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!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.

5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.

5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.

5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.

5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.

5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 9, 2015

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 MICHAEL A. ALLEN
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER JON SNYDER
COUNCIL MEMBER KAREN STRATTON
COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Low Bid meeting specifications of Michigan Renewable Carbon (Gwinn, MI) for the purchase of activated carbon for use at the Waste to Energy Facility for a two year period—$116,728 (incl. tax). Chuck Conklin	Approve	OPR 2015-0066 BID 4086-14
2. Lowest Responsive Bidder, Valmont Industries, Inc. (Valley NE), for miscellaneous Traffic Signal Standards and Luminaire Standards—$78,523.79 (incl. tax). Gerald Okihara	Approve	OPR 2015-0067 BID 4081-14
3. Increase Value Blanket Order with Helfrich Brothers (Lawrence, MA) for miscellaneous boiler tubes to be purchased on an as-needed basis—increase of $500,000. Total Amount: $600,000. Chuck Conklin	Approve	OPR 2014-0755 BID 4074-14
4. Purchase of ten dispatch consoles from Evans Consoles (Vienna, VA) for the Combined Communications Center—$279,278.74. Bobby Williams	Approve	OPR 2015-0068
5. Recommendations to list on the Spokane Register of Historical Places: Megan Duvall	Approve & Auth. Mgmt. Agreements	
a. The Bennett Block, 530 West Main Avenue.		OPR 2015-0069

	b. The First National Bank of Spokane, 502 West Riverside Avenue.		OPR 2015-0070
6.	Contracts to provide collection services for past due accounts for various city receivables with: Carly Cortright	Approve All	
	a. MuniServices (Fresno, CA).		OPR 2015-0071
	b. Automated Accounts, Inc. (Spokane, WA).		OPR 2015-0072
	c. Valley Empire Collection (Spokane Valley, WA).		OPR 2015-0073
7.	City/County Interlocal Agreement for the Law CAD RMS Cost Sharing for system implementation and ongoing maintenance. Ariane Schmidt	Approve	OPR 2015-0074
8.	Contract with Allen and Mary Dee Dodge to create art to be installed at the Spokane Central Service Center—$95,750. Ken Gimpel	Approve	OPR 2015-0075
9.	Authorization to increase the administrative reserve on the Contract with Halme Construction, Inc. (Davenport, WA) for East Sprague Avenue CSO 33-2 Control Facility–increase of $680,500 for a total administrative reserve of $1,049,698.90 or 28.4% of the contract price. Ken Brown	Approve	PRO 2014-0032 ENG 2011085
10.	Report of the Mayor of pending: a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total $_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $_____.	Approve & Authorize Payments	CPR 2015-0002
	b. Payroll claims of previously approved obligations through _____, 2015: $_____.		CPR 2015-0003
11.	City Council Meeting Minutes: _____.	Approve All	CPR 2015-0013

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)

(Note: The City Council will take a recess during its 6:00 p.m. Legislative Session in order for a Transportation Benefit District Governing Board Special meeting to be conducted. Following the TBD Governing Board meeting, the City Council will reconvene to conduct its remaining business.)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

CITY ADMINISTRATION 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.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2015-0006 Adopting the Comprehensive Water System Plan. (The City of Spokane, being a Group A water system, is required to submit an updated Water System Plan for review and approval to the Washington State Department of Health.) (Deferred from January 26, 2015, Agenda)
Dan Kegley

RES 2015-0014 Amending the approved projects for the 2015-2020 Six-Year Comprehensive Street Program utilizing Transportation Benefit District funding.
Sheryl McGrath

ORD C35223 Related to the City's Retail Service Area for water service; adopting a new section 13.04.1921 to chapter 13.04 of the Spokane Municipal Code and amending SMC section 13.04.1922.
Council Member Snyder

ORD C35214 (To be considered under Hearings Item H1.)

ORD C35227 Related to intrafund budget transfers; amending SMC section 7.09.010.
Council President Stuckart

ORD C35228 (To be considered under Hearings Item H2.)

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35229 Relating to the Northeast Public Development Authority; amending Ordinance No. C34813 (to expand the number of board member positions).
Teri Stripes

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1.	**Final Reading Ordinance C35214 (as amended) relating to historic preservation and the landmarks commission, adopting a new chapter 4.35 to title 4 of the Spokane Municipal Code, amending SMC sections 17D.040.300, adopting a new section 17D.040.310 to chapter 17D.040 of the Spokane Municipal Code and repealing SMC section 17D.040.010, 17D.040.020, 17D.040.030, 17D.040, 17D.040.050, 17D.040.060, 17D.040.070 and 17D.040.080; and amending the title to Chapter 17D.040.** **Council Member Snyder**	**Pass Upon Roll Call Vote**	**ORD C35214**
H2.	**Final Reading Ordinance C35228 relating to licensed marijuana processor extraction requirements; adopting a new section 17F.080.490 to chapter 17F.080 of the Spokane Municipal Code.** **Council Member Snyder**	**Pass Upon Roll Call Vote**	**ORD C35228**

Motion to Approve Advance Agenda for February 9, 2015
(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.

ADJOURNMENT

The February 9, 2015, Regular Legislative Session of the City Council is adjourned to February 23, 2015.

Note: There will be no regularly scheduled City Council meeting held on Monday, February 16, 2015, as this meeting has been canceled in recognition of President's Day.

NOTES

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	OPR 2015-0066
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK CONKLIN 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	4086-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET ORDER
Agenda Item Name	4490 - SOLID WASTE DISPOSAL PURCHASE OF CARBON		

Agenda Wording

Low bid meeting specifications of Michigan Renewable Carbon (Gwinn, MI) for the purchase of activated carbon for use at the Waste to Energy Facility - $116,728.00 for a two year period including tax

Summary (Background)

On 12/8/14 sealed bids were received for Activated Carbon for the Waste to Energy Facility. Five (5) responses were received with Michigan Renewable Carbon being the lowest responsive bidder. After testing a sample of the carbon from Michigan Renewable Carbon it has been determined that it is compatible for use in the Waste to Energy Facility and meets all required specifications. This is a two-year contract with three (3) optional one-year renewals.

Fiscal Impact		Budget Account
Expense	$ 116,728.00	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIMPEL, KEN	**Study Session**	
Division Director	GIMPEL, KEN	**Other**	PWC 1/26/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lbutz@spokanecity.org	
Additional Approvals		tprince	
Purchasing	PRINCE, THEA	Taxes & Licenses	

ACTIVATED CARBON (RE-BID)
BID 4087-14 OPEN: 12/8/14

	UNIVAR 8201 S 212th St Kent, WA 98032	Carbon Activated Corp 250 E Manville St Compton CA 90220 (310) 885-5555 omithad@activatedcarbon.com Omitha Devendra	Michigan Renewable Carbon 513 4th Street Gwinn MI 49841 (443) 838-1782 rbiasetti@biogenicreagents.com Rico Biasetti	Brenntag Pacific Inc. 10747 Patterson Pl. Santa Fe Springs CA 90670 562-903-9626 ltua@brenntag.com Laura Tua	JCI JONES CHEMICAL 1919 Marine View Tacoma WA 98422	BHS Specialty Chemical Products 1717 E Fargo Ave Nampa ID 83687 (208) 466-8437 steve@bhsmarketing.com Steve Rudd	Prominent Systems Inc 13095 E Temple Ave City of Industry CA 91746 (626) 858-1888 dan@prominentinc.com Dan Indrasena
60 ea 900 lb Fluepac more or less	**NO BID**	**$882.00/bg**	**$468.00/bg carbon**	**$1,089.00/bg**	**NO BID**	**$814.50/bg**	**$870.00/bg**
EXCEPTIONS:		**NONE**	**NONE** **Delivered cost is fixed for year #1. Price of carbon fixed for year #1 and #2. Transportation could change in year #2** **** If complete truckload is purchased transportation charge would only be $78.65 per bag or a $3,883.80 savings.**	**YES** **Our product does not meet the specification for BET surface area, but we do not test it on a regular basis. We use Iodine as the standard unit of measure. Our typical property for ignition point is >350C. While our producs do regularly test >400 we put in a safety factor as there are instances where it will fall below 400.** **We provided the product to Waste Management for this site for several years. We understand the situation they had with the super sacks and we have special super sacks in stock for this customer.**		**NONE**	**NONE**
SUB TOTAL		**$52,920.00**	**$28,080.00**	**$65,340.00**		**$48,870.00**	**$52,200.00**
Freight or Deliver Charge			$ 8,602.80				
Sales Tax – 8.7%		$ 4604.04	$ 3,191.40	$ 5,684.58		$ 4,251.69	$ 3,393.00
TOTAL:		**$57,524.04**	**$39,874.20**	**$71,024.58**		**$53,121.69**	**$55,593.00**
Delivery		**7-10 DAYS FRO**	**14 DAYS FRO**	**5-7 DAYS FRO**		**10 DAYS FRO**	**5-7 DAYS FRO**

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 26, 2015

Subject
Value Blanket with Michigan Renewable Carbon, Gwinn, MI, for purchase of activated carbon for use at the Waste to Energy Facility.

Background
Activated carbon is used at the waste to energy facility to inject into the flue gas for mercury and dioxin control.

Request for Bids #4086-14 was issued, and 5 bids were received; BHS Specialty Chemical Products of Nampa, ID; Prominent Systems, Inc. of Industry, CA; Carbon Activated Corporation of Compton, CA; Brenntag Pacific, Inc. of Santa Fe Springs, CA; and Michigan Renewable Carbon of Gwinn, MI. Michigan Renewable Carbon was the lowest bidder. After obtaining samples to determine that the activated carbon was compatible for use in the waste to energy facility equipment and produced the required mercury and dioxin control, it was determined that Michigan Renewable Carbon's product met the required specifications.

The term of the Value Blanket is through January 31, 2017, for a total not to exceed $116,728.00.

Impact
It is required by the Air Operating Permit for the waste to energy facility that pollution control equipment reduce mercury and dioxin released into the atmosphere. Activated carbon injected into the flue gas aids in this reduction. If the pollution control equipment was not operating, the plant would have to shut down or risk violating permit conditions and causing harm to the environment.

Action
Recommend approval.

Funding
Funding is included in the 2015 operation and maintenance budget.

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	OPR 2015-0067
		Renews #	
Submitting Dept	STREET	Cross Ref #	
Contact Name/Phone	GERALD OKIHARA 232-8842	Project #	
Contact E-Mail	GOKIHARA@SPOKANECITY.ORG	Bid #	#4081-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET ORDER
Agenda Item Name	1100 - STREET PURCHASE OF TRAFFIC SIGNAL STANDARDS & LUMINAIRE STANDARDS		

Agenda Wording

Lowest responsive bidder, Valmont Industries, Inc. (Valley, NE) for miscellaneous Traffic Signal Standards and Luminaire Standards - $78,523.79 including tax

Summary (Background)

On 12/8/14 sealed bids were received to provide the City of Spokane Street Department with miscellaneous Traffic Signal Standards and Luminaire Standards. One (1) response was received with Valmont Industries being the lowest responsive bidder. Orders will be placed to supply City construction projects with new signal and luminaire standards and supply City maintenance projects that replace worn or damaged standards. This is for one (1) year with four (4) optional renewals.

Fiscal Impact		Budget Account
Expense	$ 78,523.79	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SERBOUSEK, MARK	**Study Session**	
Division Director	QUINTRALL, JAN	**Other**	PCED 1/15/14
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	TPRINCE	
For the Mayor	CODDINGTON, BRIAN	TAXES & LICENSES	
Additional Approvals			
Purchasing	PRINCE, THEA		

BRIEFING PAPER
PCED
Street Department
December 15th, 2014

Subject:
Value Blanket Purchase Order based on a bid of Traffic Signal Standards & Luminaire Standards from Valmont Industries Inc., for the City of Spokane Engineering Department & Street Department. Estimated annual expenditure is $78,523.79 including tax.

Background:
On December 8, 2014 sealed bids were opened after a formal RFQ to provide the City of Spokane with various types of Traffic Signal Standards & Luminaire Standards. One (1) response was received by Valmont Industries Inc. Orders will be placed as needed during contract term of one (1) year with four (4) one-year renewal options subject to mutual agreement. The total value blanket order period is not to exceed five (5) years. Orders placed will supply City Construction Projects with new signal and luminaire standards. Orders placed will also supply City Maintenance Projects that replace worn or damaged signal and luminaire standards.

Impact:
Over 200 signalized intersections exist in the City of Spokane. Providing City projects with standardized products that meet city specifications will result in timely project completion by minimizing delays as projects sit idle waiting for signal and luminaire standards delivery. The ordering process is simplified and pre-planning for projects is streamlined. The Street Department knows the semi-fixed time for delivery of the products meaning there is no costly inventory to maintain. These savings may last for a period of up to 5 years from the signing of the contract.

Action:
We recommend awarding the Value Blanket Purchase Order to Valmont Industries Inc.

For further information on this subject contact Marc Serbousek, Director of Streets at 232-8810.

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	OPR 2014-0755
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK CONKLIN 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	4074-14
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET ORDER
Agenda Item Name	4900 - SOLID WASTE DISPOSAL INCREASE VB W/HELFRICH FOR BOILER TUBES		

Agenda Wording

Increase Value Blanket Order with Helfrich Brothers (Lawrence, MA) for miscellaneous boiler tubes to be purchased on an "as needed" basis - $500,000.00 - This will make the total amount of this VB $600,000.00.

Summary (Background)

On 11/10/14 City Council awarded Bid #4074-14 for the purchase of misc boiler tubes to Helfrich Brothers. Two responses were received. It was originally estimated that the Waste to Energy Facility would need to purchase approximately $100,000 worth of tubes for repairs and maintenance each year. After these few months of city operations it is now determined that the estimated number of tubes was not adequate. Additional boiler tubes will be required to keep the facility functioning properly

Fiscal Impact		Budget Account
Expense	$ 500,000.00	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	GIMPEL, KEN	**Study Session**	
Division Director	GIMPEL, KEN	**Other**	PWC 1/26/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lbutz@spokanecity.org	
Additional Approvals		tprince	
Purchasing	PRINCE, THEA	Taxes & Licenses	

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
January 26, 2015

Subject
Increase in Value Blanket 300574 with Helfrich Brothers, of Lawrence, MA, for purchase of Boiler Tubes for the waste to energy facility.

Background
Sealed bids for Boiler Tubes were opened on Monday, November 27, 2014, with two responses being received; Helfrich Brothers, of Lawrence, MA; and Boiler Tube Company of America, of Lyman, SC. Helfrich Brothers was the lowest responsive bidder, and was awarded the bid. It was originally estimated that the waste to energy facility would need to purchase approximately $100,000 worth of tubes for repairs and maintenance each year. After these few months of City operations it is now determined that the estimated number of tubes was not adequate. Additional boiler tubes will be required to keep the facility functioning properly.

This increase would add an additional $500,000 to this value blanket.

Impact
Increasing the dollar amount allowed under this Value Blanket will allow the waste to energy facility to acquire the needed boiler tubes throughout the year. Damaged boiler tubes must be replaced to keep the facility functioning.

Action
Recommend approval.

Funding
Funding is included in the 2015 operation and maintenance budget.

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/28/2015
		Clerk's File #	OPR 2015-0068
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BOBBY 625-7001	Project #	
Contact E-Mail	BWILLIAMS@SPOKANECITY.ORG	Bid #	HGAC BUY
Agenda Item Type	Purchase w/o Contract	Requisition #	RE#17186
Agenda Item Name	0440 -FIRE DEPARTMENT PURCHASE OF DISPATCH CONSOLES		

Agenda Wording

Purchase of ten (10) dispatch consoles, flooring and associated equipment from Evans Consoles (Vienna, VA) for the Combined Communications Center - $279,278.74

Summary (Background)

Using an Interlocal Agreement with Houston-Galveston Area Council of Governments (HGAC) the City of Spokane is accessing contract #EC07-14 to purchase this furniture. Due to increasing call volume and peak incident activity, there is a need to expand dispatch positions. The current furniture is out of production and in order to expand to maximum positions allowed based on floor space, new furniture will need to be purchased and installed.

Fiscal Impact		Budget Account
Expense	$ 279,278.74	# 1630-35210-94000-56408
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	WILLIAMS, BOBBY	**Study Session**	
Division Director	WILLIAMS, BOBBY	**Other**	PUBLIC SAFETY - 1/20/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	tprince	
For the Mayor	CODDINGTON, BRIAN	kripley	
Additional Approvals		jatwood	
Purchasing	PRINCE, THEA	mdoval	
		taxes & licenses	

Briefing on Fire Department Items
Public Safety Committee Meeting
January 20, 2015

Informational Items:

- **Ambulance Negotiations Update** – The City and AMR continue negotiations of the new Ambulance Transport contract. It is anticipated that a draft contract would be brought forth to City Council for approval in February.

- **Entry Firefighter Positions -** The Department hired 20 individuals and the new recruit class began on Monday, January 5th. It is anticipated that the class will graduate and be ready for station assignment in the May timeframe.

- **Service to SW Spokane** – Upon the completion of the recruit training the FD will begin initiating modified service delivery SW Spokane. The FD is evaluating locations for a temporary fire station operation as well as a permanent fire station site for development. As locations are selected, the FD will likely be bringing forth agenda items for land purchases.

- **EMS Service Delivery Improvement** – Beginning Monday, January 5th, two additional SFD Engine Companies were staffed with Paramedics 24/7 bringing the total number of primary response ALS (Advanced Life Support) units within the FD to thirteen (13). Station 14 at 18th and Ray, as well as Station 16 on Assembly by Dwight Merkel Field, began providing ALS service as the FD continues progress towards the goal of providing ALS service from all 15 fire stations. This change in service delivery was achieved through strategic investments in capital, a collaboration with the INHS Paramedic Program and Integrated Medical Program. Eight (8) Paramedics Qualified personnel from other assignments within the FD were relocated to achieve the coverage. Besides providing closer proximity of Paramedic level service in these fire station areas, the service delivery enhancement also reduces the response of a second FD unit that was previously bringing a FD Paramedic to the scene of the Medical emergency. This reduces the extra movement of fire apparatus and maintains the availability of the second FD unit for other calls for service. The FD will continue to pursue the goal of placing Paramedics at the last two remaining stations as well as additional strategic adjustments to provide the most integrated and clinically superior care over the next 12 to 24 months.

- **CCC (Combined Communications Center) Dispatch Consoles** – In conjunction with 9-1-1, the CCC has been reviewing console furniture in order to expand the number of console positions in the CCC. The CCC began operation in the new building over 10 years ago. Currently there are a total of six dispatch positions on the floor and due to increasing call volume and peak incident activity, there is a need to expand dispatch positions. The current furniture is out of production and in order to expand to the maximum positions allowed based on available floor space, new furniture will be purchased and installed. At the time of install, new flooring will also be installed. Purchase is anticipated through the HGAC (**H**elping **G**overnments **A**cross the **C**ounty Buy) agreement and will be paid from CCC replacement funds (anticipated expenditure to be approximately $275,000). This is to give the Council a heads up since this item will likely be coming forward to Council as an agenda item between now and the next Public Safety Committee meeting.

City Council Agenda Items:

- **Purchase of Defibrillators**: - The FD is requesting the approval of the sole source purchase of four (4) LifePak 15 (LP15's) monitor/defibrillator units and associated equipment through Physio-Control, Inc. of Redmond, WA. The reason for the sole source purchase is that all other Debif unit used by SFD are LP 15's made by Physio-Control, so the equipment, operations and training must be interoperable. The total amount of the purchase will be approximately $173,000 and will be funded by the 2015 FD Operating budget along with some SIP Capital funds. The purchase is necessary for expanding ALS service and to provide minimal Defib backup. Note: Additional monitor/defibrillator unit purchases will come forward as funding becomes available.

- **Emergency Budget Ordinance** – The FD is requesting the approval of an EBO that will allocate $50,000 received through a contract with Better Health Together (BHT) for CARES services that will provide funds to increase the CARES Social Response Manager position from .5 FTE to 1.0 FTE. As was discussed during the 2015 budget process, the increase of the CARES Social Response Manager position to a Full Time position was a recommendation of the EMS Subcommittee of the Mayor's Fire Task Force. The need for this increase in the FTE allocation is due to the fact that the CARES program has continued to expand the number of students as well as its services, collaborating with Hotspotters, Spokane Community Court, WSU Doctor of Pharmacy Program and the WSU School of Nursing. Note: Even though this agenda item will not be before Council for approval until February 2nd, it is requested that the effective date be January 26th so the employee's benefit coverage would not be delayed for an additional month.

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/22/2015
		Clerk's File #	OPR 2015-0069
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN DUVALL 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - BENNETT BLOCK - 530 WEST MAIN AVENUE		

Agenda Wording

Recommendation to list the Bennett Block, 530 West Main Avenue, on the Spokane Register of Historical Places.

Summary (Background)

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

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	QUINTRALL, JAN	**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lmeuler@spokanecity.org	
Additional Approvals		mduvall@spokanecity.org	
Purchasing		amcgee@spokanecity.org	
		evance@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Bennett Block – 530 W. Main Avenue

FINDINGS OF FACT

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

- Built in two parts in 1890 and 1892, the **Bennett Block** meets the 50-year age criteria established for listing in the Spokane Register.

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

- The **Bennett Block** is nominated under Criteria A and C.
    - The Bennett Block is significant under **Criterion A – a property associated with events that have made a significant contribution to the broad patterns of Spokane history**. The three-building Bennett Block meets the requirement under Category A in the area of "commerce" as one of a first group of three contiguous adjoined buildings erected during the reconstruction of Spokane after the devastating 1889 fire. The Bennett Block is also **significant under Criterion C – architecture**. The property further meets requirements for Category C in the area of "architecture" associated with the building's 1890-1892 vernacular commercial design and the professional architects who rendered the designs. The three adjoined buildings were designed by prominent pioneer architects John K. Dow, Loren L. Rand, and Hermann Preusse.

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

- The Bennett Block has changed over time – significantly in regards to the "Star Hotel" building which is flanked by the Lockhart Building on the north and the Bennett Building to the south. That particular building has been changed significantly over the years and would not be eligible individually. However, both the Bennett Block and the Lockhart Building retain good integrity in terms of location, design, materials, workmanship and association and because these buildings are being considered as one unit, overall they do convey the historic identity of the block. Storefront changes have occurred on the Bennett Block as early as 10 years after it was built and storefronts have continued to evolve all the way up to 2014.
- Eligible for listing on the Spokane Register of Historic Places under Category A as a rare example of three contiguous buildings erected just after the 1889 fire, the Bennett Block remains

a prominent presence in downtown Spokane's streetscape and as a symbol of the triumphant efforts of the people who rebuilt the city after the most destructive fire in Spokane's history.

- The Bennett Block is also eligible under Category C as a vernacular commercial block made up of three individual buildings designed by prominent pioneer architects: Dow, Rand and Preusse.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission has evaluated the **Bennett Block** according to the appropriate criteria and recommends that the **Bennett Block** be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:
Resurvey & Addition Spokane Falls, all of Lot 6 & West ½ Lot 7, Block 10

Parcel Number 35184.1905, is governed by a Management Agreement between the City of Spokane and the Owner(s), Dru Heiber (JGFH LLC), of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

_____

Dated: _____

Historic Preservation Officer

Tyler M K Dull

Dated: 1/22/15

City Clerk No. 2015-0069

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21st** day of **January 2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **JGFH LLC (Dru Hieber)** (hereinafter "Owner(s)"), the owner of the property located at **530 W. Main Street,** commonly known as the **Bennett Block** in the City of Spokane.

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

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

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

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

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

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

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

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

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

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

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

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

Here

Here

Owner

Owner

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 21st day of January, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DRUSILLA HIEBER _____, 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 21st day of JANUARY, 2015.

ADRIA MCGEE
Notary Public
State of Washington
My Commission Expires
February 15, 2017

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

February 15, 2017
My commission expires_____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2015, 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 _____, 2015.

_____
Notary Public in and for the State
of Washington, residing at Spokane
My commission expires_____

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

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

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

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

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

Spokane Register of Historic Places
Nomination

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

1. Name of Property

Historic Name and/or Common Name	**BENNETT BLOCK**

2. Location

Street & Number	530 W. Main Street
City, State, Zip Code	Spokane, WA 99201
Parcel Number	35184.1905

3. Classification

Category	**Ownership**	**Status**	**Present Use**	
X_building	__public	__occupied	__agricultural	__museum
__site	X_private	X_work in progress	X_commercial	__park
__structure	__both		__educational	__religious
__object	**Public Acquisition**	**Accessible**	__entertainment	__residential
	__in process	X_yes, restricted	__government	__scientific
	__being considered	__yes, unrestricted	__industrial	__transportation
		__no	__military	__other

4. Owner of Property

Name	JGFH LLC (Dru Hieber)
Street & Number	206 N. Howard
City, State, Zip Code	Spokane, WA 99201
Telephone Number/E-mail	509-624-9406, 509-435-6578 cell, dru@hieberproperties.com

5. Location of Legal Description

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

6. Representation 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

Architectural Classification	Condition	Check One
(see nomination, section 8)	X excellent	__unaltered
	__good	X_altered
	__fair	
	__deteriorated	**Check One**
	__ruins	X_original site
	__unexposed	__moved & date_____

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

8. Spokane Register Categories and Statement of Significance

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

X 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.

X 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.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property	Less than one acre.
Verbal Boundary Description	Resurvey & Addition Spokane Falls, all of Lot 6 & west ½ Lot 7, Block 10.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning
Street, City, State, Zip Code	501 West 27th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	January 21, 2015

12. Additional Documentation

Map	City/County of Spokane current plat map.
Photographs	Black & white prints, CD-ROM color images.

13. Signature(s) of Owner(s)

14. For Official Use Only

Date nomination application filed: _____

Date of Landmarks Commission Hearing: January 21, 2015

Landmarks Commission decision: January 21, 2015

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.

1/22/15

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

Date

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Bennett Block in 1921
(MAC photo archive L83-113.137)

Bennett Block in 2014

SECTION 7

DESCRIPTION OF PROPERTY

Narrative Description

Built in 1890 and 1892, the Bennett Block is the name given to a property composed of three adjoined contiguous historic commercial buildings in Spokane, Washington's central business district. Sited as one property on the northeast corner intersection of Main Avenue and Howard Street in the heart of the city's merchant and commercial district, the Bennett Block is visually prominent due to its busy downtown corner site and the overall mass and multi-story height of its three adjoined buildings. The property is a fine example of unreinforced vernacular brick masonry commercial construction, and is articulated with red pressed brick, shaped parapets, arched windows, decorative granite detailing, terra cotta embellishment, and original multi-hued stained-glass transom lights. The Bennett Block property and two subsequent modifications have achieved historic significance. In 1967, two pedestrian bridges (skywalks) were built onto the building's southwest angled façade corner at the second story, and in 1978, the three buildings that make up the Bennett Block were joined together in the interior as one structure. Retaining good exterior architectural integrity, the Bennett Block conveys historic turn-of-the-century building practices popular when the property was constructed and illustrates original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

The Bennett Block is located on all of Lot 6 and the west ½ of Lot 7 on city Block 10 in the Resurvey & Addition to Spokane Falls. The property is identified by the United States Post Office as street addresses 524-530 W. Main Avenue and 202-214 N. Howard Street. Spokane County Tax Assessor records identify the property as undivided tax parcel number 35184.1905.[1] Sited on level grade on the corner of Main Avenue and Howard Street, the Bennett Block comprises all of the space offered by the one and ½ city lots on which it is built except for paved public sidewalks located along Main and Howard. The property measures 90.24 feet wide along Main Avenue and 142.48 feet deep along Howard Street.[2] The Bennett Block abuts an adjacent historic two-story brick building (now Rocky Rococo Pizza) to the east, a narrow paved alley to the north, and is surrounded by a combination of historic and non-historic multi-story brick and concrete commercial buildings, a multi-story parking garage, paved parking lots, and a grid work of wide paved city streets in Spokane's downtown business district.

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[1] Spokane County Tax Assessor. Spokane County Courthouse, Spokane, WA. From 1890, the property has remained undivided, and is identified as one parcel with one parcel number.
[2] Ibid.

1890 Bennett Building (524-530 W. Main Avenue)

In 2014, the current appearance of the Bennett Block reveals the property is composed of three adjoined historic buildings. Built in 1890 as one of the three Bennett Block buildings, the Bennett Building is located in the south ½ of Lot 6 and a south portion of Lot 7 as the building fronts south on Main Avenue, west on Howard Street, and southwest at the corner of Main and Howard. The building has a flat roof with a shaped parapet and projecting square parapet corners, a stone foundation, and is made of unreinforced red brick masonry construction. A name plate framed in a false gable-shaped brick and terra cotta parapet in the building's angled southwest corner bay was constructed when the building was erected and contains the appellation "BENNETT BLOCK 1890." To avoid confusion, the appellation singularly refers to the Bennett Building, which was called a "block" as buildings were sometimes named at the beginning of the 20th century. Today the name "Bennett Block" refers to all three adjoined buildings.

The Bennett Building's south façade has five bays with multiple 1/1 double-hung windows arranged in symmetrical window patterns. The west façade has three bays with 1/1 double-hung windows arranged in symmetrical window patterns, and the angled southwest corner bay has one 1/1 double-hung window each on the second floor and the third floor. At the south and west façades, a corbelled brick cornice is located beneath the parapet, and a horizontal stringcourse made of decorative terra cotta with a floral design separates the cornice from the third floor. The third floor at the corner bay and at the south and west facades has a wrap-around semi-circular stilted arch arcade joined by a terra cotta stringcourse. Radiating brick vousoirs cap the arched 1/1 windows on the third floor. The second floor has rectangular windows with transom lights. Additional terra cotta stringcourses separate the third floor from the second floor, and the second floor from street level. At street level, five recessed commercial bays front the building along Main Avenue at the south façade, and three recessed commercial bays front the building along Howard Street at the west façade. The angled southwest corner bay at Main and Howard has a recessed entrance with twin entry doors at street level. Each recessed commercial bay is finished with dark brown-tinted metal-framed display windows and metal-framed glazed entry doors installed in 1978. Dark brown-tinted metal panels cover original transom and clerestory areas above the recessed bays. The interior of the Bennett Building included commercial merchandise bays on the first floor and hotel rooms on the second and third floors. In 1978, the second floor was modified with a wide hallway at the west wall of the building, and hotel rooms and hallways were altered for use as office and commercial space. The third floor hotel rooms were joined and remodeled for use as apartments before 1978 and again in 1978.

Measuring 25 feet wide and 78 feet deep, a three-story brick masonry construction addition was built on the rear northeast corner of the Bennett Building in 1892. A narrow alley and light well separated the west wall of the addition from the east rear of the

Lockhardt Building and Star Hotel Building. In 1978, the opening to the narrow alley-light well was closed at the north, and the light well was incorporated into a commercial space at the second floor. Skylights were built over the alley/lightwell and illuminate the commercial area.

1890 Lockhardt Building (214 N. Howard Street)

Historically called the Lockhardt Building, the narrow three-story structure was built in 1890 and is located in the north end of the Bennett Block on Lot 6. As previously mentioned, the Lockhardt Building was joined together with the two adjacent south adjoined buildings through a 1978 remodel. All three buildings are commonly called the Bennett Block and share common walls with interior halls and doors. The Lockhardt Building is 24 feet wide as it fronts Howard Street and 60 feet deep along a narrow alley. The narrow paved alley abuts the Lockhardt Building at its north face. At its south wall, a two-story brick building (part of the Bennett Block property) shares the wall where it adjoins the Lockhardt Building. The Lockhardt Building is made of unreinforced brick masonry construction with a flat roof and stone foundation, and has a shaped parapet with projecting square corners, a decorative brick cornice, and two front-facing bays defined and separated by brick pilasters above street level. Windows on the second and third floors are distinguished as paired multi-paned units with two pairs per floor. Each window pair is separated by a sculpted granite mullion (vertical bar) and anchored by prominent rough-textured granite lintels and granite window sills. The granite lintel and sill designs extend horizontally over the brick pilasters to form horizontal stringcourses that visually separate the street level from the second floor, and the second floor from the third floor. The building's west façade at street level is prominently distinguished by operable transom windows located over a recessed and canted front entrance. Remarkably, the decorative, operative transom windows retain their original 1890 geometric-patterned, multi-colored stained glass lights. The north face of the building along the narrow adjacent paved alley reveals symmetrically patterned arched windows on the first, second, and third floors. Windows at the second and third floors are multi-paned window pairs while first-floor windows are single rectangular frames covered and finished with painted wood to deter break-ins.

