

**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, JULY 13, 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 CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto: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. Purchase of one John Deere Road Grader from Rowand Machinery (Spokane, WA) for the Fleet Services Department—\$281,369.95 (incl. tax).<br><b>Gene Jakubczak</b>  | Approve        | OPR 2015-0580                |
| 2. Purchase of Itron Automated Meter Reading equipment and Encoder Receiver Transmitters without public bidding on an "as needed" basis using Resolution 2012-0058 declaring Itron a sole source and authorizing future purchases—\$300,000.<br><b>Dan Kegley</b> | Approve        | OPR 2015-0581                |
| 3. Low bids meeting specifications of:  | Approve<br>All |                              |
| a. HD Supply Waterworks (Spokane, WA) for Item #1 Brass Fittings & Item #2 Compression Brass Fittings—\$62,548.86 (incl. tax).  |                | OPR 2015-0582<br>BID 4142-15 |
| b. M&L Supply (Spokane, WA) for Item #3 Type K Soft Copper Pipe and Item #4 Poly HDPE Pipe—\$47,250.22.   |                | OPR 2015-0583<br>BID 4142-15 |

**Dan Kegley**

- |    |   |                |                              |
|----|---|----------------|------------------------------|
| 4. | Low Bids of:  | Approve<br>All |                              |
| a. | Garco Construction, Inc. (Spokane WA) for RPWRF Projects 1 & 2, LID Parking, Landscaping and Fire Protection Improvements—\$1,324,000 (plus tax). An administrative reserve of \$132,400 (plus tax), which is 10% of the contract price, will be set aside. <b>Mike Taylor</b>                          |                | PRO 2015-0022<br>BID 4146-15 |
| b. | _____ (to be determined at bid opening to be held on July 6, 2015) for Re-Bid of Rowan Avenue Rehabilitation Phase 1 (Driscoll Blvd. to Alberta Street)—\$ _____ (plus tax). An administrative reserve of \$ _____ (plus tax), which is 10% of the contract price, will be set aside. <b>Dan Buller</b> |                | PRO 2015-0023<br>ENG 2014135 |
| c. | _____ (to be determined at bid opening to be held on July 6, 2015) for Wall Street Combined Sewer Main—\$ _____ (plus tax). An administrative reserve of \$ _____ (plus tax), which is 10% of the contract price, will be set aside. <b>Dan Buller</b>  |                | PRO 2015-0024<br>ENG 2015083 |
| d. | Murphy Brothers, Inc. (Spokane, WA) for Monroe Street/Lincoln Street Couplet, 8th Avenue to 2nd Avenue—\$5,590,580.40 (plus tax). An administrative reserve of \$559,058.04 (plus tax), which is 10% of the contract price (plus tax), will be set aside. <b>Dan Buller</b>                             |                | PRO 2015-0025<br>ENG 2012115 |
| e. | William Winkler Company (Newman Lake, WA) for 2015 Community Development Sidewalk Projects—\$392,794.20. An administrative reserve of \$39,279.42, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)<br><b>Dan Buller</b>  |                | PRO 2015-0026<br>ENG 2015041 |
| 5. | Change Order No. 3 to Contract with HCI Industrial & Marine Coatings, Inc. (Vancouver, WA) for 9th and Pine Reservoir Repainting—\$151,481.13 and 22 working days (Total cost-to-date—\$2,110,048.13). (East Central Neighborhood)<br><b>Dan Buller</b>   | Approve        | OPR 2014-0294<br>ENG 2013129 |
| 6. | Contract with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated for Federal Lobbying Services—\$36,000 and Business Recruitment Assistance—\$56,440. Total Contract Amount: \$92,440.<br><b>Julie Happy</b>   | Approve        | ORD 2015-0584<br>RFP 4113-15 |

- |     |   |                                  |                              |
|-----|---|----------------------------------|------------------------------|
| 7.  | Recommendations to list on the Spokane Register of Historical Places:   | Approve & Auth. Mgmt. Agreements |                              |
|     | a. The Bayley House, 3111 East Marshall Avenue.   |                                  | OPR 2015-0585                |
|     | b. The Chamberlain House, North 1228 Sherwood Street.   |                                  | OPR 2015-0586                |
|     | c. The Hillyard Library, 2936 East Olympic Avenue.  |                                  | OPR 2015-0587                |
|     | <b>Megan Duvall</b>   |                                  |                              |
| 8.  | Change Order No. 2 for the Spokane Central Service Center to formalize the contractor's scope of work to include the Street Department building remodel—\$1,526,752.  | Approve                          | PRO 2013-0037                |
|     | <b>Ken Gimpel</b>   |                                  |                              |
| 9.  | Contract Renewal for Olin Corporation/DBA Olin Chlor Alkali Products (Tracy, CA) to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility from August 1, 2015 through July 31, 2016—\$200,953.42 (incl. tax).                         | Approve                          | OPR 2013-0655<br>BID 3956-13 |
|     | <b>Dale Arnold</b>  |                                  |                              |
| 10. | First Amendment to Telecommunications Master Lease Agreement with Verizon Wireless, LLC from June 1, 2015 to December 31, 2021—\$30,385.78 Revenue.   | Approve                          | OPR 1996-0731                |
|     | <b>James Sakamoto</b>   |                                  |                              |
| 11. | Establishment of Intrastate Network for Mutual Aid and Assistance (the "Network") to coordinate response activities and share resources during emergencies.   | Approve                          | OPR 2015-0588                |
|     | <b>Dan Kegley</b>   |                                  |                              |
| 12. | Spokane Regional Transportation Council lease extension and modification at the City Intermodal Facility—\$101,658 Revenue.   | Approve                          | OPR 1998-0385                |
|     | <b>Dave Steele</b>  |                                  |                              |
| 13. | Greyhound Lines lease extension and modification at the City Intermodal Facility, through April 30, 2025—\$31,896 Annual Revenue.   | Approve                          | OPR 1994-0890                |
|     | <b>Dave Steele</b>  |                                  |                              |
| 14. | Report of the Mayor of pending:   | Approve & Authorize Payments     |                              |
|     | 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 \$_____. |                                  | CPR 2015-0002                |

- b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2015: \$\_\_\_\_\_.

CPR 2015-0003

15. City Council Meeting Minutes: \_\_\_\_\_, 2015.

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)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

**BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Fire Code Appeals & Advisory Board: One Reappointment.

Confirm

CPR 1991-0134

Spokane Human Rights Commission: One Appointment

Confirm

CPR 1991-0068

## CITY ADMINISTRATION REPORT

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### COUNCIL COMMITTEE REPORTS

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

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### OPEN FORUM

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

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## LEGISLATIVE AGENDA

### NO EMERGENCY BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0063 Regarding the appointment of committees to prepare statements advocating voters' approval or rejection of Propositions No. 1 and No. 2 on the August 4, 2015 Primary Election and approving rules for preparation of statements.  
**Council President Stuckart**
- RES 2015-0064 Recognizing the *North Hill Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood based-improvement activities, as well as neighborhood priorities involving future projects.  
**Jo Anne Wright**
- RES 2015-0065 Resolutions 2015-0065 – 2015-0071: Dedicating to the public use as a  
RES 2015-0066 public street and for utility purposes various parcels (as legally  
RES 2015-0067 described in the respective resolutions.)  
RES 2015-0068 **Dave Steele**  
RES 2015-0069  
RES 2015-0070  
RES 2015-0071

ORD C35258 Relating to indecent public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code. (Deferred from June 29, 2015, Agenda)

**Council Members Allen and Fagan**

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35278 Relating to animal cruelty amending Spokane Municipal Code sections 1.05.210, and; adding a new section to chapter 10.23A.

**Tim Szambelan**

ORD C35279 Relating to enhanced penalties for violation of regulations concerning parking in taxi stands and amending SMC section 08.02.083 and SMC section 16A.61.5705.

**Council President Stuckart and Council Member Fagan**

ORD C35280 Relating to design standards and guidelines, and minimum parking and site planting standards, for sites located in Center and Corridor Zones; amending Spokane Municipal Code Sections 17C.122.060, 17C.230.120, 17G.040.020, and 17C.200.040. **Tirrell Black**

ORD C35281 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

## HEARINGS

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

### RECOMMENDATION

- |     |  |                         |               |
|-----|--|-------------------------|---------------|
| H1. | a. Hearing on Proposed Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to immigration status information.  | Council Decision        | LGL 2014-0023 |
|     | b. First Reading Ordinance C35281 relating to immigration status information; amending SMC Section 3.10.040; repealing SMC Section 3.10.050 and adopting a new section 3.10.060 to Chapter 3.10 of the Spokane Municipal Code. | Further Action Deferred | ORD C35281    |

**Terri Pfister**

**Motion to Approve Advance Agenda for July 13, 2015**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

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

## **ADJOURNMENT**

The July 13, 2015, Regular Legislative Session of the City Council is adjourned to July 20, 2015.

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## **NOTES**





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/30/2015
<b>Clerk's File #</b>	OPR 2015-0580
<b>Renews #</b>	

<b>Submitting Dept</b>	FLEET SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	GENE 625-7865	<b>Project #</b>	
<b>Contact E-Mail</b>	GJAKUBCZAK@SPOKANECITY.ORG	<b>Bid #</b>	HGAC BUY
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	RE # 17412
<b>Agenda Item Name</b>	5100-FLEET SERVICES PURCHASE OF ROAD GRADER USING HGAC BUY		

**Agenda Wording**

Purchase of one (1) John Deere Road Grader from Rowand Machinery (Spokane, Wa) for the City of Spokane Fleet Services Department - \$281,369.95 including sales tax.

