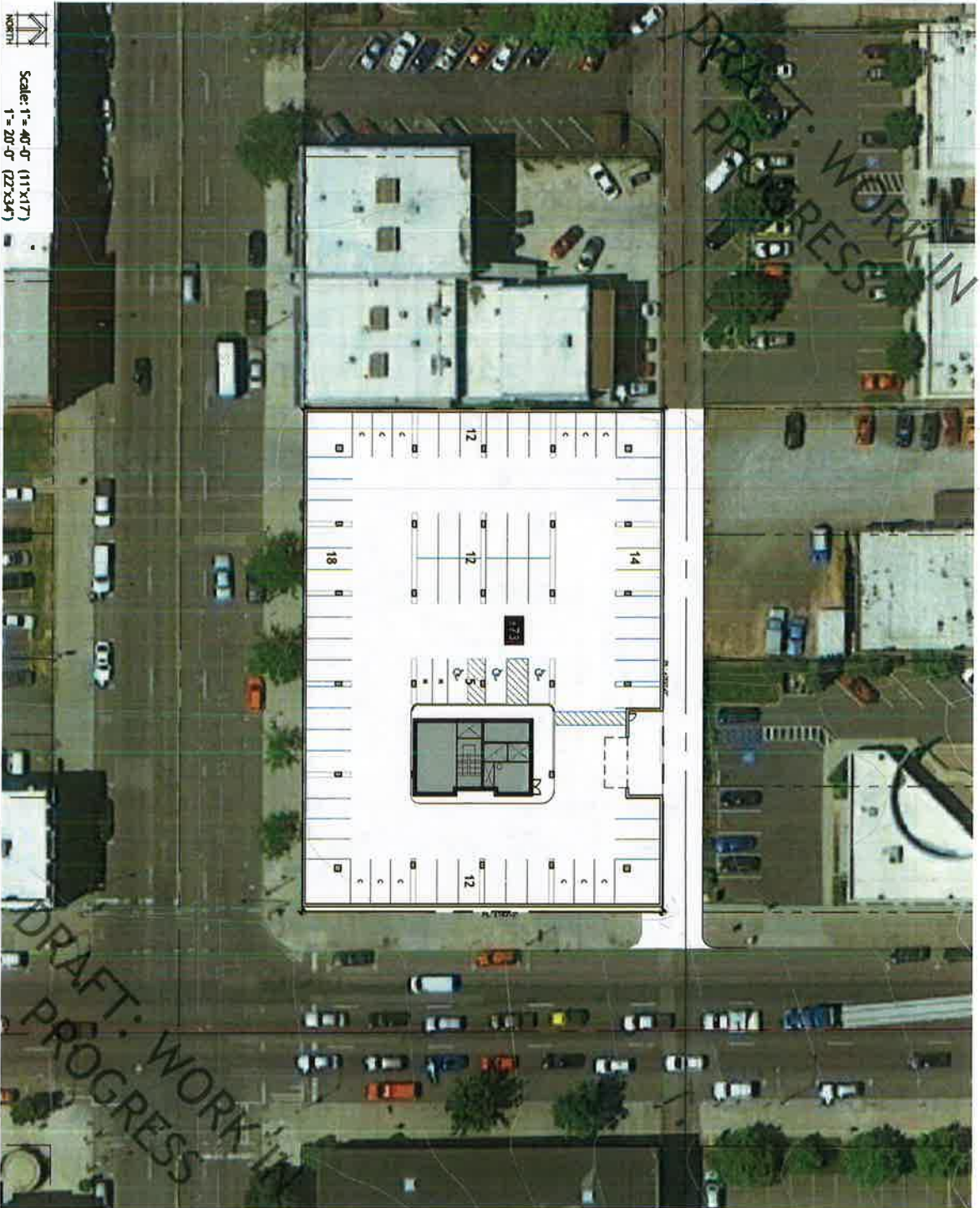
- | | |
|---|--|
| <input type="checkbox"/> Application signed by owner(s) and contract purchaser(s) | <input type="checkbox"/> Site/Building plans received electronically |
| <input type="checkbox"/> Before photos received electronically | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> GIS Map | <input type="checkbox"/> Right-of-way requirements |
| <input type="checkbox"/> Utility requirements | <input type="checkbox"/> SEPA |
| <input type="checkbox"/> Study requirements | <input type="checkbox"/> Taxable value |
| <input type="checkbox"/> Assessed value | <input type="checkbox"/> State and Federal incentives |
| <input type="checkbox"/> Plan/District implementation | <input type="checkbox"/> Age of existing structures |



Concept Rendering

Upmqua Mixed-Use

214 W. Riverside, Spokane - WA 99201 | BWA: 17-319 | Schematic Design | September 26, 2018



Scale: 1" = 40'-0" (11'x17')
1" = 20'-0" (22'x34')

0

Concept Site Plan: Lower Level

Upmqua Mixed-Use
214 W. Riverside, Spokane - WA 99201 | BWA: 17-319 | Schematic Design | September 28, 2018

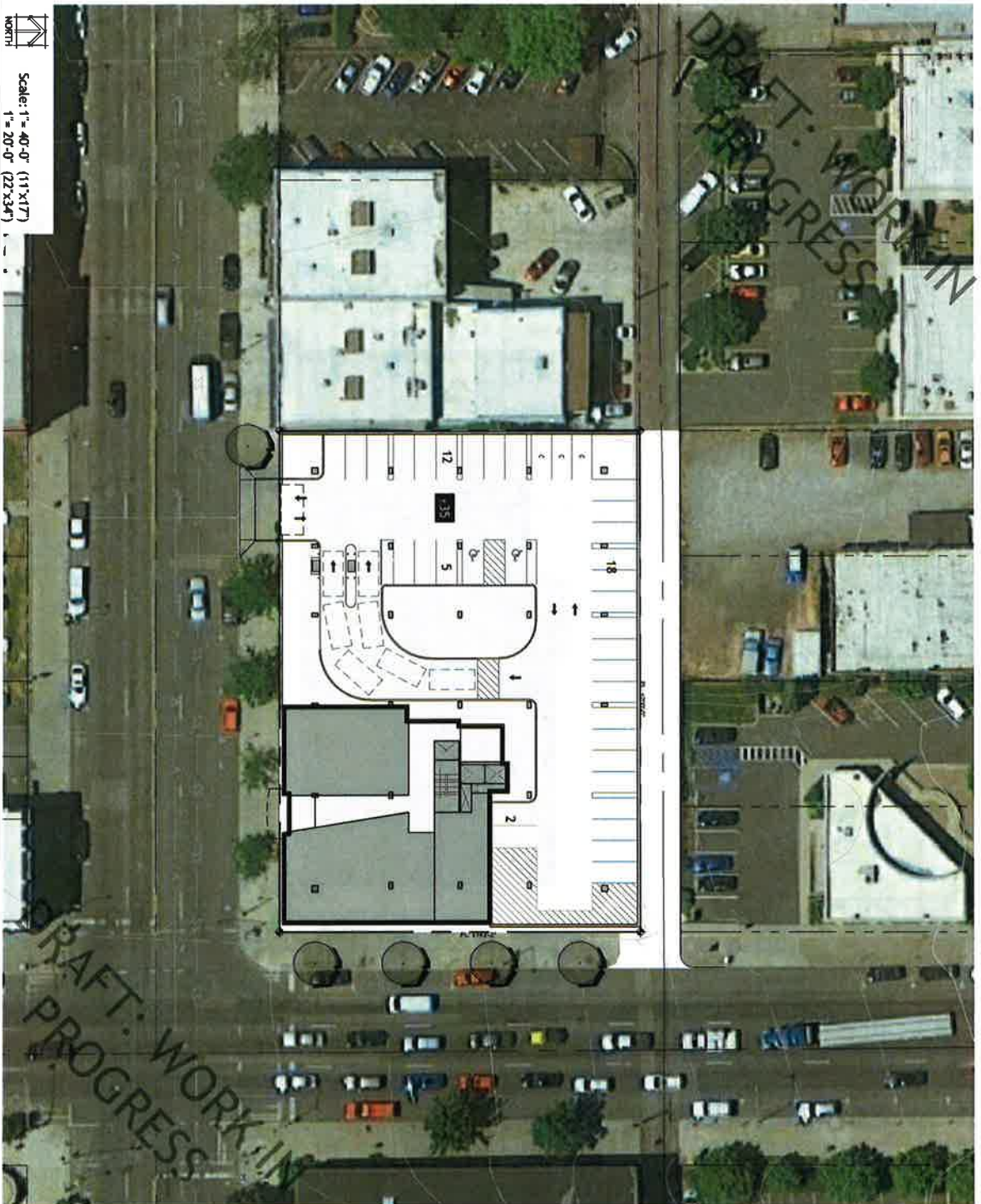
NOTES:

1. The property configuration and building plans shown above is a composite of public information.
2. Property configuration, property lines and boundaries are approximate.
3. The site plan is a conceptual drawing and is not intended to be used for any other purpose.
4. The site plan is a conceptual drawing and is not intended to be used for any other purpose.

B M A

BERNARDO MILLS
ARCHITECTS PC

DRAFT: WORK IN PROGRESS



Scale: 1" = 40'-0" (11'x17')
1" = 20'-0" (22'x34')

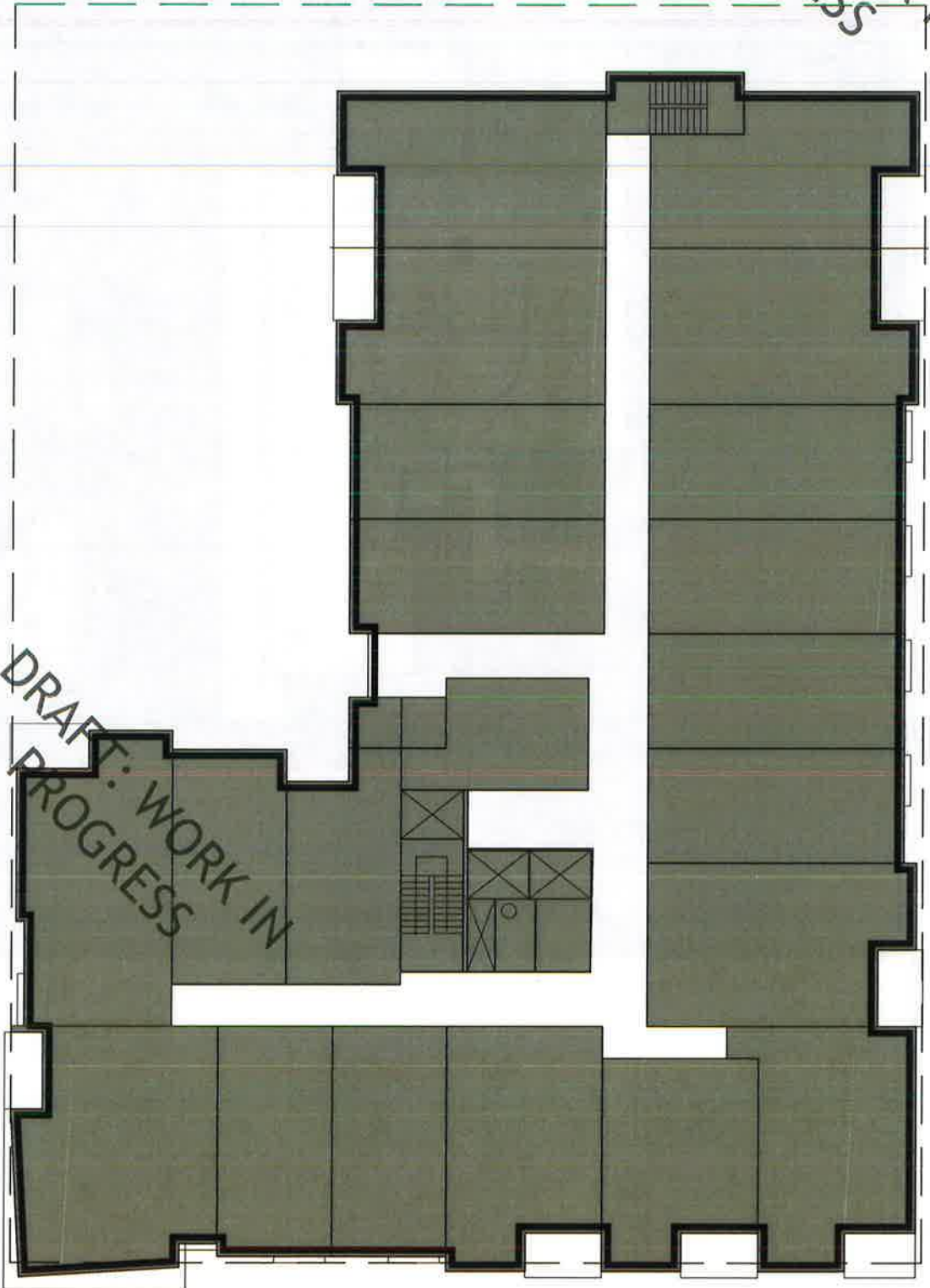
1 Concept Site Plan: Street Level

Upmqua Mixed-Use
214 W. Riverside, Spokane - WA 99201 | BWA: 17-319 | Schematic Design | September 28, 2018

NOTES:
1. The property configuration and building plans shown above is a composite of public information.
2. Property configurations, property lines and boundaries are approximate.
3. The site configuration shown is subject to change following complete building and zoning code analysis.

DRAFT: WORK IN PROGRESS

DRAFT: WORK IN
PROGRESS



Scale: 1" = 40'-0" (11'x17")
1" = 20'-0" (22'x34")