1892 Star Hotel Building (208-212 N. Howard Street)

In 1892, a one-story brick building was built alongside the south wall of the Lockhardt Building, and a two-story brick building was built between the one-story brick building and the next south Bennett Building. All four buildings shared adjacent common side walls. Between 1909 and 1921, a second story was added to the one-story building. Sometime after 1924 but before 1948, both two-story brick buildings were combined and modified for use as one three-story commercial brick masonry construction building with a flat roof, a decorative brick cornice, three recessed storefronts, and 1/1 double-hung, wood-sash windows arranged symmetrically.[3] The property operated as the Star Hotel. In 1978, the third story of the Star Hotel Building was removed. The second floor of the

[3] Hyslop, R. B. *Spokane's Building Blocks.* Spokane: Standard Blueprint, 1983, p 20.

Star Hotel Building was rebuilt and aligned with the second floor of the Bennett Building, and rectangular 1/1 double-hung, wood-sash windows that matched those on the Bennett Building were installed in the Star Hotel Building.

ORIGINAL APPEARANCE & MODIFICATIONS

The earliest image of the Bennett Building located at the southwest corner of the Bennett Block property featured an artist's rendering in the August 5, 1890 anniversary edition of the local *Spokane Falls Review* newspaper. The artist's 1890 rendering pictured the absence of any commercial bays along the building's west façade—very different from today in 2014. A few years later, a circa-1900 photograph of the Bennett Building pictured the same southwest façade but improved with street level commercial bays and display windows at the west face. A 1921 photograph revealed a complete remodel of the west façade's street level design, which included a row of display windows and a recessed canted entrance at the north end of the building. Changes occurred in 1948 when the west, south, and southwest angled bay transom windows above street level commercial bays and recessed entrances were covered with a continuous band of painted wood. Pictured in a 1948 photograph, the continuous wood band did *not* differentiate division points between the building's commercial bays.

All three buildings that comprise the Bennett Block have been modified several times since 1948. The most significant modifications occurred in 1967 and 1978. In 1967, the multi-story Parkade Plaza Parking Garage was built with a covered skywalk/pedestrian bridge located over West Main Avenue to the Bennett Building, where it attached to the building's second floor southwest corner angled bay. A second skywalk was built from the Bennett Building's second-story angled bay to the Bon Marche Department Store, west over Howard Street. As the first covered skywalks built over Main Avenue and Howard Street in Spokane, the Bennett Building and its attached skywalks have achieved historic significance since 1967.

In 1978, the three adjoined buildings of the Bennett Block were remodeled. A 1978 Spokane County Tax Assessor photograph revealed the 1948 continuous band of wood over transom spaces was replaced with commercial bay-specific shorter bands of wood panels that covered transom window areas above storefronts for each commercial bay. The wood panels were designed to hold advertisement signage for interior commercial businesses. Wood panels with the same design were installed over transom windows on all three adjoined buildings of the Bennett Block, resulting in a contiguous signage panel design that visually unified the south and west facades and the angled southwest corner of the entire three-building Bennett Block. As previously mentioned, second floor windows on the Star Hotel Building were replaced with windows that matched the design and height of second-story windows at the west facade of the Bennett Building, and the interior of all three buildings was modified to include large openings and wide hallways between the buildings. Original room configurations and finishes (lathe and plaster) were removed and replaced with first- and second-story shops and offices. First-floor shops

and offices were accessible from street level, and second-story shops were accessible from wide hallways on the second floor. The third floor of the Bennett Building was left vacant with remnants of numerous previous remodeling efforts when the space was formerly used at different times as a series of offices and apartments. In 1978, a large square elevator tower with an electric elevator was built as a diagonally attached addition to the northeast rear corner of the Star Hotel Building. The elevator in the tower opened to a hallway that led north at the third floor to offices in the Lockhardt Building. At the second floor, the elevator opened north to additional offices in the Lockhardt Building and southwest to a long, wide hallway on the west wall of the Star Hotel Building and the Bennett Building. Offices and shops were located east adjacent to the hallway (an indoor mall). A short flight of stairs led up to the third floor in the Bennett Building, which contained vacated office space and apartment room remnants.

The Bennett Block's three adjoined buildings were remodeled and repaired again in 2014. Original existing brick cladding and terra cotta was repaired. Second and third floor windows were replaced with a combination of aluminum-clad wood 1/1 units and multi-paned units custom-made with the same sash widths, reveal depths, and muntin/mullion designs of the original windows.[4] Dark brown-tinted metal panels replaced existing damaged, deteriorated, rotted wood signage panels that covered original transom spaces from the 1978 remodels. The wood and metal entry door/display window systems at street level commercial bays were painted dark brown to match the metal signage panels. 1978 wood planter boxes located in front of storefronts were removed. Interior spaces are not leased as they are currently under construction.

[4] New windows installed on floors two and three of the Bennett Block in 2014 match the type of window replacements approved by the National Park Service, United States Dept of the Interior, for a certified tax project at the Realty Building, 242 W. Riverside Avenue, in Spokane, WA in 2014.

SECTION 8

Areas of Significance	*Commerce and Architecture*
Period of Significance	*1890-1965*
Built Dates	*1890 and 1892*
Architects	*J.K. Dow (Bennett Building)*
	H.Preusse (Lockhardt and Star Hotel Buildings)

STATEMENT OF SIGNIFICANCE

Summary Statement

Historically significant, the three-building Bennett Block meets requirements for Spokane Register Category A in the area of "commerce" as one of a first group of three contiguous adjoined buildings erected during the reconstruction of Spokane after the devastating 1889 fire. The period of significance for the Bennett Block begins in 1890 and 1892 when the three buildings were erected and ends in 1965, the date of the 50-year mark. In 1967 the Bennett Building (one of the three buildings that comprise the Bennett Block) was modified when the first covered skywalks over West Main Avenue and North Howard Street in downtown Spokane were attached to the building's southwest corner bay from the Parkade Plaza Parking Garage, Spokane's first parking garage built with a skywalk/pedestrian bridge system. The garage, its skywalk system, and the skywalk attached to the Bennett Building have gained their own historic significance independent of previous significance achieved by the Bennett Building and the three-building Bennett Block. Today, as a rare example of three contiguous buildings erected just after the 1889 fire, the three-building Bennett Block remains a prominent, distinctive, and important presence in downtown Spokane's historic streetscape, and it honors the triumphant efforts of the people who rebuilt Spokane after the city's largest and most destructive fire. The property further meets requirements for Category C in the area of "architecture" associated with the building's 1890-1892 vernacular commercial design and the professional architects who rendered the designs. The three adjoined buildings were designed by prominent pioneer architects John K. Dow, Loren L. Rand, and Hermann Preusse, three of the earliest and most prolific professional architects to practice in Spokane. The parking garage and attached skywalk were designed by Warren Heylman, a prominent professional architect who continues to practice in Spokane in 2014. With both historic and architectural significance, the Bennett Block is eligible for listing on the Spokane Register of Historic Places under Categories A and C.

HISTORIC CONTEXT

Spokane began in the 1870s with little more than a sawmill, a flour mill, and a few fur trappers, farmers, and pioneers who all settled around the banks of the Spokane River and its powerful waterfalls. Coupled with mining discoveries east and north of Spokane, and development of the area's timber, agriculture, and water power resources, the city's population increased from 3,500 to 20,000 in 1889 as employment possibilities grew.

Shacks, homes, rooming houses, apartments, and hotels were quickly built on every available piece of land. Downtown Spokane buzzed with a variety of commercial buildings, industrial warehouses, barns, dwellings, and a daily influx of people. A quick business count at that time revealed six banks, 12 blacksmiths, 15 barbers, four cigar factories, ten lunch counters, 16 restaurants, three theaters, 30 groceries, 30+ real estate offices, and more than 40 saloons operating in Spokane at the time.[5] A great majority of the buildings and structures were made of wood frame construction, a highly combustible material but easily constructed and quickly erected.

With no advance warning on a hot summer day in 1889, a massive fire swept through downtown Spokane, destroying more than 30 downtown city blocks in the city's central business district.

> *A Sunday morning, particularly a hot, languorous one like August 4, 1889, would have been one of the few times things were quiet. Even the little flame that started up in a restaurant by the railroad depot seemed lazy. A man who saw it right after it started said a stream from a garden hose would have put it out easily. But there was no stream forthcoming. The water that fed all the city's new fire hydrants (a matter of considerable pride) had been shut off, and the only man who seemed to know how to turn it on was out of town. The flame grew, lept across the street, took hold in a row of wooden buildings, then spread through the whole block. Some buildings were dynamited in an effort to cut the blaze off. When that had little effect, it became apparent that nothing was going to stop the blaze. The population, all except the two who died in the flames, escaped across the river or out into the fields. As night fell the fire crested over the roofs of the city and shot burning timers into the air like rockets. Only some quick dousings saved the buildings on the north side of the river.*[6]

The fire's devastation was enormous but the citizens of Spokane bravely and enthusiastically committed to rebuilding their downtown. Amidst the burning embers, they immediately began a reconstruction of the city. One year later in August 1890, a local newspaper, the *Spokane Falls Review,* published an anniversary edition which gave a "complete record of the tangible results of the energy and confidence of the citizens of Spokane" with a list of all buildings "erected in the business portion of the city since the great fire of August 4, 1889." Article headlines read:

SIX MILLION [DOLLARS]
A GRAND RECORD OF YEAR'S GROWTH
BRICK AND GRANITE—OVER 150 BRICK BUILDINGS SINCE THE FIRE
A MIGHTY FAITH IN SPOKANE

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[5] Stimson, William. *A View of the Falls: An Illustrated History of Spokane.* Northridge, CA: Windsor Pub, 1985, p. 33.
[6] Ibid, p. 33

MAGNIFICENT [BUSINESS] BLOCKS COVER ALL THE OLD FIRE RUINS OF A YEAR AGO

The newspaper listed a summary of rebuilding costs by streets for the city's downtown commercial core:

Riverside Avenue	*$2,607,000*
Main Avenue	*1,424,500*
Sprague Avenue	*810,000*
Howard Street	*402,400*
First Avenue	*264,000*
Front Avenue (Spokane Falls Blvd)	*95,000*
Second Avenue	*93,500*
Other streets	*181,000*

The *Spokane Falls Review* further reported Spokane spent $6 million for the construction of "business blocks" (sometimes used to refer to commercial buildings) after the fire, and was preparing "for even greater expenditures in the same line." The newspaper stated that "in the face of so many buildings being thrown open at about the same time, it is a noticeable fact and a most encouraging sign of the times that all of them are rapidly filling up with tenants. No sooner is a building ready for occupancy than the rooms and stores are immediately rented."[7]

The destructive effects of the 1889 fire rendered a need for fire protection, which was enforced by rewritten municipal fire and building codes. Most of the buildings lost to the fire were wood frame construction which led to an interest in stronger fire-retardant materials like stone and brick. Load-bearing masonry walls were introduced, and masonry (brick or stone) became the primary material used to rebuild Spokane. As quoted in *Spokane Skyline: A Century of Architecture, 1889-1989,* a description of the city's new buildings in an 1892 newspaper reported "Spokane's business blocks [buildings]...are widely known for their superiority in capacity and architectural beauty, all being well-built of pressed brick, terra cotta, and granite upon a natural foundation of bedrock..."[8]

The Bennett Block's Lockhardt Building

In 1887, Louis Lockhardt, and his wife, Clara Lockhardt, purchased the north 24 feet of Lot 6 on Block 10 in the Resurvey & Addition to Spokane Falls in the center of the city's central business district at the northeast corner of West Main Avenue and North Howard Street. At that time Howard Street was considered one of finest streets in downtown Spokane, and was recognized as the epicenter of Spokane's business and merchant

[7] "Six Millions." *Spokane Falls Review,* 5 Aug 1890.
[8] EWSHS. *Spokane Skyline: A Century of Architecture, 1889-1989.*

commercial district.[9] The property was addressed as 214 N. Howard Street and was built with a brick building, called the Rima Block, where Lockhardt housed a jewelry shop and plied his trade as a jeweler. Two years later, the 1889 fire destroyed the brick Rima Block, including Lockhardt's jewelry shop. With a quiet resilience and resolve, Louis Lockhardt replaced his lost investment and erected a new brick masonry construction building, called the Lockhardt Building. Five short months after the fire, a *Spokane Falls Review* newspaper article dated January 1, 1890 prominently listed Lockhardt's new building as a "three-story store and office building" located on "Howard Street between Main and Front (Spokane Falls Blvd)" with a "pressed brick front and granite trimmings"...built for a cost of "$20,000." Lockhardt leased the building's commercial bay at street level to the Isaac Baum & Company, wholesalers of paints and glass. The company was owned by Spokane carpenters E. J. Brickell and Isaac Baum, who later became a registered architect in Spokane. In 1893-94, a nation-wide economic depression drained Spokane, where it reversed and ruined many financial fortunes and business establishments. At that time, the Inland Realty Company in Spokane assumed management of the Lockhardt Building. The company leased the first floor's commercial bay to the Tormey & Moran Saloon in 1899, the Alex T. Johnson Saloon in 1901, and the J. L. Hagen Company Saloon in 1904-1909. Second and third floor rooms in the building were leased as furnished hotel rooms to residents in search of housing. In 1909, successful Spokane businessman John G. F. Hieber bought the property.

The Bennett Block's Bennett Building

Bascomb H. Bennett was born in Oregon in 1859, came to Spokane in 1880, "accepted the position of manager of the mercantile and banking business of A. M. Cannon," and married the "boss's daughter." Bennett's boss and new father-in-law, Anthony M. Cannon, was one of the most noted pioneers in Spokane, a town he helped plat and build. An 1889 promotional booklet, called *Western Progress,* offered the following summary of B. H. Bennett before the 1889 fire:

> *The Grand and Arlington Hotels...are classed among the finest and most substantial buildings in the city. The Grand [Hotel], which is under the direct management of Mr. Bennett, is especially noted for its general excellence. One block eastward on Main Avenue at the corner of Howard [Street] is the Arlington Hotel, which is owned by Mr. Bennett. He is occupied as the cashier of the Bank of Spokane Falls, in which capacity he is an expert. Mr. Bennett is one of the rich young men of the town. He is a shrewd businessman and an enterprising citizen. Though successful in the past, a still brighter future opens up for him.*[10]

[9] Ibid.
[10] Hook, Harry H. and Frances J. McGuire. *Western Progress: Spokane Falls Illustrated Promotional Publication.* August 1889.

Except for the north 24 feet of Lot 6, owned by Louis Lockhardt, Bennett bought the remaining property in Lot 6 and the west ½ of Lot 7, Block 10, in the Resurvey & Spokane Falls Addition in 1887 and 1888. Located on the southwest corner of the lots and addressed as 524-530 W. Main Avenue and 202-212 N. Howard Street, was the Arlington Hotel, a four-story brick hotel built in 1888, managed by Bennett, and valued at $100,000.[11] Less than a year later, the Spokane Fire of 1889 razed the property and destroyed the Arlington Hotel.

Protected by insurance, Bennett rebuilt on the same ground where the Arlington Hotel was located. An artist's rendering of Bennett's proposed hotel building was prominently featured in the August 5, 1890 anniversary edition of the *Spokane Falls Review.* The article reported a building called the Bennett Block (at that time, the term "block" was sometimes used instead of the word "building") erected at the "northeast corner of Howard [and Main] and is B. H. Bennett's three-story brick block. It will be completed August...size 64 [feet] by 90 [feet]...cost $40,000."[12]

The Bennett Building operated as the Savoy Hotel on the second and third floors with a street-level entrance on Main Avenue. Various saloons, restaurants, cigar shops, and a drug store occupied first-floor commercial bays, including the Snow Shoe Saloon in 1899, William Carroll Cigars & Tobacco in 1900, the Takahashi Restaurant in 1901-1906, and the Shepherd-Vincent Company Cigars & Tobacco in 1903. The Dr. W. Norton Davis Medical Company leased space on the second floor in 1904-1909, and the Savoy Hotel operated from the third floor at that time. The Japanese restaurant was replaced by the Atwood Restaurant in 1908, and the Archie Grant Restaurant and Zachopalos Greek Restaurant in 1909.

The Bennett Block's Star Hotel Building

In 1892, a one-story brick building and a two-story brick building were erected between the Lockhardt Building and the Bennett Building. The two small brick buildings were identified with addresses 208, 210, and 212 N. Howard Street. The buildings' commercial bays at street level held saloons and restaurants, and upper rooms in the two-story building were rented as lodgings. Sometime between 1909 and 1921, a second story was built on the one-story brick building, and both brick buildings operated as the Star Hotel. Business was brisk and between 1924 and 1948, a third story was built on the brick buildings, and facades were modified and united as one building.

Located at the corner of Howard Street and Main Avenue, Hieber's three adjoined buildings that comprised the Bennett Block faced changes, beginning in 1916 as Spokane prohibition of alcoholic libations stopped the operation of saloons and bars, which were replaced by restaurants, cafes, and other businesses. In 1925, the Angel Contos Shoe Shining Parlor replaced a saloon in the Bennett Building. In 1929, the A-1 Drug

[11] Ibid.
[12] "Six Millions." *Spokane Falls Review,* 5 Aug 1890.

Company replaced the shoe parlor in the southwest corner bay at 530 W. Main Avenue, and Lauber's Women's Furnishings and Hoesly's Hardware Store occupied the two commercial bays next east along Main Avenue. The Star Hotel remained in service at 210 N. Howard Street. The second and third-floor rooms in the Lockhardt Building were called the Newport Hotel, and the first floor was leased to a restaurant. By 1932, the Savoy Hotel in the Bennett Building was under new management, was remodeled, and was called the Adlon Hotel Apartments. The A-1 Drug Company occupied the southwest street level corner of the building, and Hertzka Crockery, Hoesly's Hardware Store, and Lauber's Women's Furnishings leased space in commercial bays along Main Avenue. David Shanahan owned a barber shop in the north end of the Bennett Building. The Star Hotel Building shared hotel rooms with the Adlon Hotel, and was occupied at street level by the Little Rock Café and H. D. Lacomy Photographer. The Lockhardt Building leased space to the Albert Beck Shoe Shop at the first floor while upper rooms housed lodgers.

In 1940, prominent Brooks Clothiers for Men leased the commercial bay in the southwest angled corner bay of the Bennett Building at 530 W. Main Avenue. The Adlon Hotel operated from the second and third floors of the building. Next north, the adjacent Star Hotel Building shared some of its hotel rooms with the Adlon Hotel, and rented street-level commercial bays to the Little Brick Café, Mathew Ryan Barbershop, and Henry Lacomy Photographer. The Lockhardt Building leased the main floor to Frank Pappas Hat Cleaner and to the New York Shoe Shine Parlor. Upper floors housed lodgers.

By 1980, Brooks Men's Shop in the Bennett Building was called the Brooks Department Store for Men (530 W. Main). Commercial bays along Main Avenue in the Bennett Building were occupied by Jay Jacobs Women's Clothing, the Red Wing Shoe Store, and the Spokane Uniform House. The Star Hotel Building leased street-floor commercial space to Dr. John Edwin Dentist Company and to the law firm Frederickson Maxey Bell & Stiley, and upper story rooms continued to be leased as apartments. By 1985, Adlon Apartment rooms were vacated in the Bennett Building and the Star Hotel Building. Clothing, footwear, tobacco products, indoor house plants, boutique clothing, and offices were located on floors one and two in the Bennett Building. By the 1990s, Mizuna Restaurant leased ground floor space in the Lockhardt Building, and Hieber Properties continued to manage their offices in the building's third floor. In 2014, no tenants leased space in the Lockhardt Building's second floor and in the Bennett Building and the Star Hotel Building due to interior remodeling efforts.

John G. F. Hieber (1864-1941)

In October 1909, prominent Spokane businessman and real estate developer, John G. F. Hieber, began buying financial interests in the Bennett Block property. By 1928, Hieber owned all of the Bennett Block property (Lot 6 and the west ½ of Lot 7) as well as next adjacent east Lots 8, 9, 10 and the east ½ of Lot 7. He began to develop the Lockhardt Building, the Star Hotel Building, and the Bennett Building as one property comprised of the three adjoined buildings.

Johann Georg Friedrich Hieber was born in 1864 in Bopfingen, Germany, became a licensed and certified brewmaster, and built the John G. F. Hieber Brewery in 1890 in Spokane, Washington. As the brewery grew at the corner of Second Avenue and Cedar Street, it had different names, including the Hieber Brewing & Malting Company, the Inland Brewing & Malting Company, and Bohemian Breweries Incorporated. When prohibition in the 1920s stopped the production of beer and alcoholic beverages, Hieber made pickles and sauerkraut for a few years, and purchased real estate along railroads from Spokane to Idaho, Montana, and Oregon. Johann G. F. Hieber died in 1941, but his business dealings were maintained and managed by his sisters until his son, John G. F. Hieber II, resumed the management and development of his father's holdings after returning from World War Two.

John G. F. Hieber II (1923-2007)

Heiber's son, John G. F. Hieber II, continued to manage and develop his late father's business interests in downtown Spokane, including the Parkade Plaza Parking Garage and the 1974 World Exposition buildings in Spokane (Expo '74). In 1978, Hieber modified and joined the Bennett Building, the Star Hotel Building, and the Lockhardt Building, and officially called the three-building complex the Bennett Block. He trained and employed his daughter, Dru Hieber, and taught her to direct and manage his company, called Hieber Holdings. When he died unexpectedly in 2007, Dru Hieber calmly resumed careful management of Hieber-owned properties and business interests. Dru Hieber recalls learning many things from her father, including attention to "detail, compassion, and to be thrifty." Grateful for his training and education, she remembers him as a "great teacher, very strict and precise," and grieves for him as she says, "He was my life, my mentor, and my friend."[13] The Bennett Block continues to be recognized as a downtown Spokane landmark and commercial property under Dru Hieber's committed and on-going stewardship through three generations of Hieber ownership for more than 105 consecutive years.

HISTORIC SIGNIFICANCE

The nominated Bennett Block is historically significant as a remaining row of three contiguous multi-storied brick masonry construction buildings erected just after the Spokane Fire of 1889. Of the more than 150 commercial masonry buildings constructed in the year following the fire, only ten remain standing today.[14] They were "built to code" as they followed new late 1890s requirements for fireproof buildings built with fire retardant materials. The construction of the Bennett Block's three brick buildings helped establish a long-lasting trend in Spokane that embraced and required safer, more secure buildings. Building codes in Spokane are still being rewritten and perfected today in 2014.

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[13] Hieber Records.
[14] "Six Millions." *Spokane Falls Review,* 5 Aug 1890.

Additional historic significance was achieved when Spokane's first multi-story covered parking garage and covered skywalk system was built in 1967. A covered skywalk/pedestrian bridge was built over West Main Avenue and North Howard Street to connect the parking garage to the Bennett Building. Since that time, numerous skywalks were built throughout downtown Spokane, illustrating a popular trend for the construction of covered pedestrian bridges in downtown shopping and business areas.

ARCHITECTURAL SIGNIFICANCE

Architectural significance for the Bennett Block is associated with the property's brick masonry commercial construction reflective of designs, materials, and building practices popular during 1890-1892, and three prolific historic architects who designed the three buildings that comprise the Bennett Block property. They are John K. Dow, Loren L. Rand, and Hermann Preusse, three of Spokane's first professional architects. Their work is long-lasting and can still be seen today in 2014 as some of the first buildings erected in Spokane.

John K. Dow, Architect (1861-1961)

John K. Dow was born in Gaylord, Minnesota in 1861, and moved to Spokane in 1889 after Spokane's Great Fire of 1889. He practiced in Spokane for 46 years, and moved to Seattle in 1935. Dow's designs for buildings, churches, and houses include examples of Romanesque Revival, Richardsonian Romanesque, Tudor Revival, Arts & Crafts, and vernacular commercial business blocks. He was a prominent architect and can be compared with other leading architects in Spokane like Kirtland Cutter, Albert Held, Loren Rand, Hermann Preusse, Archibald Rigg, Harold Whitehouse, C. Z. Hubbell, and Julius Zittel. Their work survives today as well-built and well-designed properties. Dow practiced mostly on his own but did enter into occasional partnerships with L. L. Rand and C. Z. Hubbell. Rand and Dow designed the Masonic Temple, the Bennett Building, and the Tidball Building. With Hubbell, Dow designed the American Legion, Hutton, Paulsen, and Sellars-Jensen Byrd buildings. Dow was individually responsible for the Bump/Carlyle Hotel, the Empire State/Great Western, and Mohawk buildings. He is responsible for Westminster Congregational Church and Grace Baptist Church, and he designed the August Paulsen House, the Gordon House, the Coolidge-Rising House, R. B. Paterson House, and the Carson-Larabee House. Dow's work spans the initial architectural development of Spokane after the 1889 fire, and is a lasting legacy of his prominence as one of Spokane's early architects.

Loren L. Rand, Architect (1851-1935)

Loren Rand received his architectural education at the Massachusetts Institute of Technology in Cambridge. He first practiced in Grand Rapids, Michigan and Minneapolis, Minnesota before he came to Spokane in 1888. Known for his public school designs, Rand practiced in Spokane for 47 years where he was responsible for the Roosevelt, Longfellow, Stevens, Cooper, Franklin, Audubon, Williard, Hays Park, Adams, Jefferson, Hawthorne, McKinley, and Logan schools, and Lewis & Clark High

School. Prominent homes designed by Rand include the Odell House and E. L. Powell House in Browne's Addition, Judge Nash Mansion, H. F. Belt House, and the Heath House (now Heath Library). Rand was responsible for the Main Street addition to the Crescent Store, the Marble Bank Building (demolished), and the First Presbyterian Church. Rand partnered with John K. Dow when he helped design the Bennett Building, Tidball Block, and the Masonic Temple.[15] Rand is considered a prominent pioneer architect in Spokane where a great majority of public schools were designed by him.

Hermann Preusse, Architect (1847-1926)

Hermann Preusse was one of the first professional architects to work in Spokane when the city was first growing. While most of his work was destroyed, Preusse held the happy "distinction of holding more contracts for buildings after the 1889 fire than any other architect."[16] With a prolific practice, Preusse was responsible for the Auditorium, Fernwell, Jamieson, Blalock, Granite, Ziegler, Holland-VanValkenberg, Great Eastern-Peyton, and the 1889 Bodie buildings. Preusse partnered with Julius Zittel as they designed the Armory, Victoria, and Pacific Hotels, the Bump-Carlyle Hotel, Gonzaga University Administration Building, Carnegie Library, St. Aloysius Church, Holy Names Academy, Columbia Building, and Our Lady of Lourdes Cathederal.[17] In 1890 and 1892 respectively Preusse designed the Lockhardt Building and the Star Hotel Building—both part of a row of three contiguous adjoined buildings erected just after the 1889 fire.[18]

[15] EWSHS. *Spokane Skyline: A Century of Architecture, 1889-1989.*
[16] Ibid, p 42.
[17] Ibid.
[18] Spokane Junior League Survey, 1979.

SECTION 9

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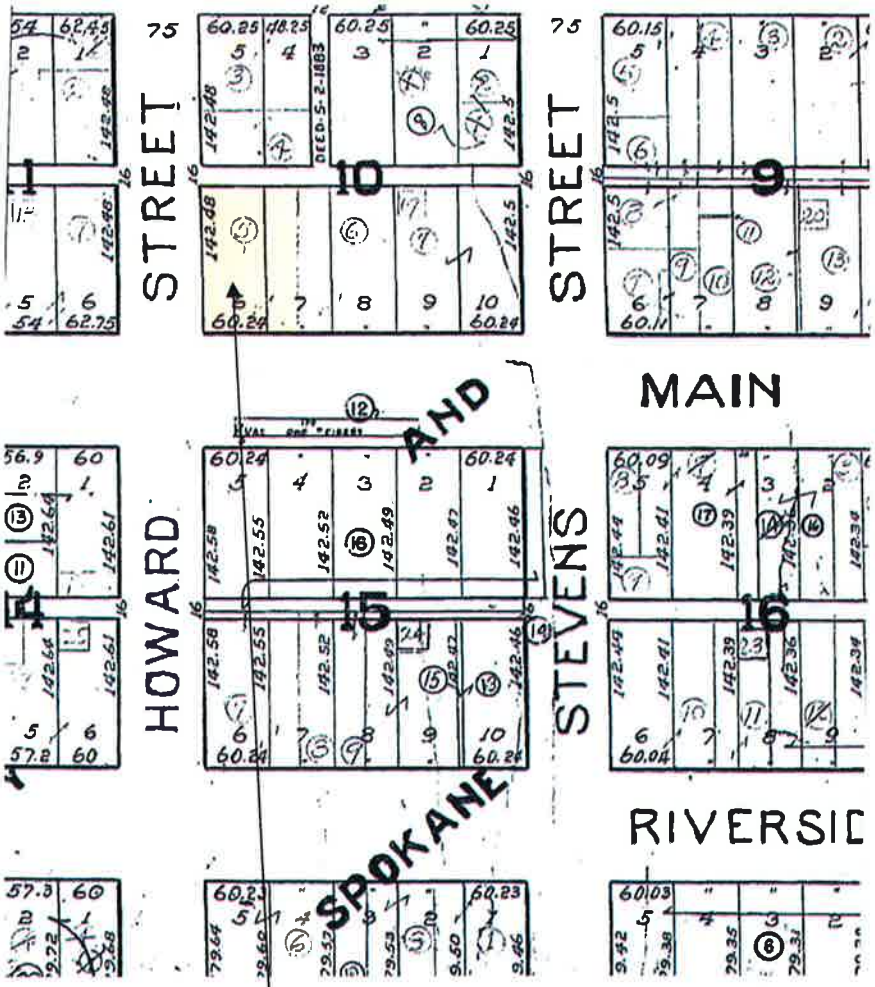
SECTION 10

GEOGRAPHIC DATA



Spokane County Plat Map

Bennett Block property
530 W. Main Avenue, Spokane, WA

SECTION 12

ADDITIONAL DOCUMENTATION

Circa 1909 Bennett Block
(Hieber Family Records)

1950 Bennett Block
(MAC photo archive L95-97.84)

2014 Bennett Block south facade
Bennett Building

2014 Bennett Block west façade
Lockhardt Building, Star Hotel, Bennett Building

Lockhardt Building transom windows built in 1890

Bennett Block interior at 530 W. Main Avenue, looking west

Bennett Block at 530 W. Main Avenue, looking north

Bennett Block 3rd floor, looking south in 2014

Bennett Block 3rd floor, looking west in 2014

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/26/2015
		Clerk's File #	OPR 2015-0070
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN DUVALL 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 FIRST NATIONAL BANK BUILDING - 502 WEST RIVERSIDE AVENUE		

Agenda Wording

Recommendation to list the First National Bank of Spokane, 502 West Riverside Avenue, on the Spokane Register of Historical Places.

Summary (Background)

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

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	QUINTRALL, JAN	**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	mduvall@spokanecity,org	
Additional Approvals		amcgee@spokanecity.org	
Purchasing		avance@spokanecity.org	

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
First National Bank Building – 502 W. Riverside Avenue

FINDINGS OF FACT

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

- Built in 1954, the **First National Bank of Spokane** meets the 50-year age criteria established for listing in the Spokane Register.

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

- The **First National Bank of Spokane** is nominated under Criteria A and C.
    - The First National Bank Building is significant under **Criterion A – a property associated with events that have made a significant contribution to the broad patterns of Spokane history**. The building is eligible under Category A as one of downtown Spokane's prominent mid-century modern buildings, the evolution of bank architecture in the United States, the post-WWII construction in the downtown, and urban planning with the construction of the skywalk system. The First National Bank Building is one of nine extant buildings, built between 1950 and 1970 in the downtown core that retain the character of this period of American architecture.
    - The First National Bank of Spokane is also **significant under Criterion C** – because it represents a distinctive work in style and design. The sleek black granite and glass box exemplifies the characteristics of mid-century design and suggests both the International Style and Curtain Wall motifs. The refacing of the façade from cream colored glazed tile to black granite in 1966 was designed by Thomas Adkison, one of Spokane's bright young architects.

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

- The First National Bank of Spokane retains integrity of location, design, materials, workmanship and association. Although a major resurfacing of the building took place on the building a mere 12 years after it was constructed changing the cream colored glazed tile to black granite tiles, in all reality, the essence of the building remained intact. The building has once again returned to its original use: as a bank with the leasing of the space to Numerica Credit Union.