**Summary (Background)**

Using an Interlocal Agreement with Houston-Galveston Area Council of Government (HGAC)- Although all bids are competed for national purchase, all purchases will be made through local vendors. The local dealer for John Deere is Rowand Machinery. This will be a replacement for the Street Department.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 281,369.96	#	5110-71400-94000-56413
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	JAKUBCZAK, GENE	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	PWC 6/22/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	TPRINCE	
<b>For the Mayor</b>	SANDERS, THERESA	GJAKUBCZAK	
<b>Additional Approvals</b>		FLEETSERVICES	
<b>Purchasing</b>	PRINCE, THEA	TAXES & LICENSES	

**FLEET SERVICES  
MEMORANDUM**

**June 30, 2015**

**TO: PURCHASING DEPARTMENT**

**FROM: GENE JAKUBCZAK  
FLEET SERVICES DIRECTOR**

**SUBJ: PURCHASE OF MOTOR GRADER THROUGH HGACBUY CO-OP**

This is an order for one (1) John Deere motor grader as a replacement unit for the Street Department. This purchase is through the HGACBuy co-op. Rowand Machinery of Spokane will be the vendor for this purchase.

Unit 428459 RE 17412

<b>QTY</b>	<b>ITEM</b>	<b>TOTAL</b>	
1	2015 John Deere 672G motor grader		\$254,675.32
1	Ext. Warranty – 60M/2,500Hr		\$2,872.00
<b>1 ea.</b>	Operator,Parts,Repair,Test Manual		\$1,302.68
<b>Sub-total</b>			\$258,850.00
<b>Sales tax</b>	Sales tax @ 8.7%		\$22,519.95
<b>GRAND TOTAL</b>			<b>\$281,369.95</b>

cc: Shane Thornton

**BRIEFING PAPER**  
**Public Works Committee**  
**Fleet Services**  
**June 22, 2015**

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**Subject**

Purchase of one (1) road grader with options for **\$281,369.95** (tax incl.) as a replacement unit for the Street Department.

**Background**

The road grader is being purchased utilizing the HGAC Purchasing Co-op.

**Impact**

This grader will replace a unit in the Street Department's fleet that has reached the end of its economic service life.

**Action**

Recommend approval.

**Funding**

Funding is available in the Street department's 2015 replacement fund budget.

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

07/13/2015

<u>Date Rec'd</u>	6/30/2015
<u>Clerk's File #</u>	OPR 2015-0581
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4100-ITRON SOLE SOURCE PURCHASE		

Agenda Wording

Purchase of ITRON Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERTS) without public bidding on an "as needed" basis using Resolution 2012-0058 declaring ITRON a sole source and authorizing future purchases - \$300,000.00

Summary (Background)

In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB Pro-Read pads and pin boxes and interface this information with the City's Billing System. In 2001 the City Water Department began installing Itron Encoder Receiver Transmitters to replace the older Neptune Pro-Read pans and pin boxes allowing faster meter reading.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 300,000.00	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SAKAMOTO, JAMES	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/22/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting	
<u>Additional Approvals</u>		taxes & licenses	
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Automated Meter Reading Equipment and Radio Transmitter in the water industry are proprietary and vendor specific. This value blanket order will cover cost to continue the program for twelve (12) months through June 2016.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


RESOLUTION NO. 2012-0058

A resolution declaring ITRON, INC. as sole source, authorizing future purchase of ITRON Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERT'S) without public bidding and approving a value blanket order for the purchase of AMR Equipment and ERT's "as needed" at an estimated annual cost of \$300,000.00 (including tax)

WHEREAS, In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB pro read pads and pin box's, and interface this information with the City's Billing system. In 2001 the City Water Department began installing Itron Encoder Receiver Transmitters to replace the older Neptune Pro-Read pads and pin box's allowing faster meter reading. The Automated Meter Reading equipment and Radio Transmitters in the water industry are proprietary and vendor specific.

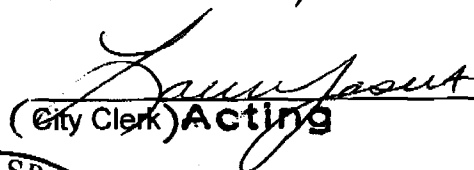
WHEREAS, radio transmitters in the water industry are proprietary and vendor specific. A majority of the radios installed by the City of Spokane to date are Itron and can only be read by Itron equipment, and

WHEREAS, the 2012 public bid limit for the purchase of goods is \$45,900; and

WHEREAS, the City desires to purchase various pieces of Automated Remote Meter reading equipment and Encoder Receiver Transmitters on an "as needed" basis for an estimated annual cost of \$300,000.00 (including tax) -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares ITRON, INC. as a sole source for the purchase of Itron Automated Remote Meter Reading equipment and Encoder Receiver Transmitters without public bidding, and approves the value blanket order for purchase of Automated Remote Meter Reading equipment and Encoder Receiver Transmitters on an "as needed" basis at an estimated annual cost of \$300,000.00 (including tax).

ADOPTED BY THE CITY COUNCIL ON June 25, 2012

  
(City Clerk) **Acting**

Approved as to form:

  
Assistant City Attorney



BRIEFING PAPER  
Public Works Committee  
Water Department  
June 22, 2015

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Subject

A resolution declaring Itron, Inc. as a sole source, authoring future purchases of Itron Automated Meter Reading (AMR) equipment and Encoder Receiver Transmitters (ERTS) without public bidding.

Background

In the early part of 1990, the City of Spokane Water Department began using the Itron Automated Meter Reading System. This system was chosen because it could read the Neptune ARB pro read pads and pin box's, and interface this information with the City's Billing system. In 2001, the City Water Department began installing Itron Encoded Receiver Transmitters to replace the older Neptune Pro-Read pads and pin box's thus allowing faster meter reading. The Automated Meter reading equipment and Radio Transmitter in the water industry are proprietary and vendor specific. This value blanket order will cover cost to continue the program for twelve months through June 30, 2015.

Impact

The Water Department is the user of the Value Blanket. The estimated annual expenditure is \$300,000 including tax.

Action

Recommend approval

Funding

Funding is from the Water & Hydroelectric 6-Year Capital Plan

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

07/13/2015

<u>Date Rec'd</u>	6/30/2015
<u>Clerk's File #</u>	OPR 2015-0582 OPR 2015-0583
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	BID #4142-15
<u>Requisition #</u>	RE #17441

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY 625-7821
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPARTMENT PURCHASE OF MISCELLANEOUS WATERWORKS

Agenda Wording

A) Low bid meeting specifications of HD SUPPLY WATERWORKS (Spokane, WA) for Item #1 Brass Fittings & Item #2 Compression Brass Fittings - \$62,548.86 including tax

Summary (Background)

On Monday, June 1, 2015 sealed bids were opened to provide the City of Spokane Water Department with Miscellaneous Waterworks Products. Responses were received from four (4) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$109,799.06

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 109,799.06	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/22/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting	
<u>Additional Approvals</u>		taxes & licenses	
<u>Purchasing</u>	WAHL, CONNIE		





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

B) Low bid meeting specifications of M&L SUPPLY (Spokane, WA) for Item #3 Type K Soft Copper Pipe and Item #4 Poly HDPE Pipe - \$47,250.22