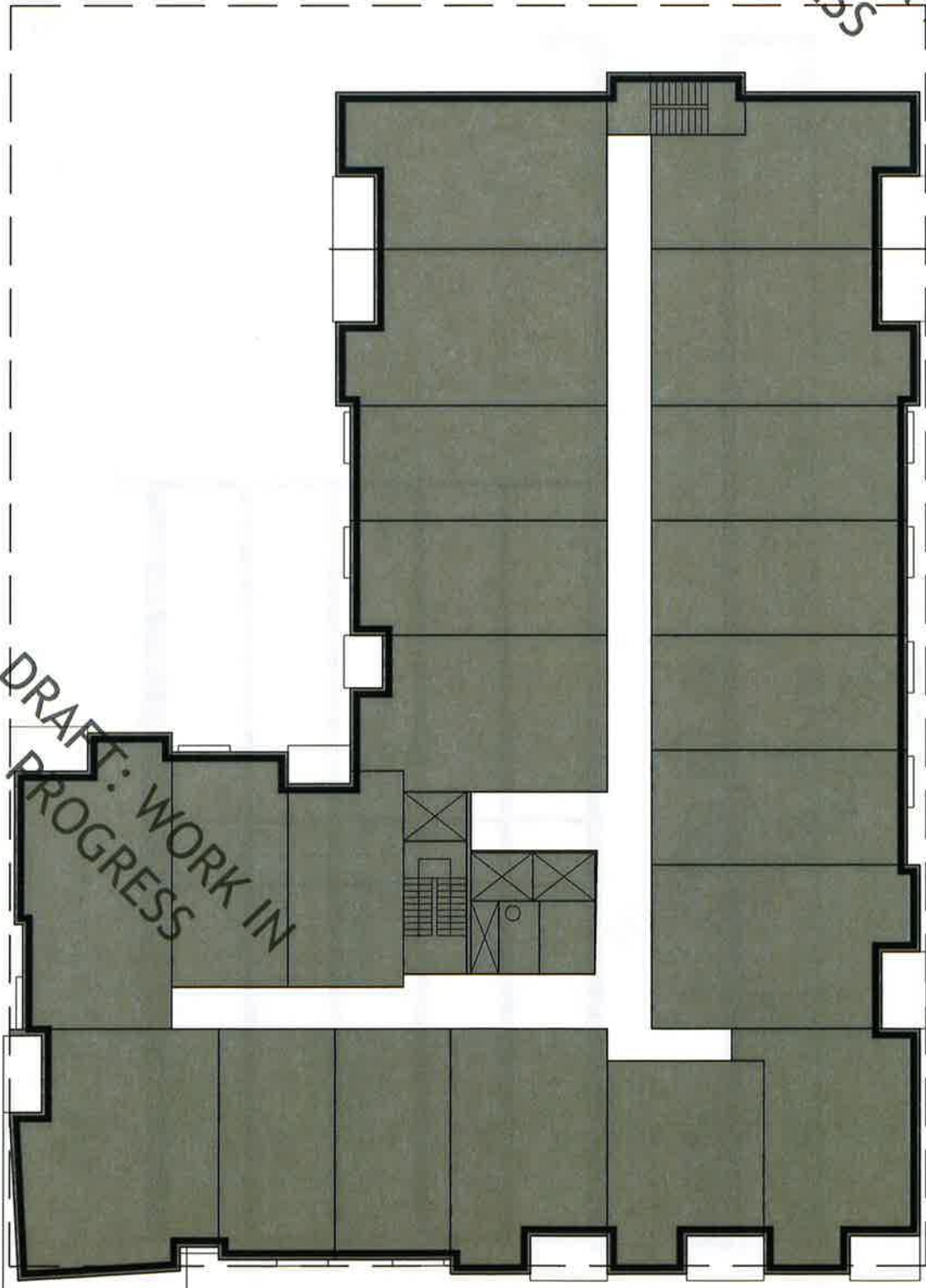
R1

Concept Floor Plan: 1st Residential Level
Upnqua Mixed-Use

214 W. Riverside, Spokane - WA 99201 | BWA: 17-2-19 | Schematic Design | September 29, 2018

DRAFT: WORK IN PROGRESS

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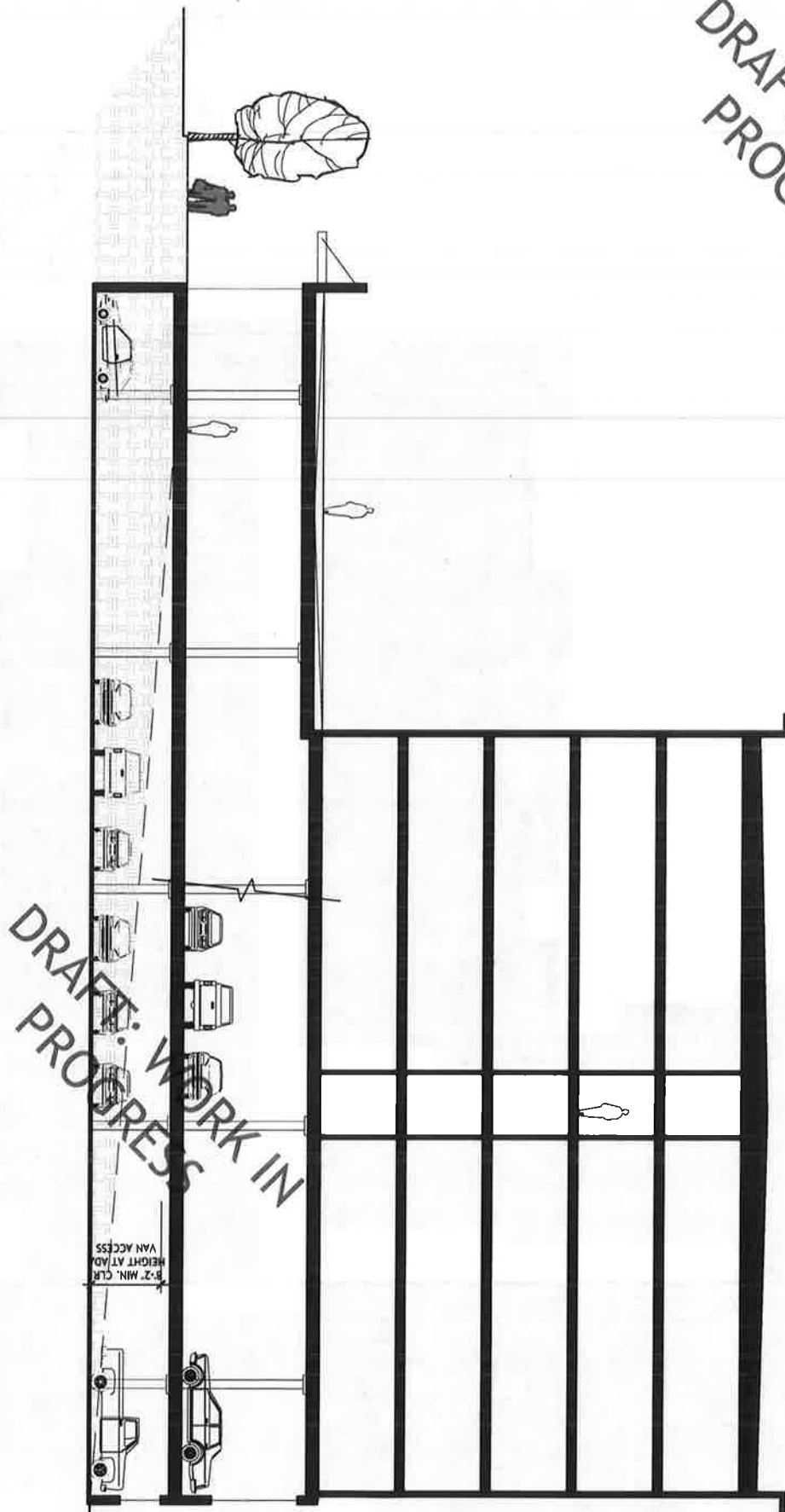
Scale: 1" = 40'-0" (11'x17")
1" = 20'-0" (22'x34")

R2

Concept Floor Plan: Typ. 2nd thru 5th Residential Levels
Upmqua Mixed-Use

214 W. Riverside, Spokane - WA 99201 | BWA: 17-319 | Schematic Design | September 28, 2018

DRAFT: WORK IN
PROGRESS



DRAFT: WORK IN PROGRESS

S1 Concept Building Section

Upmqua Mixed-Use
214 W. Riverside, Spokane - WA 99201 | BWA-17-319 | Schematic Design | September 28, 2018