4. **Once listed, this property will be eligible to apply for incentives, including:**
   Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission has evaluated the **First National Bank of Spokane** according to the appropriate criteria and recommends that the **First National Bank of Spokane** be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:
Resurvey & Addition Spokane Falls E 0.875 FT of Lot 9, all of Lot 10 Block 15

Parcel Number 35184.2413, is governed by a Management Agreement between the City of Spokane and the Owner(s), 1953 Box LLC (Chris Batten), of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

_____

Dated: _____

Historic Preservation Officer

Megan M.K. Duvall

Dated: 1/22/15

City Clerk No. 2015-0070

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21st** day of **January 2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **1953 Box, LLC** (hereinafter "Owner(s)"), the owner of the property located at **502 West Riverside Avenue** commonly known as the **First National Bank of Spokane** in the City of Spokane.

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

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

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

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

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

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

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

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

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

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

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

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

Owner

Owner

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 21st day of JANUARY, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared CHRIS M. BATTEN, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as his (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 21st day of JANUARY, 2015.

ADRIA MCGEE
Notary Public
State of Washington
My Commission Expires
February 15, 2017

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

February 15, 2017
My commission expires_____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2015, 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 _____, 2015.

_____
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.

FIRST NATIONAL BANK BUILDING

502 WEST RIVERSIDE AVENUE
SPOKANE, WASHINGTON 99201

DECEMBER 29, 2013

Prepared for:
1953 BOX LLC
Spokane, WA

Prepared by:
Jim Kolva
115 South Adams Street
Spokane, WA 99201

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name	**First National Bank of Spokane**
And/Or Common Name	**Numerica Bank Building**

2. Location

Street & Number	502 West Riverside Avenue
City, State, Zip Code	Spokane, Washington 99201
Parcel Number	35184.2413

3. Classification

Category of Property	Ownership of Property	Status of Property	Present Use of Property	
X building	__public	__occupied	__agricultural	__museum
__site	X private	X work in progress	X commercial	__park
__structure	__both		__educational	_ residential
__object	**Public Acquisition**	**Accessible**	__entertainment	__religious
	__in process	X yes, restricted	__government	__scientific
	__being considered	__yes, unrestricted	__industrial	__transportation
		__no	__military	__other

4. Owner of Property

Name	1953 BOX, LLC
Street & Number	700 W. Mallon
City, State, Zip Code	Spokane, Washington 99201
Telephone Number/E-mail	509-217-5508

5. Location of Legal Description

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

6. Representation in Existing Surveys

Title	
Date	Federal _ State__ County__ Local ___
Depository for Survey Records	Spokane Historic Preservation Office

7. Description

Architectural Classification (enter categories from instructions)	Condition	Check One
	__excellent	unaltered
	X good	X_altered
	__fair	
	__deteriorated	**Check One**
	__ruins	X original site
	__unexposed	__moved & date _____

Narrative description of present and original physical appearance is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

Applicable Spokane Register of Historic Places Criteria--mark "x" in one or more boxes for the criteria qualifying the property for Spokane Register listing:

_X_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.
_X_C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
___ D Property has yielded, or is likely to yield, information important in prehistory history.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property	Less than one acre
Verbal Boundary Description	RES&ADD SPOKANE FALLS E0.875 FT of L9 All of L10 B15
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title	Jim Kolva
Organization	Jim Kolva Associates
Telephone Number/E-mail	(509) 458-5517/jim@kolva.comcastbiz.net
Street and Number	115 S. Adams Street
City, State, Zip Code	Spokane, Washington 99201
Date	December 29, 2014

12. Additional Documentation

Map USGS 7.5 minute topographic Spokane Northwest, Wash. 1986
Photographs and Slides

13. Signature(s) of Owner(s)

14. For Official Use Only

Date nomination application filed: _____

Date of Landmarks Commission Hearing: JANUARY 21, 2015

Landmarks Commission decision: JANUARY 21, 2015

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.

1/22/15

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

Date

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Description - Summary

Rising from a concrete basement, the First National Bank Building (FNB) is a modernist two-story building with a flat façade of equally-sized black and red granite tiles and aluminum-framed glass panels. First National Bank Building is eligible under Category A as one of downtown Spokane's prominent mid-century modern buildings, the evolution of bank architecture in the United States, the post-WWII construction in the downtown, and urban planning with the construction of the skywalk system. The building occupies the northwest corner of Riverside Avenue and Stevens Street in the core of downtown Spokane. The building dimensions are 142 feet long on Stevens Street, and 60 feet wide on Riverside Avenue. Constructed in 1954, the building is among the first Modernist buildings constructed in downtown Spokane, and retains the integrity of its original design. The FNB is one of two buildings on the block designed by the Bank Building and Equipment Corp. of St. Louis. Fidelity Savings and Loan, completed a year earlier, in 1953, is at the west end of the block on the corner of Riverside Avenue and Stevens Street (these are the only two bank buildings in Spokane built by the firm). The building is eligible under Category C, because it represents a distinctive work in style and design.

Front Façade along Riverside Avenue

The building, fronting along Riverside Avenue is asymmetrical with a centered entry. Black granite panels form a background for a slightly projecting (6 inches) and rectangular frame of red granite (square face with beveled horizontal segment). The frame encompasses the slightly recessed (12 inches) aluminum-framed entry bay and window bays that extend from the first into the second floor, and extends to the southeast corner of the building. A horizontal band, composed of a three-segment aluminum-framed window band and vertically ribbed aluminum panels, extends from the red granite frame to the west corner of the building. Aluminum moldings frame the top and bottom of this band. Below and above this band is a grid of black granite panels, six columns wide—two rows below, and eight rows above.

The entry consists of aluminum-framed glass panel doors with glass panel sidelights. A narrow transom band, divided into three sections tops the entry bay. A wide vertical aluminum molding frames the east edge of the entry ensemble and terminates at the red granite frame. Within the section above the entry bay are three columns of aluminum-framed glass panels with two rows providing light to the first floor, a single row at the floor division, and three rows at the second floor level. The section east of the vertical molding consists of black granite panels (four columns and three rows) divided from the window assembly by a horizontal aluminum molding. Above this molding are four columns of aluminum-framed glass panels, corresponding to the granite panels below, divided into six rows corresponding to the configuration above the entry bay. The building terminates cleanly as a flat granite wall without cornice or coping. The roof is flat built up tar composition.

A wall-mounted three-dimensional sign, "Numerica" with logo, is east of the main entry on the black granite field below the window grid. Originally, First National Bank in porcelain letters occupied this space.

East Façade along Stevens Street
The east façade is asymmetrical and divided into seven bays, one blank wall section and a band of six window bays within the black granite wall. There are no street level entrances. Detailed similarly to the south façade, the façade is flat with the window plane slightly inset, and the second story black granite projecting about four inches beyond the first floor plane. The window band begins one bay-width (four columns of granite panels and six rows of panels) from the southeast corner, which is defined by a grained red granite square (four columns and five rows of panels) on the first floor and black granite on the second floor. Two rows of black granite panels continue across the second floor above the window bays, and two rows are at ground floor beneath the window bays. The windows bays are divided by wide aluminum mullions supported by a slightly projecting square black shaft that extends from street grade to the granite band that frames the top of the window bays. Each of the window bays is divided into four aluminum-framed columns with single panels on the first floor that extend from sill to head. The second floor sections are divided horizontally into three rows above a slightly narrower band of black granite panels. The upper row of second floor windows south of the skywalk connection has a pattern in which the two middle columns are divided into two sections by a vertical mullion. These sections, which correspond to a restaurant, are louvered horizontally and can be opened.

In the mid-1970s, a skywalk was installed that connected the FNB with the Old National Bank Building (now US Bank). This connection was made in the third bay from the south, with two bays to the south and three bays to the north. South of the skywalk, high on the southeast corner and affixed to the black granite field is a wall-mounted three-dimensional sign, "Numerica Credit Union" with logo. This was the location of the original First National Bank sign.

The brick rear façade was altered from its drive-in lane to a three bay entry vestibule and a single service door entrance ca. 1968. During this remodel, the alley was vacated and the rears of the buildings along the Parkade Plaza were remodeled to provide access to the new plaza. Work was also done in 1977-1978 when the Sherwood Mall was built. This entry vestibule was abandoned and closed in by adding concrete bulkheads and glass panels in the late-1990s (date could not be determined). These three abandoned entry bays have been removed and replaced by a single flat-arch bay with glass panel door, sidelights, and transom assembly, and a similarly-sized and configured window assembly to its east. All is set in metal sash. Horizontally oriented steel panel fills the remainder of the opening. A two-step landing provides access to the single door.

Interior
Basement
The basement is approached from the north end of the 1st floor lobby and from the vestibule at the main entry to the building along Riverside Avenue. Comprised of primarily offices, vault and meeting room spaces, the walls are sheetrock, the ceilings are dropped acoustical tile with fluorescent light panels, and the floor, carpet over concrete. A prominent feature is the Allied Safe & Vault Company vault that secured the valuables of Spokane citizens for over fifty years.

First Floor
The entry to the main floor, originally the lobby of the First National Bank, is from Riverside Avenue. The entry lobby vestibule, via double aluminum-frame glass panel doors, provides

access to the first floor, and on the west end, to a stairwell up to the second floor and down to the basement. Stairs are concrete with simple aluminum pipe railings. There are also entries on the main floor and skywalk level (2nd floor) from the Sherwood Mall, in the adjacent Sherwood Building to the west.

Originally, the only entry to the building was from Riverside. Presently, the main floor consists of the open Numerica Bank lobby with a bank of offices along the east wall. Walls are sheetrock and ceiling is a dropped acoustical tile and fluorescent panel lighting (with acoustical tile above). In the middle of the first floor, behind the bank lobby, is a suite of offices that access to the lobby of the Sherwood Building. At the north end is a retail/office space that has access to the Parkade Plaza. This space is now being developed into offices.

Second Floor
The second floor consists of a public hallway that connects the skywalk over Stevens to the east and the Sherwood Mall to the west. South of the corridor are architects offices (formerly the Metro Café) and utility spaces. North of the corridor are offices. Walls and ceilings are sheetrock. The floor is concrete and covered with various materials including carpet, ceramic tile, and asphalt tile.

Building Alterations
The building received a major renovation only 12 years after its construction. In 1966, a major upgrade to the block in which FNB had settled resulted in a new skin of black granite for the south and east facades, and a new rear wall and entry. Original photos of the FNB and articles detailing its opening show a cream-colored glazed ceramic tile cladding the second floor. The rear, although no photos are available, was a simple brick wall with a drive-in bank window that was approached via the alley that divided the block between Howard Street and Stevens Street. The local firm of McClure & Adkison developed plans on October 11, 1965 to replace the cream glazed ceramic tiles with panels of black granite, thus creating the present-day black box. The long ceramic horizontal sill dividing the first and second floors of the east façade was covered by an aluminum cap.

In 1966, Thomas R. Adkison designed a new rear wall and entry for the building that was constructed in 1967. Three entry openings provided access to a new entry vestibule and doors to the bank lobby. Another pedestrian door was in the northwest corner. The existing drive-in station and face brick were removed. New face brick and a concrete base wall with hammered surface formed the new rear wall. The new rear entry was intended to provide access to the newly developed Parkade Plaza and Parking Garage. The Parkade designed, by Warren Heylman, not only provided a major parking structure, but also included the first skywalks in the core that connected other business blocks and the retail stores.

The next change came with the extension of the skywalk system south and east from the Parkade to the Sherwood Building, through the FNB across Stevens Street to the Old National Bank Building, and eventually to the Paulsen building. This change came in 1977 when the Sherwood

Mall was created at the first and second levels of the Sherwood building and the FNB's second floor was integrated into the Mall. A corridor ran from the Sherwood Building with shops along the north side and Kowalski's Restaurant along the south side (most recently the Metro Café founded by Swannie Swanson).

During the 1990s[1] the rear entry vestibule was abandoned and glassed in. A concrete bulkhead wall, similar to the 1967 bulkhead, was added and glass panels filled-in the openings to integrate the space into the office area of the building.

Site Block and Surrounding Context

The site block is bounded on the south by Riverside Avenue, on the east by Stevens Street, north by Main Avenue, and the west by Howard Street. The site itself is Lot 10, Block 15 (and sliver of Lot 9 to the west), Resurvey and Addition to Spokane Falls. Adjacent to the west is the 8-story Cutter-designed Sherwood Building (1916) with which the FNB has been joined as the Sherwood Mall for a number of years, the 2-story Dodson's building at #516 (1890), the 2-story Hill Brothers Building at #518, (1890) and at the west corner, #522, the modernist 8-story Fidelity Building (1953). Note that the Fidelity Building was also designed by the Bank Building and Equipment Corp. The 1966 –New Formalism style concrete Parkade Plaza and Parking Garage, 511 West Main occupy the north half of the block. The buildings are also connected to the skywalk system, the FNB connecting internally to the Sherwood on the west, and across Stevens Street to the US Bank Building (formerly Old National Bank) to the east.

The building is in the company of several of Spokane's major historic buildings that represent the post-Spokane Fire to 1910 growth period. On the block to the east are the 3-story brick Bodie Block (1889 Building) at 427 West Main, the 3-story brick Levy Block (1892) at 118 North Stevens Street, and the imposing white terra cotta Old National Bank Building (1910-now US Bank) at 422 West Riverside. Kitty-cornered to the southeast are the terra cotta Paulsen Buildings (1908 and 1929) at 421 West Riverside. Across Riverside Avenue to the South is the brick Fernwell Building (1890) at 505 West Riverside with a parking lot to its west.

[1] Exact year unknown

Areas of Significance – A and C
Significant Date – First National Bank (1954, original construction), 1967 (Renovation); and 1977 (Skywalk Connection and 1st and 2nd Floor Alterations)
Architect: Bank Building and Equipment Corporation, St. Louis, MO;

Summary
Built in 1954 First National Bank Building is eligible under Category A as one of downtown Spokane's prominent mid-century modern buildings, the evolution of bank architecture in the United States, the post-WWII construction in the downtown, and urban planning with the construction of the skywalk system. The First National Bank Building is one of nine extant buildings, built between 1950 and 1970 in the downtown core that retain their character of this newly discovered period of American architecture.

Within the block including the FNB are the 1953 Fidelity Savings and Loan Building, and the 1967 Parkade Parking Garage, both notable mid-century buildings. Both the FNB and the Fidelity Savings and Loan were designed by the Bank Building and Equipment Corporation of America based in St. Louis, Missouri. BB & E was a major builder of banks throughout the United States and led the movement and modernization of banks into the post-WWII era.

The FNB Building was linked into Spokane's skywalk system as well as coupled with the adjacent 1916 Sherwood Building to become part of Sherwood Mall in the mid 1970s. Thus the second floor of the FNB was integrated into the commercial fabric of the "Parkade Block" and the business core by the skywalks initiated by the construction of the Parkade Parking Garage in 1967. The FNB is also eligible under A due to the design work of Thomas Adkison, one of the city's bright young architects, who designed the black granite skin currently cladding the building, worked on the Parkade Plaza connection and the skywalk connection.

Category C - Architecture
The building is also eligible under Category C, because it represents a distinctive work in style and design. Although the building's second floor façade has been altered by the change of cladding from cream-colored glazed tile to black granite, the building retains its original form and character. Also a skywalk was added to the east façade in 1977 that connects the building to the U.S. Bank Building (Old National Bank) across Stevens Street. In spite of these changes, the building remains a distinctive and modern element of downtown Spokane's historic streetscape.

Although not prominent in size, the sleek black granite and glass box exemplifies the characteristics of the mid-century period and suggests both the International Style and Curtain Wall motifs. It is a simple, yet elegant design that couples a grid of granite panels, and like-sized panels of glass framed with aluminum. The refacing of the building in black granite and the rear façade entry ensemble is the work of Thomas Adkison, a prominent mid-century architect in Spokane.

The FNB was designed and constructed by the Bank Building & Equipment Corporation of America, a company noted for its post-World War II modernization of the American bank in design and operations. This company also designed and constructed the Fidelity Savings and Loan Building at the west end of the block a year earlier.

Modernism and Mid-Century Modern Architecture

In the United States, the Mid-Century modern movement "was really an American reflection of the International and Bauhaus movements – including the works of Gropius, Le Corbusier, and Mies van der Rohe."[2] The style is defined by "clean lines, simple shapes and unornamented facades [and] mid-century modern designs were a by-product of post-war optimism and reflected a nation's dedication to building a new future. This new architecture used modern materials such as reinforced concrete, glass and steel."[3]

"Modern architecture is generally characterized by simplification of form and an absence of applied decoration. It is a term applied to an overarching movement, with its exact definition and scope varying widely. In a broader sense, early modern architecture began at the turn of the 20th century with efforts to reconcile the principles underlying architectural design with rapid technological advancement and the modernization of society."[4] "It would take the form of numerous movements, schools of design, and architectural styles, some in tension with one another, and often equally defying such classification."[5]

"Gaining global popularity especially after the Second World War, architectural modernism was adopted by many architects and architectural educators, and continued as a dominant architectural style for institutional and corporate buildings into the 21st century. Modernism eventually generated reactions, most notably Postmodernism which sought to preserve pre-modern elements, while Neomodernism emerged as a reaction to Postmodernism."[6]

"Architects who worked in the International style wanted to break with architectural tradition and design simple, unornamented buildings. The most commonly used materials are glass for the facade (usually a curtain wall), steel for exterior support, and concrete for the floors and interior supports; floor plans were functional and logical. The style became most evident in the design of skyscrapers."[7]

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[2] "Mid-Century Modern," Wikipedia, http://en.wikipedia.org/wiki/Mid-century_modern.
[3] "Clean Lines, Open Spaces; a View of Mid-Century Modern Architecture," Arkansas Educational Television Network, http://www.aetn.org/programs/cleanlinesopenspaces.
[4] Duco A. Schreuder, *Vision and Visual Perception: the Conscious Base of Seeing* (Bloomington, IN: ArchwayPublishing, 2014), 588.
[5] "Modern Architecture," Wikipedia, http://en.wikipedia.org/wiki/Modern_architecture.
[6] Ibid.
[7] Ibid.

First National Bank in Spokane

The following is based on an article by Norman E. Kilgore in the March 21, 1954 edition of *The Spokesman-Review*.

> "From its landmark in the lion-framed marble building … Spokane's Pioneer Bank … The First National moves to smart new quarters," Spokane, May 6 1882,…Spokane County's Pioneer bank opened its doors for business. Opening its doors consisted mostly of moving bolts of calico and barrels of nails aside to make room for a desk and safe, for the Bank of Fairweather & Brooke was in the rear of the general store."
>
> Now, nearly 72 years later, Spokane's First National bank, the great-grandchild of that pioneer venture, is making ready for another "door opening." But the First National's new quarters at Riverside and Stevens are a far cry from that first cubbyhole."

"Business was lively during those first few months. About the time the bank opened the Northern Pacific railway completed its division headquarters shops at Sprague. The "Great Northwest Country" was just beginning to come alive."[8]

Manager and sole employee of that first bank was George S. Brooke, who had been associated with H.W. Fairweather in the Oregon Steamship and Navigation Company at Portland. At Fairweather's suggestion, Brooke came to Sprague to start the bank. Within a year, the bank's capital was raised from $10,000 to $20,000. But just as Brooke and his partner were beginning to look to the future, disaster struck.[9]

One January night in 1884, with the thermometer showing 20 degrees below zero, the general store burned and with it the bank. Fortunately, the safe was not too badly damaged and its contents were salvaged.

Determined to continue, Fairweather and Brooke had a modern two-story brick building constructed and that bank reopened in its new quarters that summer. With business still increasing in July of 1886, the bank took out a national charter as the First National Bank of Sprague, with a capital of $50,000.[10]

The following year, yearly fall rains spoiled much of the wheat and for the second straight year collections failed to materialize. However, because of conservative management and the care with which its loans had been placed, the First National pulled through. But the final blow was yet to be dealt. In August of 1895, fire leveled the town of Sprague, including the railroad shops, the mainstay of the town. Railroad officials decided to rebuild the shops in Spokane, so First National officiates voted to make the move also.

Thus on May 14, 1896, 14 years after it was started, the First National ceased operation in Sprague and reopened for business two days later in Spokane. Coincidentally, the bank's first

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[8] Blythe Themsen, "Deposits of Success: Spokane's Early Banks," *Spokane CDA Living*, December 2010, 115-16.
[9] Ibid.
[10] Ibid, 116.

spot in Spokane was at Riverside and Stevens in the old Eagle building. The Eagle building, erected in 1889, was torn down last year to make way for First National's new building.

Because there was another First National bank in Spokane at that time, Congress passed a special act changing the banks' name to Fidelity National - the name it bore until 1929. The original charter number of 2528 was retained however, showing that it was the old bank under a new name. [11]

Deposits had dropped to about $50,000 that summer. During the "free silver" campaign staged by Bryan and McKinley, depositors were withdrawing gold from the bank and stashing it away in safety deposit boxes. Following McKinley's election, confidence was restored and business increased steadily. By May, 1908, its 24th anniversary, Fidelity's capital had been boosted to $200,000.

The steady growth of the bank is illustrated by the rapidity with which it outgrew its quarters. In the 20 years following its entry into Spokane, Fidelity National moved from the Eagle building to the Symons block, to the Hyde block, and finally in 1917, to the Marble Bank building at Riverside and Wall where it has remained. The summer of 1929 was an important one for Fidelity National. Through a merger with the Union Trust Company, the bank increased its capital to $500,000 and became the First National Trust and Savings bank.

W. J. Kommers, trust officer and director of the Old National bank, was the first president of the new First National, and A.W. Lindsay who began with the bank as a bookkeeper in 1888 and rose to the presidency, was named chairman of the board. Joseph Baily, who was later to head the institution, was elected executive vice president and E.K. Barnes was named vice president.

During the four years following 1929 many things happened. The nation was gripped by a depression. Banks by the hundreds closed their doors, many for good. But the First National never missed a day of business except of the bank holiday declared by President Roosevelt in March 1933. By the following year, however, signs of recovery were visible and the bank again changed its name—this time to the First National Bank in Spokane. This is the corporate name it bears today.

The late Joseph Baily was named president of the First National in 1934 succeeding Kommers. Baily remained at the helm until his retirement in 1947. His successor, George H. Jackson, is still president of the bank. The years have been good to the First National. Today the bank has deposits of nearly $24,000,000 and total assets of more than $25,000,000. Not so in the early days.

"We had $50,000 in deposits when we opened in Spokane in 1896." The late A. W. Lindsay recalled in 1930 on the occasion of his 42nd anniversary with the bank. Lindsay added that "$45,000 of the deposits belonged to the vice president. The bank had three employees and

[11] Blythe Themsen, "Deposits of Success: Spokane's Early Banks," 116.

about 100 customers. What is now Riverside Avenue was a "sea of mud" during the spring months."

Deposits continue to grow, dipping slightly as the various panics and depressions make themselves felt. In the peak of 1929, at the time of the merger, total resources were well past the $5,000,000 mark.

But by the end of 1930 things had started to slip. Deposits were a bare $4,000 and assets just totaled $5,000,000. By 1932, deposits had been healed and assets totaled slightly over $3,000,000.

However, by mid-1934, the trend had already started the other way, and when 1936 rolled along deposits had exceeded the $6,000,000 mark.

Like many institutions, the First National enjoyed some of its best years during and immediately following World War II. Between September 1941 and December 1945, total assets of the bank rose from $8,000,000 to nearly $24,000,000. This level fluctuated back and forth but never very far from the high mark set during the war.

At the close of business December 31,1953, the First National reported deposits of $23,581,331 and total resources of $25,108,867. The capital account still stands at $500,000 but the surplus and undivided profits and reserves accounts have been swell to more than $1,000,000 during the last 20 years.

First National Bank at Spokane operated in the FNB building for nearly the full fifty years of its original lease and moved out in 1992. A March 14, 1990 article in the *Spokane Chronicle* foretold the end of the bank's Spokane run. U.S. Bancorp had acquired First National in 1987 and was requesting the move to Coeur d'Alene, Idaho to gain a foothold in that state. Apparently U.S. Bancorp had twice failed to buy its way into Idaho, and now would move the First National Bank in Spokane over the border. The FNB would be rechartered as the U.S. Bank of Idaho. Three branches in Spokane would be closed and the downtown headquarters at 502 West Riverside would remain open until the transfer of the charter was granted. According to U.S. Bank, the decision to move to Idaho was driven by customer service, not the desire to begin banking in Idaho. It was stated that "customers prefer to be served by a large, integrated bank that can offer them a full line of services."[12]

A May 17, 1991 article in the *Spokesman-Review* reported: "Comptroller OKs Bank Move." Although opposed by Idaho officials and bankers, the U.S. Office of the Comptroller of the Currency approved the bank's move. The Comptroller had rejected claims by the Idaho contingent stating that the Federal Reserve does not necessarily have jurisdiction because no bank acquisition would be involved. Additionally, the First National would be renamed U.S. Bank of Idaho. The First National had become a Bancorp property as a result of the Old

[12] Bert Caldwell, "Bank Has Eye on Idaho Market," *Spokane Chronicle*, March 14, 1990.

National Bank Corporation acquisition completed in 1987. The only surviving branch was the one in its building at 502 West Riverside. As of 1992, the First National Bank Building was listed in Polk, but minus the First National Bank business in Washington.

Bank Building and Equipment Corporation of America

"The company was most prominently known as the Bank Building & Equipment Corporation of America, but under several different names during their company's history they built and furnished over 5,000 structures across the United States, Mexico, and Latin America."[13] Founded in 1913 as the St. Louis Bank Fixture Company, by the close of WWI, the company added vaults, iron bars, gates and other metal products to its line. But in addition, they made the decision to expand their services to include planning, design, and construction to fixture installation.

"The depression brought almost a complete halt to bank construction and remodeling [and] the company also manufactured pinball machines, furniture, and designed and built mausoleums to keep its builders, planner, and cabinetmakers together. With the repeal of prohibition and the increase of construction of beer halls and cocktails lounges, Bank Building & Equipment Corporation began marketing fine crafted beer cabinets, bars, and lounge furniture to hotels as a major client."[14]

"The company had completed its first 1,000 structures for financial facilities by the outset of World War II. Under the promotion of "functional planning," company personnel were anxious to attract customers back after the Great Depression made a mattress seem a safer place to deposit money."[15]

"During World War II, the market for new building again came to a halt. Bank Building & Equipment Corporation again turned to alternative production including pre-fab housing units for military bases, lift-vans, and overseas shipping crates. From this work, they were again able to keep their small, in-house core of planning and design specialists together. This allowed the company to refine its ideas on the changing role of the financial facility and positioned them well to handle the unprecedented growth that was to come afterward and influence the course of financial facility design."[16]

"Following World War II, population shifts, growth, and experimentation in the banking industry led to an explosion of demand in the banking industry for services to remodel and expand. The unprecedented demand for mortgage loans created a corresponding boom in savings and loan industry, shifting much of the population to the suburbs. This is where the Bank Building & Equipment Corporation was able to provide their full creative abilities to respond to an

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[13] "A Brief History of the Bank Building," Defining Downtown at Mid-Century, http://www.midcenturybanks.recentpast.org/history/item/269-a-brief-history-of-the-bank-building-equipment-corporation-of-america.
[14] Ibid.
[15] Ibid.
[16] Ibid.

opportunity to create architecture that was distinctly recognizably as a financial institution, yet take advantage of the functional design concepts the firm had pioneered."[17]

"Bank Building & Equipment Corporation pioneered many major innovations for the banking industry to accommodate new customer habits due to the decentralization of cities. The development of the drive-up teller unit, installation of the full-service suburban or branch bank, and increased use of automation are among the nationwide banking innovations led by the company. With the popularity of using drive-up banking increasing, the thinking that "if they can't drive in, they may drive by" was quickly accepted by bank presidents and set up the Bank Building & Equipment Corp. for many projects during the next two decades."[18]

"With exponential growth still on the drawing board, the Bank Building & Equipment Corporation prepared for an expansive future. By 1955, they had diversified their materials, suppliers, and producers to both expedite the construction the process and reduce the overall cost for clients. Adding to their highly reputable cabinet shop and brick factory, they purchased two marble quarries (one each in Minnesota and Alabama) and invested in two vault-manufacturing companies."[19]

"With over 3,200 projects amassed by 1956, the company's marketing slogan was "From America's financial design center." At that time, the firm had 35 projects going in the St. Louis area alone with budgets ranging from $15,000 to $6.5 million, and had 350 other projects under contract."[20]

"By all accounts, the Bank Building & Equipment Corporation's mid-1950s plan to stay at the forefront of the industry into the early 1960s was successful, resulting in tremendous growth for the company – from $8 million in sales in 1951 to $28 million in 1961. By 1962, there were $38 million of projects in the pipeline of which $16 million were backlogged up through 1963. By 1964, the company reported sales of $35 million."[21]

In 1962, "Bank Building & Equipment Corp. was completing an average of one building every three days for the past five years. They had also completed a reported 4,000 projects and grew to a staff of over 300 including 150 designers, engineers, and draftsmen. In June 1962 the company was inducted into the Hall of America's Builders at Pepperdine College. At the induction, they stated that the Bank Building & Equipment Corporation has been instrumental in bringing about the widespread use of warm, contemporary designs in financial building."[22]

The company operated through the 1980s but met its demise in 1990 after filing bankruptcy because of financial irregularities in one of its subsidiaries.

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[17] "A Brief History of the Bank Building," Defining Downtown at Mid-Century.
[18] Ibid.
[19] Ibid.
[20] Ibid.
[21] Ibid.
[22] Ibid.

Construction and Evolution of the First National Bank Building

The post WWII era was a period of significant bank building in downtown Spokane. In 1952, the Lincoln First Federal Savings and Loan (S & L) was constructed at 120 N. Wall. This was followed by the Fidelity S & L at the corner of Riverside and Howard in 1953. It is notable that this building was constructed by the Bank Building & Equipment Corp a year before the First National Bank Building was constructed by the same firm on the other corner of the block. The Lincoln First Federal S & L would build a major building at 818 West Riverside in 1965. It is also notable that Riverside Avenue is Spokane's banking street and almost all downtown banks are located along Riverside Avenue.

The *Spokesman-Review*, Sunday edition of March 22, 1953 reported a major addition to downtown Spokane bank properties: "$1,000,000 HOME OF FIDELITY READY"

> "Fidelity Savings and Loan association will be open for business tomorrow in its new $1,000,000 home almost nine months to the day since construction began. ... The eight-story Fidelity Savings building at Howard and Riverside has risen on the site of the old Ziegler building, Spokane's first skyscraper. ... Frank S. McWilliams, president of Fidelity, said the savings and loan associate office personnel began the job of moving from temporary quarters in the Realty building yesterday. ... McWilliams said the prime contractor on the building, Bank Building and Equipment Corporation has indicated the remainder of the building will be ready for occupancy by August 1."

"New Bank Building Opens March 26" (1954) captioned a *Spokesman-Review* article reporting the opening of the new First National Bank at Riverside and Stevens.

> "Spokane will get its first look inside the First National Bank's new building at Riverside and Stevens on March 26, George H. Jackson, president, announced yesterday. Jackson said the bank will hold open houses from 5 to 9 p.m. on March 26 and from 10 a.m. to 2 p.m. on March 27. The bank will be "open for business" in its new quarters on March 29.
>
> At the same time, W.W. Witherspoon, president of Intermountain Mortgage company, announced his firm "will move from its present quarters on the sixth floor of the Weich building to the second floor of the First National building."
>
> Witherspoon said the move will be made over the weekend of March 27-28 so the firm will be ready for business at the same time the First National is ready.
>
> Intermountain, formerly Murphey Favre Mortgage company will occupy about 3000 square feet or 20 percent of the upper floor of the new bank building.
>
> Witherspoon said Intermountain insurance agency, now located in the same offices as the mortgage firm will also be moved to the new building. Intermountain Mortgage, which has been in the Weich building since 1950, has

about $25,000,000 in mortgages in force in Spokane and the Inland Empire. The name was changed last October.

The interior of the lobby, as well as other parts of the building, will present a colorful appearance high lighted by walnut furniture and fixtures, beige terrazzo floors and marble counters, dark blue and pale yellow walls and satin finished aluminum trim.

The basement will house the safety deposit, installment credit and mortgage loan departments clearing house, directors' room, employees' lunch and recreation room, and a number of vaults including a 90-foot storage vault under the Stevens street sidewalk.

On the main floor will be the officers' quarters, commercial loan, credit, checking, savings, escrow, collections, and new account departments, bookkeeping and proof and transit departments.

A drive-in teller window is on the north side of the building facing the alley and will be serviced from Stevens street. There will be no banking operations on the second floor

Speaking for the board of directors, Jackson said, "We want everyone to feel welcome. The entire staff including our officers will be in their places during the open house to answer questions and show our new building."

First National took a 50-year lease on the corner in the fall of 1952. The old five-story Eagle building, erected in 1889, was torn down last spring, Henry George & Sons, Spokane contractors began work on the 60x142-foot building about Jun 3 1953. The building was designed by Bank Building & Equipment Corporation of St. Louis.