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

Bid #4142-15			FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
I		BRASS FITTINGS	APOLLO/FORD/WATTS		APOLLO/FORD/MUELLER/SMITH COOPER		APOLLO/AY MCDONALD	
	20	VALVE, BALL 1" NPTXNPT	\$ 30.89	\$617.80	\$28.00	\$560.00	\$ 32.77	\$ 655.42
	10	BUSHING, 1-1/2" (MIP) X 1" (FIP)	\$ 13.67	\$136.70	\$15.75	\$157.50	\$ -	\$ -
	10	BUSHING, 2"(MIP) X 1" (FIP)	\$ 13.21	\$132.10	\$15.75	\$157.50	\$ -	\$ -
	10	CURB STOP, PXP (F) BALL 2"	\$ 170.22	\$1,702.20	\$157.00	\$1,570.00	\$ 158.76	\$ 1,587.58
	5	VALVE, GATE BRASS WT 1/2"	\$ 8.50	\$42.50	\$8.12	\$40.60	\$ 10.65	\$ 53.26
	5	VAVLVE, GATE BRASS WT 3/4"	\$ 10.00	\$50.00	\$9.95	\$49.75	\$ 17.35	\$ 86.75
	5	VALVE, GATE BRASS WT 1"	\$ 15.50	\$77.50	\$15.35	\$76.75	\$ 21.93	\$ 109.64
	5	VALVE, GATE BRASS WT 1-1/4"	\$ 20.00	\$100.00	\$21.58	\$107.90	\$ 51.18	\$ 255.91
	10	PLUG, BRASS TAPERED CC 1/2"	\$ 15.77	\$157.70	\$14.75	\$147.50	\$ 12.32	\$ 123.16
	40	PLUG, BRASS TAPERED CC 3/4"	\$ 7.77	\$310.80	\$6.77	\$270.80	\$ 6.07	\$ 242.72
	40	PLUG, BRASS TAPERED CC 1"	\$ 11.30	\$452.00	\$9.39	\$375.60	\$ -	\$ -
TOTAL ITEM 1				\$3,779.30		\$3,513.90		\$ 3,114.43
2		COMPRESSION BRASS FITTINGS	FORD		MUELLER		AY MCDONALD	
	100	COUPLINGS, 1" C-COMP X C-COMP 3 PIECE	\$ 14.50	\$1,450.00	\$12.85	\$1,285.00	\$ 13.84	\$ 1,384.20
	4	COUPLINGS, 1-1/2" C-COMP X C-COMP 3 PIECE	\$ 48.65	\$194.60	\$45.25	\$181.00	\$ 46.32	\$ 185.26
	80	COUPLINGS, 3/4" C-COMP X MIP	\$ 10.45	\$836.00	\$9.69	\$775.20	\$ 9.94	\$ 794.96
	15	COUPLINGS, 1-1/2" C-COMP X MIP	\$ 33.85	\$507.75	\$31.55	\$473.25	\$ 34.24	\$ 513.63
	30	COUPLINGS, 2" C-COMP X MIP	\$ 49.00	\$1,470.00	\$46.00	\$1,380.00	\$ 47.00	\$ 1,410.00
	150	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.95	\$1,642.50	\$10.37	\$1,555.50	\$ 10.44	\$ 1,566.30
	20	COUPLINGS, 1" C-COMP X FIP	\$ 14.90	\$298.00	\$14.80	\$296.00	\$ 14.18	\$ 283.58
	5	COUPLINGS, 1-1/2" C-COMP X FIP	\$ 43.25	\$216.25	\$40.35	\$201.75	\$ 41.24	\$ 206.21
	5	COUPLINGS, 2" C-COMP X FIP	\$ 51.55	\$257.75	\$48.15	\$240.75	\$ 49.10	\$ 245.48
	30	BRASS REDUCER C X C-COMP 1" X 3/4" PIGGYBACK	\$ 14.75	\$442.50	\$13.00	\$390.00	\$ 14.06	\$ 421.89
	40	CORPORATIONS, 3/4" CC X C-COMP	\$ 33.65	\$1,346.00	\$30.50	\$1,220.00	\$ 31.30	\$ 1,251.80
	40	CORPORATIONS, 1" CC X C-COMP	\$ 42.25	\$1,690.00	\$40.00	\$1,600.00	\$ 41.16	\$ 1,646.32
	60	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 33.65	\$2,019.00	\$30.50	\$1,830.00	\$ 31.30	\$ 1,877.70
	200	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 44.20	\$8,840.00	\$40.20	\$8,040.00	\$ 41.16	\$ 8,231.60
	4	CORPORATIONS, 1-1/2" MIP X C-COMP (BALL)	\$ 99.20	\$396.80	\$90.70	\$362.80	\$ 92.31	\$ 369.22
	10	CORPORATIONS, 2" MIP X C-COMP (BALL)	\$ 164.10	\$1,641.00	\$149.50	\$1,495.00	\$ 152.60	\$ 1,526.00

	170	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 69.25	\$11,772.50	\$65.00	\$11,050.00	\$ 62.84	\$ 10,683.14
	100	CURB STOPS,1" C-COMP X PIPE (F) (BALL)	\$ 62.10	\$6,210.00	\$58.30	\$5,830.00	\$ 57.78	\$ 5,777.90
	50	ELBOW, 3/4" C-COMP X MIP	\$ 11.40	\$570.00	\$10.05	\$502.50	\$ 10.88	\$ 544.20
	50	ELBOW 1" C-COMP X MIP	\$ 19.00	\$950.00	\$17.35	\$867.50	\$ 18.11	\$ 905.25
	5	ELBOW, 1-1/2" C-COMP X MIP	\$ 55.20	\$276.00	\$51.50	\$257.50	\$ 52.58	\$ 262.90
	60	ELBOW, 2" C-COMP X MIP	\$ 79.10	\$4,746.00	\$73.90	\$4,434.00	\$ 75.36	\$ 4,521.48
	50	ELBOW, 3/4" C-COMP X FIP	\$ 14.80	\$740.00	\$14.96	\$748.00	\$ 14.11	\$ 705.25
	10	ELBOW, 1" C-COMP X FIP	\$ 24.10	\$241.00	\$22.45	\$224.50	\$ 22.99	\$ 229.89
	5	ELBOW, 1-1/2" C-COMP X FIP	\$ 61.10	\$305.50	\$57.10	\$285.50	\$ 58.20	\$ 291.00
	30	ELBOW, 3/4" C-COMP X C-COMP	\$ 16.40	\$492.00	\$14.50	\$435.00	\$ 15.63	\$ 468.96
	30	ELBOW, 1" C-COMP X C-COMP	\$ 21.05	\$631.50	\$18.65	\$559.50	\$ 20.11	\$ 603.15
	5	ELBOW, 1-1/2" C-COMP X C-COMP	\$ 67.70	\$338.50	\$63.30	\$316.50	\$ 64.52	\$ 322.58
	50	ELBOW, 2" C-COMP X C-COMP	\$ 137.00	\$6,850.00	\$128.00	\$6,400.00	\$ 130.52	\$ 6,525.80
	10	TEE, C-COMP X C-COMP X IP (F) 2"X2"X1"	\$ 96.00	\$960.00	\$79.20	\$792.00	\$ 78.45	\$ 784.50
TOTAL ITEM 2				\$58,331.15		\$54,028.75		\$ 54,540.14
3		PIPE, TYPE K SOFT COPPER						
	12,000	1"	3.87	\$46,440.00	\$3.68	\$44,160.00	\$ 3.46	\$ 41,556.00
TOTAL ITEM 3				\$46,440.00		\$44,160.00		\$ 41,556.00
4		PIPE, POLY HDPE						
	2500	2"	\$ 1.12	\$2,800.00	\$1.12	\$2,800.00	\$ 1.06	\$ 2,640.00
TOTAL ITEM 4				\$2,800.00		\$2,800.00		\$ 2,640.00
TOTAL ITEMS 1-4				\$111,350.45		\$104,502.65		\$101,850.57
8.7% SALES TAX				\$9,687.49		\$9,091.73		\$ 8,861.03
GRAND TOTAL				\$121,037.94		\$113,594.38		\$ 110,711.60
CREDIT CARD		NO		NO		YES		
ADDITIONAL PURCHASES		YES		YES		YES		
DELIVERY		30 DAYS FRO		90 DAYS FRO		30 DAYS FRO		

BRIEFING PAPER  
Public Works Committee  
Water Department  
June 22, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4142-15)

**Bid 4142-15**

- (a) HD Supply Waterworks (Spokane, WA) for Items #1 Brass Fittings; #2 Compression Brass Fittings; \$62,548.86 including tax.
- (b) M & L Supply (Spokane, WA) for Item #3 Copper Pipe; #4 Poly Pipe HDPE, \$47,250.22 including tax.

Background

On Monday June 1, 2015 (Bid 4124-15) was opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$109,799.06 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	PRO 2015-0022
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4146-15
<b>Requisition #</b>	BT
<b>Submitting Dept</b>	INTEGRATED CAPITAL MGMT
<b>Contact Name/Phone</b>	MIKE TAYLOR 625-6307
<b>Contact E-Mail</b>	PMTAYLOR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4250 RPWRF PROJECTS 1 & 2 LID PARKING, LANDSCAPING & FIRE PROTECTION

**Agenda Wording**

Low Bid of Garco Construction, Inc. (Spokane WA) for RPWRF Projects 1 & 2, LID Parking, Landscaping and Fire Protection Improvements - \$1,324,000 plus tax. An administrative reserve of \$132,400 plus tax - 10% of the contract price will be set aside.

**Summary (Background)**

On June 22, 2015, bids were opened for the above project. The low bid was from Garco Construction, in the amount of \$1,324,000, which is \$387,490 or 22.64% below the Engineer's Estimate; two other bids were received as follows: IMCO General Construction - \$1,949,501; Halme Construction, Inc - \$2,351,400.

**Fiscal Impact**

**Budget Account**

Expense	\$ 1,583,106.80	#	4250-94308-94000-56501
Select	\$	#	
Select	\$	#	
Select	\$	#	

**Approvals**

**Council Notifications**

<b><u>Dept Head</u></b>	TAYLOR, MIKE	<b><u>Study Session</u></b>	PWC 6/21/15
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	pmtaylor@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	darnold@spokanecity.org	

**Additional Approvals**

<b><u>Purchasing</u></b>	WAHL, CONNIE	lhendron@spokanecity.org
		kbrooks@spokanecity.org,
		mlesesne@spokanecity.org
		jsalstrom@spokanecity.org
		traviss@garco.com

**BRIEFING PAPER**  
**Public Works Committee**  
**Wastewater Management**  
**June 22, 2015**

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**Subject**

Contract with Garco Construction, Inc., of Spokane, the low bidder, for constructing Riverside Park Water Reclamation Facility Projects 1 & 2, LID Parking, Landscaping, Fire Protection Improvements for \$1,324,000.00 plus tax.