RESOLUTION NO. 2019-0067

A RESOLUTION EXPRESSING THE INTENTION OF THE CITY COUNCIL TO DESIGNATE A RESIDENTIAL TARGETED AREA, AMEND SMC 8.15.030 AND TO SET A PUBLIC HEARING

WHEREAS, Chapter 84.14 RCW authorizes cities to enact multifamily housing property tax incentive programs by designating residential targeted areas within urban centers;

WHEREAS, the City of Spokane exercised its authority under Chapter 84.14 RCW by enacting Ordinance No. C-32575, codified as Chapter 8.15 SMC, which provides a property tax incentive for multifamily housing in urban centers by establishing a methodology for granting such incentives and designating the urban centers and residential targeted areas;

WHEREAS, the City Council has subsequently revised the designated residential targeted areas; and

WHEREAS, the City Council, along with the City Administration has performed a review of the designation of the residential targeted areas; and

WHEREAS, the City Council desires to modify the boundary of the existing designated residential targeted areas and to revise the name of the residential targeted areas listed in SMC 8.15.030 as set forth in Ordinance No. C - 35797 amending SMC 8.15.030; and

WHEREAS, RCW 84.14.040 requires public notice and a hearing before the City designates residential targeted areas.

NOW, THEREFORE, it is resolved by the City Council that it is the intent of the City of Spokane to designate a revised residential targeted area as set forth in Ordinance No. C - 35797 and as generally identified in Attachment A to the ordinance.

IT IS FURTHER RESOLVED that the City of Spokane shall conduct a public hearing on August 12, 2019 beginning at 6:00 pm at the City Council Chambers at City Hall, West 808 Spokane Falls Blvd., Spokane, Washington, to take public testimony and consider the designation of the targeted area as set forth above.

IT IS FURTHER RESOLVED that the City Council shall also consider adoption of Ordinance No C - 35797 to amend SMC 8.15.030 to designate the revised residential targeted area as set forth in Attachment A subsequent to the hearing called for in this resolution.

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and Spokane Riverside Partners, LLC, as "Developer", collectively referred to as the "Parties".

Recitals

A. Developer owns property located 206 and 214 W Riverside Ave, in Spokane, Washington (the "Property"). A legal description of the Property is set forth in Exhibit A.

B. The Developer proposes the construction of The Riverside Commons project. The a proposed redevelopment project in eastern downtown consisting of a six story mixed-use building with 104 residential units and 7,200SF +/- of restaurant/retail space. The project is described in the application and related attachments as a market rate project with amenities such as a restaurant, coffee shop, retail (7,200SF). At six stories, the Riverside Commons project will be taller than many of the buildings in the immediate vicinity and will provide opportunities for views in all directions. Due to its location within the downtown and the East Downtown Historic District, and because the development will require demolition of an existing structure, elements of the project will have to be reviewed by the Historic Landmarks Commission as well as the Design Review Board. (the "Project").

C. The Riverside Commons project will be developed on two parcels of 28,400 square feet (0.65 acre) parcel located at the northwest corner of Brown and Riverside. The parcels contain a non-historic (or contributing) low-rise building that was developed as a bank.

The project site and surrounding area are located in an area commonly referred to as the "East End" of downtown and is in the west end of the University District. Surrounding area includes the revitalized the East/West Main area, Community Building, Main Market and is considered on the route to the "Medical District" and onto the new Martin Luther King Jr Way into the University District.

The area is attracting increased interest and there have been a significant number of new investments, both public and private. The project will be served by STA's Central City Line, bus rapid transit improvements which will be completed in 2021. The Riverside Commons project will be one of the first ground-up mixed use residential buildings constructed in the area in many years and will be both a leader in and proof of concept for transit supported development along the CCL route through downtown Spokane.

D. The Project is compatible and consistent with the countywide planning policies adopted pursuant to RCW 36.70A.210 and the City of Spokane Comprehensive Plan and development regulations adopted under Chapter 36.70A RCW and Title 17 of the Spokane Municipal Code. Developer and the City acknowledge that development of the Project will promote economic development as contemplated by RCW 35.21.703, will encourage further private development to include increasing fair market value of real property in the vicinity of the Project, and is consistent with and carries out the purposes of RCW 36.70B.170.

E. In connection with plans to develop the Project, Developer applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Developer to develop the Project, the Project Review Committee recommended a financial incentive of \$106,865 be awarded to the Project consistent with the Admin 0650-16-02.

F. Following the Project Review Committee's recommendation, staff negotiated a development agreement with Developer setting forth the terms and conditions under which the \$106,865 incentive will be paid to the Developer, subject to final approval by Council as outlined in Admin 0650-16-02.

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

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

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

J. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, including the significant public benefits that are anticipated as a result of Developer's construction of the Project, the parties agree:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise required:

(a) “Applicable Rules” means those provisions set forth in the City of Spokane Comprehensive Plan and Title 17 of the Spokane Municipal Code. Applicable Rules shall not include any requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, and building, fire, plumbing or electrical codes explicitly adopted by the City, and fees (to include utility connection fees) associated with the development of land.

(b) “Subsequent Project Approvals” means all Project approvals required by law or City policy after approval of this Agreement to construct the Project including, but not limited to, clearing and grading permits, preliminary and final subdivision approval, binding site plan approval, building permits and occupancy permits (as applicable), as defined by state law and local ordinance.

2. Construction of the Project.

(a) Developer Covenants. Developer shall, at no cost or expense to the City, diligently perform and fully complete development and construction of the Project according to approved plans and permits, and in compliance with the Applicable Rules. Provided all such development and construction shall be subject to Subsequent Project Approvals. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of the Project. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer’s obligations to comply with rules and regulations applicable to the Property and Developer’s development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property. Provided, further, the parties agree, as provided for in RCW 36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

(b) Public Benefits. As part of the Project, Developer will make significant public dedications and investment in public infrastructure to include utilities and other improvements, all of which will provide a public benefit to the City’s residents and visitors.

(c) Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property, provided however, that nothing in this Agreement shall diminish Developer’s rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(i) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(ii) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code as may be amended except as they relate to standards modified by the City in the Approval.

(iii) Taxes, fees or assessments (including mitigation fees) which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

3. Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the occurrence of (i) mutual agreement of the parties, or (ii) three (3) years from the date of execute of this Agreement by all the parties hereto.

4. Public Improvements. The Project will include the following public improvements within the public right-of-way (the "Improvements" or "Public Improvements"):

Public right-of-way requirements for water, sewer, fire, sidewalk, curb cuts, paving, street-trees, stormwater, ADA access, as well as public amenities such as public art.

5. Construction of the Public Improvements. Developer shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. The City shall not be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW. See Exhibit B.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer's behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. See Exhibit B. As a condition of the City's liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public

Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the City's payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

(d) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

(e) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the City of Spokane as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the City pursuant to this Agreement.

(f) Upon completion of the Public Improvements, Developer shall provide the City an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the City as compatible with the requirements of the Washington State Auditor for audit purposes. The City shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the City accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the City within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the City refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the City shall specify the basis for the decision and the City and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment

and reimbursement there is not resolved and if within ninety (90) calendar days of City receipt of notification there remain unresolved any issues relating to actual costs, then the City shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the City's payment obligation to the Developer exceed the NTE Amount.