The marble bank building at Riverside and Wall, occupied by the First National the last 37 years has been purchased by the Crescent Store."

The grand opening of the First National Bank in Spokane was reported in the *Spokesman-Review* on March 28th, 1954:

"More than 14,000 persons visited the First National bank's new quarters at Riverside and Stevens during the two-day open house held yesterday and Friday night.

Edwin K. Barnes, bank executive vice president, said last night "there were just about as many persons standing in line outside when we had to close the doors a there were inside." Barnes said that flowers received from well wishers in the

Inland Empire and from correspondent banks throughout the nation "was one of the most beautiful floral displays I have ever seen."

He said roses and all available carnations in the area had been used to decorate the bank interior.

"The teller cages were completely covered with floral arrangements and visitors could hardly see the modernistic cages," Barnes said. The bank held a dinner part at the Spokane club for visiting bankers.

"Everyone has nothing but words of praise for our new bank," Barnes said. "It is the most beautiful bank interior in America." The bank will open for business tomorrow at 10 a.m., Barnes said."

On June 16th of 1954, The *Spokesman-Review*'s Fenton Roskelley would recap the heyday of post World War II bank building in Spokane in the article "Banks Spend $6,100,000 to Construct New Quarters:"

"Spokane banks and savings and loan associations have dipped into their vaults for about $6,100,000 since the end of World War II to enable customers to do their banking in modern air-conditioned surroundings. With one exception, the institutions either have built new main offices or else have remodeled dingy lobbies into streamlined, well-lighted quarters. They also have put up attractive new branches and improved old ones. In fact the face-lift activity of the last few years amounts to the biggest bank building boom in Spokane in more than a half-century. Not since the early days of banking here have so many new structures been erected and existing offices been remodeled in such a relatively short time.

Probably the biggest construction job of the postwar years was the erection of a seven-story addition to the Seattle-First National bank's Spokane and Eastern division building. …

Another big project was the construction of a modern, eight story bank and office building for the Fidelity Savings and Loan association. The old Ziegler building on the northeast corner of Riverside and Howard was razed in 1952 to make room for the new structure. Completed last year, Fidelity's new building is an attractive addition to Spokane's skyline.

Officials of the First National bank now are boasting the bank "is the oldest bank in the newest building in Spokane." They can make this claim because the forerunner of the present bank was organized on May, 1892, or a few years before any of the present banks.

> The First National, which occupied the old Marble Bank building for 37 years, moved recently into its modernistic home at Riverside and Stevens. Its patrons can even do their banking to piped-in soft music.
>
> Lincoln First Federal Savings and Loan association has remodeled its downtown office at N 120 Wall and constructed a modernistic drive-in branch at 2215 Northwest Boulevard.
>
> The first project was the adding of three stories to the downtown two-story building. The addition and the remodeling of the lower floors were completed in February 1952. The association opened its Northwest Boulevard branch a couple of weeks ago.
>
> The Old National bank remodeled and modernized the lobby of its main office at Riverside and Stevens last year. The remodeling included lowering the ceiling, installing modernistic lighting and doing away with old-fashioned teller's cages.
>
> The Old National built a drive-in branch at W 56 Riverside in 1952 and remodeled three city branches. ....
>
> The Washington Trust bank is the only one in the city that hasn't either built new quarters or completely remodeled existing offices. However, the bank built an ultramodern drive-in branch at Second and Wall in 1950."

Conceived in the 1950s era of downtown bank building, the imposing modern 8-story Lincoln First Savings and Loan building at Lincoln and Riverside and designed by Harold Whitehouse, Price and DeNeff, was constructed in 1963. The project was prominently announced on the front page of the *Spokesman-Review* on Christmas day 1959—Page 1 "$3,500,000 Building Set for Downtown District."

> "Lincoln First to Raze Old Golden Gate, Norfolk Units. Whitehouse, Price & Ed Neff architects, are making studies in preparation for planning of the new structure. Planned to be constructed in 1962. ... He (Roderick A. Lindsay, president,) noted that Spokane is the only city of its size with two savings and loan associations, having assets of more than $100,000,000. The other such firm here is Fidelity Savings and Loan association.
>
> He said that despite growth of suburban areas and shopping centers, experience in other cities as well as Spokane shows the bulk of the business is transacted in the downtown areas.
>
> He said the choice of location in the downtown area for new quarters is in keeping with planning now underway by Ebasco Services for Spokane Unlimited.

> No decision has been made yet on future use of the present building at N. 120 Wall [extant], Lindsay Said."

The Ebasco Plan would also set in motion efforts that would change the First National Bank as well. The first major alteration to the building was to its skin. October 11, 1965 plans by McClure & Adkison Architects detailed the change in the building's look by the addition of a new granite veneer, black granite, to replace the cream-colored glazed tile. The original red granite on the lower level would remain, and a new aluminum cover to match the original aluminum trim, was installed above, on the ceramic sill separating the first and second levels of the east façade. New signs "First National Bank" would be affixed to the black granite surface in the west quadrant of the south façade, and in the south quadrant of the east façade. The ground floor, windows, entry, and aluminum trim would remain as originally installed in 1954.

The next change, the addition of a new north face, evolved only months later. Plans by Thomas R. Adkison Architect revealed a new face on the north, alley side, of the building. The revitalization of the entire block was in process precipitated by a project intended to revitalize the downtown core. As reported in the *Spokane Daily Chronicle*:

> "$2.5 Million Building Planned," marked a major change to the First National Bank building and downtown Spokane.

The next major change to the building took place in 1978. A building permit[23] listed proposed alterations to the Sherwood Building and First National Bank including a skybridge to the Parkade, demolish partitions and existing ceiling, construct new skywalk, add 1 story to North side of Sherwood Building and alterations in First National. Thomas Adkison provided the design and Halvorson Construction completed the work. This project resulted in the construction of Sherwood Mall which included the second story of the FNB building. A corridor through the building between the Sherwood to the west and connecting to a skybridge across Stevens Street to the ONB on the east would also provide access to a new restaurant and other retail shops. The rears of the Sherwood and FNB buildings were again revised to unify the buildings in conjunction with the addition of the new skywalk.

The 1978 R. L. Polk Directory records, for the first time, the tenants of the Sherwood Mall which was developed in conjunction with the skywalk extension to the Old National Bank Building. Several of the tenants of the Sherwood Mall were on the second, or skywalk, level of the FNB Building. Kowalski's restaurant occupied the space south of the skywalk corridor and other shops were to the north side. These businesses were not listed under the FNB address even through they occupied space within the building. The FNB in Spokane continued to operate on the 1st floor and basement.

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[23] Issued December 5, 1977

FNB Building Site and Block History

The Sanborn map of 1884 shows the site as vacant with a variety of frame-one- and two story buildings, including a blacksmith next door to the west, a shooting gallery and bowling alley, four saloons, three barbers, offices, general merchandise, hardware, Chinese laundry, livery, a couple of dwellings, sheds, and a post office on the corner of Howard and Main.

The 1888 Sanborn shows the site and block essentially the same as 1884.

The 1889 Sanborn shows the site developed with the four-story wood frame Eagle Block with a harness and saddle shop and furnished rooms up stairs. The entire block was built out with liquors, a corral, wagon shop, tailor, barber, notions, tobacco, hardware, saloons, drugs - a variety of shops typical of a growing western town.

The 1890 Sanborn, the year after the fire, shows the five-story brick Eagle Block on the future FNB site. A wide vacant swath was between the Eagle Block and the five-story brick Ziegler Block on the southwest corner of the block. Saloons and shops were to its north, and the Moore Block and another brick block were under construction in the north half of the block. The northeast corner of the block indicated the dotted outlines of building foundations, not yet rebuilt from the fire of 1889.

In 1891 Sanborn depicted the Eagle Block and to its west the three-story brick Sherwood Building (razed in 1915 to make way for the current Sherwood Building), two vacant lots, the Ziegler Block, a three-story brick building to its north, the Holley, Mason Marks & Company hardware and on the northwest corner, the Daniel's Block. Several vacant lots left a large gap before the single story brick store building on the northeast corner that extended south to the alley.

In 1910, the block was built out. Sanborn depicts a variety of buildings, all brick and stone, one- to five- story buildings. The Eagle Block, Sherwood Building, and Ziegler Block dominated the frontage along Riverside. The Pantages Theater replaced Holley Mason on the northwest quadrant of the block, and one-to three-story shops lined Main Avenue and Stevens Street.

The 1928 Sanborn depicts the block as fully built out. Only the two two-story brick buildings at 516 and 518 West Riverside, and the Sherwood Building (1916 version) are extant.

The 1952 Sanborn depicts the same pattern as 1928. It does not show the FNB Building, the Fidelity Savings Building and the Parkade which came in the following years.

RL Polk Directory – FNB Building – 502 West Riverside Avenue - Building Occupants

The first year that the First National Bank Building (FNB) was listed was in 1955, the year after completion of construction. The initial occupants were the First National Bank in Spokane on the 1st floor and basement. On the second floor were Intermountain Insurance Agency, Inc. and Intermountain Mortgage Company. In room 200 was United Pacific Insurance Company and in 204, Keith Campbell, lawyer, and Dressel & Lehan, attorneys.

In 1960, the second floor tenants changed slightly but Intermountain remained, and the attorneys were replaced by United Pacific Insurance and Cascade Insurance Company.

In 1965, the tenant mix was essentially the same as 1960, Cascade Insurance Company, United Pacific Insurance and Morrison & Huppin, attorneys occupied the other office suite.

The 1970 Directory listed only United Pacific Insurance on the second floor.

In 1975 through 1977, Bankshares Mortgage Company occupied the second floor.

A city of Spokane building permit, issued on December 5, 1977, documents the alterations to the Sherwood Building, construction of a new skywalk to connect to the Parkade and alterations to the First National.

The 1978 Directory lists the tenants of the Sherwood Mall. Several of the tenants of the Sherwood Mall were on the second, or skywalk, level of the FNB Building. Kowalski's restaurant occupied the space south of the skywalk corridor and other shops were to the north side. These businesses were not listed under the FNB address even though they occupied space within the building. The FNB in Spokane continued to operate on the 1st floor and basement.

In 1992, the FNB Building, but no occupants, was listed at 502 West Riverside.

By 1994, fifty years after opening its new office in the First National Bank Building, First National Bank would no longer call Spokane home, it had been moved to Coeur d'Alene by U.S Bancorp, its parent owner. The charter change had been approved by the U.S. Office of the Comptroller of the Currency in May 1991. The bank would now become the First National Bank of Idaho. The FNB Building was occupied by the U.S. Bank of Washington Escrow Department, and the Trust and Securities branch.

In 1995 and 1996, US bank was transitioning out of the FNB building, but the skywalk level office spaces and Metro Café continued to operate.

The 1997 Directory listed the FNB Building as vacant.

In subsequent directories, the address 502 West Riverside was no longer listed. Occupants of the FNB were listed under 510 West Riverside, the Sherwood Building. The major user of the 1st floor and basement space was Sterling Savings Bank and its real estate affiliates as office and operational space. Sterling was spread throughout the Sherwood and FNB buildings until consolidating in the Crescent Building in 2012.

In 2011, listings for 510 West Riverside included within the 2nd floor of the FNB Building, Sterling Savings Real Estate in suite 205, Metro Café in 207, and Washington State Services for the Blind in suite 209 (was here in 2006). No address for 502 was listed.

Historical Context of Downtown Spokane

"The Spokane Falls and its surroundings were a gathering place and focus for settlement for the area's indigenous people due to the fertile hunting grounds and abundance of salmon in the Spokane River. The first humans to arrive in the Spokane area arrived between twelve thousand and eight thousand years ago and were hunter-gatherer societies that lived off the plentiful game in the area. Initially, the settlers hunted predominantly bison and antelope, but after the game migrated out of the region, the native people became dependent on gathering roots, berries, and fish... The Spokane tribe used the Spokane Falls as the center of trade and fishing."[24][25]

"The first American settlers, squatters J.J. Downing, with his wife, stepdaughter, and S.R. Scranton, built a cabin and established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney, two Oregonians passing through the region in 1873 recognized the value of the Spokane River and its falls. They realized the development potential and bought the claims of 160 acres and the sawmill from Downing and Scranton… Glover and Matheney knew that the Northern Pacific Railroad Company had received a government charter to build a main line across this northern route."[26] By 1875, Matheney became doubtful that the Northern Pacific Railroad would come to Spokane and sold his stake in the venture to Glover.

In 1877 soldiers that were fighting a war against the Nez Perce Indians spent the winter in Spokane. They built Fort Coeur d'Alene, and Glover sold food and goods to the soldiers. The presence of soldiers encouraged families to move to Spokane, expanding its population. Glover became the founder and "Father of Spokane" and one of its first mayors as well.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, providing connection to the Puget Sound. The line was completed in 1883 when the eastern and western branches of the railroad came together, thus establishing transcontinental service through Spokane Falls.

The newly incorporated city continued to grow through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people.

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[24] "History of Spokane, Washington," Wikipedia, http://en.wikipedia.org/wiki/History_of_Spokane,_Washington.
[25] Original reference comes from Robert H. Ruby and John Arthurs Brown's definitive history on the indigenous people of Spokane, *The Spokane Indians: Children of the Sun*, printed in 2006.
[26] "History of Spokane, Washington," Wikipedia.

From the turn of the new century, 1900, Spokane's population exploded from 36,848 to 104,402 in 1910. This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

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

Spokane grew rapidly through the teens to a 1920 population of 104,437, but then slowed in the 1930s and increased to 122,001 in 1940. World War II was a period of industrial development with the power generation of the New Deal Grand Coulee Dam supporting aluminum plants, military supply depots, and other industry.

During World War II, Spokane was home to the Velox Naval Supply Depot, the massive Galena Army Air Corps supply and repair depot (later Fairchild AFB), Geiger Field, Fort George Wright, and the Baxter Army Hospital. In addition, two federally owned aluminum plants at suburban Mead and Trentwood proved crucial to the war effort. Some 15,000 Spokane residents served in the armed forces and many were employed in war-related industries.

In 1950, Spokane's population increased by 40,000 people to a population of 161,721. The pent up demand of returning veterans fueled the construction of single-family homes in the suburbs to the north, south, and Spokane Valley. New commercial buildings, and a wave of new banks, were built in downtown Spokane. Shopping centers sprouted in the burgeoning residential suburbs. Another 20,000 people were added during the 1950s to 181,608 in 1960, with a decrease to 170,516 in 1970. Because of the sprawling push to the suburbs and development of shopping malls, the downtown Spokane core declined.

Various planning efforts for the downtown, from the 1961 Ebasco Plan, the work of Spokane Unlimited in the 1960s and 1970s responded to the flight to the suburbs and the deteriorating downtown core. The Spokesman-Review article of January 4, 1961, captioned "Central Spokane Plan Held Vital," summed it up in a statement by John G. F. Hieber, president of Spokane Unlimited, Inc. "Spokane must have a strong heart for if the core is weak it becomes a threat to the entire city." The effort to develop the Ebasco Plan, which envisioned a core riverfront freed from the steel wall of the railroads, was launched by the downtown interests. The construction of the Parkade Plaza at Howard and Main in 1967 was an early effort in downtown revitalization by providing a major parking garage and linking it to downtown retail shops via a skywalk system.

Expo '74 cleaned up the steel and concrete wall of the railroads along the river, provided a new urban park that highlighted the Spokane River falls, and brought new energy to Spokane and worked to revitalize the downtown. The skywalk system initiated with the Parkade Parking Garage in 1967 pushed into department stores such as the Crescent, the Bon Marche, J.C. Penney's, Riverpark Square, and office buildings such as the Old National Bank and Paulsen Building, and Seattle First National Bank. Eventually some 15 blocks would be connected by this system. But, as a new emphasis was placed on street level retail and activity on the sidewalks, the skywalk system, essentially a two-level retail area within the core, began to fade in the 1990s. An article in the Journal of Business in 2005 reported the results of a recent survey of downtown skywalk spaces and indicated that 40 percent of the retail spaces were empty. Much of the space was shifted back to office use which it had been prior to the expansion of the skywalk system.

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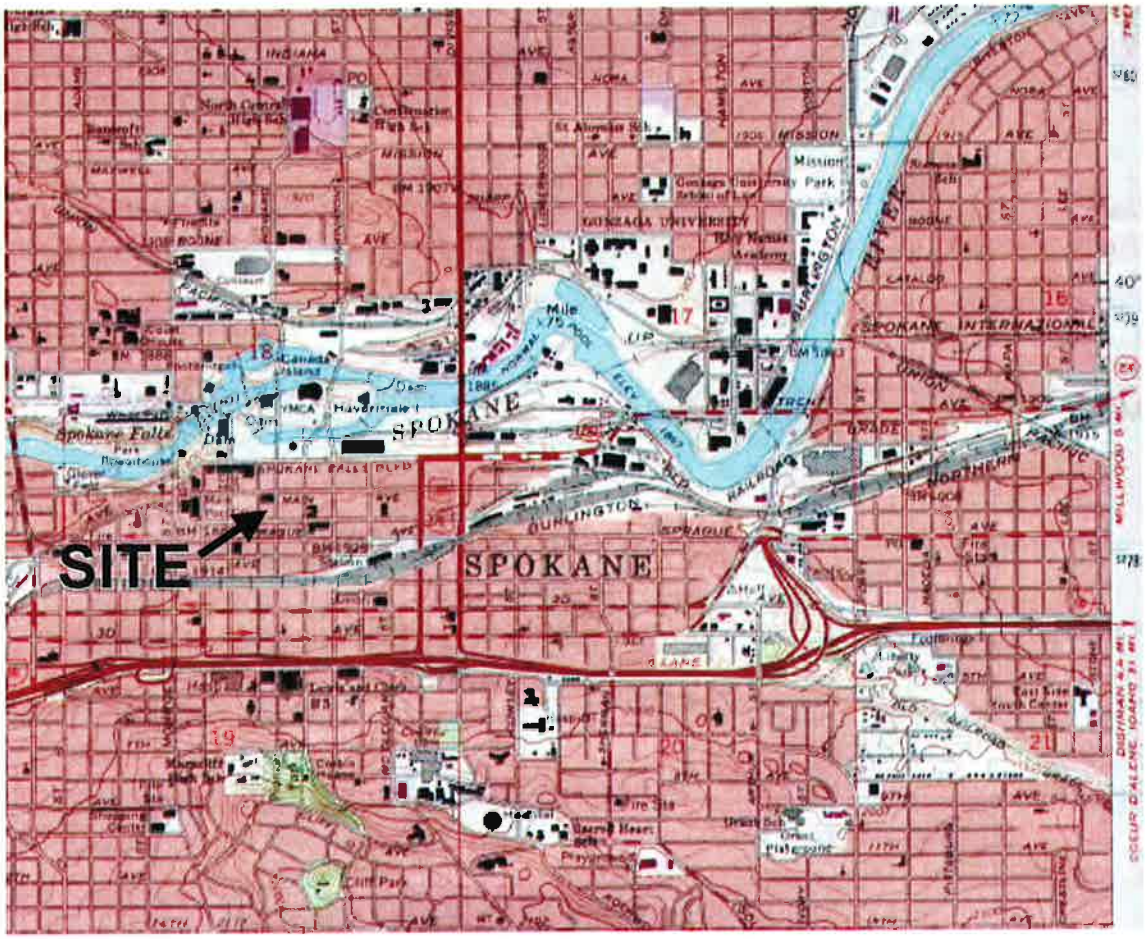
City of Spokane 2012 Aerial Photo

502 WEST RIVERSIDE AVENUE AERIAL PHOTO OF SITE BLOCK

N

No scale

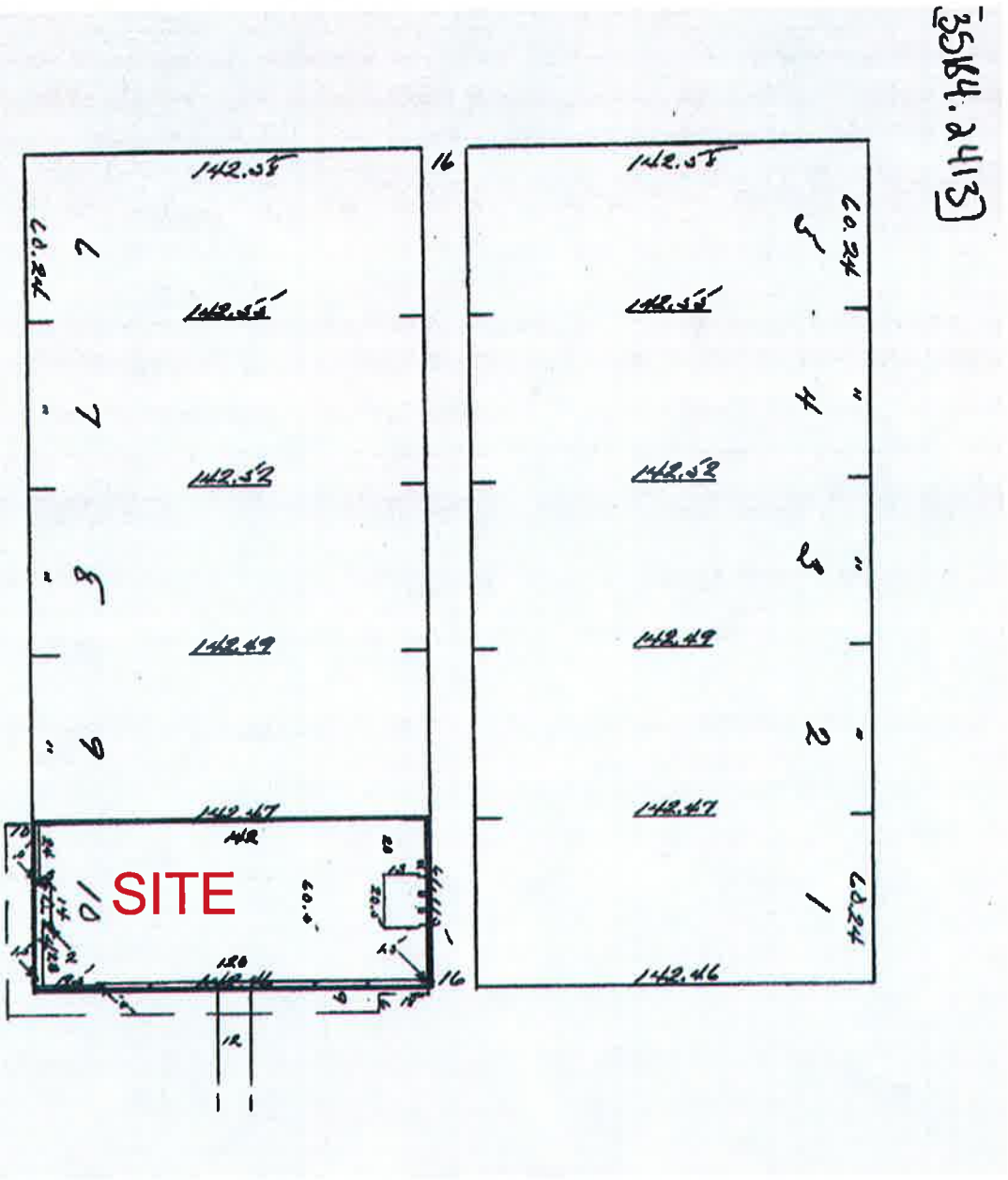


USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

502 WEST RIVERSIDE AVENUE SITE LOCATION

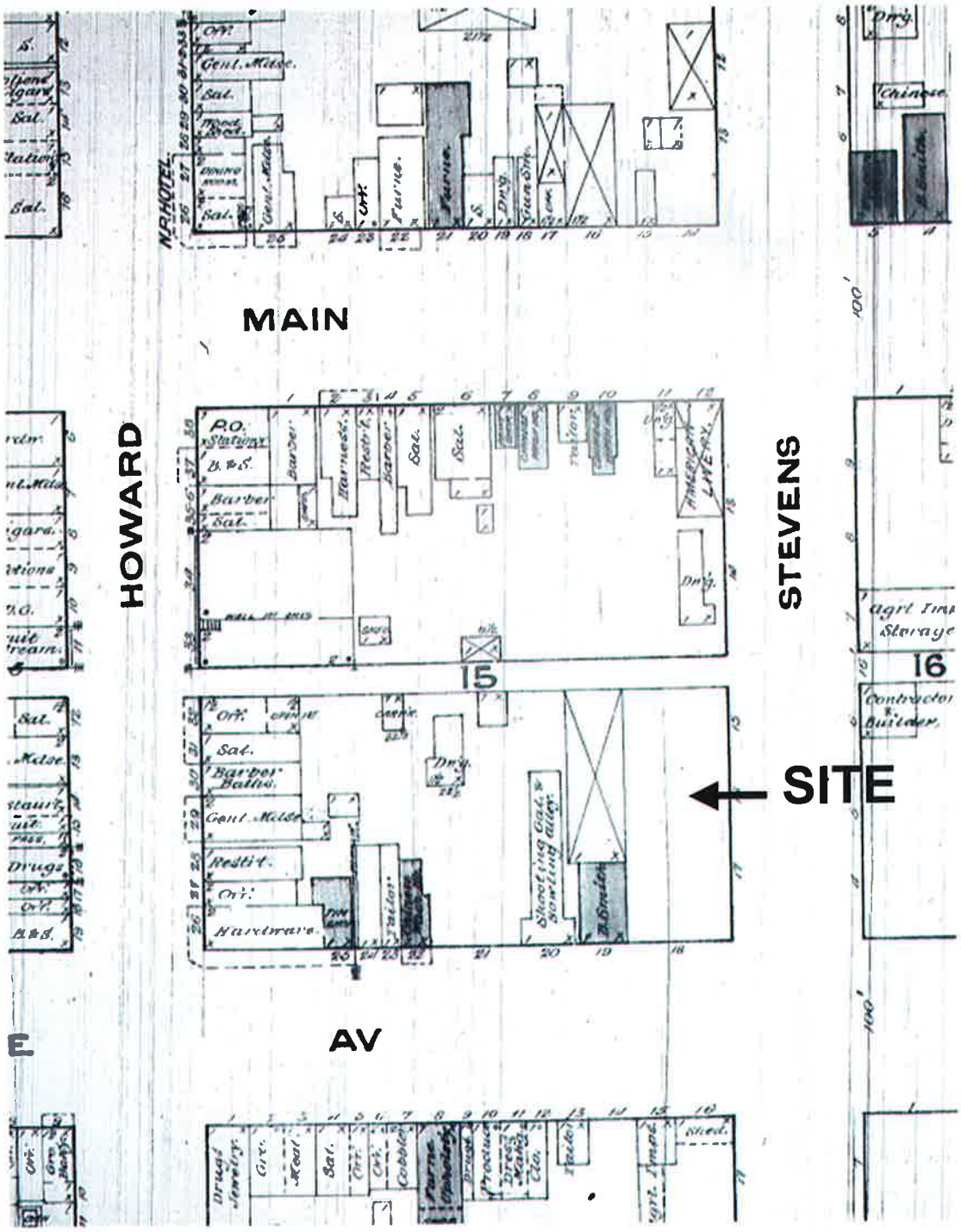
N

1' = 2000'



502 WEST RIVERSIDE AVENUE
ASSESSOR'S PARCEL MAP

N
No scale

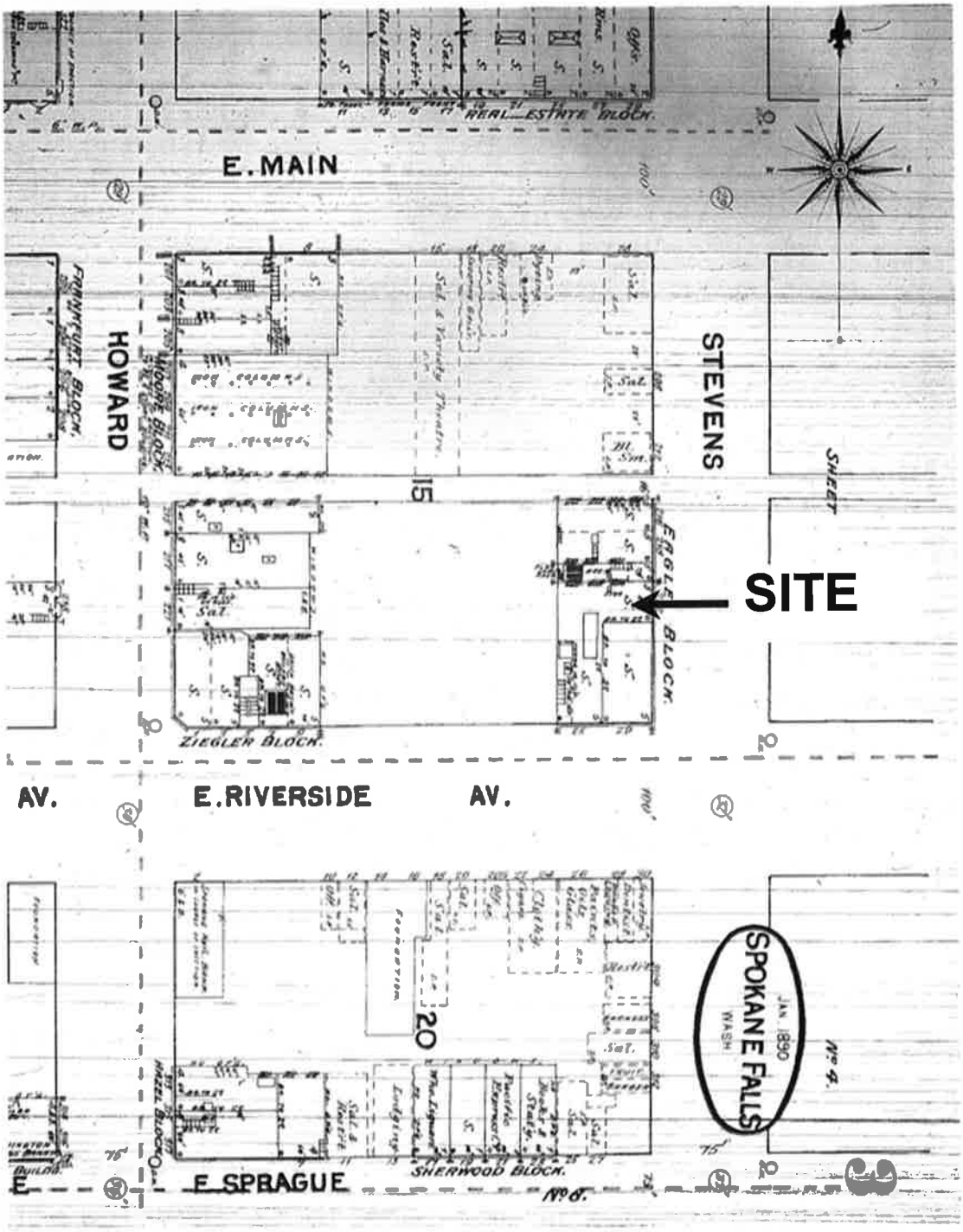


Sanborn Insurance Map – 1884 – page 3

502 WEST RIVERSIDE AVENUE
1884 SANBORN MAP

N

1' = 100'