**Background**

An Ecology grant was secured to implement Low Impact Development (LID) techniques when upgrading the RPWRF public parking area in front of the administration building. Project 1 addresses stormwater issues, enhances safety, and improves circulation for septic trucks and school buses. LID is a key strategy in the City's Integrated Plan, which was recently accepted by Ecology. LID uses materials such as permeable concrete, porous asphalt, and pavers, and a variety of products, such as those that provide direct treatment/infiltration within or adjacent to parking areas. Landscaping in accordance with the RPWRF Aesthetic Master Plan is included.

Project 2 installs fire suppression sprinklers in the wood-frame Administration Building. An uncontrolled fire in this building could disable the plant's main treatment process control system, compromising worker safety and likely causing violations of effluent limits in the NPDES Permit.

The Engineer's Estimate is \$1,711,490 (without tax) and bids were received on June 21, 2015 as follows:

IMCO Construction, Inc., of Seattle, WA	\$ 1,949,501.00
Halme Construction, Inc., of Spokane, WA	\$ 2,351,400.00
Garco Construction, Inc., of Spokane, WA	\$ 1,324,000.00

**Impact**

Implementing this project helps RPWRF comply with stormwater regulations, improves safety, reduces the risk of fire loss, and enhances treatment process reliability.

**Action**

Recommend awarding this contract to Garco Construction, Inc., the responsive, responsible low bidder.

**Funding**

Funds are available in the Wastewater Management Department budget, offset with a \$347,625 Ecology grant.



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/30/2015
<b>Clerk's File #</b>	PRO 2015-0023
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2014135
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	BT
<b>Agenda Item Name</b>	0370 LOW BID AGENDA - TO BE DETERMINED - ROWAN AVENUE REHAB PHASE		

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on July 6 ,2015 (City, ST) for Re-Bid of Rowan Avenue Rehabilitation Phase 1 (Driscoll Blvd. to Alberta Street) - \$ \_\_\_\_\_ plus tax. An administrative reserve of \$ \_\_\_\_\_ plus tax, which

**Summary (Background)**

All information will be provided prior to the July 13, 2015 meeting. On July 6, 2015 bids were opened for the above project. The Engineers Estimate for this project is \$2,737,453.00. The low bid was from (to be determined at bid opening in the amount of \$ \_\_\_\_\_, which is \$ \_\_\_\_\_ or \_\_\_\_\_% over/under the Engineer's Estimate. \_\_\_\_\_ other bids were received as follows:

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 2,427,175.30	#	3200 49125 95300 56501 99999
Expense	\$ 634,833.00	#	4250 42300 94000 56501 04100
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	Public Works 6/22/15
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	kbustos@spokanecity.org	
<b>Additional Approvals</b>		jsalstrom@spokanecity.org	
<b>Purchasing</b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

is 10% of the contract price plus tax, will be set aside. (Northwest Neighborhood Council)

**Summary (Background)**

**Fiscal Impact**

Select     \$

Select     \$

**Budget Account**

#

#

**Distribution List**




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

**Project Number:** 2014135  
**Project Description** Rowan Avenue Rehabilitation Phase 1 **Original Date** 4/15/2015 1:43:23 PM  
**Funding Source** Local **Update Date** 5/26/2015 3:44:40 PM  
**Preparer** Dan Buller **Addendum**

**Project Number:** 2014135

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
<b>Schedule 01</b>		Public Street Improvement		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00
103	POTHOLING	5 EA	300.00	1,500.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	8,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00
107	MOBILIZATION	1 LS	*****	141,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	50,000.00
109	SPECIAL SIGNS	375 SF	12.00	4,500.00
110	TYPE III BARRICADE	33 EA	50.00	1,650.00
111	CLEARING AND GRUBBING	1 LS	*****	5,000.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	4,000.00
113	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00
114	REMOVE EXISTING CURB	3005 LF	3.00	9,015.00
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1345 SY	6.00	8,070.00
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	23 EA	425.00	9,775.00
117	SAWCUTTING CURB / GRATE INLET	1 EA	300.00	300.00
118	SAWCUTTING CURB	134 EA	25.00	3,350.00
119	SAW CUTTING RIGID PAVEMENT	2800 LFI	1.50	4,200.00
120	SAWCUTTING FLEXIBLE PAVEMENT	6590 LFI	0.35	2,306.50
121	ROADWAY EXCAVATION INCLUDE. HAUL	10500 CY	11.00	115,500.00
122	ROADWAY EXCAVATION INCLUDE. HAUL-SWALE	11450 CY	10.00	114,500.00
123	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	12.00	6,000.00
124	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	14.00	7,000.00
125	PREPARATION OF UNTREATED ROADWAY	22820 SY	1.30	29,666.00
126	CRUSHED SURFACING TOP COURSE	1320 CY	32.00	42,240.00
127	CRUSHED SURFACING BASE COURSE	3280 CY	31.00	101,680.00
128	CSTC FOR SIDEWALK AND DRIVEWAYS	190 CY	34.00	6,460.00
129	HMA CL 1/2 IN. PG 70-28, 7 IN. THICK	23610 SY	28.00	661,080.00
130	HMA FOR PAVEMENT REPAIR CL 1/2 IN. PG 64-28, 3 INCH THICK	185 SY	19.00	3,515.00

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01		Public Street Improvement		
131	HMA FOR PAVEMENT REPAIR CL 1/2 IN. PG 64-28, 6 INCH THICK	30 SY	26.00	780.00
132	HMA FOR TRANSITION, CL.1/2 INC. PG 64-28, 2 INCH THICK	25 SY	18.00	450.00
133	PAVEMENT REPAIR EXCAVATION INCLUDE HAUL	240 SY	15.00	3,600.00
134	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00
135	COMPACTION PRICE ADJUSTMENT	1 EST	13,222.00	13,222.00
136	CEMENT CONCRETE CURB WALL	340 LF	35.00	11,900.00
137	DUCTILE IRON STORM SEWER PIPE 10 IN. DIAM., INCLUDE. STRUCTURAL EXCAVATION CLASS B	203 LF	45.00	9,135.00
138	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCLUDE. STRUCTURAL EXCAVATION CLASS B	314 LF	70.00	21,980.00
139	MANHOLE TYPE I-48, BASIC PRICE (SHALLOW W/FLAT TOP SLAB)	3 EA	2,500.00	7,500.00
140	MANHOLE TYPE I-48, BASIC PRICE (DOG HOUSE)	2 EA	4,500.00	9,000.00
141	DRYWELL TYPE 2	11 EA	3,500.00	38,500.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	45 EA	400.00	18,000.00
143	CATCH BASIN TYPE 1	18 EA	1,900.00	34,200.00
144	CATCH BASIN TYPE 3	3 EA	2,100.00	6,300.00
145	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	6 EA	600.00	3,600.00
146	RETROFIT SURFACE INLET CATCH BASIN WITH DUAL VANED GATE	1 EA	600.00	600.00
147	REPLACE EXISTING BRICK CONE WITH PRECAST CONCRETE CONE	29 EA	400.00	11,600.00
148	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	31 EA	600.00	18,600.00
149	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	2 EA	500.00	1,000.00
150	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	18 EA	250.00	4,500.00
151	CONNECT 8 IN. DIAMETER SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00
152	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	200.00	6,000.00
153	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	15.00	1,500.00
154	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	20.00	2,000.00
155	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00
156	CATCH BASIN SEWER PIPE 8 IN. DIAM.	460 LF	35.00	16,100.00
157	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	637 LF	40.00	25,480.00
158	PLUGGING EXISTING PIPE	10 EA	100.00	1,000.00
159	REMOVAL OF EXISTING SEWER PIPE	1990 LF	5.00	9,950.00
160	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00
161	ESC LEAD	1 LS	*****	1,500.00
162	INLET PROTECTION	20 EA	80.00	1,600.00
163	STABILIZED CONSTRUCTION ENTRANCE	300 SY	20.00	6,000.00
164	STREET CLEANING	20 HR	100.00	2,000.00