6. City Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Project, subject to the terms and conditions of this agreement, and following Developer's completion of the Project, including the Public Improvements, the City shall pay Developer an amount not to exceed one hundred six thousand, eight hundred and sixty-five thousand Dollars \$106,865 through the Projects of Citywide Significance program (the "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the City, subject to the NTE Amount. The City will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's application for payment shall be subject to review by the City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

7. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this agreement.

8. Actual Material Costs. The City's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by City inspectors, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

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

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

Developer's Initials

City's Initials

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

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

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

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

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

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the City at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section 8, the City may perform the same and may deduct such expenditures from its reimbursements to Developer

under this agreement. The City makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

11. Additional Terms.

(a) Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter enforce each and every such provision. Either party's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

(b) Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.

(c) Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party.

(d) Compliance with Laws. The Parties hereto specifically agree to observe Federal, State and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement. This agreement shall not be construed or interpreted as a waiver of any conditions or requirements applicable to the Project. The City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

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

(f) Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

(g) Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally or by certified mail. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

(h) Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

(i) Headings. The article headings in this agreement have been inserted solely for purposes of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

(j) All Writings Contained Herein. This agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.

(k) Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Developer will be solely with Developer. No agent, employee, servant or otherwise of Developer hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Developer are not entitled to any of the benefits that the City provides for City employees. Developer will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Developer.

[Signature Page Follows]

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

DEVELOPER

Spokane Riverside Partners, LLC

By: _____

Its: _____

Exhibit A

Legal Description of Property

Parcel Number: 35184.0917
Site Address: 214 W RIVERSIDE AVE
HAVERMALE ADD L21-22 B5

Parcel Number: 35184.0918
Site Address: 206 W RIVERSIDE AVE
HAVERMALE ADD L23-24 B5

Exhibit B

PROCUREMENT PROCESS SUMMARY

1. Selection of Engineering Team.

(a) Developer shall obtain engineering services from persons and firms through a written request that describes the general scope and nature of the Improvement. The request shall seek Statement of Qualifications/Proposals ("**Proposals**") for the engineering services. The Developer shall evaluate the Proposals submitted by firms, conduct discussions with one or more firms regarding the required services, and select the most highly qualified firm.

(b) Developer shall retain the selected firm to prepare design documents for the Improvements.

2. Construction Services.

Following completion of the design documents, the developer shall solicit bids from contractors/subcontractors to construct the Improvements. Contractors/subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the developer, shall be selected for the work. The developer may self-perform work provided the developer provides the work at costs equal to or below bid amounts received from contractors/subcontractors.

3. Prevailing Wages and Retainage.

Prevailing wages shall be paid laborers and a 5% retainage shall be withheld from the NTE Amount according to state law.

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

06/24/2019

<u>Date Rec'd</u>	6/12/2019
<u>Clerk's File #</u>	ORD C35789
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM 625-
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - ORDINANCE REGULATING LOANS OF CITY EMPLOYEES AND PROPERTY

Agenda Wording

An ordinance creating regulations for the loan of City of Spokane employees and City-owned property to other government agencies.

Summary (Background)

Currently, there are no guidelines or limits on the loan of City employees or property to other government agencies, and no codified oversight of those loans. This ordinance sets reasonable guidelines and limits on the loan of City employees and City property, in the exercise of the Council's fiduciary duties.

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

Neutral	\$	#
---------	----	---

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

Select	\$	#
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<u>Approvals</u>	<u>Council Notifications</u>
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<u>Dept Head</u>	MCDANIEL, ADAM
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<u>Division Director</u>		<u>Study Session</u>	
		<u>Other</u>	Finance Committee, 6/17/2019

<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
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<u>Legal</u>	PICCOLO, MIKE
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<u>For the Mayor</u>	ORMSBY, MICHAEL
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Additional Approvals**Purchasing**

ORDINANCE NO. C35789

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

Chapter 03.13 Loaned Employees **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

Section 03.13.020 Definitions

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

Section 03.13.030 Authority for Loan of City Employees

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

Section 03.13.040 Required Terms for Loan of City Employees

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
 - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
 - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
 - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like, the decision of the City supervisor to prevail in the event of any conflict between the two supervisors;
 - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
 - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
 - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

Section 2. That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

Chapter 12.12 Loan of City Property and Equipment

Section 12.12.010 Purpose and Intent

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.

Section 12.12.020 Definitions

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

Section 12.12.030 Authority for Loan of City Property or Equipment

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

Section 12.12.040 Required Terms for Loan of City Property or Equipment

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
 - 1. With the exception of leases of City-owned real property, no loan of City property or equipment may exceed 180 calendar days which may not be extended;
 - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
 - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
 - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
 - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
 - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property

shall be returned to the City in good and serviceable condition at the end of the loan period.

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:**

07/29/2019

<u>Date Rec'd</u>	7/16/2019
<u>Clerk's File #</u>	ORD C35801
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C34865
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0680 - SPD RECORDS IMPREST FUND

Agenda Wording

Amending SMC 7.03.153 *(Police Records Imprest Fund) to increase the current amount from \$2,000.00 to \$3,000.00.

Summary (Background)

Spokane Police would like to request an increase in the Records Imprest fund from \$2,000.00 to \$3,000.00 in anticipation of an increase in background checks caused by legislative changes and the discontinuation of FBI (Federal Bureau of Investigations) NCIS checks for firearms dealers. These changes will increase Records employees who handle background checks from 4 to 8; each employee is in charge of \$300.00 petty cash. The rest of the money - \$600.00 will be held on hand.

<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>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eolsen	
<u>Additional Approvals</u>		aduffy	
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Typically, in order to have the required parts on site for the fall outage, they need to be ordered in the early summer. In order to accomplish this, the start date for second optional renewal needs to be moved in from November 1, 2019 to July 1, 2019 and an additional \$250,000.00 for the year will need added to the value blanket.

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

Distribution List

ORDINANCE NO.C35801

AN ORDINANCE relating to the Police Department Records imprest fund;
amending SMC section 7.03.153.

The City of Spokane does ordain:

Section 1. That SMC section 7.03.153 is amended to read as follows:

7.03.153 Police Department – Records

There is established in the police department a records imprest fund in an amount not to exceed three thousand dollars.

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 & Community Health Committee)

Division & Department:	Police
Subject:	Increase to Police Records imprest fund
Date:	07/01/2019
Contact (email & phone):	Eric Olsen eolsen@spokanepolice.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
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)	Approval to increase the amount of cash on hand available to the Police Records public window from \$2,000 to \$3,000 through an update to SMC 07.03.153.
<p><u>Background/History:</u></p> <p><i>Fee Increases:</i> On January 1, 2019 WSP increases their electronic finger print fee from \$20 to \$21. In addition, the FBI increased their fee from \$12 to \$13.25.</p> <p><i>Legislative Changes:</i> On July 1st, the bulk of I-1639 will go into effect which will require background checks on semi-automatic assault rifles. We do not know the impact on this will have, but know this is somewhere between 75,000 – 125,000 more background checks for WA.</p> <p><i>FBI Changes:</i> Also starting July 1st, the FBI will be discontinuing their NCIS checks for firearms dealers. This means that these background checks will now go to Records for processing. We have no way to estimate this total, but one pawn shop told us to expect about a 312% increase in work from them.</p> <p>With the legislative & FBI changes coming, we have shifted resources within Records to place a total of 8 employees staffed at the public window & handling background checks. All 8 of these employees will need the ability to work the public window and will need a “money bag.” Previously, we had 4 employees with money bags and were able to spread the amount of cash on hand evenly. Now, with higher fees, we need about \$300 per bag. With 8 employees this totals \$2,400. In addition, we keep \$600 petty cash on hand. This totals to \$3,000.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Police Records operates a public window located in the Public Safety Building which handles all concealed pistol licenses, finger print requests, gun transfers, etc. • Cash on hand is required for the CPL fees as well as the fingerprint fees. • Current SMC 07.03.153 limits the amount of cash on hand to \$2,000. • An increase in staff and fees necessitates a need for \$3,000 cash on hand. 	