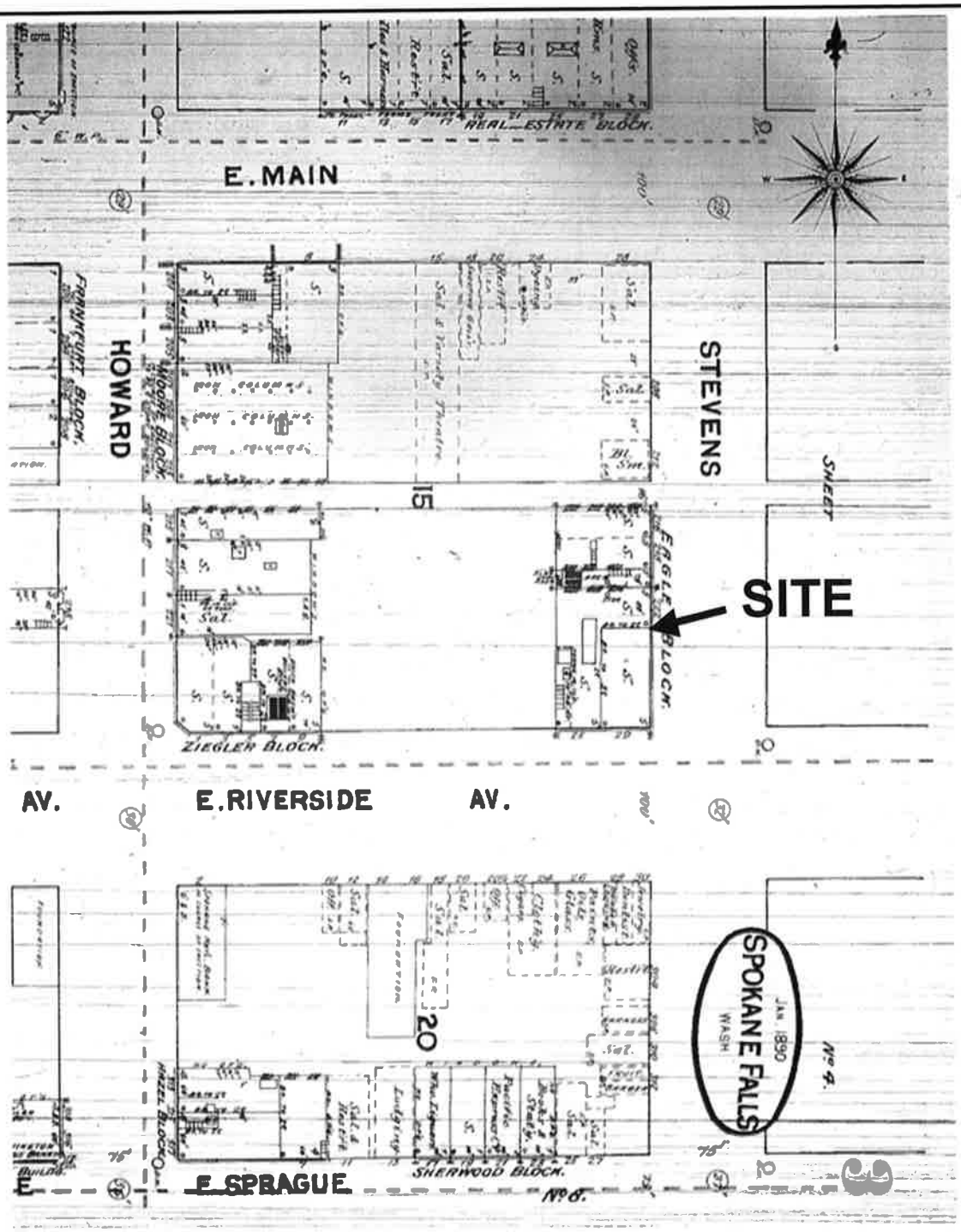


Sanborn Insurance Map – 1888 – page 3

502 WEST RIVERSIDE AVENUE
1888 SANBORN MAP

N

1' = 100'

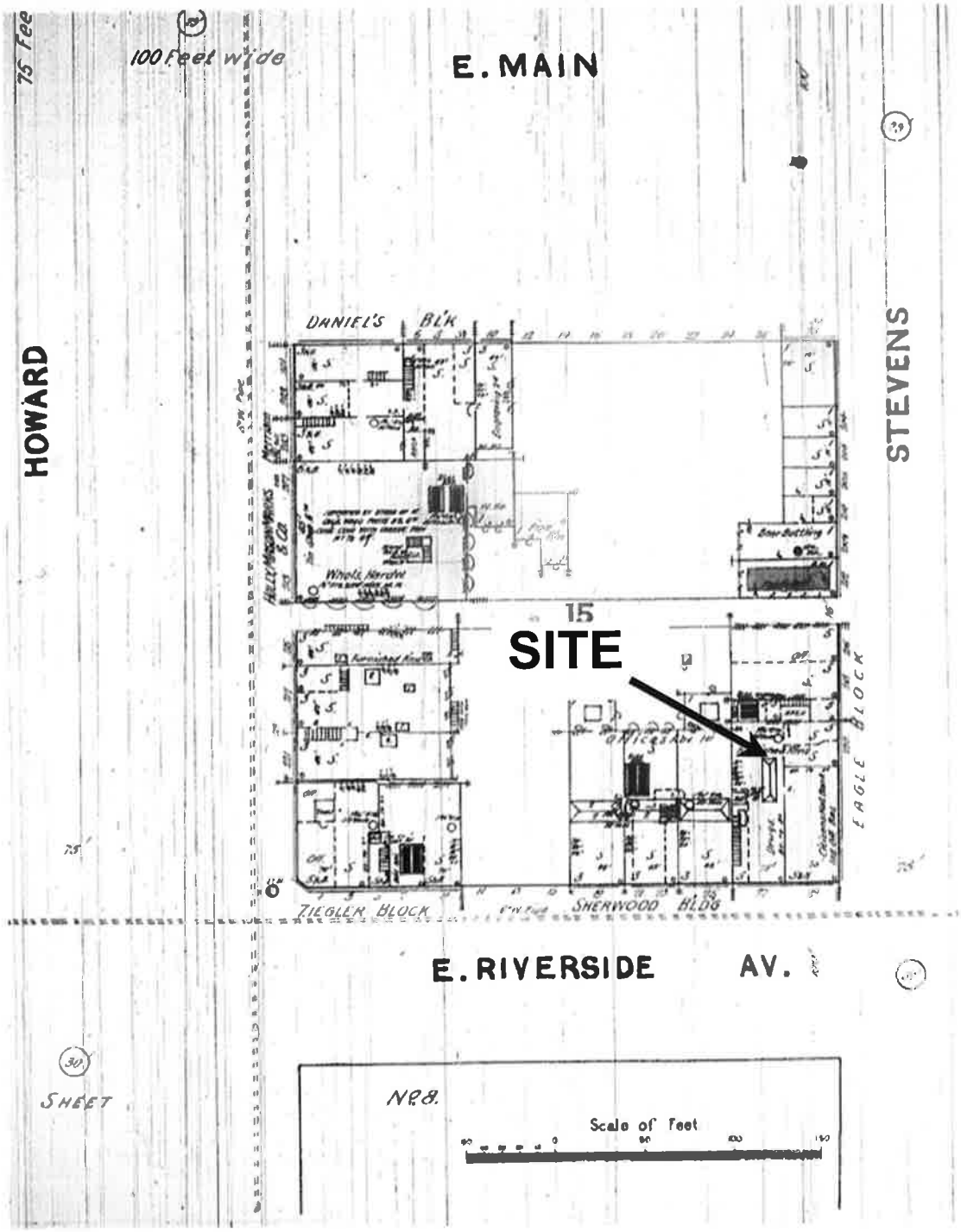


Sanborn Insurance Map – 1890 – page 4

502 WEST RIVERSIDE AVENUE
1890 SANBORN MAP

N

1' = 100'

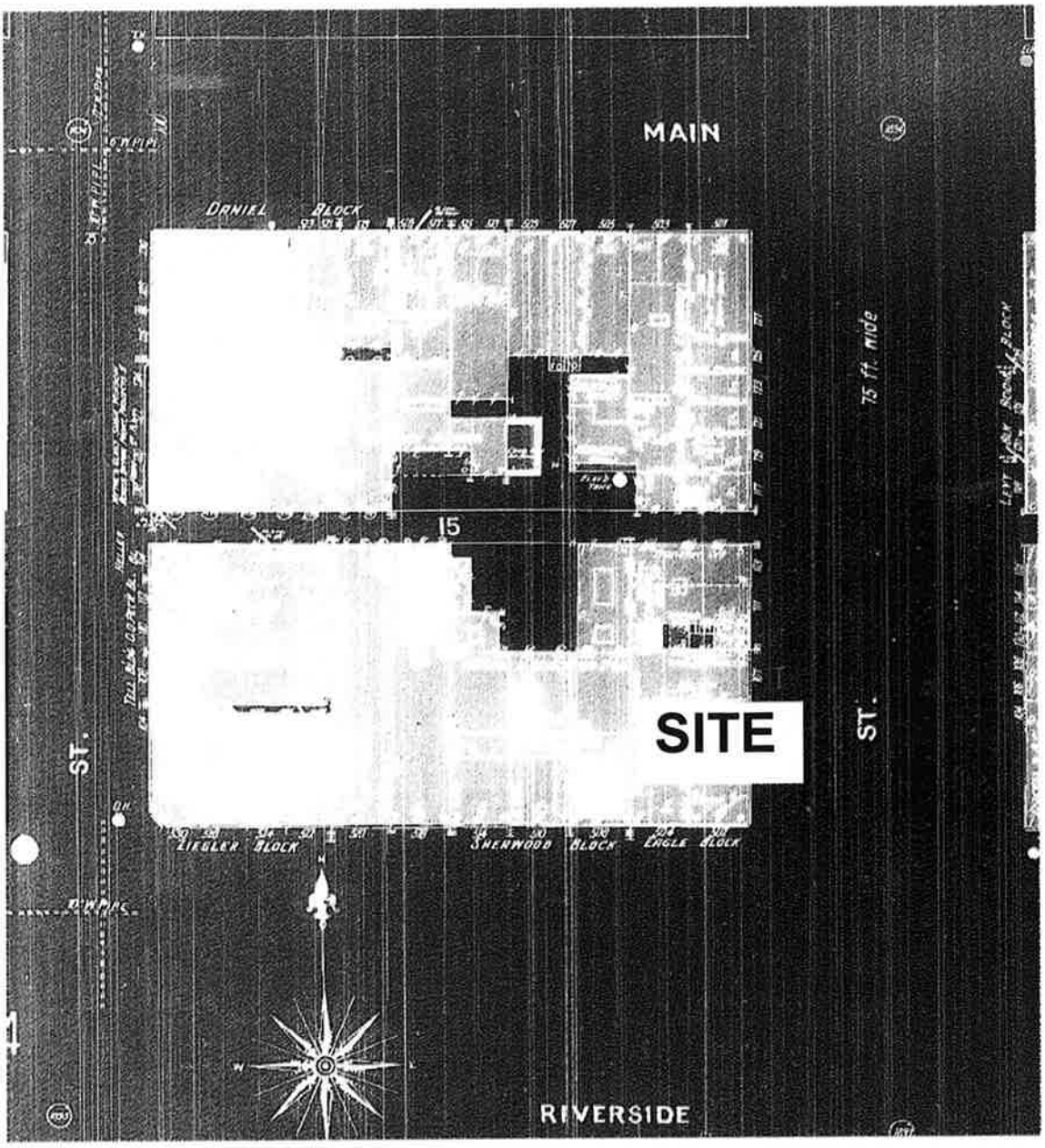


Sanborn Insurance Map – 1891 – page 5

502 WEST RIVERSIDE AVENUE
1891 SANBORN MAP

N

1' = 100'

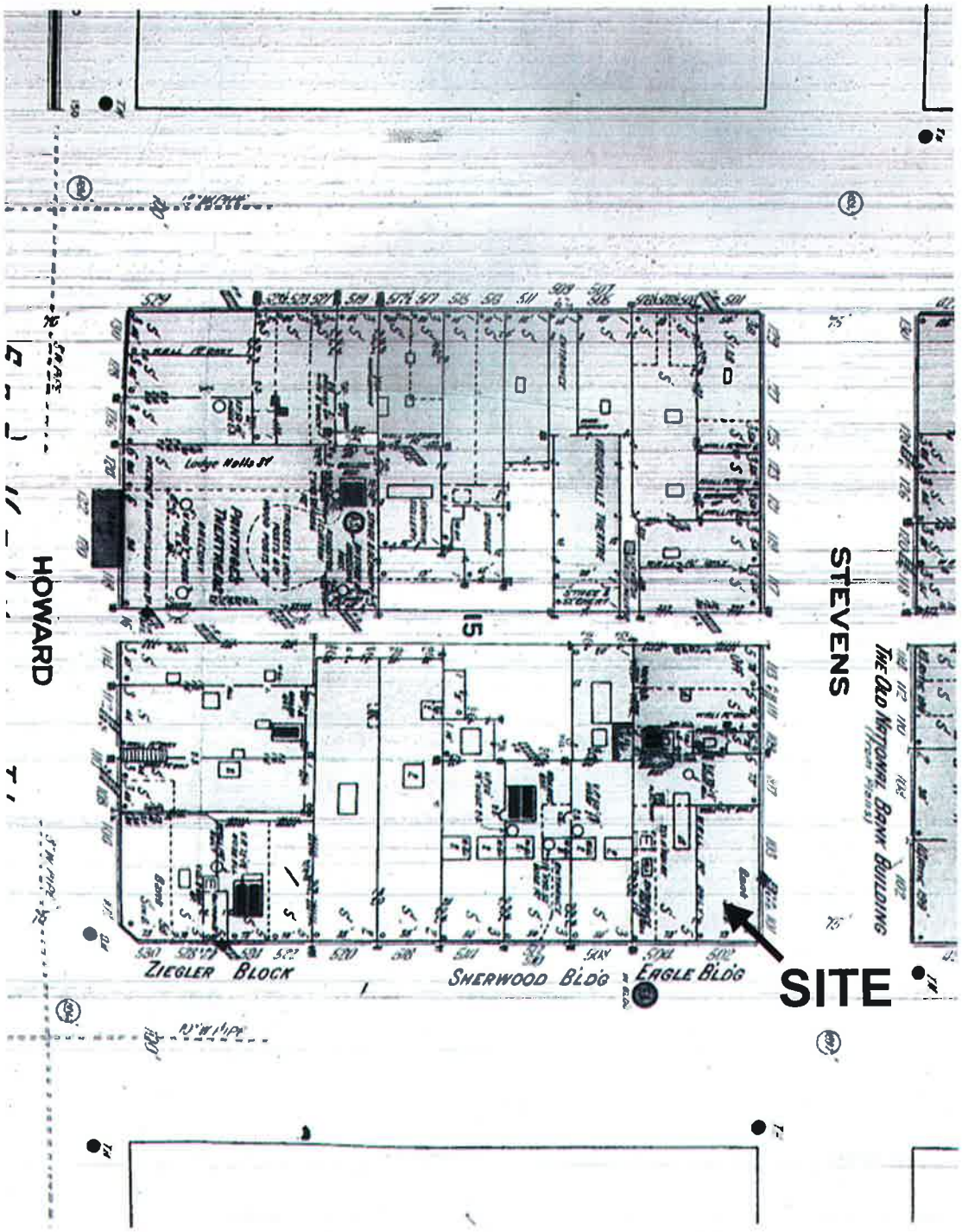


Sanborn Insurance Map – 1902 – page 6

502 WEST RIVERSIDE AVENUE
1902 SANBORN MAP

N

1' = 100'

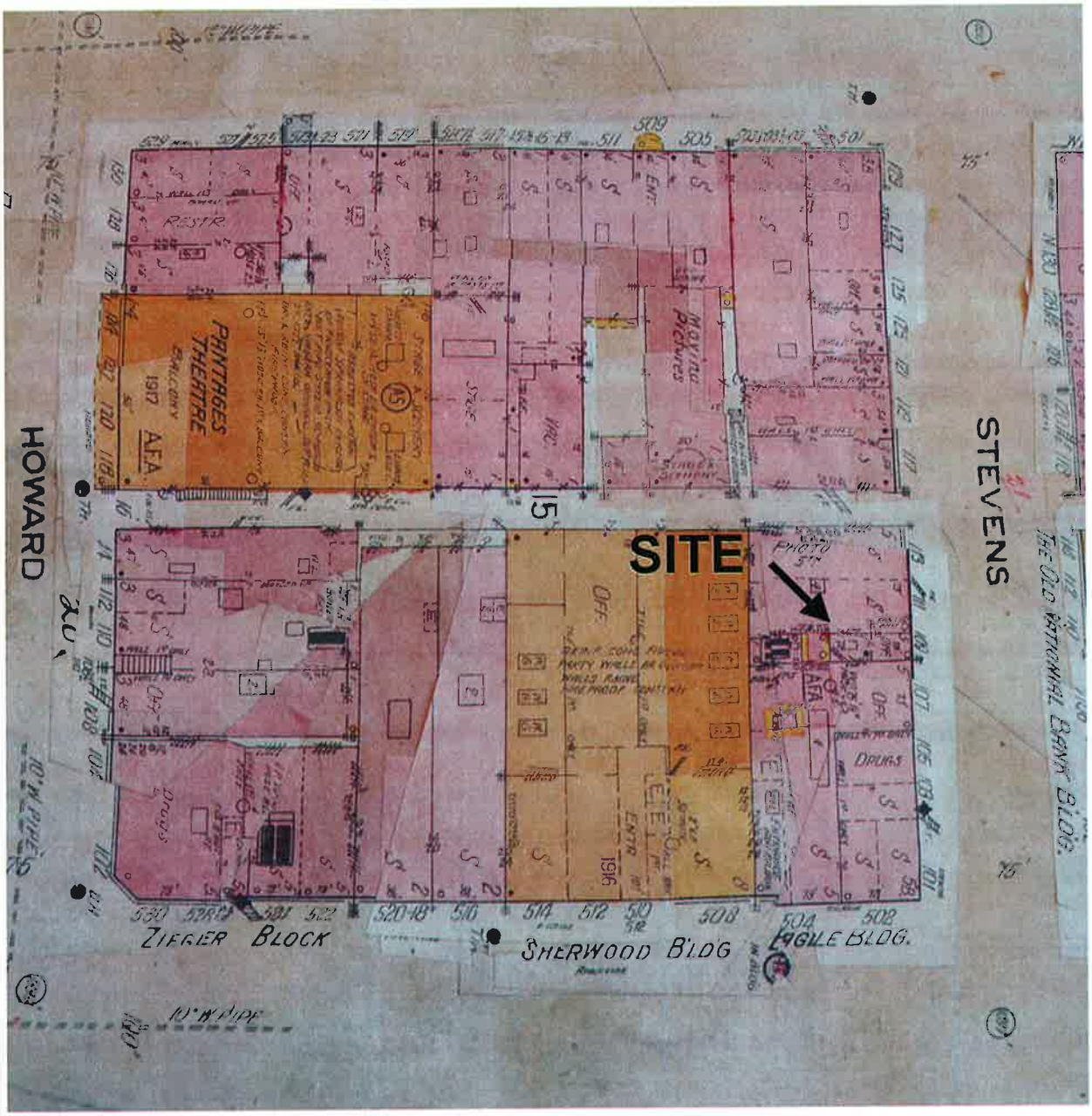


Sanborn Insurance Map – 1910 – page 429

502 WEST RIVERSIDE AVENUE
1910 SANBORN MAP

N

1' = 100'

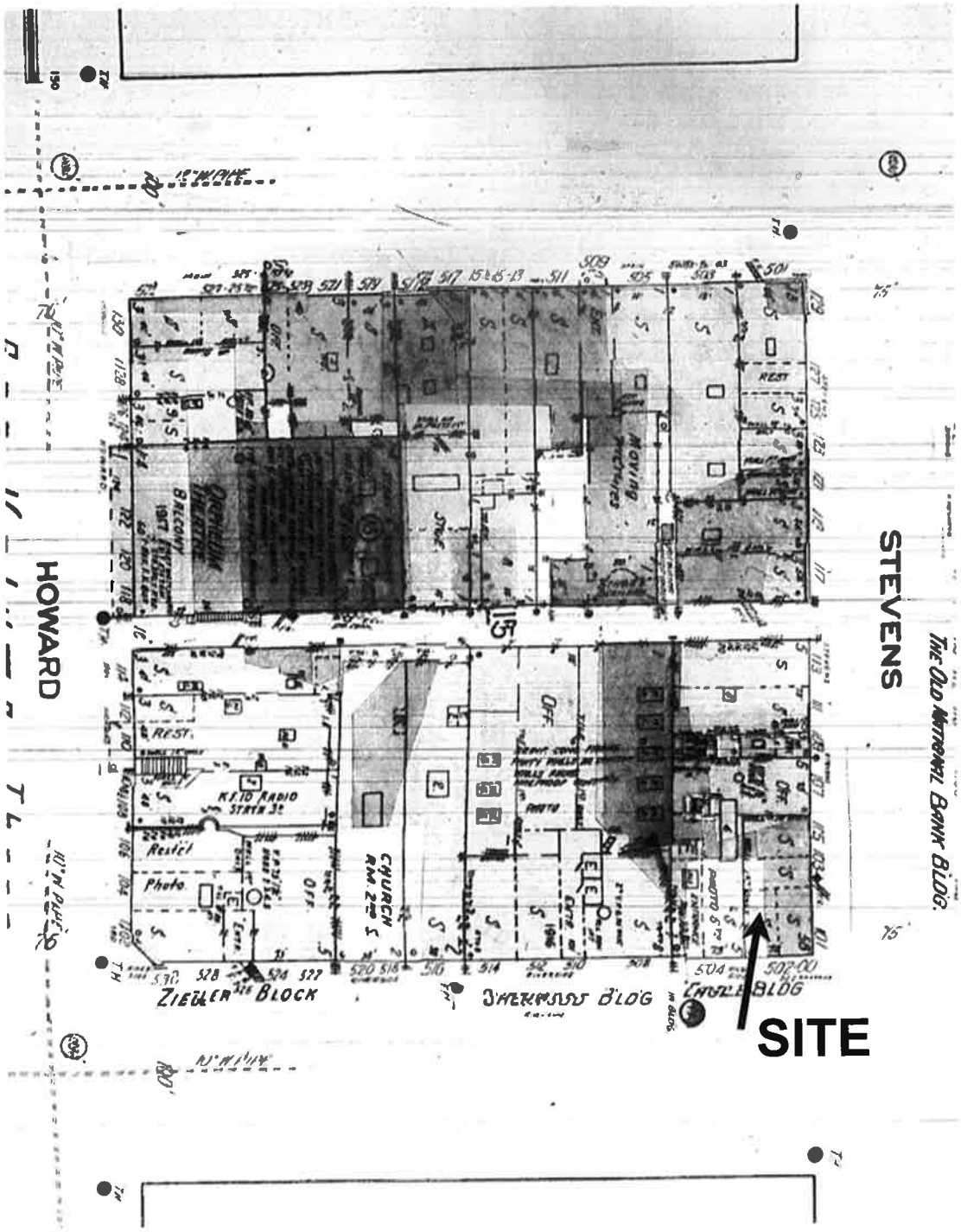


Sanborn Insurance Map – 1910 updated to 1928– page 428

502 WEST RIVERSIDE AVENUE
1928 SANBORN MAP

N

1' = 100'



Sanborn Insurance Map – 1950 updated to 1952– page 429

502 WEST RIVERSIDE AVENUE
1952 SANBORN MAP

N

1' = 100'

First National Bank, 502 W. Riverside, Spokane, WA – 1954
(Libby Photo)

Photo 1 – View to Northeast Showing Site Context From Howard and Riverside

Photo 2 – View to Northwest Showing Site Context From Stevens and Riverside

Photo 3 – View to Northeast Showing Southwest corner of the FNB

Photo 4 – View to North Showing Front of FNB Along Riverside Avenue

Photo 5– View to Northwest Showing Southeast corner of the FNB and Skywalk

Photo 6 – View to Northwest Showing Northeast Corner and Skywalk

Photo 7– View to of Basement Looking to North and Toward Vault

Photo 8 – View to North Showing Vault Door (By Allied Safe & Vault Co of Spokane)

Photo 9– View to North of Numerica Bank Lobby From Front Entry

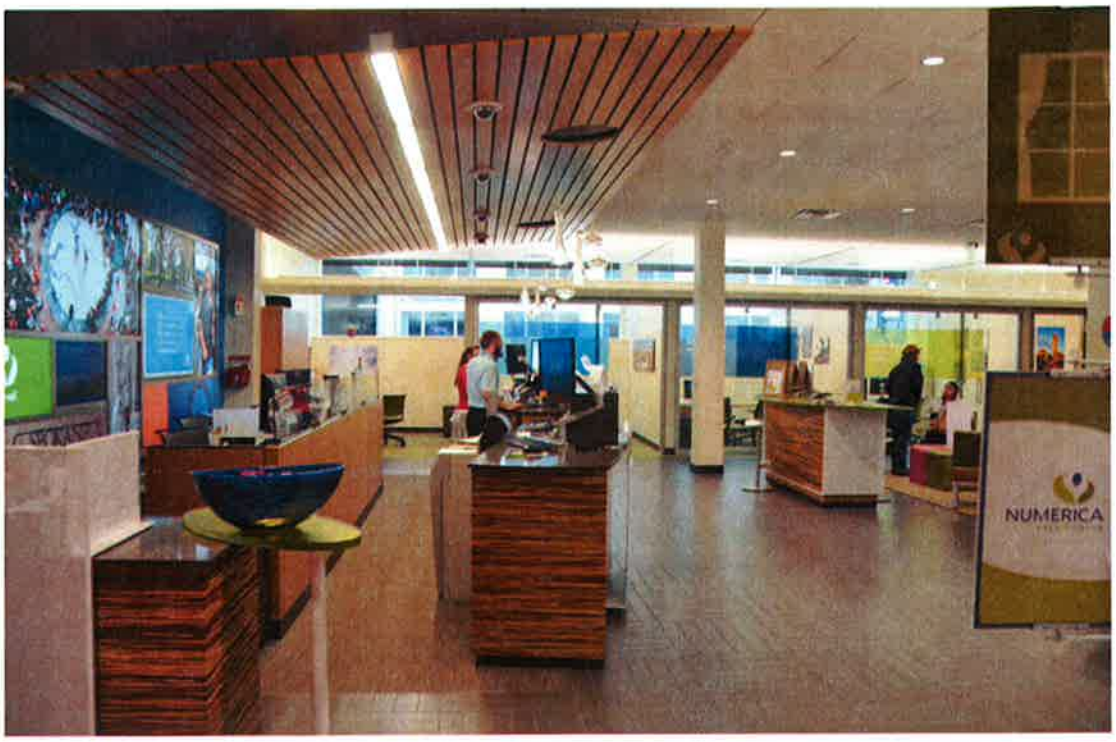


Photo 10 – View to East Along Main Floor Showing Numerica Bank Lobby

Photo 11– Looking East Toward Entry to Former FNB Building From Sherwood Building (GenPrine Offices)

Photo 12 – Looking Southeast Into GenPrine Offices

Photo 13– 2nd Floor Looking East Along Skywalk Corridor Toward Stevens Street

Photo 14 – 2nd Floor Looking West Along Skywalk Corridor Toward Sherwood Building

Photo 15– 2nd Floor Looking Northeast Along Skywalk Corridor At Office Section

Photo 16 – 2nd Floor Looking Northwest Along Skywalk Corridor at Office Section

Photo 17– 2nd Floor Looking South at Thomas Hammer Coffee

Photo 18 – 2nd Floor Looking South at Nystrom & Olson Office

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/13/2015
		Clerk's File #	OPR 2015-0071
		Renews #	
Submitting Dept	COMMUNITY & NEIGHBORHOOD	Cross Ref #	
Contact Name/Phone	CARLY 625-6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0460 - CONTRACT WITH MUNISERVICES		

Agenda Wording

New contract with MuniServices (Fresno, CA) to provide collection services for past due accounts for various city receivables.

Summary (Background)

Once city personnel have exhausted internal efforts to collect past due receivables, these accounts will be forwarded to a collection agency with experience in recovering outstanding balances. All monies recovered by the agency will be applied to the outstanding balance with no cost to the City. The collection agency recovers their cost by charging the debtor an additional fee of 20% of the outstanding balance.

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

Approvals		Council Notifications	
Dept Head	MALLAHAN, JONATHAN	**Study Session**	
Division Director	MALLAHAN, JONATHAN	**Other**	1/5/15 Finance
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	cmorse@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	ccortright@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing			

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
January 5, 2015

Subject
Collection Agency Contracts

Background
The current contract for non-municipal court collections is due to expire on January 31, 2015. An RFP solicitation was conducted, requesting companies with collections experience in various receivables and dedication and understanding of treating customer in positive manner to reflect well on the city. Three agencies have been selected for contracts.

The purpose for hiring multiple agencies would be to have the ability to send delinquent receivables to the agency that is most qualified for each specific receivable type from various departments of the City. These receivable types include utilities, tax and licenses, local and business improvement assessments, boiler and elevator permits and inspections.

Contracts for the following agencies will need to Council approval:

1. Automated Accounts, Inc. – Spokane, WA
    - Local walk-in payment locations; Flexibility to help debtors with various budget restrictions; Years of experience with multiple categories of City A/R

2. Valley Empire Collections – Spokane, WA
    - 2 walk-in pay locations; Years of experience with City A/R; Avista provided a positive reference; Flexibility to help debtors with various budget restrictions

3. Muni Services – Fresno, CA
    - Experience with multiple government agencies (nationwide); strong technical proposal; Flexibility to help debtors with various budget restrictions

Impact
These contracts will enhance the City's ability to recuperate outstanding debt owed, after all other City internal recovery options have been employed. All monies recovered are applied to the outstanding balance. The collection agency charges an additional fee to the customer for their efforts. If the agency is unable to collect, there is no charge to the City.

Action
Contract Approval

Funding
There is no cost to the City. The collection fee is passed on to the customer. The collection fee for each chosen agency is as follows:

1. Automated Accounts: 33%
2. Valley Empire Collections: 30%
3. Muni Services: 20%

For further information, please contact Corin Morse, A/R and Collections Manager, 625-6855 or cmorse@spokanecity.org

City Clerk's No. 2015-0071

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City," and MUNI SERVICES, LLC. , whose address is 7625 N Palm Ave. Ste. 108 Fresno, CA 93711, as "Agency."

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated November 13, 2014

2. CONTRACT DOCUMENTS. This Agreement, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.

3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.

4. CONTRACT TERM. The Agreement shall begin on February 1, 2015, and continue in force through January 30, 2017, unless terminated sooner. The Agreement may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

5. COLLECTION PRACTICES.

A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.

B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.

C. In its performance of this Agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this Agreement.

D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Chief Financial Officer.

E. Before accepting any compromise settlements, the Agency shall make written request to the City by e-mail, facsimile, or written form, and receive in return, written permission from the City's Chief Financial Officer.

F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.

G. The Agency shall observe a thirty (30) day waiting period between time of referral of account and time of notification to credit bureau(s) of the debtor's payment status and/or dispute.

6. REPORTS.

A. Collection Statement. The Agency shall provide the City, on a monthly basis, a statement that lists all monies collected during the preceding calendar month. It shall clearly identify each account, show the total amount collected for each account, the date collected, and the amount deducted as the Agency's percentage.

B. Assignment Acknowledgment. The Agency shall provide the City, on a weekly basis, a listing of all accounts assigned within that week. The listing shall be alphabetical by name.

C. Account Inventory. The Agency shall provide a monthly inventory listing all accounts assigned to the Agency. It shall clearly identify each account, show the date the account was assigned, the status of the account, the original amount placed for collection, payment made to date and balance owing. These same items shall also be totaled for the entire listing.

D. Payment Ratio. The Agency shall, upon request, provide the City with an analysis of the accounts assigned to the Agency. The analysis shall show the recovery history in numbers, percentages, and dollars.

7. CANCELLATION OF ACCOUNTS. Upon mutual agreement of the parties, the City may cancel any assigned account which has not previously been included in a collection lawsuit filed by the Agency. There will be no charge to the City for accounts that are canceled and returned at City's request.

8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

A. The City agrees to provide the Agency with the most recent itemized billing statements showing or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and unpaid balances. The City further agrees to provide testimony in court as may be necessary.

B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500(2) and will provide the Agency with a copy of the notice upon request.

C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.

D. The City reserves the right to assign accounts to additional agencies as stated in RFP 4078-14.

10. PAYMENT. The Agency shall remit all required funds no later than the closest working day to the 10th of each month. These funds shall be delivered with a trust statement stating the commission split. Also, the Agency agrees that any payments not postmarked by the closest working day to the 10th of each month may be subject to a three percent (3%) late payment fee, or any payments not postmarked by the 20th will be subject to a ten percent (10%) late payment fee of the commissions due.

The Agency agrees that if a payment is made by check which is subsequently returned for insufficient funds, the returned check amount will become a debt of the Agency. The Agency shall not reverse the percentage paid to the City. The City shall run a negative payment trust for the Agency of any payments that are backed out and the City will bill the Agency at the end of each month for any money owed the City as a result of a NSF check.

11. INDEMNIFICATION AND RELATIONSHIP OF PARTIES. The Agency is an independent collection agency, licensed and bonded in the State of Washington, and is solely responsible for employment, acts and omissions, control, and direction of its employees, subcontractors and agents. The Agency shall indemnify, defend and hold the City harmless from any and all claims, demands or causes of action that may be asserted due to collection activities of the Agency on accounts referred by the City. The City shall indemnify, defend and hold the Agency harmless from any and all claims, demands, or causes of action that may be asserted due to any activities of the City or its employees or agents on accounts referred by the City.

12. COMPENSATION.

A. Collection Fee. The Agency shall attach a twenty percent (20%) collection fee to the principal balanceof the account and thirty three percent (33%) for an account involved in Court action. No fee shall be charged for accounts not collected. All fees shall meet the provisions of RCW 19.16.500.

C. Interest. Any and all money received on the account from accrued interest after the assignment or date of referral collected by the Agency, shall be paid only to the

Agency.