**Project Number: 2014135**

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>		Public Street Improvement		
165	SILT FENCE	951 LF	4.50	4,279.50
166	MATERIAL ON HAND, EROSION & SEDIMENT CONTROL	1 LS	*****	2,000.00
167	TOPSOIL TYPE A, 2 INCH THICK	4950 SY	4.00	19,800.00
168	BARK OR WOOD CHIP MULCH	35 CY	50.00	1,750.00
169	SEEDING, FERTILIZING AND MULCHING	10900 SY	3.50	38,150.00
170	SOD INSTALLATION	550 SY	7.50	4,125.00
171	PSIPE 2 INCH CALIPER SHADE TREE	79 EA	310.00	24,490.00
172	PSIPE 8-FT. HEIGHT CONIFER TREE	6 EA	360.00	2,160.00
173	PSIPE 5 GAL. SHRUB	4 EA	55.00	220.00
174	CEMENT CONCRETE MOW STRIP	1034 LF	4.50	4,653.00
175	TOPSOIL FOR BIO-INFILTRATION SWALES, TYPE A, 12 INCH THICK INCLUDE SWALE ESTABLISHMENT	3050 SY	15.00	45,750.00
176	CONSTRUCT BIO-INFILTRATION SWALE	7440 SY	3.00	22,320.00
177	CONCRETE OUTLET PAD	36 SY	80.00	2,880.00
178	IRRIGATION SYSTEM SWALES	1 LS	*****	120,000.00
179	IRRIGATION SYSTEM PLANTING STRIP	1 LS	*****	30,000.00
180	SWALE IRRIGATION CONTROLLER ELECTRICAL SERVICE	1 EST	1,800.00	1,800.00
181	4-IN. PVC IRRIGATION SLEEVE	640 LF	6.00	3,840.00
182	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,000.00
183	CEMENT CONCRETE CURB	874 LF	14.00	12,236.00
184	CEMENT CONC. CURB AND GUTTER	2144 LF	11.00	23,584.00
185	CEMENT CONCRETE DRIVEWAY	325 SY	40.00	13,000.00
186	CEMENT CONCRETE DRIVEWAY TRANSITION	105 SY	45.00	4,725.00
187	MONUMENT FRAME AND COVER	3 EA	400.00	1,200.00
188	CEMENT CONCRETE SIDEWALK	2630 SY	35.00	92,050.00
189	INTEGRAL CONCRETE CURB & SIDEWALK	148 SY	38.00	5,624.00
190	RAMP DETECTABLE WARNING	456 SF	22.00	10,032.00
191	INTERLOCKING PERMEABLE CONCRETE PAVERS	140 SY	110.00	15,400.00
192	SIGNING, PERMANENT	1 LS	*****	12,000.00
193	PAVEMENT MARKING - DURABLE HEAT APPLIED	600 SF	8.00	4,800.00
194	PAVEMENT MARKINGS - DURABLE INLAY TAPE	4900 SF	7.50	36,750.00
195	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	8 EA	150.00	1,200.00
<i>Schedule Totals</i>				2,206,523.00

**Project Number: 2014135**

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 02</i>		Not Public Street Improvement		
201	DI PIPE FOR WATER MAIN 6 IN. DIAM.	570 LF	42.00	23,940.00
202	DI PIPE FOR WATER MAIN 8 IN. DIAM.	310 LF	50.00	15,500.00
203	DI PIPE FOR WATER MAIN 12 IN DIAM.	4820 LF	65.00	313,300.00
204	TRENCH SAFETY SYSTEM	1 LS	* * * * *	1,000.00
205	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	500 CY	15.00	7,500.00
206	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	500 CY	20.00	10,000.00
207	REMOVAL OF EXISTING 6 IN. TO 12 IN. DIAM. WATER MAIN.	6000 LF	4.00	24,000.00
208	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * *	2,000.00
209	GATE VALVE 6 IN.	14 EA	1,100.00	15,400.00
210	GATE VALVE 8 IN.	5 EA	1,400.00	7,000.00
211	GATE VALVE 12 IN.	16 EA	2,400.00	38,400.00
212	RECONNECT EXISTING HYDRANT	10 EA	1,500.00	15,000.00
213	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	1 EA	1,700.00	1,700.00
214	TRENCH EXCAVATION FOR WATER SERVICE TAP	1000 CY	15.00	15,000.00
215	REMOVE AND REPLACE CURB SECTION FOR WATER SERVICE	12 EA	120.00	1,440.00
216	REMOVE AND REPLACE SIDEWALK SECTION FOR WATER SERVICE	2 EA	300.00	600.00
217	REMOVE AND REPLACE INTEGRAL CURB AND SIDEWALK SECTION FOR WATER SERVICE	35 EA	420.00	14,700.00
218	2-IN. WATER TAP APPLICATION FEE	2 EA	1,045.00	2,090.00
219	1-IN WATER TAP APPLICATION FEE	6 EA	995.00	5,970.00
220	2-IN. IRRIGATION WATER TAP INSTALLATION FEE	2 EA	2,840.00	5,680.00
221	1-IN. IRRIGATION WATER TAP INSTALLATION FEE	6 EA	1,675.00	10,050.00
222	TOPSOIL TYPE A, 2 INCH THICK	60 SY	3.50	210.00
223	SOD INSTALLATION	60 SY	7.50	450.00
<i>Schedule Totals</i>				530,930.00

*Project Number*      *2014135*      *Rowan Avenue Rehabilitation Phase 1*

***SCHEDULE SUMMARY***

	<i><b>Sched 1</b></i>	<i><b>Sched 2</b></i>	<i><b>Sched 3</b></i>	<i><b>Sched 4</b></i>	<i><b>Sched 5</b></i>	<i><b>Sched 6</b></i>	<i><b>Sched 7</b></i>	<i><b>Sched 8</b></i>	<i><b>Total</b></i>
<i><b>Engineer's Est</b></i>	2,206,523.00	530,930.00	0.00	0.00	0.00	0.00	0.00	0.00	2,737,453.00



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/30/2015
<b>Clerk's File #</b>	PRO 2015-0024
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2015083
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	BT
<b>Agenda Item Name</b>	0370 LOW BID AGENDA - TO BE DETERMINED - WALL STREET COMBINED		

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on July 6, 2015) (City, ST) for Wall Street Combined Sewer Main - \$ \_\_\_\_\_ plus tax. An administrative reserve of \$ \_\_\_\_\_ plus tax, which is 10% of the contract price plus tax, will

**Summary (Background)**

All information will be provided prior to the July 13, 2015 meeting. On July 6, 2015 bids were opened for the above project. The Engineer's Estimate for this project is \$1,088,677.28 The low bid was from (to be determined at bid opening) in the amount of \$ \_\_\_\_\_, which is \$ \_\_\_\_\_ or \_\_\_\_\_ % over/under the Engineer's Estimate. \_\_\_\_\_ other bids were received as follows:

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 1,197,545.01	#	4250 43416 94000 59403 10026
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	Public Works 6/22/15
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	kbustos@spokanecity.org	
<b>Additional Approvals</b>		jsalstrom@spokanecity.org	
<b>Purchasing</b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

be set aside. (Riverside Neighborhood Council)

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# City Of Spokane

## Engineering Services Department

### \* \* \* Engineer's Final Estimate \* \* \*

**Project Number:** 2015083

**Project Description** Wall Street CSO-Main Street to

**Original Date** 6/10/2015 10:38:34 AM

**Funding Source** Spokane Falls Boulevard

**Update Date**

6/10/2015 10:40:07 AM

**Preparer** Rashel Richard

**Addendum**

**Project Number:** 2015083

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01				
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,705.00
103	PROTECTION OF STRUCTURAL SIDEWALKS POST CONSTRUCTION	155 LF	88.00	13,640.00
104	POTHOLING	5 EA	440.00	2,200.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	15,488.00
106	MOBILIZATION	1 LS	*****	50,380.00
107	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	22,220.00
108	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	440.00	1,320.00
109	ROADWAY EXCAVATION INCLUDING HAUL (PAVERS)	1 LS	*****	34,320.00
110	PREPARATION OF UNTREATED ROADWAY	2335 SY	2.97	6,934.95
111	CRUSHED SURFACING TOP COURSE	259 CY	55.00	14,245.00
112	HMA CL 1/2 IN PG 70-28, 3 INCH THICK	2335 SY	22.00	51,370.00
113	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CALC	-1.00	-1.00
114	COMPACTION PRICE ADJUSTMENT	1 CALC	1,023.00	1,023.00
115	CLEAN WATER DRAIN PIPE 24 IN. DIAM.	420 LF	88.00	36,960.00
116	STORM SEWER PIPE 8 IN. DIAM. INCLUDE. STRUCTURAL EXCAVATION CLASS B	245 LF	77.00	18,865.00
117	MANHOLE TYPE I-48, BASIN PRICE	8 EA	3,258.00	26,064.00
118	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1	30 VF	165.00	4,950.00
119	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	682.00	4,092.00
120	CATCH BASIN TYPE 1	3 EA	2,200.00	6,600.00
121	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	8 EA	660.00	5,280.00
122	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	1 EA	594.00	594.00
123	CONNECT 12 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL OR MANHOLE	1 EA	638.00	638.00
124	RECONSTRUCT MANHOLE INVERT	1 EA	1,133.00	1,133.00
125	MANHOLE TEST	8 EA	605.00	4,840.00
126	CLEAN EXISTING DRAINAGE STRUCTURE	1 EA	296.00	296.00
127	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1000 CY	108.00	108,000.00
128	TRENCH DEWATERING	1 LS	*****	20,125.00



**Project Number: 2015083**

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>		<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>			
<i>Schedule 01</i>					
129	CDF TRENCH BACKFILL	1100	CY	102.00	112,200.00
130	GRAVEL BORROW TRENCH BACKFILL	1470	CY	50.00	73,500.00
131	DISPOSAL OF CONTAMINATED MATERIAL INCLUDE. HAUL	142	CY	82.00	11,644.00
132	SHORING	1	LS	*****	42,323.00
133	TRENCH SAFETY SYSTEM	1	LS	*****	11,000.00
134	CLEAN WATER DRAIN CONNECTION CLEANING AND VIDEO INSPECTION	7	EA	521.00	3,647.00
135	RECONNECT CLEAN WATER DRAIN CONNECTIONS	7	EA	2,003.00	14,021.00
136	PLUGGING EXISTING PIPE	1	EA	791.00	791.00
137	TEMPORARY ADJACENT UTILITY SUPPORT	1	LS	*****	108,900.00
138	ENCASE WATER/SEWER AT CROSSINGS	1	EA	889.00	889.00
139	MAINTENANCE AND CONNECTION OF EXISTING SEWER AND CLEAN WATER DRAIN FLOWS	1	LS	*****	78,320.00
140	CLEANING EXISTING SANITARY SEWER AND CLEAN WATER DRAIN	1	LS	*****	2,640.00
141	COMBINED SEWER PIPE 12 IN DIAM. INCLUDE. STRUCTURAL EXCAVATION CLASS B	420	LF	201.00	84,420.00
142	EROSION/WATER POLLUTION CONTROL	1	LS	*****	31,680.00
143	TEMPORARY CHAIN LINK FENCE	835	LF	15.00	12,525.00
144	PROTECT SIGNAL CONDUIT AND CABLE	1	LS	*****	11,000.00
145	PAVEMENT MARKING	651	SF	10.00	6,510.00
146	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	29,384.33
<i>Schedule Totals</i>					1,088,677.28