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:**

07/29/2019

Date Rec'd

7/8/2019

Clerk's File #

ORD C35797

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

TERI STRIPES 625-6597

Project #Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0650 - AMENDING MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION BOUNDARY

Agenda Wording

AN ORDINANCE RELATING TO MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION BOUNDARY;
AMENDING SMC SECTION 8.15.020.

Summary (Background)

IN RESPONSE TO THE HOUSING CHOICE SHORTAGE IN SPOKANE IT IS THE DESIRE OF THE CITY TO EXPAND THE MFTE BOUNDARY TO INCENTIVIZES THE CREATION OF NEW HOUSING IN TARGETED AREAS AND FOLLOWING NOTICE AND PUBLIC HEARING AS PRESCRIBED IN RCW 84.14.040, THE COUNCIL MAY DESIGNATE ONE OR MORE RESIDENTIAL TARGETED AREAS, UPON A FINDING BY THE COUNCIL IN ITS SOLE DISCRETION.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

TRAUTMAN, HEATHER

Study Session**Division Director**

CORTRIGHT, CARLY

OtherUrban Development
3/11/19**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

PICCOLO, MIKE

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

abrast@spokanecity.org

sbishop@spokanecity.org

ORDINANCE NO. C-35797

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.020.

The City of Spokane does ordain:

Section 1. That SMC section 8.15.020 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 - 1. The residential targeted area is within an urban center.
 - 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 - 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 - 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 - 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 - 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 - 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area ((~~areas~~)), as shown in Attachment A, is ((~~are~~)) designated as a residential targeted area ((~~areas~~)) under this chapter:

1. Spokane's MFTE
- ((1. ~~Downtown~~
2. ~~University District~~
3. ~~South University District~~
4. ~~Kendall Yards~~
5. ~~Monroe Corridor~~
6. ~~Market Corridor~~
7. ~~Division Corridor~~
8. ~~Hamilton/Nevada Corridor~~
9. ~~East Sprague Targeted Investment Pilot~~
10. ~~Lower South Hill~~))

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. The area ((~~areas~~)) designated as a residential targeted area ((~~areas~~)) is ((~~are~~)) bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area ((~~areas~~)) is not designated as a residential targeted area ((~~areas~~)).

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper
Planning Services Department
Economic Development Team
June 17, 2019

Subject

This briefing was requested to report on the value of the Multi-Family Tax Exemption (MFTE) to the community and to examine if MFTE boundary changes should be made. These questions are similar to the criteria considered during the required MFTE periodic update and program evaluation in 2017. The next formal periodic review, evaluation, and reauthorization process is not due again until 2022. In this briefing, we will draw upon the:

- MAC's 2015-2016 incentives recommendation
- past periodic reviews (last 2017),
- new projects that have come online since the last review,
- 2016 Lower South Hill boundary addition results,
- recommendations at the March 2019, UE Council Committee,
- alignment with other initiatives and incentives, Opportunity Zone, CCL and HPT,
- support of the Monroe and Hamilton corridor middle housing options,
- lack of available housing choices and concerning lower property values,
- statements from our Economic Development partners, brokers, and developers on the need for incentives, and
- anecdotal information collected by those who manage the incentive daily and work with the developers on their application.

Background

Why do we offer the MFTE incentive? RCW 36.70 was established by the state with the intent and authorization of cities, who have planned under GMA **to provide an infill incentive of a short-term property tax exemption for the long-term benefit of increasing urban housing densities and housing choices for all income levels.** As the only community east of the Cascades in WA authorized to utilize the incentive, it helps provide Spokane a competitive advantage over our the smaller surrounding communities of Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County for infill development.

Value to the Community

What has the incentive accomplished within designated target zones over the years (first exempt project came online in 2005)?

- Infill development of varied housing:
 - Facilitated Condo Development in Downtown in early 2000
 - Got Kendall Yards off the ground with fee simple affordable townhomes in 2009
 - Built apartment complexes and single apartment buildings
 - Has provided middle housing infill of 4-12 units in neighborhoods

- The incentive has been used as both a rehab tool as well as new development tool (examples: 808 W Main and Kendall Yards).
- MFTE projects have been completed by layering incentives and funds with Historic Preservation and CDBG housing projects.
- Condominiums (owned and rented), apartments, and townhomes (owned and rented) have all been constructed using the tool.
- In talking with underwriters who are approving loans on an owner occupied MFTE units the incentive significantly helps someone qualify for the loan, especially on the affordable 12yr units, which often helps bring first time homebuyers into the market.
- Expands housing options at all income levels implementing Comp Plan Policies.

By the Numbers: Total Program Stats for 2020 tax year

- Total exempt value in all units in the program \$205.7M
 - Non Exempt Taxable Value \$48M
- Cost of the total exempt value to City revenues \$586k
- \$67.2New Construction value returned to taxable values between 2015-19
- Total units 1720 currently exempt
 - 12yr 846 units--both owned and rented
 - 8 yr 874 units--both owned and rented
 - 232 Fee Simple Units (townhomes and condos)
 - 1488 Rentals (apartments)

How many acres of MFTE eligible?

- Existing MFTE: 3,337.6 acres (7.49 percent of the City)
- Additional MFTE Proposed: 1,589.2 acres (3.57 percent of the City)
- TOTAL MFTE If Approved: 4,926.8 acres (11.06 percent of the City)

2016 Lower South Hill Addition

Review of the Lower South Hill infill area reveals the pent-up demand for assistance in helping infill projects pencil.

Since mid-2016, thirty-six new 12-year units have been constructed along with six 8-year units.

However, the following projects are under construction and will receive final MFTE this year. This will provide an additional 59 units:

- Scott St Apartments (15 units, 12-year)
- Kosta 4-Plex (12-year)
- Nine's on Ninth (9-units, unknown length of exemption)
- Barnes 4-Plex (12-year)
- Hansen Apartments (4-units, 12-year)
- Blaine St Townhomes (9-units, 12 year)
- Garfield & Hartson Townhomes (14-units, 8-year)

This area also now aligns with the new Federal Opportunity Zones of the Lower South Hill and we are in consultation with three projects that will be making OZ investments and utilizing the MFTE in this area in the coming months.

Similar infill development and redevelopment is anticipated in other Qualified Opportunity Zones such as the University District, Hillyard, West Central, Sprague, and the North Bank. We know this because of consultations held on other future projects. It takes time to pull a project together but investors are getting anxious to move because of the reinvestment window on capital gains.