D. Non-Sufficient Funds (NSF) Charges: The Agency shall collect the face value of the NSF charges. Upon receiving monies, the City will receive one hundred percent (100%) of the principal amount of the checks.

13. WAIVERS AND CONFLICTS OF LAW. No delay or failure of either party in exercising any right shall be considered a waiver of such right or any other right. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Agency 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 Agency.

15. MODIFICATION. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

16. NOTICES. All notices required under this Agreement shall be directed to:

City of Spokane	Muni Services LLC
Corin Morse	Patrick Scott
A/R and Collection Manager	Vice President Client Services
First Floor, City Hall	7625 North Palm Avenue, Suite 108
808 W. Spokane Falls Boulevard	Fresno, California 93711
Spokane, Washington 99201	

17. INSURANCE. During the term of the Agreement, the Agency shall maintain in force at its own expense, the following insurance:

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

B. General Liability Insurance on an occurrence basis. with a combined single limit, of not less than $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's services to be provided

under the Agreement; and

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

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

As evidence of the insurance coverages required by this Agreement, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By:_____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

MUNI SERVICES, LLC

E-Mail address, if available:

_____

By: _____

Title: _____

15-405 Muni

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/13/2015
		Clerk's File #	OPR 2015-0072
		Renews #	
Submitting Dept	COMMUNITY & NEIGHBORHOOD	Cross Ref #	
Contact Name/Phone	CARLY 625-6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0460 - CONTRACT WITH AUTOMATED ACCOUNTS, INC		

Agenda Wording

New contract with Automated Accounts, Inc. (Spokane, WA) to provide collection services for past due accounts for various city receivables.

Summary (Background)

Once city personnel have exhausted internal efforts to collect past due receivables, these accounts will be forwarded to a collection agency with experience in recovering outstanding balances. All monies recovered by the agency will be applied to the outstanding balance with no cost to the City. The collection agency recovers their cost by charging the debtor an additional fee of 33% of the outstanding balance.

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

Approvals		Council Notifications	
Dept Head	MALLAHAN, JONATHAN	**Study Session**	
Division Director	MALLAHAN, JONATHAN	**Other**	1/5/15 Finance
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	cmorse@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	ccortright@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing			

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
January 5, 2015

Subject
Collection Agency Contracts

Background
The current contract for non-municipal court collections is due to expire on January 31, 2015. An RFP solicitation was conducted, requesting companies with collections experience in various receivables and dedication and understanding of treating customer in positive manner to reflect well on the city. Three agencies have been selected for contracts.

The purpose for hiring multiple agencies would be to have the ability to send delinquent receivables to the agency that is most qualified for each specific receivable type from various departments of the City. These receivable types include utilities, tax and licenses, local and business improvement assessments, boiler and elevator permits and inspections.

Contracts for the following agencies will need to Council approval:

1. Automated Accounts, Inc. – Spokane, WA
    - Local walk-in payment locations; Flexibility to help debtors with various budget restrictions; Years of experience with multiple categories of City A/R

2. Valley Empire Collections – Spokane, WA
    - 2 walk-in pay locations; Years of experience with City A/R; Avista provided a positive reference; Flexibility to help debtors with various budget restrictions

3. Muni Services – Fresno, CA
    - Experience with multiple government agencies (nationwide); strong technical proposal; Flexibility to help debtors with various budget restrictions

Impact
These contracts will enhance the City's ability to recuperate outstanding debt owed, after all other City internal recovery options have been employed. All monies recovered are applied to the outstanding balance. The collection agency charges an additional fee to the customer for their efforts. If the agency is unable to collect, there is no charge to the City.

Action
Contract Approval

Funding
There is no cost to the City. The collection fee is passed on to the customer. The collection fee for each chosen agency is as follows:

1. Automated Accounts: 33%
2. Valley Empire Collections: 30%
3. Muni Services: 20%

For further information, please contact Corin Morse, A/R and Collections Manager, 625-6855 or cmorse@spokanecity.org

City Clerk's No. 2015-0072

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City" and Automated Accounts, Inc., whose address is 430 West Sharp Avenue, Spokane, Washington 99201, as "Agency".

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated November 17, 2014.

2. CONTRACT DOCUMENTS. This Agreement, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.

3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.

4. CONTRACT TERM. The Agreement shall begin on February 1, 2015, and continue in force through January 30, 2017, unless terminated sooner. The Agreement may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

5. COLLECTION PRACTICES.

A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.

B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.

C. In its performance of this Agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this Agreement.

D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Chief Financial Officer.

E. Before accepting any compromise settlements, the Agency shall make written request to the City by e-mail, facsimile, or written form, and receive in return, written permission from the City's Chief Financial Officer.

F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.

G. The Agency shall observe a thirty (30) day waiting period between time of referral of account and time of notification to credit bureau(s) of the debtor's payment status and/or dispute.

6. REPORTS.

A. Collection Statement. The Agency shall provide the City, on a monthly basis, a statement that lists all monies collected during the preceding calendar month. It shall clearly identify each account, show the total amount collected for each account, the date collected, and the amount deducted as the Agency's percentage.

B. Assignment Acknowledgment. The Agency shall provide the City, on a weekly basis, a listing of all accounts assigned within that week. The listing shall be alphabetical by name.

C. Account Inventory. The Agency shall provide a monthly inventory listing all accounts assigned to the Agency. It shall clearly identify each account, show the date the account was assigned, the status of the account, the original amount placed for collection, payment made to date and balance owing. These same items shall also be totaled for the entire listing.

D. Payment Ratio. The Agency shall, upon request, provide the City with an analysis of the accounts assigned to the Agency. The analysis shall show the recovery history in numbers, percentages, and dollars.

7. CANCELLATION OF ACCOUNTS. Upon mutual agreement of the parties, the City may cancel any assigned account which has not previously been included in a collection lawsuit filed by the Agency. There will be no charge to the City for accounts that are canceled and returned at City's request.

8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

A. The City agrees to provide the Agency with the most recent itemized billing statements showing or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and unpaid balances. The City further agrees to provide testimony in court as may be necessary.

B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500(2) and will provide the Agency with a copy of the notice upon request.

C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.

D. The City reserves the right to assign accounts to additional agencies as stated in RFP 4078-14.

10. PAYMENT. The Agency shall remit all required funds no later than the closest working day to the 10th of each month. These funds shall be delivered with a trust statement stating the commission split. Also, the Agency agrees that any payments not postmarked by the closest working day to the 10th of each month may be subject to a three percent (3%) late payment fee, or any payments not postmarked by the 20th will be subject to a ten percent (10%) late payment fee of the commissions due.

The Agency agrees that if a payment is made by check which is subsequently returned for insufficient funds, the returned check amount will become a debt of the Agency. The Agency shall not reverse the percentage paid to the City. The City shall run a negative payment trust for the Agency of any payments that are backed out and the City will bill the Agency at the end of each month for any money owed the City as a result of a NSF check.

11. INDEMNIFICATION AND RELATIONSHIP OF PARTIES. The Agency is an independent collection agency, licensed and bonded in the State of Washington, and is solely responsible for employment, acts and omissions, control, and direction of its employees, subcontractors and agents. The Agency shall indemnify, defend and hold the City harmless from any and all claims, demands or causes of action that may be asserted due to collection activities of the Agency on accounts referred by the City. The City shall indemnify, defend and hold the Agency harmless from any and all claims, demands, or causes of action that may be asserted due to any activities of the City or its employees or agents on accounts referred by the City.

12. COMPENSATION.

A. Collection Fee. The Agency shall attach a thirty-three percent (33%) collection fee to the principal balance of the account No fee shall be charged for accounts not collected. All fees shall meet the provisions of RCW 19.16.500.

C. Interest. Any and all money received on the account from accrued interest after the assignment or date of referral collected by the Agency, shall be paid only to the

Agency.

D. Non-Sufficient Funds (NSF) Charges: The Agency shall collect the face value of the NSF charges. Upon receiving monies, the City will receive one hundred percent (100%) of the principal amount of the checks.

13. WAIVERS AND CONFLICTS OF LAW. No delay or failure of either party in exercising any right shall be considered a waiver of such right or any other right. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Agency 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 Agency.

15. MODIFICATION. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

16. NOTICES. All notices required under this Agreement shall be directed to:

City of Spokane Corin Morse A/R and Collection Manager First Floor, City Hall 808 W. Spokane Falls Boulevard Spokane, Washington 99201	Valley Automated Accounts, Inc. Scott Millsap, President Automated Accounts, Inc. 430 West Sharp Avenue Spokane, Washington 99201

17. INSURANCE. During the term of the Agreement, the Agency shall maintain in force at its own expense, the following insurance:

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

B. General Liability Insurance on an occurrence basis. with a combined single limit, of not less than $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are

additional insureds but only with respect to the Agency's services to be provided under the Agreement; and

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

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

As evidence of the insurance coverages required by this Agreement, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By:_____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

AUTOMATED ACCOUNTS, INC.

E-Mail address, if available:

_____

By: _____

Title: _____

15-405 AAI

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/13/2015
		Clerk's File #	OPR 2015-0073
		Renews #	
Submitting Dept	COMMUNITY & NEIGHBORHOOD	Cross Ref #	
Contact Name/Phone	CARLY 625-6263	Project #	
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0460 - CONTRACT WITH VALLEY EMPIRE COLLECTION		

Agenda Wording

New contract with Valley Empire Collection (Spokane Valley, WA) to provide collection services for past due accounts for various city receivables.

Summary (Background)

Once city personnel have exhausted internal efforts to collect past due receivables, these accounts will be forwarded to a collection agency with experience in recovering outstanding balances. All monies recovered by the agency will be applied to the outstanding balance with no cost to the City. The collection agency recovers their cost by charging the debtor an additional fee of 30% of the outstanding balance.

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

Approvals		Council Notifications	
Dept Head	MALLAHAN, JONATHAN	**Study Session**	
Division Director	MALLAHAN, JONATHAN	**Other**	1/5/15 Finance
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT	cmorse@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	ccortright@spokanecity.org	
Additional Approvals		kbustos@spokanecity.org	
Purchasing			

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
January 5, 2015

Subject
Collection Agency Contracts

Background
The current contract for non-municipal court collections is due to expire on January 31, 2015. An RFP solicitation was conducted, requesting companies with collections experience in various receivables and dedication and understanding of treating customer in positive manner to reflect well on the city. Three agencies have been selected for contracts.

The purpose for hiring multiple agencies would be to have the ability to send delinquent receivables to the agency that is most qualified for each specific receivable type from various departments of the City. These receivable types include utilities, tax and licenses, local and business improvement assessments, boiler and elevator permits and inspections.

Contracts for the following agencies will need to Council approval:

1. Automated Accounts, Inc. – Spokane, WA
    - Local walk-in payment locations; Flexibility to help debtors with various budget restrictions; Years of experience with multiple categories of City A/R

2. Valley Empire Collections – Spokane, WA
    - 2 walk-in pay locations; Years of experience with City A/R; Avista provided a positive reference; Flexibility to help debtors with various budget restrictions

3. Muni Services – Fresno, CA
    - Experience with multiple government agencies (nationwide); strong technical proposal; Flexibility to help debtors with various budget restrictions

Impact
These contracts will enhance the City's ability to recuperate outstanding debt owed, after all other City internal recovery options have been employed. All monies recovered are applied to the outstanding balance. The collection agency charges an additional fee to the customer for their efforts. If the agency is unable to collect, there is no charge to the City.

Action
Contract Approval

Funding
There is no cost to the City. The collection fee is passed on to the customer. The collection fee for each chosen agency is as follows:

1. Automated Accounts: 33%
2. Valley Empire Collections: 30%
3. Muni Services: 20%

For further information, please contact Corin Morse, A/R and Collections Manager, 625-6855 or cmorse@spokanecity.org

City Clerk's No. 2015-0073

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City," and Valley Empire Collection, whose address is 8817 East Mission Avenue, Suite 101, Spokane Valley, Washington 99212, as "Agency."

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated November 17, 2014

2. CONTRACT DOCUMENTS. This Agreement, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.

3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.

4. CONTRACT TERM. The Agreement shall begin on February 1, 2015, and continue in force through January 30, 2017, unless terminated sooner. The Agreement may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

5. COLLECTION PRACTICES.

A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.

B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.

C. In its performance of this Agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this Agreement.

D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Chief Financial Officer.

E. Before accepting any compromise settlements, the Agency shall make written request to the City by e-mail, facsimile, or written form, and receive in return, written permission from the City's Chief Financial Officer.

F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.

G. The Agency shall observe a thirty (30) day waiting period between time of referral of account and time of notification to credit bureau(s) of the debtor's payment status and/or dispute.

6. REPORTS.

A. Collection Statement. The Agency shall provide the City, on a monthly basis, a statement that lists all monies collected during the preceding calendar month. It shall clearly identify each account, show the total amount collected for each account, the date collected, and the amount deducted as the Agency's percentage.

B. Assignment Acknowledgment. The Agency shall provide the City, on a weekly basis, a listing of all accounts assigned within that week. The listing shall be alphabetical by name.

C. Account Inventory. The Agency shall provide a monthly inventory listing all accounts assigned to the Agency. It shall clearly identify each account, show the date the account was assigned, the status of the account, the original amount placed for collection, payment made to date and balance owing. These same items shall also be totaled for the entire listing.

D. Payment Ratio. The Agency shall, upon request, provide the City with an analysis of the accounts assigned to the Agency. The analysis shall show the recovery history in numbers, percentages, and dollars.

7. CANCELLATION OF ACCOUNTS. . Upon mutual agreement of the parties, the City may cancel any assigned account which has not previously been included in a collection lawsuit filed by the Agency. There will be no charge to the City for accounts that are canceled and returned at City's request.

8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

A. The City agrees to provide the Agency with the most recent itemized billing statements showing or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and unpaid balances. The City further agrees to provide testimony in court as may be necessary.

B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500(2) and will provide the Agency with a copy of the notice upon request.

C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.

D. The City reserves the right to assign accounts to additional agencies as stated in RFP 4078-14.

10. PAYMENT. The Agency shall remit all required funds no later than the closest working day to the 10th of each month. These funds shall be delivered with a trust statement stating the commission split. Also, the Agency agrees that any payments not postmarked by the closest working day to the 10th of each month may be subject to a three percent (3%) late payment fee, or any payments not postmarked by the 20th will be subject to a ten percent (10%) late payment fee of the commissions due.

The Agency agrees that if a payment is made by check which is subsequently returned for insufficient funds, the returned check amount will become a debt of the Agency. The Agency shall not reverse the percentage paid to the City. The City shall run a negative payment trust for the Agency of any payments that are backed out and the City will bill the Agency at the end of each month for any money owed the City as a result of a NSF check.

11. INDEMNIFICATION AND RELATIONSHIP OF PARTIES. The Agency is an independent collection agency, licensed and bonded in the State of Washington, and is solely responsible for employment, acts and omissions, control, and direction of its employees, subcontractors and agents. The Agency shall indemnify, defend and hold the City harmless from any and all claims, demands or causes of action that may be asserted due to collection activities of the Agency on accounts referred by the City. The City shall indemnify, defend and hold the Agency harmless from any and all claims, demands, or causes of action that may be asserted due to any activities of the City or its employees or agents on accounts referred by the City.

12. COMPENSATION.

A. Collection Fee. The Agency shall attach a thirty percent (30%) collection fee to the principal balanceof the account No fee shall be charged for accounts not collected. All fees shall meet the provisions of RCW 19.16.500.

C. Interest. Any and all money received on the account from accrued interest after the

assignment or date of referral collected by the Agency, 50% shall be paid only to the Agency, with 50% to be paid to the City.

D. Non-Sufficient Funds (NSF) Charges: The Agency shall collect the face value of the NSF charges. Upon receiving monies, the City will receive one hundred percent (100%) of the principal amount of the checks.

13. WAIVERS AND CONFLICTS OF LAW. No delay or failure of either party in exercising any right shall be considered a waiver of such right or any other right. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Agency 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 Agency.

15. MODIFICATION. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

16. NOTICES. All notices required under this Agreement shall be directed to:

City of Spokane
Corin Morse
A/R and Collection Manager
First Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

Valley Empire Collection
Troy Peterson, President
8817 E. Mission Avenue, Suite 101
Spokane Valley, Washington 99212

17. INSURANCE. During the term of the Agreement, the Agency shall maintain in force at its own expense, the following insurance:

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

B. General Liability Insurance on an occurrence basis. with a combined single limit, of not less than $1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are

additional insureds but only with respect to the Agency's services to be provided under the Agreement; and

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

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

As evidence of the insurance coverages required by this Agreement, the Agency shall furnish acceptable insurance certificates to the City at the time the Agency returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By:_____

Title: _____

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Dated: _____

VALLEY EMPIRE COLLECTION

E-Mail address, if available:

_____

By: _____

Title: _____

15-405 VEH

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/21/2015
		Clerk's File #	OPR 2015-0074
		Renews #	
Submitting Dept	FINANCE	Cross Ref #	
Contact Name/Phone	ARIANE 477-2610	Project #	
Contact E-Mail	ASCHMIDT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	INTERLOCAL AGREEMENT BETWEEN CITY AND SPOKANE COUNTY CAD RMS		

Agenda Wording

Inter local Agreement (ILA) between City and Spokane County for the Law CAD RMS Cost Sharing for system implementation and ongoing maintenance.

Summary (Background)

The City and County share a Computer Aided Dispatch (CAD) and Records Management (RMS) Systems in need of replacement. A RFP solicitation, committee review and subsequent selection of New World Systems as the recommended vendor firm. Spokane County will carry the vendor contract with the City of Spokane as a cost sharing partner. This ILA outlines the terms of the cost sharing for the new system implementation and ongoing maintenance for a period of (15) fifteen years.

Fiscal Impact		Budget Account
Expense	$ various	# 0020-88200-19990-55115-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	COOLEY, GAVIN	**Study Session**	2/2
Division Director	COOLEY, GAVIN	**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT		
For the Mayor	CODDINGTON, BRIAN		
Additional Approvals			
Purchasing			

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
February 2, 2015

Subject
An Inter local Agreement (ILA) between the City of Spokane and Spokane County for Computer Aided Dispatch (CAD) and Records Management (RMS) Replacement Systems Implementation and Ongoing Maintenance Cost Allocation.

Background
As reviewed and acceptable by the CAD RMS Governance Committee* on March 3, 2014, five major criteria comprise the business case justification for the replacement of the Spokane CAD RMS systems. They are defined by the operational need for:

- A Geographic Information System (GIS) – centric dispatch (CAD) software that utilizes current technologies available for the spatial location verification of incidents and first responders.
- Single vendor dispatch system used by 911-Fire-EMS-Law. An interim solution utilizing robustly interfaced disparate systems will be accepted.
- National Incident-Based Reporting System (NIBRS)-compliant system with robust data and functional integration between dispatch and records management systems.
- Single vendor CAD, RMS, Mobile and crime intelligence capability.
- System-level capability for real-time (or near real-time) tactical and strategic analysis of CAD RMS data.

The current Northrup Grumman (NG) CAD/RMS system is not able to meet any one of the above criteria and must be replaced.**

A RFP solicitation, selection committee review was conducted through Spokane County Purchasing. New World Systems, Inc. has been selected as the preferred vendor. Spokane County will carry the vendor contract with the City of Spokane as a cost sharing partner. The ILA outlines the terms of the cost sharing for the new systems implementation and ongoing maintenance for a period of fifteen (15) years.

Council will need to approve this ILA for the Spokane Board of County Commissioners (BoCC) to approve the vendor contract.

Impact
The term of this ILA is fifteen (15) years. After such time, the ILA may be renewed or reconstructed. The financial impact to the City of Spokane for the system implementation between now and the end of 2016 is estimated at $760,000.

In addition to Spokane County, the Emergency Communications 1\10th Sales Tax (aka SREC) and 911 Usage Excise Tax are contributing $2 Million dollars ***each*** to the implementation portion of the CAD RMS replacement systems and half of the annual maintenance thereafter.

Due to statutory limitations, their contributions must remain within the CAD (911 and SREC) and CAD Mobile (SREC only) functionality. The City of Spokane and Spokane County will fund the Records Management portion of the implementation and ongoing maintenance.

For further information, please contact Ariane Schmidt, CAD RMS Replacement Project Manager, 477-2610, or aschmidt@spokanecity.org

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
February 2, 2015

The ongoing maintenance cost for the City of Spokane is estimated at $100,000-$200,000 per year. The ILA does provision that if for some reason SREC and 911 are unable to continue contribution to the maintenance portion of the ILA, the City of Spokane and Spokane County will fund the remainder.

Reference Information:
*MOU between City and County, April 2014
**Project Charter
SharePoint Project Management Tool
Project Management Budget
Interlocal Agreement (pending Council and BoCC approval)

Action
Contract Approval

Funding

Items	911	SRECS	CITY	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT TOTAL ANNUAL MAINTENANCE**	Cost sharing for enhancements and total annual maintenance	Cost sharing for enhancements and total annual maintenance	If 911 excise tax fund cannot contribute and\or renewal of the 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and\or renewal of the 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL ANNUAL MAINTENANCE**		Cost sharing for enhancements and total annual maintenance	If 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage
RMS COMPONENT TOTAL ANNUAL MAINTENANCE**			Cost share for total annual maintenance based on a rolling 5 yr	Cost share for total annual maintenance based on a rolling 5 yr

For further information, please contact Ariane Schmidt, CAD RMS Replacement Project Manager, 477-2610, or aschmidt@spokanecity.org

			average for RMS Police Reports*** or percentage	average for RMS Police Reports*** or percentage
FIELD REPORTING VENDOR SYSTEM PURCHASE AND IMPLEMENTATION			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports*** or percentage
FIELD REPORTING COMPONENT TOTAL ANNUAL MAINTENANCE**			Cost share for total annual maintenance based on a rolling 5 yr average for RMS Police Reports*** or percentage	Cost share for total annual maintenance based on a rolling 5 yr average for RMS Police Reports*** or percentage

* For this cost sharing item, 911 and SREC will individually contribute up to a total of $2 Million each for all cost sharing components identified above for purchase and implementation costs.

** Attachment "A" attached hereto and incorporated herein by reference identifies how "Total Annual Maintenance" cost items will be determined.

*** See below for sample rolling average calculation.

New CAD/RMS System Allocation Data

Direct Service Programs	OFM Population estimates 2014			Combined RMS and Crime Check 12/1/2013 - 12/1/2014			CAD Calls for Service 12/1/2013 - 12/1/2014 *	
Spokane City Police	212,300	43.82%		53,196	64.20%		92,455	53.26%
County Sheriff	139,904	28.88%		11,675	14.09%		25,382	14.62%
Liberty Lake	8,675	1.79%		35	0.04%		3,080	1.77%
Cheney	11,310	2.33%		2	0.00%		131	0.08%
Deer Park	3,870	0.80%		536	0.65%		2,409	1.39%
Fairfield	615	0.13%		39	0.05%		43	0.02%
Latah	195	0.04%		3	0.00%		13	0.01%
Medical Lake	4,965	1.02%		424	0.51%		1,598	0.92%
Millwood	1,785	0.37%		417	0.50%		1,016	0.59%
Rockford	470	0.10%		51	0.06%		101	0.06%
Spangle	280	0.06%		0	0.00%			0.00%
Spokane Valley	92,050	19.00%		16,457	19.86%		41,354	23.82%
Waverly	111	0.02%		4	0.00%		15	0.01%
Airway Heights	7,970	1.64%		21	0.03%		5,998	3.46%
Total	**484,500**	**100%**		**82,860**	**100%**		**173,595**	**100%**

* CAD Calls for Service counts would be used only if 911/SREC was unable to fund ongoing support for CAD.

Additional Note:
A Standard Software Maintenance Agreement (SSMA) will commence with New World 365 days after the software installation, *not* after the system go live. During the proposal evaluation phase, the RFP Selection committee specifically 'trued up' the costs, adding the additional year of maintenance cost to the proposal amount for one time cost, putting them on apples to apples. Even with adding the additional year of maintenance, New World Systems, Inc, was still the "lowest bidder" and hence scored most advantageous firm in both function ***and*** total cost.

For further information, please contact Ariane Schmidt, CAD RMS Replacement Project Manager, 477-2610, or aschmidt@spokanecity.org

BRIEFING PAPER
Finance Committee
Collection Agency Contracts
February 2, 2015

For further information, please contact Ariane Schmidt, CAD RMS Replacement Project Manager, 477-2610, or aschmidt@spokanecity.org

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), AND MOBILE APPLICATIONS AND OTHER MATTERS RELATED THERETO

THIS AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as "COUNTY" and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," jointly hereinafter referred to as the "PARTIES." The COUNTY and CITY agree as follows.

SECTION NO. 1: RECITALS AND FINDINGS

(a) The Board of County Commissioners of Spokane County, Washington has the care of County property and the management of county funds and business under RCW 36.32.120(6).

(b) Counties and cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act).

(c) Pursuant to RCW 36.32.120 and chapter 39.34 RCW, the County and City executed a document dated April 14, 2014 and entitled "Memorandum of Understanding Regarding CAD/RMS Project" ("MOU"). Under the MOU the PARTIES reduced to writing their understandings with respect to various matters including (1) issuing a Request of Proposal for a New CAD/RMS ("RFP"), (2) hiring a consultant to provide advice and input on the RFP, (3) hiring a Public Safety Project Manager, and (4) agreeing on a CAD/RMS Organization Chart reflecting overall management of (1) – (3).

(d) The County issued a RFP for a New CAD/RMS denominated as RFP No. P8705.

(e) The County has negotiated a contract with New World Systems for a new CAD/RMS. The PARTIES desire to reduce to writing their respective financial obligations regarding the implementation and annual maintenance of the new CAD/RMS to include (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications. Additionally the PARTIES desire to establish a Public Safety Information Technology Governance Committee whose responsibility will be to review and approve the PARTIES financial obligations as well as to approve any and all enhancements to (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

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SECTION NO. 2: DEFINITIONS

(a) Agreement: "Agreement" means this Interlocal Agreement between the CITY and COUNTY regarding for implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications as well as establishing a Public Safety Information Technology Governance Committee.

(b) City: "CITY" means the City of Spokane.

(c) County: "COUNTY" means Spokane County.

(d) Computer Aided Dispatch (CAD): "Computer Aided Dispatch (CAD)" means a computer system used in emergency services to dispatch public safety resources in response to calls for service from the public emergency phone number 911 and non-emergency Crime Check phone number.

(e) Records Management System (RMS or LRMS): "Records Management System (RMS or LRMS)" means a computer system used to enter and maintain accurate records of the information that is relevant to law enforcement and public safety, including information garnered from additional investigative efforts associated with an emergency response.

(f) Call for Service (CFS): "Call for Service (CFS)" means a uniquely identified number associated with a request for emergency response assistance generated in the CAD system.

(g) Police Report: "Police Report" means an official document detailing supplemental action taken by first responders, persons and property involved, subsequent investigation, and/or supporting documents.

(h) Mobile Applications: "Mobile Applications" means applications located within or accessible via computer devices used within a vehicle, such as a police cruiser for which connectivity to these applications must be transported through a secure wireless network. Mobile Applications include Mobile CAD and Mobile Automatic Field Reporting.

(i) Mobile CAD: "Mobile CAD" means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to see and respond to current call dispatch activity from CAD.

(j) Mobile Automatic Field Reporting: "Mobile Automatic Field Reporting" means the computer application loaded on a device used within a vehicle that allows authorized personnel the ability to complete a police report for approval and submission to RMS.

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(k) SYSTEM: "System" means the complete reference to CAD, RMS, Mobile CAD, Mobile Automatic field reporting application software and SYSTEM HARDWARE.

(l) Implementation: "Implementation" means the process of configuration and delivery of a system, including hardware and software, into production (day-to-day business operation) replacing the current CAD, RMS, and Mobile Applications with a new vendor (New World Systems) system and corresponding complement of system applications.

(m) Vendor Annual Maintenance: **"Vendor** Annual Maintenance (aka New World Standard Software Maintenance Agreement (SSMA))" means a service level agreement between Spokane County and New World Systems for the life of the system, starting 365 days after system installation, for support, service and upgrade revisions of applications.

(n) Local Support Annual Maintenance: "Local Support Annual Maintenance" means the expenses incurred by the County Information Systems Department for housing and supporting SYSTEM, including both hardware and software.

(o) Combined Total Annual Maintenance: "Combined Total Annual Maintenance" means the sum of both the Vendor Annual Maintenance and the Local Support Annual Maintenance.

(p) Communication Sales Tax: "Communication Sales Tax" means that sales and use tax authorized under RCW 82.14.420 and approved by the voters within Spokane County at a Special Election held on May 20, 2008 in the amount of 1/10th of 1% of the selling price upon every taxable event occurring within Spokane County commencing 12:01 a.m. October 1, 2008 and automatically terminating ten (10) years thereafter on September 30, 2018, unless approved for extension by voters.

(q) 911 Excise Tax Budget: "911 Excise Tax Budget" means that budget annually approved by the Board of County Commissioners of Spokane County for the 911 Emergency Communications Department consisting of revenues generated from the enhanced 911 excise on use of switched access lines and radio access lines as authorized under RCW 82.14B.030 and implemented by Spokane County under Resolution Nos. 10-736 and 13-1022.

(r) SRECS: "SRECS" means the Spokane Regional Emergency Communications System Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.

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(s) 911: "911" means the 911 Emergency Communications Department under the control and authority of the Board of County Commissioners of Spokane County, Washington acting on behalf of the County.

(t) SYSTEM HARDWARE: "System Hardware" means the physical hardware (including but not limited to, servers, network and communication equipment) required for ongoing successful operation of SYSTEM. This does not include local desktop or mobile hardware that will be supplied and maintained by each agency independent of this agreement.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to:

(1) reduce to writing the PARTIES' understandings as to their financial obligations with regard to the implementation and annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications, and

(2) reduce to writing the creation of a Public Safety Information Technology Governance Committee whose responsibility will be to review and approve the PARTIES' financial obligations under (1) above as well as approve any and all enhancements to (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications.

SECTION NO. 4: DURATION/WITHDRAWAL

This Agreement shall commence on execution by Spokane County of an agreement with New World Systems in conjunction with RFP No. P8705 ("Commencement Date") and run for a term of fifteen (15) years. This fifteen (15) year time frame shall be referred to as the "Initial Term". At the conclusion of the Initial Term, this Agreement may be renewed upon mutual agreement of the PARTIES. All renewals shall be subject to all terms and conditions set forth herein with respect to the financial obligations of the PARTIES with regard to the annual maintenance of (i) Computer Aided Dispatch, (ii) Records Management System, and (iii) Mobile Applications as well as the creation of the Public Safety Information Technology Governance Committee and its responsibilities unless otherwise mutually agreed upon.

This Agreement may not be terminated during the Initial Term except upon mutual agreement of the PARTIES. Subsequent to the Initial Term, either party may terminate this Agreement for any reason whatsoever upon a minimum of one (1) years advance notice to the other party as provided for in Section 7.

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<u>SECTION NO. 5:</u> PUBLIC SAFETY INFORMATION TECHNOLOGY (PSITGC) GOVERNANCE COMMITTEE.

There is established a Public Safety Information Technology Governance Committee ("**PSITGC**"). The **PSITGC** shall consist of five individuals to include a County Commissioner, the City Administrator, the County CEO, the City CFO and a fifth member tobe selected at large by the other four members who shall not be an elected official. The term of the fifth member shall be _____.

The **PSITGC** shall review any objections to the sharing of costs between the PARTIES for the "purchase and implementation" cost items as well as "combined total annual maintenance" cost items as provided for in Section No. 6.

Additionally, **PSITGC** shall review and approve any enhancement requests for items identified in the chart set forth in Section No. 6. Any such enhancement requests with cost estimates shall be submitted in writing by the County Information Systems Department to the **PSITGC in a timely manner**. **PSITGC** will review any written enhancement request within thirty (30) days and determine if the enhancement and cost estimate should be approved. The decision of the **PSITGC** on the necessity and appropriateness of any enhancement as well as the proportionate share of the cost of the enhancement to be paid by the PARTIES shall be binding on the PARTIES. An enhancement request may include proposed alternate funding such as a single agency's willingness to assume funding of the enhancement in its entirety.

The PSITGC will be notified as soon as possible should an unplanned event occur requiring funding for additional resources (emergency support resources) from County Information Systems Department, City MIS Department, or other IT agency. An example of an unplanned event is a malicious viral network attack causing network/system downtime and requiring emergency support resources.