***SCHEDULE SUMMARY***

	<i><b>Sched 1</b></i>	<i><b>Sched 2</b></i>	<i><b>Sched 3</b></i>	<i><b>Sched 4</b></i>	<i><b>Sched 5</b></i>	<i><b>Sched 6</b></i>	<i><b>Sched 7</b></i>	<i><b>Sched 8</b></i>	<i><b>Total</b></i>
<i><b>Engineer's Est</b></i>	1,088,677.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,088,677.28

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

07/13/2015

<u>Date Rec'd</u>	6/30/2015
<u>Clerk's File #</u>	PRO 2015-0025
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2012115
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15726
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - MURPHY BROTHERS, INC.		

Agenda Wording

Low Bid of Murphy Brothers, Inc. (Spokane, WA) for Monroe Street/Lincoln Street Couplet 8th Avenue to 2nd Avenue - \$5,590,580.40 plus tax. An administrative reserve of \$559,058.04 plus tax, which is 10% of the contract price plus tax, will be set

Summary (Background)

On June 29, 2015 bids were opened for the above project. The low bid was from Murphy Brothers, Inc. in the amount of \$5,590,580.40, which is \$4,633.95 or .14% over the Engineer's Estimate; three other bids were received as follows: T. LaRiviere Equipment & Excavation, Inc. - \$5,711,878.00; Halme Construction, Inc. - \$5,836,817.80; and Cameron-Reilly LLC - \$6,008,997.91.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 3,949,223.18	#	3200 95059 95300 56501 86007
Expense	\$ 484,863.19	#	4250 42300 94000 56501 99999
Expense	\$ 1,015,578.68	#	4250 42300 94000 56501 99999
Expense	\$ 14,263.16	#	4250 42300 94000 56501 99999
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 6/22/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

aside. (Cliff/Cannon Neighborhood Council)

Summary (Background)

Fiscal Impact

Expense     \$ 738,321.84

Select       \$

Budget Account

# 4250 42300 94000 56501 04100

#

Distribution List


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

**Project Number:** 2012115

**Project Description** Monroe Street/Lincoln Street Couplet, 8th Ave. to 2nd Ave.

**Funding Source** Federal

**Preparer** Steve Hansen

**Original Date** 11/12/2014 1:49:19 PM

**Update Date** 6/29/2015 3:09:45 PM

**Addendum**

<b>Project Number: 2012115</b>			<b>Engineer's Estimate</b>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Schedule 01** State Sales Tax Rule 171

**Tax Classification**

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	1,500.00	*****	1,500.00	*****	800.00
103	POTHOLING	20 EA	300.00	6,000.00	300.00	6,000.00	225.00	4,500.00	500.00	10,000.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	15,000.00	*****	35,000.00	*****	1,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	525.00	1,575.00	1,000.00	3,000.00	500.00	1,500.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,625.00	*****	3,000.00	*****	2,500.00
107	MOBILIZATION	1 LS	*****	420,000.00	*****	425,000.00	*****	185,000.00	*****	580,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	130,000.00	*****	275,000.00	*****	520,000.00	*****	86,000.00
109	SPECIAL SIGNS	390 SF	20.00	7,800.00	10.00	3,900.00	25.00	9,750.00	9.50	3,705.00
110	TYPE III BARRICADE	30 EA	75.00	2,250.00	25.00	750.00	100.00	3,000.00	21.00	630.00
111	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	25,000.00	*****	25,000.00	*****	25,000.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	7,500.00	*****	2,500.00	*****	750.00
113	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	3,000.00	*****	15,000.00	*****	4,350.00
114	REMOVE EXISTING CURB	8550 LF	6.00	51,300.00	7.00	59,850.00	9.00	76,950.00	3.40	29,070.00

<b>Project Number: 2012115</b>			<b>Engineer's Estimate</b>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> State Sales Tax Rule 171					Public Street Improvement					
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4390 SY	7.00	30,730.00	10.00	43,900.00	11.00	48,290.00	7.15	31,388.50
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	33 EA	400.00	13,200.00	400.00	13,200.00	400.00	13,200.00	270.00	8,910.00
117	REMOVE EXISTING 8 IN. STORM OR SANITARY PIPE	890 LF	4.00	3,560.00	7.50	6,675.00	4.00	3,560.00	5.80	5,162.00
118	SAWCUTTING CURB	104 EA	30.00	3,120.00	22.00	2,288.00	50.00	5,200.00	21.00	2,184.00
119	SAWCUTTING RIGID PAVEMENT	5570 LFI	1.20	6,684.00	0.95	5,291.50	2.00	11,140.00	1.00	5,570.00
120	SAWCUTTING FLEXIBLE PAVEMENT	15920 LFI	0.30	4,776.00	0.30	4,776.00	1.00	15,920.00	0.30	4,776.00
121	REMOVE EXISTING GUARDRAIL	38 LF	5.00	190.00	17.00	646.00	25.00	950.00	7.40	281.20
122	REMOVE AND DISPOSE OF TROLLEY RAILS	280 LF	7.50	2,100.00	5.00	1,400.00	50.00	14,000.00	13.40	3,752.00
123	REMOVE EXISTING FENCE	370 LF	10.00	3,700.00	3.25	1,202.50	9.00	3,330.00	8.85	3,274.50
124	ROADWAY EXCAVATION INCL. HAUL	10600 CY	11.50	121,900.00	16.00	169,600.00	11.00	116,600.00	14.00	148,400.00
125	ROADWAY EXCAVATION INCL. HAUL - BIORETENTION SWALE	5652 CY	12.00	67,824.00	11.00	62,172.00	12.00	67,824.00	10.00	56,520.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	18.00	1,800.00	20.00	2,000.00	9.00	900.00	15.65	1,565.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	300 CY	20.00	6,000.00	26.00	7,800.00	16.00	4,800.00	13.10	3,930.00
128	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY EXCAVATION	200 CY	85.00	17,000.00	65.00	13,000.00	55.00	11,000.00	56.00	11,200.00
129	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - BIORETENTION SWALE	611 CY	85.00	51,935.00	65.00	39,715.00	55.00	33,605.00	56.00	34,216.00
130	PREPARATION OF UNTREATED ROADWAY	19420 SY	2.50	48,550.00	1.00	19,420.00	1.45	28,159.00	1.00	19,420.00
131	SITE GRADING - BIORETENTION SWALE	5500 SY	20.00	110,000.00	1.25	6,875.00	11.00	60,500.00	4.75	26,125.00
132	CONTROLLED DENSITY FILL	4 CY	95.00	380.00	175.00	700.00	125.00	500.00	115.00	460.00

<i>Project Number:</i> <b>2012115</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
133	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	2480 SY	2.00	4,960.00	1.65	4,092.00	3.00	7,440.00	1.85	4,588.00
134	CRUSHED SURFACING TOP COURSE	1570 CY	30.00	47,100.00	35.00	54,950.00	38.00	59,660.00	35.00	54,950.00
135	CRUSHED SURFACING BASE COURSE	3005 CY	25.00	75,125.00	35.00	105,175.00	33.00	99,165.00	31.00	93,155.00
136	CSTC FOR SIDEWALK AND DRIVEWAYS	460 CY	35.00	16,100.00	35.00	16,100.00	50.00	23,000.00	65.00	29,900.00
137	2 IN. - 4 IN. BASALT BALLAST	3435 SY	10.00	34,350.00	2.50	8,587.50	14.00	48,090.00	14.40	49,464.00
138	4 IN. - 6 IN. BASALT BALLAST	140 SY	10.00	1,400.00	3.00	420.00	30.00	4,200.00	14.50	2,030.00
139	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	965 SY	9.00	8,685.00	10.00	9,650.00	9.00	8,685.00	9.00	8,685.00
140	HMA CL. 1/2 IN. PG 64-28, 5 INCH THICK	1210 SY	23.00	27,830.00	21.50	26,015.00	24.00	29,040.00	23.00	27,830.00
141	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	850 SY	23.00	19,550.00	22.75	19,337.50	23.00	19,550.00	22.50	19,125.00
142	HMA CL. 1/2 IN. PG 70-28, 8 INCH THICK	17360 SY	36.00	624,960.00	34.25	594,580.00	31.00	538,160.00	30.90	536,424.00
143	HMA FOR APPROACH CL. 1/2 IN. PG 64-28	10 TO	400.00	4,000.00	130.00	1,300.00	215.00	2,150.00	206.00	2,060.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	60 SY	40.00	2,400.00	26.00	1,560.00	26.00	1,560.00	25.00	1,500.00
145	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	50 SY	45.00	2,250.00	22.00	1,100.00	28.00	1,400.00	26.00	1,300.00
146	CRACK SEALING	700 LF	0.70	490.00	2.00	1,400.00	2.00	1,400.00	2.00	1,400.00
147	SOIL RESIDUAL HERBICIDE	19420 SY	0.15	2,913.00	0.20	3,884.00	0.15	2,913.00	0.15	2,913.00
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	60 SY	15.00	900.00	35.00	2,100.00	25.00	1,500.00	34.00	2,040.00
149	PLANING BITUMINOUS PAVEMENT	965 SY	4.50	4,342.50	7.00	6,755.00	5.00	4,825.00	2.50	2,412.50
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
151	COMPACTION PRICE ADJUSTMENT	13660 EST	1.00	13,660.00	1.00	13,660.00	1.00	13,660.00	1.00	13,660.00