Policies

- 36.70A RCW Housing. **Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**
- City of Spokane Comp Plan: LU 3 EFFICIENT LAND USE Goal: **Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.**
- City of Spokane Comp Plan: H 2 HOUSING CHOICE AND DIVERSITY Goal: **Increase the number of housing alternatives within all areas of the city to help meet the changing needs and preferences of a diverse population.**

Recommendations

- Continue the MAC's 2016 recommendation of incentivizing infill development including housing development in the core of the city, where such development is more costly.
- Expand the current MFTE boundary slightly, where it overlaps with Federal Opportunity Zone designation and the CCL and HPT growth opportunities. Leading to many small adjustments in several areas where the underlying zoning allows for multifamily construction.
- Now that condominium laws are a little more flexible, the incentive may encourage more fee simple condominiums and townhomes—helping fill the gap in middle housing. Before the regulations became too strict, this was the product the market was using the incentive to build.
- Include Light Industrial zoned land with a CC3 overlay properties in West Central and around Foothills, which allows for housing. These smaller CC3 Overlay properties may develop better as housing than small lot manufacturing, which will also reduce blight. The Foothills area will also have proximity to the new school.
- At the UE Committee meeting in March, Council felt the Maple/Ash Corridor and Sprague area should be expanded because available land, transit service, depressed values, Opportunity Zone designation, etc.
- Change the language in the code to merge all 11 target areas into one target area to eliminate confusion. In the code we now name the eligible Zoning categories within the target area where MF can be constructed—the boundaries are aligned with streets, and include ineligible properties, so this clarification will help provide certainty to the development community

- Being the only community capable of offering the incentive on the east side of the state, we should use utilize the incentive to provide Spokane a competitive advantage over our the smaller surrounding communities Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County to encourage infill growth, and build to the urban densities important to our economic growth and vitality.

Statements on the importance of incentives to projects

Our building was essentially abandoned for 40 years and required extensive renovations and upgrades to meet modern requirements. As an historic property in the downtown core area, it is an important property to preserve. The costs to upgrade the water and power made this project impossible for owners like us, who have taken significant personal risk to improve the property. The grant from the city, helped cover some of these costs, which otherwise would have halted the project altogether. We are very grateful for the assistance.

- *Marianne and Mark Kartchner, May 2019*

These incentives are very important to our city and future development. I can tell you that without the multi family tax exemption we would not be converting the James S Black building from empty office to useful apartments.

Of course, the certified historic designation will help immensely as well, with the federal tax credit that is available.

We have also taken advantage of the general facilities charge waiver and it has made marginal projects more financially palatable. All of the incentives that are very important to our community and I appreciate your position in promoting them and helping the development community to use them.

- *Dave Black, SIOR CCIM, NAI Business Manager, CEO, NAI Black, May 2019*

With the increasing costs of construction any and all City incentives, no matter how small, can make the difference between a project going forward or being put on the back burner.

City incentives can help get a project completed without cutting corners.

With rising costs and an uncertain economy development incentives of any kind provided by the City of Spokane can move a project forward.

In a slow growth, market like Spokane developers must be very frugal to create a successful project. City incentives can have a positive impact on the success of a project.

- *Jeff K Johnson, SIOR CCIM, NAI Director, President - Black Commercial, Inc., NAI Black, May 2019*

We have utilized the Multi-family Tax Exemption, Projects of Citywide Significance (currently unfunded), Urban Utility Installation Assistance, and General Facilities Connection Fee Waiver to

make the decision to move forward on \$27,400,000 in projects in Spokane West End of Downtown. The incentives were critical in discussions with investors to make the commitment. These projects may not have broken ground without the incentives above. We can't thank the city enough for their coordination and cooperation to make these and many more developments possible.

- *JORDAN TAMPIEN, CO-FOUNDER, DESIGNATED BROKER, 4 DEGREES, May 2019*

The market doesn't always respond to or recognize good projects, thus the role of economic development is to fill market gaps. And the City of Spokane incentives do just that, bridging good projects to the needs of our community.

- *Drew Repp, Economic Development & Government Affairs Manager, Greater Spokane Inc. , May 2019*

Incentives are a key and vital component of any project. Without them, projects don't happen and the capital or development goes to other cities what have these incentives. In order to be competitive, the city should keep them in place.

A great example of this is the Amazon Project we worked on. The West Plains PDA & County gave Amazon major incentives and without doing so, that project would have never happened and / or they would end up in Post Falls or City of Spokane Valley. Boise, ID was working on a similar project and Amazon end up stopping the deal due to lack of incentives and hurdles.

In regards to tax abatement on multi-family, 10 years goes by pretty fast. Once that project gets stabilized it will eventually end up on the tax roll. The city is doing a good job and should keep the incentives in order to compete in today's climate.

Case & Point, Amazon walking from New York City. How much did that cost the city??

- *Kevin Edwards, Hawkins Edwards, Inc. , May 2019*

As the University District uses every opportunity possible to make the district a vibrant place to live, learn, work, and play we engage property owners and developers interested in a wide range of opportunities. Having access to diverse development incentives has helped us to not only attract and engage partners but also help them consider additional possibilities that would allow them to develop their site to the highest best use. More innovative, integrated, and dense development is critical to the district's and Spokane's health and the incentives have been useful in promoting that.

- *Lars Gilberts, CEO, University District, May 2019*

I've used the Multi-Family Tax Exemption to amplify the marketing on downtown projects many times. Nice little icing on the cake.

- *Steven Daines, Daines Capital | Commercial Real Estate, May 2019*

Incentives from the City of Spokane are integral to our cost analysis on new developments. They are very meaningful in mitigating the additional costs incurred to bring a property up to its highest and best use. Improving blighted urban properties costs more than developing rural and suburban land outside the city limits due to such additional costs as demolition of unsafe buildings, removal of asbestos and underground storage tanks, rebuilding sidewalks and streetscapes, etc. The incentives provided by the City actually help level the playing field against the economic disincentives stacked against our urban renewal projects. In many cases, without them, the project simply would not go ahead.

- *LAWRENCE B. STONE, President Stone Group of Companies, May 2019*

The Projects of Citywide Significance funding we received for our Catalyst Building project helped us to build out the public right of way adjacent to the project, benefitting both the project and the neighborhood. Without it our project would have been unduly burdened by these offsite costs, leading to lower returns for our investors and making it more difficult to attract capital and ultimately make the project happen. The funding we received was of great value to our project and is part of the bigger picture of what made it the development possible. We also believe the improved ROW will help attract future development to the area.

- *Allie Teplicky, Real Estate Development Manager at McKinstry, May 2019*

Anecdotal MFTE needs collected at permit counter

- We often receive requests from developers asking about the availability of the incentive in the West Central neighborhood. Developers want to provide quality housing adjacent to Kendall Yards, but often can't make it pencil out without MFTE (these areas are not eligible today).
- We have had several conversations with both new and existing MFTE developers who pursue future projects based on the availability of the incentive on a site...One developer in particular called about a specific lot and when we shared with him that the parcel was in the MFTE boundary and in the GFC waiver area he responded: "I'm writing up an offer on this place now". When we share information about the availability of the incentive with developers of potential projects, they are always very excited about the option. We believe it's often a contributing factor in their decision to move forward with a project.

ORDINANCE NO. C-35797

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.020.

The City of Spokane does ordain:

Section 1. That SMC section 8.15.020 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 - 1. The residential targeted area is within an urban center.
 - 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 - 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 - 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 - 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 - 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 - 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area ((~~areas~~)), as shown in Attachment A, is ((~~are~~)) designated as a residential targeted area ((~~areas~~)) under this chapter:

1. Spokane's MFTE
- ((1. ~~Downtown~~
2. ~~University District~~
3. ~~South University District~~
4. ~~Kendall Yards~~
5. ~~Monroe Corridor~~
6. ~~Market Corridor~~
7. ~~Division Corridor~~
8. ~~Hamilton/Nevada Corridor~~
9. ~~East Sprague Targeted Investment Pilot~~
10. ~~Lower South Hill~~))

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. The area ((~~areas~~)) designated as a residential targeted area ((~~areas~~)) is ((~~are~~)) bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area ((~~areas~~)) is not designated as a residential targeted area ((~~areas~~)).