<u>SECTION NO. 6</u>: FINANCIAL RESPONSIBILITES OF PARTIES FOR IMPLEMENTATION AND ANNUAL MAINTENANCE OF (1) COMPUTER AIDED DISPATCH, (2) RECORDS MANAGEMENT SYSTEM, AND (3) MOBILE APPLICATIONS

A. <u>PARTIES' Financial Responsibilities</u>

The following chart sets forth the PARTIES' financial responsibilities in conjunction with implementation and annual maintenance of the items identified therein.

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All terms used in the chart shall have those meanings set forth in Section No. 2 above. When the chart requires a financial contribution by "911" or "SRECS" the PARTIES understand and agree that both departments are under the control and authority of the County. Moneys from those sources are from special excise taxes and not from the County General Fund.

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Items	911	SRECS	CITY	COUNTY
CAD VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INC;UDES SYSTEM HARDWARE AND SOFTWARE)	Cost sharing for expenditures*	Cost sharing for expenditures*		
CAD COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **	Cost sharing for enhancements and combined total annual maintenance*	Cost sharing for enhancements and combined total annual maintenance*	If 911 excise tax fund cannot contribute and\or renewal of the 1/10th Emg Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 911 excise tax fund cannot contribute and\or renewal of the 1/10th Emg Comm. (SREC) measure fails, will cost share combined total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
CAD MOBILE VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)		Cost sharing for expenditures*		
CAD MOBILE COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **		Cost sharing for enhancements and combined total annual maintenance*	If 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***	If 1/10th Emg Comm. (SREC) measure fails, will cost share total annual maintenance and enhancements based on a rolling 5 yr average for CFS***
RMS VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND SOFTWARE)			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***
RMS COMPONENT COMBINED TOTAL ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***
FIELD REPORTING VENDOR SYSTEM PURCHASE AND IMPLEMENTATION (INCLUDES SYSTEM HARDWARE AND			Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***	Cost share for expenditures based on a rolling 5 yr average for RMS Police Reports***

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SOFTWARE)				
FIELD REPORTING COMPONENT TOTAL COMBINED ANNUAL MAINTENANCE (INCLUDES SYSTEM HARDWARE AND SOFTWARE) **			Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***	Cost share for combined total annual maintenance based on a rolling 5 yr average for RMS Police Reports***

* For this cost sharing item, 911 and SREC will individually contribute up to a total of $2 Million each for all cost sharing components identified above for purchase and implementation costs. See Attachment C for CAD System Cost Sharing for 911 and SRECS for both system purchase and implementation, as well as ongoing annual maintenance.

** Attachment "A" attached hereto and incorporated herein by reference identifies how "Combined Total Annual Maintenance" cost items will be determined.

*** See Attachment B for rolling average calculation.

B. Billing for Implementation Items

The COUNTY shall initially pay for all "purchase and implementation" items identified in the above chart. The COUNTY will bill the CITY for its proportionate financial obligation for any "purchase and implementation" item as identified in the chart. The COUNTY shall submit invoices to the CITY upon receipt (by COUNTY) of vendor invoice. The CITY shall reimburse the COUNTY for any billed "purchase and implementation" cost within thirty (30) days of the date of any billing.

The CITY shall have fifteen (15) days from its receipt of any billing from the COUNTY for its proportionate financial obligation of any "purchase and implementation" item to object to such billing ("Implementation Objection"). Any Implementation Objection shall be reduced to writing and submitted to the Public Safety Information Technology Governance Committee. The decision of the Governance Committee with regard to any Implementation Objection shall be reduced to writing and made within seven (7) days of its receipt of the Implementation Objection. The Decision of the Governance Committee with respect to any Implementation Objection shall be binding of the PARTIES. The CITY shall pay its billed proportionate financial obligation for any "purchase and implementation" item pending receipt of the Governance Committee's written decision on any Implementation Objection. If it is determined that all or a portion of the CITY's Implementation Objection is valid, the COUNTY, at the option of the CITY, will credit any payment made by the CITY to any subsequent "purchase and implementation" cost or a subsequent "total annual maintenance" cost.

C. Billing for Annual Maintenance Items

On or before September 1st of each calendar year, the COUNTY shall determine the projected "combined total annual maintenance" cost for the subsequent year for each item identified in the above chart ("Annual Projected Cost"). Once the Annual Projected Cost is determined, it shall be shared with the CITY. The CITY shall have fifteen (15) days from its receipt of any Annual Projected Cost billing to object to such billing ("Annual Projected Cost Objection"). Any Annual

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Projected Cost Objection shall be reduced to writing and submitted to the Public Safety Information Technology Governance Committee. The decision of the Governance Committee with regard to any Annual Projected Cost Objection shall be reduced to writing and made within seven (7) days of its receipt of the Annual Projected Cost Objection. The Decision of the Governance Committee with respect to any Annual Projected Cost Objection shall be binding of the PARTIES.

The COUNTY will bill the CITY its proportionate share of the "combined total annual maintenance" cost for each item for which it is responsible on a monthly basis. The COUNTY will bill the City on or before the 10th of each month for the previous month. The CITY shall pay the COUNTY for any monthly billing for "total annual maintenance" cost item within twenty-five (25) days of the date of any billing.

D. Interest on Late Payments

The COUNTY, at its sole option, may charge interest on any late payments for "purchase and implementation" cost items or "total annual maintenance" costs items based on any lost interest earnings had the amount due been invested since the date due to the date of payment in the COUNTY's investment pool.

SECTION NO. 7: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or the CITY at the address set forth below for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other party:

COUNTY: Spokane County Chief Executive Officer
or his/her authorized representative
1116 West Broadway Avenue
Spokane, Washington 99260

CITY: Mayor or his/her authorized designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

SECTION NO. 8: RECORDS REVIEW

The COUNTY shall maintain for six (6) years any records with respect to this Agreement. The CITY shall be allowed to conduct random reviews of the records generated by the COUNTY in

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performance of this Agreement. The CITY will provide the COUNTY with reasonable advance notice of the records reviews. The PARTIES agree that they will make best efforts to achieve a resolution of any potential records confidentiality issues, including entering into confidentiality agreements or other similar mechanisms that will allow disclosure of the necessary information to accurately conduct a records review.

SECTION NO. 9: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 10: ASSIGNMENT

No party may assign in whole or part its interest in this Agreement without the written approval of the other party.

SECTION NO. 11: LIABILITY

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

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

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

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

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

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Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. The PARTIES have specifically negotiated this provision.

_____	_____
COUNTY initials	CITY initials

SECTION NO. 12: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this Agreement. The COUNTY shall be an independent contractor and not the agent or employee of the CITY. The CITY is interested only in the results to be achieved and that the right to control the particular manner, method and means in which the COUNTY meets its responsibilities is solely within the discretion of the COUNTY. Any and all employees who provide services to the CITY under this Agreement shall be deemed employees solely of the COUNTY. The COUNTY shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant or representative of the CITY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose.

SECTION NO. 13: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES. Modification may include participation by additional parties not covered by the present Agreement.

SECTION NO. 14: PROPERTY AND EQUIPMENT

The ownership of all property, equipment, source codes, and software for all cost items set forth in the chart set forth in SECTION NO. 5 shall remain with the COUNTY unless otherwise specifically and mutually agreed to by the PARTIES.

SECTION NO. 15: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.

COUNTY and CITY were each represented by their own attorney in drafting this Agreement and each relied upon the advice of their own attorney. This Agreement was fully negotiated and the terms herein were either accepted by or independently drafted or revised by the COUNTY and CITY. Accordingly, this Agreement shall not be construed against the party that undertook the principal preparation of it, but shall be construed as if both the COUNTY and CITY jointly

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prepared this Agreement, and any ambiguity contained herein, if any, shall not be interpreted against any one party.

This Agreement shall be binding upon the PARTIES hereto, their successors and assigns.

SECTION NO. 16: DISPUTE RESOLUTION

Except as provided for in Section Nos. 5 and 6, any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Such dispute shall first be reduced to writing. If the COUNTY CEO and the CITY Administrator cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The COUNTY and the CITY shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 17: VENUE STIPULATION

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

SECTION NO. 18: SEVERABILITY

The PARTIES agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 19: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose 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 sections to which they pertain.

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SECTION NO. 20: TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case either party fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement, the other party may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION NO. 21: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of the COUNTY which render legally impossible the performance by the COUNTY of its obligations under this Agreement, shall be deemed not a default under this Agreement.

SECTION NO. 22: FILING

The CITY shall file this Agreement with its City Clerk or alternatively place the Agreement on the CITY's website. The COUNTY shall file this Agreement with the County Auditor, or, alternatively, place the Agreement on the COUNTY's website or other electronically retrievable public source.

SECTION NO. 23: EXECUTION AND APPROVAL

The PARTIES warrant that the officers executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this Agreement.

SECTION NO. 24: COMPLIANCE WITH LAWS

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

SECTION NO. 25: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either party's authority or powers under law.

SECTION NO. 26: ANTI-KICKBACK

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

SECTION NO. 27: NON-DISCRIMINATION

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

SECTION NO. 28: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 29: INSURANCE

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limits of not less than $10,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to the COUNTY's services to be provided under this Agreement; and

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $15,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. Professional Liability Insurance with a combined single limit of not less than $5,000,000 each claim, incident or occurrence. This is to cover damages caused by the error,

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omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for two years after the Agreement is completed.

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

SECTION NO. 30: RCW 39.34 REQUIRED CLAUSES

A. **PURPOSE:** See Section No. 3 above.

B. **DURATION:** See Section No. 4 above.

C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

D. **RESPONSIBILITIES OF THE PARTIES**: See provisions above.

E. **AGREEMENT TO BE FILED**: See Section No. 23.

F. **FINANCING**: Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **TERMINATION:** See Section No. 4 above.

H. **PROPERTY UPON TERMINATION**: See Section No. 14 above.

SECTION NO. 31: EXISTING AGREEMENT WITH NORTHRUP GRUMMAN

This Agreement does not replace or supersede the existing Interlocal Agreement among SPOKANE COUNTY, SPOKANE COUNTY SHERIFF and the CITY OF SPOKANE as it relates to the support of the CAD/RMS/JMS for the support of the Northrup Grumman (NG) system, but is complimentary to it. This NG system agreement shall remain in full force and effect to the conclusion of its term or termination.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

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DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

_____
TODD MIELKE, Chair

ATTEST
Clerk of the Board

_____
SHELLY O'QUINN, Vice-Chairman

_____
Daniela Erickson

_____
AL FRENCH, Commissioner

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

REVIEWED this ____ day of ____ 2015.

_____
Lorlee Mizell, 911 Director

REVIEWED this ____ day of _____ 2015.

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_____

Bob Lincoln, SRECS Director

WORKING DRAFT

ATTACHMENT "A"

A. <u>Combined Total Annual Maintenance costs consists of (1) Vendor Annual Maintenance costs, (2) System Hardware and Licensing costs, and (3) Local Staff Support costs, which are calculated as follows:</u>

(1) Vendor Annual Maintenance: New World Maintenance Costs as defined by the current contract between Spokane County and New World Systems, Inc. Vendor Annual Maintenance will be designated as 50% CAD Component and 50% RMS Component.

(2) System Hardware and Licensing: Annual support and licensing costs for SYSTEM HARDWARE. Support provided by third-party vendor(s).

(3) Local Staff Support:

a. Initial staffing for SYSTEM implementation will be 4.4 County Information Systems Department staff positions.

Subsequent staffing level adjustments shall be determined by the **PSITGC** as part of the annual performance review prior to September 1st of each calendar year.

Staffing level recommendations assume that each party will provide independent staffing for desktop and mobile device support, as well as agency-specific reporting and application needs.

b. Actual Salary and Benefit costs will be charged for each County Information Systems Department employee providing local support.

c. Indirect costs:

A base per-employee indirect cost amount will be established based on the 2015 County Information Systems Department per-employee indirect cost rate. The 2015 per-employee indirect cost amount is $21,xxx.

Annual increases will be applied (compounded) to this base per-employee indirect cost amount at a fixed rate of 2.9%, throughout the life of the agreement.

B. <u>Equipment Replacement Fund</u>

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A 5 – year straight-line depreciation schedule will be used to build up equipment replacements funds.

PARTIES may choose to retain this fund individually. If this agreement is terminated PARTIES shall retain their accrued portion.

C. <u>Software Replacement Fund</u>

Pending **PSITGC** authorization, a 15 – year straight-line depreciation schedule will be used to build up software replacements funds.

PARTIES may choose to retain this fund individually. IF this agreement is terminated PARTIES shall retain their accrued portion.

WORKING DRAFT

ATTACHMENT "B"

Once a year, RMS and CFS activity counts will be computed with the 5-year rolling average calculated by averaging the most recent previous 5 annual counts together to arrive at the next year's allocation factors.

Definition of RMS Police Report Counts:

- Reports are categorized by geo-verified Agency response area as listed on the report, based on the location of the incident.
- Reports entered by Crime Check will be included.
- No Administrative RMS reports will be included: Administrative RMS reports in this context are reports that are not attached to a normal call for service. Typically an administrative report is created for events where either no call for service exists or the call for service cannot be determined, but Records is still required to do something with the document submitted.

  Examples would be a warrant settle slip, or store security shoplifting report filled out by the store security staff.

Definition of CFS Counts:

- Calls are categorized by geo-verified geographic area as referenced in the CFS.
- Counts exclude calls that do not meet the following: Call cannot be geo-verified, disposition is null, cancelled, duplicate, call type is test, pass through to fire or medics, dispatch to dummy units, dispatch to WSP, or call is placeholder for Crime Check report.

WORKING DRAFT

ATTACHMENT C

911 Excise Tax and SRECS Cost Sharing for CAD and CAD Mobile Component

911 may pay for CAD implementation and ongoing maintenance as these components are directly related to core 911 call taking functions as allowed by the 911 Excise Tax statutes.

SRECS may pay for CAD and CAD Mobile components as these components are directly related to the core Emergency Communications functions as allowed by the 1/10th of 1% Emergency Communication and Facilities Sales Tax statutes.

WORKING DRAFT

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	OPR 2015-0075
		Renews #	
Submitting Dept	UTILITIES	Cross Ref #	
Contact Name/Phone	KEN GIMPEL 625-6532	Project #	13633
Contact E-Mail	KGIMPEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	5200 - ART CONTRACT FOR THE SPOKANE CENTRAL SERVICE CENTER		

Agenda Wording

Contract with Allen and Mary Dee Dodge to create art to be installed at the Spokane Central Service Center.

Summary (Background)

The Art Select Committee of Spokane Arts Commission selected Artists Allen and Mary Dee Dodge to provide the public art to be installed at the site of the new Spokane Central Service Center.

Fiscal Impact		Budget Account
Expense	$ 95,750.00	# 4500-45700-94000-56301
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	ROMERO, RICK	**Study Session**	
Division Director	ROMERO, RICK	**Other**	PWC 1/26/2015
Finance	LESESNE, MICHELE	Distribution List	
Legal	WHALEY, HUNT		
For the Mayor	CODDINGTON, BRIAN		
Additional Approvals			
Purchasing			

City Clerk's No. 2015-0075

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the ALLEN AND MARY DEE DODGE, whose address is 845 East Giesa Road, Coeur d'Alene, Idaho 83814, as "Artist".

WHEREAS, the City of Spokane has implemented a public art program pursuant to chapter 7.06 of the Spokane Municipal Code; and

WHEREAS, the City desires to enter into a Contract with ALLEN AND MARY DEE DODGE to create a series of steel figures based on the proposal approved by the Art Selection Committee of Spokane Arts Commission for installation at the City's Spokane Central Service Center (formerly the Nelson Service Center) – Now, Therefore,

The parties agree as follows:

1. DESCRIPTION OF WORK. The Artist shall provide art work and the following services for the City's Spokane Central Service Center (formerly known as the Nelson Service Center):

A. The artists shall create seven (7) steel figures with fired enamel detailing which represent animal forms. Each figure will be approximately 8 feet by 8 feet by 5 feet. The figures will be mounted on concrete footings. The figures will be made of steel with an internal supporting structure. The figures will be installed on the north side of the Service Center in the grassy area adjacent to the street in a row that runs east to west. The sculptures will closely resemble the proposal presented to the Art Selection Committee approved by the Spokane Arts Commission.

B. Artist will present engineering documents from a licensed engineer.

C. Artist will contract with a licensed and bonded contractor for installation.

2. COMPENSATION. The City shall pay the Artist an amount not to exceed NINETY FIVE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($95,750.00), including any applicable sales tax, as full compensation for the services provided under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Artist shall submit monthly applications for payment to the Utilities Division, Administration Office, Second Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Artist's application. If the City objects to all or any portion of the invoice, it shall notify the Artist and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount. Final payment will be made upon completion and final acceptance of the artwork by the Spokane Arts Fund and the City.

3. RETAINAGE. Pursuant to RCW 60.28, the City will retain five percent (5%) from the monies earned by the Artist. The retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Artist; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the work. Release of retainage will be made 45 days following final acceptance of the work provided the following conditions are met:

   a. The City has received from the Artist and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.

   b. The City has received from the State Departments of Labor & Industries and Employment Security releases of liability pursuant to Titles 50 and 51 RCW.

   c. On contracts greater than $35,000, the City has received a release from the State Department of Revenue.

   d. No claims, as provided by law, have been filed against the retainage.

   In the event a claim is filed, the Artist shall be paid a portion of the retainage, which is less than the amount sufficient to pay the claim and potential legal costs.

4. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the

prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

5. FEES. Reimbursement for the fees paid by the Artist for the approval of Statements of Intent to Pay Prevailing Wages and certification of Affidavits of Wages Paid by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Artist. The Artist will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Artist will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the City.

6. PERFORMANCE BOND: No performance bond is required for this Contract.

7. TERM. The Contract shall begin on February 9, 2015 and end on February 8, 2016, unless terminated earlier.

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

9. STANDARD OF PERFORMANCE. The standard of performance applicable to Artist's services will be the degree of skill and diligence normally employed by professional Artists performing the same or similar services at the time the services under this Contract are performed.

10. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Artist shall be safeguarded by the Artist. The Artist shall make such data, documents and files available to the City upon the City's request. If the City's use of the Artist's records or data is not related to this project, it shall be without liability or legal exposure to the Artist.

11. REPRODUCTION. The City shall have the right to reproduce the art work for the purposes of publicity or exhibition provided that any reproduction is credited to the Artist to the best of the City's abilities.

12. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

13. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

14. ARTIST WARRANTIES. The Artist represents and warrants that the artwork is solely

the result of the artistic effort of the Artist. Upon acceptance of the work and final payment by the City, the City shall become the absolute owner of the artwork. The Artist shall guarantee the art work for one year following completion.

15. INDEMNIFICATION. The Artist shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Artist's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

The Artist waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

16. INSURANCE. During the term of the Agreement, the Artist shall maintain in force at its own expense, the following types and amounts of insurance:

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;

B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than $1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Artist's services to be provided under this Agreement.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $500,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Artist or its insurer(s) to the City. As evidence of the insurance coverage's required by this Agreement, the Artist shall furnish an acceptable insurance certificate to the City at the time the Artist returns the signed Agreement.

17. 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.

18. 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 Artist 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 Artist 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.

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

20. AUDIT / RECORDS. The Artist and its sub-Artists shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Artist and its sub-Artists 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 Agreement, the federal law shall prevail.

21. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

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

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

D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

_____
City Clerk

Dated: _____

ALLEN AND MARY DEE DODGE

Email Address, if available:

art@allenmarydee.com

By: _____

Title: Sole proprietors

Approved as to form:

_____
Assistant City Attorney

15-415

BRIEFING PAPER
Public Works Committee
Utilities Division
January 26, 2015

Subject
Art contract for the Spokane Central Service Center project.

Background
Pursuant to the Percent for Art Ordinance, the city has engaged Spokane Arts Fund, to execute an art selection process and contract to engage an artist(s) create a work of art for the Spokane Central Service Center.

Spokane Arts Fund, advertised widely through regional media and reviewed 57 artist portfolios and applications to be considered for the project. The Art Selection Committee interviewed three finalists and reviewed three final conceptual proposals and selected the project of Allen and Mary Dee Dodge for the commission of the work for Central Service Center.

The Art Selection Committee included Jim Kolva and Allen Duffy from Spokane Arts Commission, Jim Santorsola for the neighborhood, Tom Arnold for the professionals on the project's design build team and Gene Jakubazk and Scott Windsor from the City. The project was presented to the Spokane Arts Commission for approval at the November 2014 meeting and received unanimous approval.

The artists Allen and Mary Dee Dodge are well-established in the region with gallery representation with Art Spirit Gallery in Coeur D'Alene and with a history of public art including a major project at the Waste Water Treatment Facility in Coeur D'Alene.

The artists will create seven steel figures animal forms with internal supporting structure with enamel sections and base of concrete. They will provide stamped engineering documents and will work with a licensed and bonded contractor to install on site. The artists will provide several opportunities to meet the neighborhood residents in the process of creation. This is being planned and is expected to be at a neighborhood school and in a community business close to the site.

Impact
The financial impact of this contract is $95,750.00, including any applicable sales tax.

Action
Recommend approval of the Art Contract with Allen and Mary Dee Dodge.

Funding
The funding for this contract is within the overall Spokane Central Service Center construction budget.

For further information, please contact Ken Gimpel, Assistant Director of Utilities Division 625-6532 or kgimpel@spokanecity.org.

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	PRO 2014-0032
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KEN BROWN 625-7727	Project #	2011085
Contact E-Mail	KBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - ADMIN RESERVE INCREASE - HALME CONSTRUCTION, INC.		

Agenda Wording

Authorization to increase the administrative reserve on the contract with Halme Construction, Inc. (Davenport, WA), for East Sprague Avenue CSO 33-2 Control Facility - for an increase of $680,500.00 for a total administrative reserve of $1,049,698.90

Summary (Background)

Construction of the CSO 33-2 Tank at 902 East Sprague Avenue has faced several challenges due to differing subsurface conditions than originally anticipated. To manage these challenges, staff is seeking approval for two large Change Orders as follows: $300,000 to mitigate contaminated soils and groundwater; $380,500 to relocate the tank on the site to avoid unsuitable subgrade. Therefore, it will be necessary to increase the administrative reserve an additional $680,500.00 or 18.4%.

Fiscal Impact		Budget Account
Expense	$ 680,500.00	# 000
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	QUINTRALL, JAN	**Other**	Public Works 1/16/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kbustos@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		ktwohig@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

or 28.4% of the contract price.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

kgoodman@spokanecity.org	
kbrown@spokanecity.org	
kbrooks@spokanecity.org	

Agenda Sheet for City Council Meeting of: 01/12/2015		Date Rec'd	12/30/2014
		Clerk's File #	RES 2015-0006
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7840	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4100 - ADOPTING THE CITY OF SPOKANE COMPREHENSIVE WATER SYSTEM		

Agenda Wording

The City of Spokane, being a Group A water system, is required to submit an updated Water System Plan (WSP) for review and approval to the Washington State Department of Health.

Summary (Background)

The updated Comprehensive Water System Plan, revised December 2014, as reviewed by the State of Washington Department of Health, has been prepared in accordance with the State of Washington Department of Health Rules and Regulation; including WAC 246-290-100.

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

Approvals		Council Notifications	
Dept Head	SHUPE, LYNN	**Study Session**	PWC 1/5/2015
Division Director	ROMERO, RICK	**Other**	
Finance		Distribution List	
Legal	SCHOEDEL, ELIZABETH	dkegley, jsakamoto, acline	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Clerk File No. RES 2015-0006

RESOLUTION

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan every six years; and

WHEREAS, the last Comprehensive Water System Plan for the City of Spokane was prepared in 2006 and adopted by City Council on February 26, 2007; and

WHEREAS, the City of Spokane believes it is in the public interest to maintain a current Comprehensive Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, a Comprehensive Water System Plan provides guidance and planning information used by City staff in developing the Water Department's annual Six Year Capital Program update; and

WHEREAS, the Comprehensive Water System Plan (revised) December 2014, as developed and recommended by City staff and as reviewed by the State of Washington Department of Health, has been prepared in accordance with the State of Washington Department of Health Rules and Regulation; including WAC 246-290-100; and

WHEREAS, the Comprehensive Water System Plan: December 2014 includes the Environmental Checklist pursuant to the State Environmental Policy Act; and a Determination of non-significance has been issued; and

WHEREAS, the City Council of the City of Spokane finds implementation of the Plan to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Comprehensive Water System Plan: December 2014, incorporated herein, is hereby adopted and approved.

Adopted and approved by City Council _____, 2014

_____

City Clerk

Approved as to Form:

_____

Assistant City Attorney

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/26/2015
		Clerk's File #	RES 2015-0014
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	SHERYL MCGRATH 625-6224	Project #	
Contact E-Mail	SMCGRATH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320-A RESOLUTION AMENDING STREET PROJECTS WITH TBD FUNDING		

Agenda Wording

A resolution amending the approved projects for the 2015-2020 Six Year Comprehensive Street Program utilizing Transportation Benefit District funding.

Summary (Background)

On November 17, 2014, the City Council approved Resolution No. 2014-0114 approving the projects and work program utilizing TBD funding as approved by the TBD Governing Board to be completed as part of the 2015-2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program. At its January 21, 2015 meeting, the CTAB approved recommended amendments regarding the approved budget allocations and project prioritization for 2015. This resolution provides City Council approval to the recommended amendments to the 2015 budget allocations and project prioritization.

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

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	bstuckart@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	amcdaniel@spokanecity.org	
Additional Approvals			
Purchasing			

Resolution No. 2015-0014

A resolution amending the approved projects for the 2015-2020 Six Year Comprehensive Street Program utilizing Transportation Benefit District funding.

WHEREAS, on January 10, 2011, the City Council adopted Ordinance No. C-34683 providing in part that funding from the revenue generated by the Transportation Benefit District (TBD) is to be used for transportation improvements as set forth in the six-year pavement maintenance element of the 2012-2017 Six Year Comprehensive Street Program; and

WHEREAS, on November 17, 2014, the TBD Governing Board approved the 2015 budget allocation and project prioritization for TBD funding based in part on the recommendations of the Citizens Transportation Advisory Board (CTAB); and

WHEREAS, on November 17, 2014, the City Council approved Resolution No. 2014-0114 approving the projects and work program utilizing TBD funding as approved by the TBD Governing Board to be completed as part of the 2015-2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program; and

WHEREAS, at its January 21, 2015 meeting, the CTAB approved recommended amendments regarding the approved budget allocations and project prioritization for 2015; and

WHEREAS, the amendments to the projects and work programs recommended by CTAB and approved by the TBD Governing Board in the 2015 budget allocation and project prioritization set forth projects and work programs to be completed as part of the 2015 – 2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program; - Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council approves the amendments to the projects and work programs as approved by the Transportation Benefit District Governing Board to be completed as part of the 2015-2020 Six Year Comprehensive Street Program and the Six Year Pavement Maintenance Program as set forth below:

1) Add sidewalk installation on Arthur, from 26th to Plateau (east side);

2) Add sidewalk installation on Arthur, from 13th to 12th (both sides);

3) Add sidewalk installation on Freya from 20th to 21st (both sides) in the estimated amount of $130,000 to be constructed in 2015;

4) Move chip seal on Elm Street from Broadway to Boone et al from 2016 to 2015;

5) Move chip seal on Kathleen from Sutherlin to Indian Trail et al from 2017 to 2016;

6) Delay chip seal on Riverview from Northwest to A et al, from 2015 to 2018;

7) Delay grind & overlay on Downriver from Aubrey L White Pkwy to Columbia Circle until CSO project details are complete;

8) Delay grind & overlay on Marietta Ave from Freya to Myrtle Streets, from 2016 to 2017;

9) Move grind & overlay on Crestline & Lee Streets from Mission to Nora Avenues from 2017 to 2016;

10) Add grind & overlay on Perry St. from 2nd Ave to Sprague, in the estimated amount of $126,267 to 2016;

11) Add grind & overlay on Arthur from 39th Ave to 37th Ave, in the estimated amount of $84,667 to 2016; and

12) Add grind & overlay on Cannon St. from Kiernan Ave to Garland, in the estimated amount of $85,733 to 2016.

Adopted this _____ day of February, 2015.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 01/26/2015		Date Rec'd	1/15/2015
		Clerk's File #	ORD C35223
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ORD RE WATER RETAIL SERVICE AREA		

Agenda Wording

An ordinance related to the City's Retail Service Area for water service; adopting a new section 13.04.1921 to chapter 13.04 of the Spokane Municipal Code and amending SMC section 13.04.1922.

Summary (Background)

The City is currently considering the adoption of an updated Comprehensive Water System Plan. This ordinance will provide that the City's Retail Service Area for water service shall include those properties outside of the City's municipal boundary that currently receive water service from the City and shall not include those properties inside the Retail Service Area that do not currently receive water service from the City.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The request to extend water service to new customers within the Retail Service Area would constitute an amendment to the Comprehensive Water System Plan, which requires City Council approval and would be considered cumulatively once a year.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Ordinance No. C35223

An ordinance related to the City's Retail Service Area for water service; adopting a new section 13.04.1921 to chapter 13.04 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 13.04.1921 to chapter 13.04 of the Spokane Municipal Code to read as follows:

13.04.1921 City Retail Service Area

A. The City of Spokane's water utility Retail Service Area shall be established pursuant to state law and set forth in the City's Comprehensive Water System Plan Map approved by the City Council.

B. Amendments to the Comprehensive Water System Plan to expand the Retail Service Area to include new customers shall be considered cumulatively on an annual basis or more frequently due to an emergency or urgent circumstance determined by a vote of the City Council.

C. Certificates of water availability shall only be issued if the property is included within the Retail Service Area Map.

D. Properties located within the City's Retail Service Area that do not currently receive water service from the City may request connection to the City's water supply system pursuant to a certificate of water availability. Request for an amendment to the Comprehensive Water System Plan Map shall be reviewed and acted upon by the City Council on an annual basis as an update to its Comprehensive Water System Plan. Annual requests for a Comprehensive Water System Plan Map amendment must be submitted by October 31st to be considered in the annual amendment cycle.

PASSED BY THE CITY COUNCIL ON _____, 2015.

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Rec'd 1-29-15

_____
Mayor

_____
Date

_____
Effective Date

Rec'd 1-29-15

Agenda Sheet for City Council Meeting of: 02/02/2015		Date Rec'd	1/21/2015
		Clerk's File #	ORD C35227
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 INTRAFUND BUDGET TRANSFERS		

Agenda Wording

An ordinance related to intrafund budget transfers; amending SMC section 7.09.010.

Summary (Background)

State law permits intrafund budget transfers subject to such regulations as may be imposed by the City Council. SMC 7.09.010 sets forth which intrafund budget transfers require City Council approval. This ordinance will add to the types of intrafund budget transfers requiring a majority plus one vote of the Council all transfers from a budgeted line-item to a defunded line item as adopted by the City Council.

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

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	Finance
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	Tim Dunivant	
For the Mayor	SANDERS, THERESA	Gavin Cooley	
Additional Approvals		Debra Robole	
Purchasing			

Ordinance No. C35227

An ordinance related to intrafund budget transfers; amending SMC section 7.09.010.

The City of Spokane does ordain:

Section 1. That SMC section 7.09.010 is amended to read as follows:

SMC 7.09.010 Permitted When

A. Intrafund budget transfers may be made during the current fiscal year by order of the mayor, or in the library fund by the library director, or in the park fund by the director of parks and recreation. Provided, however, that the following transfers shall be approved by ordinance passed by the vote of one more than the majority of all members of the city council:

1. The creation or abolishment of employee positions, except for:

   a. classified employee positions which are created or abolished solely for the purpose of downgrading a specific position in order to hire at a lower level of the classification; or

   b. progressive promotions, certification advancements or position reclassifications of classified employees governed by civil service rules or bargaining unit contracts.

2. The decrease, revocation or recall of all or any portion of the total appropriations provided for any one fund.

3. All transfers from a budgeted line-item to a defunded line item as adopted by the City Council.

((~~3~~))4. Emergencies as specified in state law or City charter.

B. Provided, further, that the following transfers shall be approved by ordinance passed by a majority of all members of the city council:

1. Changes to the wages, hours and conditions of employment of appointive employees.

2. Adjustments to the salary or compensation of City officers, assistants and employees.

C. The city council shall approve any regulations implementing this section.

PASSED BY THE CITY COUNCIL ON _____, 2015.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 02/09/2015		Date Rec'd	1/27/2015
		Clerk's File #	ORD C35229
		Renews #	
Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	ORD C34813
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 - ORDINANCE RELATING TO NORTHEAST PUBLIC DEVELOPMENT		

Agenda Wording

A Northeast Public Development Authority (NEPDA) Charter Amendment to expand board member positions.