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152	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	1035 CY	120.00	124,200.00	135.00	139,725.00	130.00	134,550.00	131.00	135,585.00
153	CEMENT CONC. PAVEMENT, 10 IN. THICK	3725 SY	50.00	186,250.00	38.00	141,550.00	56.00	208,600.00	45.00	167,625.00
154	PORTLAND CEMENT CONCRETE COMPLIANCE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
155	CEMENT CONCRETE CURB WALL	200 LF	40.00	8,000.00	42.00	8,400.00	55.00	11,000.00	52.00	10,400.00
156	GRAVEL BACKFILL FOR WALL	11 CY	30.00	330.00	35.00	385.00	125.00	1,375.00	66.00	726.00
157	CLEANING AND PAINTING - MONROE ST ON-RAMP	1 LS	*****	20,000.00	*****	20,000.00	*****	10,000.00	*****	36,500.00
158	DRAIN PIPE 8 IN. DIAM.	40 LF	20.00	800.00	30.00	1,200.00	65.00	2,600.00	67.50	2,700.00
159	UNDERDRAIN PIPE 4 IN. DIAM.	450 LF	25.00	11,250.00	28.00	12,600.00	28.00	12,600.00	17.75	7,987.50
160	UNDERDRAIN PIPE - BIORETENTION SWALE	1 LS	*****	12,000.00	*****	18,500.00	*****	15,000.00	*****	27,500.00
161	GRAVEL BACKFILL FOR DRAIN	36 TO	50.00	1,800.00	25.00	900.00	100.00	3,600.00	40.00	1,440.00
162	GRAVEL BACKFILL FOR DRAIN - BIORETENTION SWALE	300 TO	75.00	22,500.00	30.00	9,000.00	35.00	10,500.00	40.00	12,000.00
163	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	213 LF	30.00	6,390.00	32.00	6,816.00	42.00	8,946.00	46.00	9,798.00
164	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	3350 LF	35.00	117,250.00	42.00	140,700.00	58.00	194,300.00	50.00	167,500.00
165	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	770 LF	40.00	30,800.00	46.00	35,420.00	70.00	53,900.00	55.00	42,350.00
166	STORM SEWER CASING 24 IN. DIAM	41 LF	150.00	6,150.00	250.00	10,250.00	50.00	2,050.00	90.50	3,710.50
167	MANHOLE TYPE I-48, BASIC PRICE	31 EA	2,500.00	77,500.00	2,400.00	74,400.00	1,900.00	58,900.00	3,000.00	93,000.00
168	MANHOLE TYPE II-54, BASIC PRICE	3 EA	2,500.00	7,500.00	2,800.00	8,400.00	7,000.00	21,000.00	6,000.00	18,000.00



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169	MANHOLE ADDITIONAL HEIGHT TYPE II-54	4 VF	150.00	600.00	90.00	360.00	25.00	100.00	270.00	1,080.00
170	DRYWELL TYPE 2, MODIFIED	3 EA	3,500.00	10,500.00	5,800.00	17,400.00	3,000.00	9,000.00	5,600.00	16,800.00
171	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	2 EA	400.00	800.00	300.00	600.00	250.00	500.00	210.00	420.00
172	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	2 EA	400.00	800.00	300.00	600.00	250.00	500.00	210.00	420.00
173	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	400.00	2,400.00	425.00	2,550.00	480.00	2,880.00	525.00	3,150.00
174	CATCH BASIN TYPE 1	19 EA	2,000.00	38,000.00	2,300.00	43,700.00	1,750.00	33,250.00	2,200.00	41,800.00
175	CATCH BASIN TYPE 2	2 EA	2,300.00	4,600.00	2,400.00	4,800.00	1,800.00	3,600.00	2,200.00	4,400.00
176	CATCH BASIN TYPE 3	5 EA	2,600.00	13,000.00	2,500.00	12,500.00	2,100.00	10,500.00	2,200.00	11,000.00
177	GRATE INLET TYPE 3	5 EA	1,200.00	6,000.00	1,300.00	6,500.00	1,500.00	7,500.00	1,620.00	8,100.00
178	WSDOT GRATE INLET TYPE 2	3 EA	2,200.00	6,600.00	2,500.00	7,500.00	2,000.00	6,000.00	2,200.00	6,600.00
179	WSDOT GRATE A FRAME AND COVER	3 EA	500.00	1,500.00	1,050.00	3,150.00	600.00	1,800.00	1,300.00	3,900.00
180	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	18 EA	500.00	9,000.00	750.00	13,500.00	450.00	8,100.00	570.00	10,260.00
181	VALVE BOX AND COVER	3 EA	400.00	1,200.00	475.00	1,425.00	650.00	1,950.00	300.00	900.00
182	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	300.00	600.00	525.00	1,050.00	225.00	450.00	425.00	850.00
183	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	350.00	700.00	525.00	1,050.00	1,100.00	2,200.00	365.00	730.00
184	EXTERIOR DROP CONNECTION 8 IN. DIAM.	1 EA	4,000.00	4,000.00	7,500.00	7,500.00	4,500.00	4,500.00	2,025.00	2,025.00
185	FRENCH DRAIN (LINCOLN ST)	160 LF	30.00	4,800.00	42.00	6,720.00	48.00	7,680.00	26.30	4,208.00

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186	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	300.00	4,200.00	300.00	4,200.00	225.00	3,150.00	110.00	1,540.00
187	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1200 CY	80.00	96,000.00	65.00	78,000.00	65.00	78,000.00	56.00	67,200.00
188	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL - TRENCHES	500 CY	18.00	9,000.00	12.00	6,000.00	9.00	4,500.00	15.70	7,850.00
189	REPLACE UNSUITABLE FOUNDATION MATERIAL - TRENCHES	500 CY	25.00	12,500.00	30.00	15,000.00	18.00	9,000.00	13.10	6,550.00
190	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	2,700.00	*****	2,500.00	*****	400.00
191	CATCH BASIN SEWER PIPE 8 IN. DIAM.	320 LF	25.00	8,000.00	30.00	9,600.00	42.00	13,440.00	52.50	16,800.00
192	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	640 LF	35.00	22,400.00	50.00	32,000.00	48.00	30,720.00	39.00	24,960.00
193	PLUGGING EXISTING PIPE	2 EA	80.00	160.00	225.00	450.00	175.00	350.00	120.00	240.00
194	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	1,600.00	*****	15,000.00	*****	2,400.00
195	CLEANING EXISTING SANITARY SEWER	28 EA	350.00	9,800.00	275.00	7,700.00	350.00	9,800.00	330.00	9,240.00
196	TRENCH EXCAVATION FOR WATER SERVICE TAP	60 CY	20.00	1,200.00	15.00	900.00	12.00	720.00	35.00	2,100.00
197	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	7 EA	3,603.85	25,226.95	3,900.00	27,300.00	2,500.00	17,500.00	3,770.00	26,390.00
198	ESC LEAD	1 LS	*****	1,000.00	*****	5,000.00	*****	1,000.00	*****	1,705.00
199	INLET PROTECTION	66 EA	80.00	5,280.00	75.00	4,950.00	90.00	5,940.00	62.00	4,092.00
200	STREET CLEANING	75 HR	50.00	3,750.00	225.00	16,875.00	185.00	13,875.00	245.00	18,375.00
201	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	2,000.00	*****	1,000.00	*****	12,000.00	*****	0.05
202	SWALE PRE-SEEDING	2570 SY	1.00	2,570.00	1.15	2,955.50	2.00	5,140.00	4.00	10,280.00
203	TOPSOIL TYPE A, 2 INCH THICK	1800 SY	4.00	7,200.00	5.00	9,000.00	5.00	9,000.00	2.30	4,140.00