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

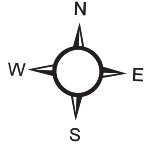
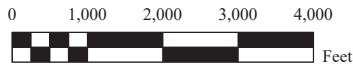
Effective Date

Multi-Family Tax Exemption and City Zoning

Printed by: Neighborhood and Planning Services
Print date: 6/20/2019

- Existing MFTE
- Proposed MFTE Addition
- High Performance Transit
- Target Investment Areas
- Opportunity Zones
- City of Spokane

- City Zoning**
- Center and Corridor Type 1
 - Center and Corridor Type 2
 - Mixed Use Transition-CC4
 - Community Business
 - Downtown Core
 - Downtown University
 - Downtown General
 - Downtown South
 - Context Area 1
 - Context Area 2
 - Context Area 3
 - Context Area 4
 - General Commercial
 - Heavy Industrial
 - Light Industrial
 - Neighborhood Retail
 - Office
 - Office Retail
 - Residential Agricultural
 - Residential High Density
 - Residential Multifamily
 - Residential Single-Family
 - Residential Two-Family
 - CC3



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



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

08/12/2019

<u>Date Rec'd</u>	7/16/2019
<u>Clerk's File #</u>	ORD C35802
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2019-0046
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN X6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF ALLEY BETWEEN NAPA ST AND MARTIN ST

Agenda Wording

Vacation of the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale as requested by Ibex Commercial Flooring.

Summary (Background)

At its legislative session held on July 1, 2019, the City Council set a hearing on the above vacation for August 12, 2019. Staff has solicited responses from all concerned parties.

<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>	Urban Experience 6/10/19
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	ebrown@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<u>Purchasing</u>		ccortright@spokanecity.org	
		dnorman@spokanecity.org	

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35802

An ordinance vacating the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale,

WHEREAS, a petition for the vacation of the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale has been filed with the City Clerk representing 89.54% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the alley between Napa Street and Martin Street within Block 15 of the plat of Avondale as recorded with the Spokane County Auditor under file number 3100010 is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities and Comcast 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: _____

stvac\ **Error! Bookmark not defined.** doc

P1902357VACA

E North Foothills Dr

E Fairview Ave

N Napa St

N Martin St

E Fairview-Grace Aly

0 40 80 120 Feet



**Right-of-way Description:
Vacation of the alley between Fairview
and parcel 35092.5702 - between
Martin & Napa**

Legend

 vacation

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from various sources and is subject to constant
revision. Information shown on this map should
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**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
June 11, 2019

LOCATION: Alley between Napa and Martin – from Fairview and the old RR RW.

PROPONENT: ibex Commercial Flooring

PURPOSE: To secure the buildings and help control illegal dumping.

HEARING: August 12, 2019

REPORTS:

AVISTA UTILITIES – Avista has overhead electric and natural gas facilities in the portion of the alley being vacated and requests an easement be reserved for those facilities.

COMCAST – Comcast has reviewed the vacation request. We have no objections to the vacation as long as we can maintain an easement to allow for our existing aerial path.

CENTURYLINK – CenturyLink has no objection to the vacation of the alley between Fairview and parcel 35092.5702 between Martin & Napa.

ZAYO COMMUNICATIONS – Zayo has no comment or objection to the ROW Vacation at E Fairview, N Napa & N Martin St.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

INLAND POWER & LIGHT – Inland Power & Light has no utility facilities within the proposed vacation area.

FIRE DEPARTMENT – No concerns from Fire.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – This alley does not appear to connect to other alleys. No concern.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT – Wastewater Mgmt. has no assets in the proposed vacation area, therefore we have no objection to the vacation provided onsite runoff be maintained and treated on site.

WATER DEPARTMENT – The Water Department has no infrastructure in this area and no concerns with the vacation request.

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 and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The alley was platted during a time period where a previous version of a non-user statute was in place stating, *“Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.”* Because of this, staff is recommending that the alley is vacated at no cost to the applicants.
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, 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



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

08/12/2019

Date Rec'd

7/16/2019

Clerk's File #

ORD C35803

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

RES 2019-0047

Contact Name/Phone

ELDON BROWN X6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700- VACATION OF ALLEY BETWEEN CENTRAL AVE & COLUMBIA AVE

Agenda Wording

Vacation of the alley between Central Ave and Columbia Ave, from Julia St. to Myrtle St. as requested by Ronald & Renea Dehn.

Summary (Background)

At its legislative session held on July 1, 2019, the City Council set a hearing on the above vacation for August 12, 2019. Staff has solicited responses from all concerned parties.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionUrban Experience
6/10/19Division Director

CORTRIGHT, CARLY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

RICHMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

ccortright@spokanecity.org

dnorman@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO.C35803

An ordinance vacating the alley between Central Avenue and Columbia Avenue from the east line of Julia Street to the west line of Myrtle Street,

WHEREAS, a petition for the vacation of the alley between Central Avenue and Columbia Avenue from the east line of Julia Street to the west line of Myrtle Street has been filed with the City Clerk representing 85.27% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the alley between Central Avenue and Columbia Avenue from the east line of Julia Street to the west line of Myrtle Street is hereby vacated. Located within the NE $\frac{1}{4}$ of S34, T26N, R43E, W.M. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, and Comcast 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: _____

P1902050VACA

N Julia St

E Bismark Ave

N Myrtle St

E Central Ave

E Columbia Ave

E Joseph Ave

0 70 140 210 Feet



Right-of-way Description:
Vacation of the alley between Central Ave
and Columbia Ave, from the east line of Julia Street
to the west line of Myrtle Street.

Legend

 vacation

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**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
June 11, 2019

LOCATION: Alley between Central Ave and Columbia Ave, from Julia St. to Myrtle St.

PROPONENT: Ronald & Renea Dehn

PURPOSE: Alley collects garbage and the property owners would like to own and maintain

HEARING: August 12, 2019

REPORTS:

AVISTA UTILITIES – Avista has overhead electric facilities running the entire length of the alley and requests an easement be reserved for those facilities.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a system map showing our cable in this alley. Comcast would require an easement for access to our plant in order to approve the vacation.

CENTURYLINK – CenturyLink no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Fire has no issues.

ZAYO COMMUNICATIONS – Zayo has no comments or objections to this review concerning the vacation between N Myrtle, N Julia, E Central & E Columbia.

NEIGHBORHOOD SERVICES – No comments

INLAND POWER & LIGHT – Inland Power and Light has no facilities within the proposed vacation area.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No comments.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – No objections

WASTEWATER MANAGEMENT – Wastewater Maintenance has no assets in the proposed vacation area. Therefore we have no objection to the vacation provided onsite runoff be maintained and treated on site.

WATER DEPARTMENT – The Water Department has no infrastructure in this vacation area and has no objection.

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 Avista Utilities and Comcast shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The alley was platted during a time period where a previous version of a non-user statute was in place stating, *“Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.”* Because of this, staff is recommending that the alley is vacated at no cost to the applicants.
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, 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