Summary (Background)

At the NEPDA's January 9 meeting, the Board decided to expand the board member positions from 5 to 7 members, which requires a Charter Amendment and City Council approval.The NEPDA is entering its 3rd year of work and needs to expand the number of board members. This board is a hands-on working board and searches out board members with skill sets needed to implement the current work plan, development and funding strategy (see attached). The current work plan is very robust for an all-volunteer

Fiscal Impact		Budget Account
Neutral	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	**Study Session**	
Division Director	QUINTRALL, JAN	**Other**	PCED 2/2/15
Finance	LESESNE, MICHELE	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	tstripes@spokanecity.org	
Additional Approvals		lmeuler@spokanecity.org	
Purchasing		zetter@spokanecity.org	
		mpiccolo@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

board and the work has reached a point that better connections need to be made with local industry and community organizations. The board will be advertising to fill a current vacancy - this position needs a strong promotional and organizational skill set. Following the expansion of the board positions the advertisement will recruit a local industry (from The YARD) owner, operator, CEO, etc., as well as a Hillyard community member with multiple connections to the community and business organizations such as neighborhood council, GHBA, ONES, Futures, etc. The final appointment of applicants requires Council approval.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Ordinance No. C35229

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C-34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, Article VIII of the NEPDA Charter provides that the Bylaws may be amended consistent with the NEPDA Charter, State law and the Spokane Municipal Code; and

WHEREAS, Article IX Section 9 of the NEPDA Charter provides that amendments to the Charter and Bylaws must be adopted by the NEPDA Board of Directors and subsequently submitted to the City Council for approval by ordinance; and

WHEREAS, on January 9, 2015, the NEPDA Board of Directors approved the Charter and Bylaw amendments set forth in this ordinance; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Article VI of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. Management and control of all Authority affairs shall reside in the Board. The Board shall be composed of <u>either</u> five (5) <u>or seven (7)</u> members who shall be approved by the Mayor and confirmed by <u>the</u> City Council. No Directors shall be the Mayor of the City of Spokane nor member of the City Council. The Mayor or a City Council member selected by the City Council will act as a non-voting ex-officio member of the Board. Board members may include members who are non-city residents.

Section 6.2 Terms of Office.

A. The terms of office of the initially appointed members of the Board shall commence on the effective date of this charter and shall be staggered as follows:

Group I. One member for a one-year term;

Group II. Two members for two-year terms; and

Group III. Two members for three-year terms.

B. In making the appointments of the initial board members, the Mayor shall designate which members are assigned to the three groups identified in subsection A above for purposes of determining the length of terms of such initial board members.

C. Except for the initial members of the Board, each member shall be appointed to serve for a three-year term. Each member shall continue to serve until his or her successor has been appointed and qualified. Members may serve consecutive terms. Appointments to fill a vacancy created during an unexpired term shall be for the remainder of the unexpired term.

D. Terms shall expire at the end of the day prior to the anniversary of the effective date of the Charter of the year in which the respective group is scheduled to terminate. New appointees or reappointees shall be processed in the manner provided herein.

E. Terms for newly created board positions appointed pursuant to Section 6.1 may be staggered as recommended by the Mayor and approved by the City Council in order to maintain an even distribution of terms between the board members.

Section 2. That Article IX of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than three (3) votes of a five (5) member board or four (4) votes of a seven member board.

Section 3. That Article I of the Bylaws for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

ARTICLE I

Board

Section 1.1 Quorum. ((~~At least three (3)~~)) A majority of the members of the full Board must be present at any regular or special meeting to comprise a quorum. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

PASSED BY THE CITY COUNCIL ON _____, 2015.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

City of Spokane Briefing Paper
Northeast Public Development Authority
Planning & Development Services
2/2/2015

Subject

A Northeast Public Development Authority (NEPDA) Charter Amendment will be coming forward for Council approval to expand board member positions.

Background

At the NEPDA's January 9 meeting, the Board decided to expand the board member positions from 5 to 7 members, which requires a Charter Amendment and City Council approval.

The NEPDA is entering its 3rd year of work and needs to expand the number of board members. This board is a hands-on working board and searches out board members with skill sets needed to implement the current work plan, development and funding strategy (see attached). The current work plan is very robust for an all-volunteer board and the work has reached a point that a better connections need to be made with local industry and community organizations.

The board will be advertising to fill a current vacancy – this position needs a strong promotional and organizational skill set. Following the expansion of the board positions the advertisement will recruit a local industry (from The YARD) owner, operator, CEO, etc., as well as a Hillyard community member with multiple connections to the community and business organizations such as neighborhood council, GHBA, ONES, Futures, etc. The final appointment of applicants requires Council approval.

Recommendations

Approve the attached Charter amendment

For more information: Teri Stripes, Assistant Planner, tstripes@spokanecity.org, X6597

The YARD Funding Strategy
City of Spokane & Northeast Public Development Authority

DRAFT

FUTURE USE VISION

ORGANIZATION

NEPDA BUSINESS PLAN
- Options for Role
- Options for Revenue Streams

$ COMMERCE GRANT

CITY ANNUAL WORK PLANS → POLICY & REGULATORY REFORMS → SUB-AREA PLAN & PLANNED ACTION SEPA

CITY ANNUAL WORK PLANS → ESTABLISH BROWNFIELD REDEVELOPMENT OPPORTUNITY ZONE → ESTABLISH TAX INCREMENT FINANCING DISTRICT

$ ECOLOGY INTEGRATED PLANNING GRANT

PUBLIC IMPROVEMENTS

EXISTING CONDITIONS & NEEDS ASSESSMENT → INFRASTRUCTURE MASTER PLAN & CAPITAL FACILITIES PROJECT LIST → DESIGN & CONSTRUCTION OF INITIAL PHASE / BACKBONE INFRASTRUCTURE → DESIGN & CONSTRUCTION OF INFILL INFRASTRUCTURE

$ COMMERCE GRANT

$ USEPA AREA-WIDE PLANNING GRANT

$ STREET LEVY
$ TRANSPORTATION IMPROVEMENT BOARD
$ ECOLOGY WATER QUALITY GRANTS
$ LOCAL IMPROVMEENT DISTRICT
$ TAX INCREMENT FINANCING

$ DEVELOPER
$ STREET LEVY
$ LOCAL IMPROVEMENT DISTRICT
$ TAX INCREMENT FINANCING

COMBINED SEWER OVERFLOW PLANNING → MODEL LOW IMPACT DEVFELOPMENT STORMWATER FEASIBILITY ASSESSMENT

$ ECOLOGY INTEGRATED PLANNING GRANT

MARKETING

MARKET ASSESSMENT & IDENTIFICATION OF CATALYST PROPERTIES / FOCUS AREAS → FINANCIAL FEASIBILITY ASSESSMENT FOR CATALYSTS → BUSINESS PROMOTION PROGRAM
- Outreach To Existing Businesses
- Engage Potential Developers And Investors

FINANCIAL FEASIBILITY ASSESSMENT FOR CATALYSTS → DEVELOPMENT INCENTIVES
- Financial
- Technical Support (Environmental Assessment)

$ COMMERCE GRANT

$ USEPA AREA-WIDE PLANNING GRANT
$ US EDA GRANT

$ ECOLOGY INTEGRATED PLANNING GRANT
$ USEPA ASSESSMENT GRANT

WORKFORCE & ENTREPRENEURSHIP(Ex. Maker/Builder/Flex Space)

CONCEPTUAL PLANNING
- Needs Assessment, Organization, Programs, Facility, and Funding

→ SITE SELECTION & DESIGN → CONSTRUCTION

MAUL FOSTER ALONGI

NEPDA Board and Staff's Work Plan Snapshot: What, Who, & When of 2014 – Q4 thru 2017 – Q4

Site Development Tasks

Deliverable	Responsible Lead	Start	Due Date
SEPA Planned action ordinance, pre-approved permitting, mitigation, design standards – in connection with EPA and Ecology Brownfield work	Teri	2014 – Q3	2017 – Q4
Makers & Builders Space . . .	Teri	2016 – Q1	2016 – Q4
Liaison with BNSF to keep redevelopment interest open	Joe	2014 – Q3	2015 – Q4
Create a unique incentives package for THE YARD	Laura	2015 – Q1	2015 – Q4
Connect with current developers interested or investing in the YARD	Anthony/Joe	2014 – Q3	2017 – Q4

Capital Planning Tasks

Create the YARD's Annual Capital Plan	Teri	2015 – Q1	2017 – Q4
• WSDOT on US 395 planning and integration	Joe	2014 – Q4	2017 – Q4
• Cochran Basin on integrated CSO utility planning with City	Craig	2014 – Q4	2017 – Q4
• Ecology Integrated Planning –stormwater plan, SEPA Planned Action	Teri	2014 – Q3	2017 – Q4
• Commerce Brownfields – *NEPDA Business and Marketing Planning, Zone	Teri	2014 – Q2	2016 – Q2
• EPA Area Wide Planning - Site Specific Feasibility Study, Pro Forma, Infrastructure Planning, Preliminary Design & Redevelopment Strategy	Teri	2015 – Q2	2017 – Q4
• EPA Assessment - Brownfield Inventory, Environmental Assessment Planned Action SEPA Pieces (Additive to Work under AWP & IPG)	Teri	2015 – Q3	2017 – Q4
• EDA Technical Assistance - Focused feasibility: Infrastructure needs of current and future heavy freight users	Teri	2014 – Q3	2015 – Q4

Promotion Tasks

*NEPDA Marketing Planning Updates	Latisha	Q2	Q3
Maintain and update the YARD Collateral Materials & Web	Latisha	Q1	Q2
Annual Meeting	Latisha	Q2	Q4
Annual Manufactures Roundtable Discussion	Anthony	Q1	Q2
Quarterly Networking Meetings	Anthony	Q1,2 & Q3	Q1,2 & Q3

Finance Tasks

Pursue grant funding to implement projects - *successful Grant pursuits will require work plan adjustments*	Teri	Ongoing	
Evaluate property values and decide on establishing a TIF district	Teri	Q2	Q2
*NEPDA Business Planning Updates	Teri	Q1	Q2
NEPDA Annual Budget	Joe	Q1	Q2
Establish a TIF policy and requirements of gap assistance	Laura	2015 – Q1	2014 – Q4

Indicators & Performance Tasks

The YARD & NEPDA Yearend Report (matrix, comparisons, accomplishments)	Latisha	Q3	Q4
• Track permitting measurements for the NE target (Number and Value)	Teri	Q4	Q4
• Property values	Teri	Q2	Q3
• Trade Area Industry stats	Teri	Q4	Q4
• Employment stats	Teri	Q4	Q4
• Demographic stats	Teri	Q4	Q4
• NEPDA Accomplishments	Teri	Q3	Q3

Workforce & Entrepreneurship Tasks

Youth & Workforce Development – Promise Zone, NewTech, Skill Center, Hillyard Children's Zone	Latisha	2014 – Q4	2017 – Q4
Workforce Development Council liaison	Joe	2014 – Q4	2017 – Q4
Makers & Builders user's needs . . .		2015 – Q4	2015 – Q4

Administration Tasks

Refine and update Development Strategy	Anthony	Q1	Q3
Amend Interlocal Operating Agreement	Teri	Q2	Q2
Define the Executive Director's position and needed skill set	Anthony	2016 – Q1	2016 – Q4

Agenda Sheet for City Council Meeting of: 01/05/2015		Date Rec'd	12/22/2014
		Clerk's File #	ORD C35214
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 509-625-6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	0320 LANDMARKS COMMISSION ORDINANCE		

Agenda Wording

An ordinance relating to historic preservation and the landmarks commission, adopting a new chapter 4.35 to title 4 of the Spokane Municipal Code, amending SMC sections 17D.040.230 and 17D.040.300,

Summary (Background)

This ordinance removes provisions under Chapter 17D.040 regarding the Landmarks Commission from title 17D, which is part of the development code, to a new chapter in SMC 4.35, which relates to similar boards and commissions. The ordinance also revises the membership provision to provide that nine of the eleven Commission member are to be appointed solely by the City Council. The remaining two would be appointed by the County Commissioners.

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

Approvals		Council Notifications	
Dept Head	STUCKART, BEN	**Study Session**	
Division Director		**Other**	
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

adopting a new section 17D.040.310 to chapter 17D.040 of the Spokane Municipal Code amd repealing SMC section 17D.040.010, 17D.040.020, 17D.040.030, 17D.040.040, 17D.040.050, 17D.040.060, 17D.040.070 and 17D.040.080.

Summary (Background)

The ordinance specifically provides that the City appointees do not have to be city residents. The appointees would still have to meet the qualifications set forth in the ordinance. The ordinance makes other procedural and technical amendments recommended by the Historic Preservation Officer.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35214

An ordinance relating to historic preservation and the landmarks commission, adopting a new chapter 4.35 to title 4 of the Spokane Municipal Code, amending SMC sections 17D.040.230 and 17D.040.300, adopting a new section 17D.040.310 to chapter 17D.040 of the Spokane Municipal Code, repealing SMC section 17D.040.010, 17D.040.020, 17D.040.030, 17D.040, 17D.040.050, 17D.040.060, 17D.040.070 and 17D.040.080 and amending the title to Chapter 17D.040.

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 4.35 to title 4 of the Spokane Municipal Code to read as follows:

Chapter 4.35

Landmarks Commission

4.35.010 Findings and Purpose
4.35.020 Establishment – Membership
4.35.030 Terms – Appointment
4.35.040 Compensation
4.35.050 Rules and Regulations
4.35.060 Funding
4.35.070 Commission Staff
4.35.080 Duties

4.35.010 Findings and Purpose

A. Findings.
The City and Spokane County find that the establishment of a 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.

B. Purpose.
The purpose of this chapter is to establish a city/county historic landmarks commission responsible for the stewardship of historic and architecturally significant properties in the City, unincorporated areas of the County, and, upon request, incorporated towns, in order to effect the recognition and preservation of such properties.

4.35.020 Establishment – Membership

A. There is created the city/county historic landmarks commission (herein called the "commission") consisting of eleven ((~~residents of Spokane County~~)) total members; nine members nominated by the mayor and appointed by the city council and two members appointed at large by the County board all who have demonstrated experience and/or interest in historic preservation. ((~~as follows~~)) Seven members should have the following expertise:

((~~1. There shall be appointed jointly by the city council and the board of county commissioners~~)):

1. an architect who is registered in the state of Washington;
2. a state-certified general real estate appraiser;
3. two historians with appropriate degrees or equivalent experience;
4. a professional archaeologist or anthropologist with appropriate degrees;
5. an owner or managing agent in a fiduciary capacity of real estate in Spokane's central business district; and
6. an experienced preservation construction specialist.

((~~2. There are appointed by the board two County residents at large.~~

~~3. There are appointed by the city council two City residents at large~~.))

B. ((~~Exception to the residency requirement for commission members may be granted with approval of the commission for members under subsection (A)(1) of this section, a maximum of two nonresidents may serve on the commission at any one time.~~)) The City appointments to the commission may include non-residents of the City.

4.35.030 Terms – Appointment

The term of office is three years. No member will be deemed to have served one term if he/she resigns or is removed after appointment or if he/she serves an unexpired term of less than two years. All members hold their offices at the pleasure of the respective appointing authority. No member may serve more than two consecutive terms of three years, unless the appointing authority ((~~council and/or board~~)) shall so designate.

4.35.040 Compensation

All members of the commission shall serve without compensation.

4.35.050 Rules and Regulations

A. The commission by rule prescribes the selection and function of officers, including at least a chair and vice chair. A quorum is seven members. Any action of the commission requires a majority vote. The commission uses Robert's Rules of Order as the established rules for the conduct of its meetings and the transaction of business.

B. The commission through rules and regulations adopts standards to guide the various activities provided in SMC 4.35.080.

4.35.060 Funding

The City and the County shall by interlocal cooperative agreement provide, at a minimum, funds for an historic preservation officer and operational support.

4.35.070 Commission Staff

The commission staff consists of the historic preservation officer and such ancillary staff as is available.

17D.040.080 Duties

The commission sets historic preservation policies for the City and County of Spokane.

B. The major responsibilities of the commission are to:

1. identify and actively encourage the conservation of City and County historic resources;

2. recommend the designation of historic landmarks and districts;

3. raise community awareness of historic resources; and

4. advise the council and board on matters of history, historic planning and preservation.

C. In carrying out these responsibilities the commission engages in, but is not limited to, the following activities:

1. Registers of Historic Places.
   a. Submit nominations to the state and national registers of historic places.
   b. Review nominations to the Spokane register according to criteria in SMC 17D.040.090.
   c. Initiate and maintain the Spokane register of historic places to encourage efforts by owners to maintain, rehabilitate and preserve

properties. This official register compiles buildings, districts, objects, sites and structures identified by the commission as having historic significance worthy of recognition by the council or board

d. Review proposals (as provided in SMC 17D.040.200) to construct, change, alter, modify, remodel, move, demolish and significantly affect properties or districts on the register.

e. Review all applications for alterations to buildings on which the City or county owns a facade easement, and make recommendations to the appropriate building officials concerning the approval or denial of a permit. The building official does not issue a permit for any alteration to a building which is encumbered by a facade easement until the commission or its designee has made its recommendation. The building official's decision may be appealed to the hearing examiner.

f. Review all applications for the special permit under SMC 11.19.270 and make recommendations concerning the approval or denial of the special permit and suggest conditions, if appropriate, to the Spokane hearing examiner.

2. Public Plans and Programs.

a. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the City and Spokane County and publicize and periodically update inventory results. Properties listed on the inventory are recorded on official zoning records but this designation does not change or modify the underlying zoning classification.

b. Implement and maintain the City's historic preservation plan, upon the direction of the city plan commission and council.

c. Review and comment to the council or board on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of City or County government, other neighboring communities, the state or federal governments, as they relate to historic resources in Spokane and Spokane County

d. Establish liaison support, communication and cooperation with federal, state and other local government entities which will further historic preservation objectives, including public education, within the City of Spokane and Spokane County ((~~area~~)).

3. Tax Valuation.

a. Serve as the local review board for special valuation of historic property in Spokane (Resolution 85-66, November 4, 1985), and:

i. make determinations concerning the eligibility of historic properties for special valuation,

ii. verify that the improvements are consistent with the Washington State Advisory Council's Standards for Rehabilitation and Maintenance,

iii. enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2),

iv. approve or deny applications for special valuation,

v. monitor the property for continued compliance with the agreement and statutory eligibility requirements during the ten-year special valuation period, and

vi. adopt administrative rules and comply with all other local review board responsibilities identified in chapter 84.26 RCW.

((~~b. Comply with obligations as stated in the Spokane County open space and timberland current use taxation application (Resolution 80-1342, November 3, 1980).~~))

4. Public Education.

a. Participate in, promote and conduct public informational, educational and interpretive programs pertaining to historic resources; and provide, by way of pamphlets, newsletters, workshops and similar activities, information to the public on methods of maintaining and rehabilitating historic properties.

b. Be informed about and provide information to the public and city and county departments on the use of various federal, state, local and private funding sources available to promote historic resource preservation and other incentives for preservation of historic resources, including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

c. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts and new construction in historic areas; and encourage appropriate measures for such recognition.

5. Historic Building Code Review.

With certification of the state historic preservation officer, the historic preservation officer/landmarks commission is the local government historic preservation program for reviewing qualified historic rehabilitation projects.

6. Other.

a. Provide for the review, either by the commission or its staff, of all applications for approvals, permits, environmental assessments or impact statements and other similar documents pertaining to identified historic resources or adjacent properties.

b. Advise the council or board generally on matters of <u>City of</u> Spokane <u>and Spokane</u> County history and historic preservation.

c. Conduct all commission meetings in compliance with chapter 42.30 RCW, the Open Public Meetings Act, to provide for adequate public participation.

d. Perform other related functions assigned to it by the board or council.

e. Provide historic preservation services pursuant to interlocal cooperation agreements entered into by the city council and county commissioners.

Section 2. That SMC section 17D.040.230 is amended to read as follows:

SMC 17D.040.230 Demolition Permits for Historic Structures in the Downtown Boundary Area ((~~and National Register Historic Districts~~))

A. Demolition Permits.

No demolition permits for structures that are listed or eligible to be listed on the ((~~National or~~)) Local Register of Historic Places located in the area shown on Map 17D.040.230-M1, Downtown Boundary Area ((~~, and in all National Register Historic Districts~~)) shall be issued unless the structure to be demolished is to be replaced with a replacement structure that meets the following criteria:

1. The replacement structure shall have a footprint square footage equal to or greater than the footprint square footage of the landmark structure to be demolished. The square footage of the footprint may be reduced:
   a. to accommodate parking serving the replacement structure or for public benefit, such as public green space and/or public art; or
   b. if the owner submits plans in lieu for review and approval by the City's design review board subject to applicable zoning and design guidelines.

2. The replacement structure satisfies all applicable zoning and design guidelines.

3. A building permit has been issued for the replacement structure prior to the issuance of the demolition permit. In the alternative, the owner may obtain a demolition permit prior to the issuance of the building permit if the owner either:
   a. submits to the City a performance and surety bond in the amount of the full cost of the replacement structure; or
   b. demonstrates to the satisfaction of the director of building services, in consultation with the City's historic preservation officer, that the owner has a valid and binding commitment or commitments for financing sufficient for the replacement use subject only to unsatisfied contingencies that are beyond the control of the owner other than another commitment for financing; or has other financial

resources that are sufficient (together with any valid and binding commitments for financing) and available for such purpose.

B. Eligibility.
Eligibility shall be determined by the historic landmarks commission within fourteen days of the submission of the application for a demolition permit. The applicant shall be responsible to submit a determination of eligibility demonstrating the ineligibility of the structure based upon the National Register Criteria for Evaluation (36 CFR 60). Applications for structures that are determined not to be listed or eligible to be listed on ((~~a National or~~)) the Local Register of Historic Places shall be processed pursuant to existing regulations.

C. Economic Hardship.
The requirements of SMC 17D.040.230 shall not apply and the owner may obtain a demolition permit without the requirement of constructing a replacement structure if the owner can demonstrate to the satisfaction of the ad hoc committee on economic hardship that maintaining the historic structure would impose an economic hardship on the property owner that was created beyond the owner's control.

1. The ad hoc committee on economic hardship shall be appointed by the mayor and confirmed by the city council, and will consist of at least seven members as follows:
   a. one member of the real estate development community or association such as CCIM Institute, Institute of Real Estate Management, the Society of Office and Industrial Realtors, and Building Owners and Managers Association;
   b. one member from a banking or financial institution;
   c. one licensed architect registered in Washington State;
   d. one member from the property management industry;
   e. one member representative of property developers;
   f. one member of the landmarks commission; and
   g. one member representing the neighborhood council where the historic structure is located.

2. The ad hoc committee's decision shall be made by majority vote and within thirty days of the submission of the material demonstrating an economic hardship by the property owners.
   a. The property owner has the burden of demonstrating the economic hardship.
   b. Evidence of economic hardship is limited to instances when preservation will deprive the owner of reasonable economic use of the property.
   c. An owner's financial status is not evidence of economic hardship.
   d. The decision of the ad hoc committee may be appealed to the hearing examiner within thirty days of the committee's decision.

3. The ad hoc committee will be a standing committee with one revolving member representing the specified neighborhood in which the property resides.
   a. There is a preference for developer and architects who participate on the ad hoc committee to have both new building construction and historic renovation experience.
   b. There is a preference for the neighborhood representative who participates on the ad hoc committee to have experience in development, appraising, construction, and/or related skills.
   c. Members of the ad hoc committee shall serve for two-year terms and may be reappointed for additional two-year terms.

D. Factors to Determine Reasonable Economic Use.
A reasonable economic use would be one that provides a greater return on the underlying land value (land with improvements) than the land alone could generate. The following four steps will be taken to determine reasonable economic use:

1. The market value of the land, as vacant, is to be estimated.
   a. The sales comparison approach to value is an approved method.
   b. The land residual technique is an approved method, but only allowable when accompanied by and reconciled with the sales comparison approach method.
2. The first year market rate of return on leased land is to be estimated.

3. Market data supporting this rate of return must be provided.

4. Based on applying the rate of return to the land value estimate, an annual market return on the underlying land results. This is the base figure or threshold for the analysis.

5. Provide an estimate of the annual market net operating income for the property as is, and under any reasonable modifications thereof. Note that any required capital investment in the property would increase the basis from which the return is estimated.
   a. The sales comparison approach, income approach, cost approach, and development approach to value are all approved techniques.
   b. Under valuation scenarios where an additional capital investment is required, the expected market return on the capital investment will be subtracted from the annual return, with the residual income being the return on the land.

E. Request by Owner for Advance Determination of Status.
An owner may request an advance determination of economic hardship exemption qualification by the City as to whether a property subject to this

ordinance may be demolished without the constraints of this SMC 17D.040.230, so that the owner may market for sale or refinance the property knowing its status. Upon receipt of a written request from a property owner, the owner shall be entitled to an economic hardship hearing at the owner's expense, pursuant to SMC 17D.040.230(D) and represent the findings as binding upon the property owner and City to third parties including but not limited to prospective purchasers and lenders.

F. Building Official or Fire Marshal Orders.
The requirements of this section shall not apply to orders of the building official or fire marshal regarding orders that a structure be demolished due to public health, safety, or welfare concerns.

G. Additional Parking.
This section shall not apply if the owner demonstrates to the satisfaction of the building official, in consultation with the historic preservation officer, that the property will be used as parking associated with the renovation of an adjacent structure listed or eligible to be listed on the National or Local Register of Historic Places.

Section 3. That SMC section 17D.040.300 is amended to read as follows:

SMC 17D.040.300 Waiver of Review

The commission, at the request of the owner, may waive review under SMC 17D.040.240 through 17D.040.290 of those actions which may require a certificate of appropriateness or which may be within the scope of agreed management standards when the action will be reviewed by the Washington State ((~~Office~~)) Department of Archaeology and Historic Preservation or the National Park Service and will be subject to the ((~~standards for rehabilitation of the~~)) Secretary of the Interior's Standards for Treatment of Historic Properties. The commission may choose to deny said request should it be determined by the Washington State Department of Archaeology and Historic Preservation or the National Park Service that the proposed action does not meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Section 4. That there is adopted a new section 17D.040.310 to chapter 17D.040 of the Spokane Municipal Code to read as follows:

17D.040.310 Review and Monitoring of Properties for Special Property Tax Valuation

A. Time Lines

1. Applications shall be forwarded to the commission by the assessor within 10 calendar days of filing.

2. Applications shall be reviewed by the commission before December 31 of the calendar year in which the application is made.

3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within 10 calendar days of issuance.

B. Procedure

1. The assessor forwards the application(s) to the commission.

2. The commission reviews the application(s), consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in SMC 17D.040.090.

   a. If the commission finds the properties meet all the criteria, then, on behalf of the City, it enters into a Historic Preservation Special Valuation Agreement (set forth in WAC 254-20-120) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s).

   b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s).

3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.

4. For approved applications:

   a. The commission forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090 (4) to the assessor,

   b. Notifies the state review board that the properties have been approved for special valuation, and

   c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.

5. The commission determines, in a manner consistent with its rules of procedure, whether or not properties are disqualified from special valuation either because of

   a. The owner's failure to comply with the terms of the agreement or

b. Because of a loss of historic value resulting from physical changes to the building or site.

6. For disqualified properties, in the event that the commission concludes that a property is no longer qualified for special valuation, the commission shall notify the owner, assessor, and state review board in writing and state the facts supporting its findings.

C. Criteria

1. Historic Property Criteria:

The City attained Certified Local Government (CLG) status in 1986. As a CLG, the City determines the class of property eligible to apply for Special Valuation. Eligible property types in Spokane mean only properties listed on Spokane Register of Historic Places or properties certified as contributing to a Spokane Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.

2. Application Criteria:

Complete applications shall consist of the following documentation:

a. A legal description of the historic property,

b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation,

c. Architectural plans or other legible drawings depicting the completed rehabilitation work, and

d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the commission upon request, and

e. For properties located within historic districts, in addition to the standard application documentation, a statement from the appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.

3. Property Review Criteria:

In its review the commission shall determine if the properties meet all the following criteria:

a. The property is historic property;

b. The property is included within a class of historic property determined eligible for Special Valuation by the City;

c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within twenty-four months prior to the date of application; and d. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in 17D.040.210 of this ordinance).

4. Rehabilitation and Maintenance Criteria:

The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

D. Agreement:

The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).

E. Appeals:

Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to Superior Court under Chapter 34.05.510 -34.05.598 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

Section 5. That SMC sections 17D.040.010, 17D.040.020, 17D.040.030, 17D.040, 17D.040.050, 17D.040.060, 17D.040.070 and 17D.040.080 are repealed.

Section 5. That Title 17D regarding City-Wide Standards is amended as follows:

Chapter 17D.040 ((~~Landmarks Commission~~)) Historic Preservation

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 02/02/2015		Date Rec'd	1/21/2015
		Clerk's File #	ORD C35228
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ORD RE MARIJUANA EXTRACTION REQUIREMENTS		

Agenda Wording

An ordinance relating to licensed marijuana processor extraction requirements; adopting a new section 17F.080.490 to chapter 17F.080 of the Spokane Municipal Code.

Summary (Background)

Marijuana processors licensed by the Liquor Control Board are authorized to use "certain . . . solvents, gases and mediums when creating marijuana extracts," which includes butane, propane, isobutane and other flammable solvents or gases, and high pressure compressed gases so long as they are used in a professional grade closed loop extraction system.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	Public Safety, 11-17-15
Finance	LESESNE, MICHELE	Distribution List	
Legal	PICCOLO, MIKE	DKokot@spokanecity.org	
For the Mayor	SANDERS, THERESA	MPiccolo@spokanecity.org	
Additional Approvals		BWilliams@spokanecity.org	
Purchasing		IYamada@spokanecity.org	
		MFroemming@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance will clarify that the closed loop system used in the extraction process utilizes equipment specifically listed for such use by a nationally recognized testing and certification company, and which has been approved and inspected by Fire Department officials to ensure compliance with all fire safety regulations and codes within the State of Washington and City of Spokane. The licensed processors shall also be required to obtain an annual operating permit from the City of Spokane Fire Department for the use and maintenance of cannabis extraction system that do not use just water as the medium of extraction.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Ordinance No. C35228

An ordinance relating to licensed marijuana processor extraction requirements; adopting a new section 17F.080.490 to chapter 17F.080 of the Spokane Municipal Code.

WHEREAS, on November 6, 2012, voters approved Washington State Initiative 502, which legalized the possession and consumption of small amounts of marijuana by adults aged 21 and over and laid the foundation for a state run marijuana market to be overseen by the Liquor Control Board; and

WHEREAS, rules adopted by the Liquor Control Board in November 2013 allow licensed marijuana processors to use “certain… solvents, gases and mediums when creating marijuana extracts,” (Chapter 314-55-104 WAC) which includes butane, propane, isobutane and other flammable solvents or gases, and high pressure compressed gases so long as they are used in a professional grade closed loop extraction system; and

WHEREAS, if not used in an approved closed loop system, which utilizes equipment specifically listed for the intended use by a nationally recognized testing and certification company with proper safety mechanisms in place, high pressure system failures can result in safety hazards or inhalation of butane can lead to serious medical complications including temporary memory loss, frostbite, freeze burn, ventricular fibrillation and death by asphyxiation; and

WHEREAS, the National Fire Protection Association (NFPA) rates the flammability of butane at a level 4 in their NFPA 704 Hazard Rating System, indicating that the substance “will burn readily” and has a flash point below seventy three degrees Fahrenheit; and

WHEREAS, several fires and explosions have occurred in Spokane County and the City of Spokane as a result of improper use of butane in marijuana extraction, including a vehicle explosion in the Garland District in which a 27 year old man and his two year old daughter sustained injuries; and

WHEREAS, continued unlicensed use of butane, propane, isobutene, flammable solvents or gases, or high pressure compressed gases for marijuana extracts is a public health and safety concern that the City of Spokane has the authority to address; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17F.080.490 to chapter 17F.080 of the Spokane Municipal Code to read as follows:

17F.080.490 Licensed Marijuana Processor Extraction Requirements

A. It shall be unlawful for any person to process or manufacture marijuana concentrate in the City of Spokane in a manner authorized by WAC 314-55-104 who is not a processor licensed by the Washington State Liquor Control Board. Such processors shall be required to use in their processing/manufacturing process a closed loop system that utilizes equipment specifically listed for such use by a nationally recognized testing and certification company, and which has been approved and inspected by Fire Department officials to ensure compliance with all fire safety regulations and codes within the State of Washington and City of Spokane

B. Licensed processors shall acquire an annual operating permit from the City of Spokane Fire Department for the use and maintenance of cannabis extraction system that do not use just water as the medium of extraction.

PASSED by the City Council on _____

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date