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204	TOPSOIL TYPE A, 12 INCH THICK	966 SY	26.00	25,116.00	12.00	11,592.00	12.00	11,592.00	14.00	13,524.00
205	PSIPE 1.5 IN. CALIPER MULTI TRUNK TREE	5 EA	400.00	2,000.00	425.00	2,125.00	410.00	2,050.00	250.00	1,250.00
206	PSIPE 2 IN. CALIPER SHADE TREE	56 EA	375.00	21,000.00	425.00	23,800.00	410.00	22,960.00	260.00	14,560.00
207	PSIPE 8-10' HIGH CONIFER TREE	6 EA	350.00	2,100.00	350.00	2,100.00	360.00	2,160.00	280.00	1,680.00
208	PSIPE 3 GALLON SHRUB	198 EA	65.00	12,870.00	50.00	9,900.00	50.00	9,900.00	32.00	6,336.00
209	PSIPE 1 GALLON SHRUB	8470 EA	20.00	169,400.00	13.00	110,110.00	13.00	110,110.00	9.95	84,276.50
210	PSIPE 4 IN. POTTED PLANT	1104 EA	15.00	16,560.00	5.25	5,796.00	7.00	7,728.00	6.60	7,286.40
211	LANDSCAPE BOULDER, 3' DIAM.	183 EA	90.00	16,470.00	100.00	18,300.00	100.00	18,300.00	78.50	14,365.50
212	BARK OR WOOD CHIP MULCH, 3 IN. DEEP	205 CY	75.00	15,375.00	55.00	11,275.00	54.00	11,070.00	58.00	11,890.00
213	SHREDDED WOOD MULCH, 3 IN. DEEP	67 CY	30.00	2,010.00	55.00	3,685.00	55.00	3,685.00	68.00	4,556.00
214	HYDROSEEDING	100 SY	6.00	600.00	11.00	1,100.00	10.00	1,000.00	1.05	105.00
215	SOD INSTALLATION	1800 SY	9.00	16,200.00	6.25	11,250.00	7.00	12,600.00	5.23	9,414.00
216	TREE GRATE ASSEMBLY	9 EA	2,500.00	22,500.00	1,050.00	9,450.00	800.00	7,200.00	1,070.00	9,630.00
217	LANDSCAPE AND IRRIGATION REPAIR NORTH OF I-90	1 LS	*****	5,500.00	*****	5,250.00	*****	8,000.00	*****	7,850.00
218	CEMENT CONCRETE MOW STRIP	1250 LF	10.00	12,500.00	12.75	15,937.50	13.00	16,250.00	12.60	15,750.00
219	TOPSOIL FOR BIO-FILTRATION SWALES, 18 INCH THICK INCL. SE	3200	20.00	64,000.00	19.00	60,800.00	20.00	64,000.00	20.00	64,000.00
220	CONSTRUCT BIORETENTION CLAY LINER	2250 SY	18.00	40,500.00	11.00	24,750.00	13.00	29,250.00	12.00	27,000.00
221	FLEXIBLE POROUS PAVEMENT	450 SY	55.00	24,750.00	35.00	15,750.00	34.00	15,300.00	59.35	26,707.50
222	IRRIGATION SYSTEM - LINCOLN AND MONROE	1 LS	*****	70,000.00	*****	30,000.00	*****	30,000.00	*****	19,500.00

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223	IRRIGATION SYSTEM - BIORETENTION SWALE	1 LS	*****	32,000.00	*****	45,000.00	*****	45,000.00	*****	58,300.00
224	4 IN. PVC IRRIGATION SLEEVE	105 LF	5.00	525.00	8.50	892.50	8.00	840.00	6.30	661.50
225	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,000.00	*****	4,000.00	*****	3,600.00	*****	23.00
226	CEMENT CONCRETE CURB	4950 LF	20.00	99,000.00	15.00	74,250.00	14.00	69,300.00	31.00	153,450.00
227	CEMENT CONC. CURB AND GUTTER	3360 LF	18.00	60,480.00	25.00	84,000.00	16.00	53,760.00	31.00	104,160.00
228	CEMENT CONCRETE DRIVEWAY	780 SY	40.00	31,200.00	50.00	39,000.00	43.00	33,540.00	76.00	59,280.00
229	CEMENT CONCRETE DRIVEWAY TRANSITION	100 SY	45.00	4,500.00	50.00	5,000.00	22.00	2,200.00	76.00	7,600.00
230	CHANNELIZING DEVICES	2 EA	65.00	130.00	110.00	220.00	110.00	220.00	110.00	220.00
231	MODIFY FENCING	370 LF	45.00	16,650.00	15.00	5,550.00	15.00	5,550.00	61.00	22,570.00
232	CEMENT CONC. SIDEWALK	5240 SY	29.50	154,580.00	48.00	251,520.00	33.00	172,920.00	67.00	351,080.00
233	CEMENT CONC. SIDEWALK - 6 IN. THICK	430 SY	35.00	15,050.00	53.00	22,790.00	38.00	16,340.00	77.00	33,110.00
234	INTERLOCKING CONCRETE PERMEABLE PAVER	540 SY	100.00	54,000.00	85.00	45,900.00	85.00	45,900.00	112.00	60,480.00
235	RAMP DETECTABLE WARNING	560 SF	22.00	12,320.00	20.00	11,200.00	21.00	11,760.00	72.00	40,320.00
236	CEMENT CONC. POND BOTTOM	150 SY	30.00	4,500.00	55.00	8,250.00	58.00	8,700.00	58.50	8,775.00
237	PARKING METER BASE	6 EA	50.00	300.00	1,050.00	6,300.00	1,000.00	6,000.00	535.00	3,210.00
238	TRAFFIC SIGNAL SYSTEM - 4TH AV AND MONROE ST	1 LS	*****	80,000.00	*****	100,000.00	*****	96,000.00	*****	90,000.00
239	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	150,000.00	*****	105,000.00	*****	105,000.00	*****	90,000.00
240	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	100,000.00	*****	30,000.00	*****	30,000.00	*****	30,300.00
241	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	25,000.00	*****	18,000.00	*****	20,000.00	*****	18,000.00

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242	CCTV SYSTEM 14TH AV AND LINCOLN ST	1 LS	*****	10,000.00	*****	6,000.00	*****	7,000.00	*****	6,000.00
243	CCTV SYSTEM 7TH AV AND MONROE ST	1 LS	*****	20,000.00	*****	17,500.00	*****	18,000.00	*****	17,800.00
244	CCTV SYSTEM 4TH AV AND MONROE ST	1 LS	*****	10,000.00	*****	5,500.00	*****	6,500.00	*****	5,400.00
245	CCTV SYSTEM MONROE ON RAMP	1 LS	*****	15,000.00	*****	3,500.00	*****	3,800.00	*****	3,500.00
246	RELOCATE EXISTING SERVICE POLE	1 LS	*****	5,000.00	*****	2,700.00	*****	3,000.00	*****	2,600.00
247	LIGHTING SERVICE PEDISTAL	5 EA	5,540.00	27,700.00	11,000.00	55,000.00	11,000.00	55,000.00	11,000.00	55,000.00
248	PEDESTRIAN LUMINAIRE ASSEMBLY & FOUNDATION TYPE P1	14 EA	4,620.00	64,680.00	5,750.00	80,500.00	5,800.00	81,200.00	5,860.00	82,040.00
249	PEDESTRIAN AND STREET LUMINAIRE ASSEMBLY & FOUNDATION TYPE S1	32 EA	5,950.00	190,400.00	7,500.00	240,000.00	7,500.00	240,000.00	7,400.00	236,800.00
250	DOUBLE STREET LUMINAIRE ASSEMBLY & FOUNDATION TYPE S2	3 EA	5,600.00	16,800.00	7,250.00	21,750.00	7,500.00	22,500.00	7,200.00	21,600.00
251	PEDESTRIAN AND FLOOD LUMINAIRE ASSEMBLY & FOUNDATION TYPE P3	5 EA	5,060.00	25,300.00	7,000.00	35,000.00	7,000.00	35,000.00	6,800.00	34,000.00
252	BOLLARDS	3 EA	500.00	1,500.00	1,500.00	4,500.00	1,100.00	3,300.00	1,150.00	3,450.00
253	LIGHTING CONDUIT	1 LS	*****	49,600.00	*****	100,000.00	*****	98,000.00	*****	85,000.00
254	LIGHTING CONDUCTERS	1 LS	*****	28,500.00	*****	16,500.00	*****	17,000.00	*****	17,000.00
255	LUMINAIRE RETROFIT	11 EA	700.00	7,700.00	950.00	10,450.00	1,000.00	11,000.00	1,000.00	11,000.00
256	SIGNING, PERMANENT	1 LS	*****	45,000.00	*****	45,000.00	*****	42,000.00	*****	44,000.00
257	REMOVAL OF EXISTING PAVEMENT MARKINGS	1 LS	*****	4,000.00	*****	675.00	*****	1,000.00	*****	680.00
258	PAVEMENT MARKING - DURABLE HEAT APPLIED	2621 SF	10.00	26,210.00	9.25	24,244.25	9.00	23,589.00	9.00	23,589.00
259	PAVEMENT MARKING - DURABLE INLAY TAPE	1062 SF	10.00	10,620.00	8.50	9,027.00	9.00	9,558.00	8.50	9,027.00

<b>Project Number: 2012115</b>			<b>Engineer's Estimate</b>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> State Sales Tax Rule 171					Public Street Improvement					
260	PAVEMENT MARKING - PAINT	183 SF	1.00	183.00	1.80	329.40	2.00	366.00	2.00	366.00
261	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	200.00	3,200.00	250.00	4,000.00	250.00	4,000.00	250.00	4,000.00
262	WORD AND SYMBOL MARKINGS - PAINT	4 EA	150.00	600.00	100.00	400.00	100.00	400.00	99.00	396.00
263	TEMPORARY PAVEMENT MARKING	1 LS	*****	5,000.00	*****	7,750.00	*****	2,000.00	*****	1,850.00
264	ROCK RETAINING WALL	1642 SF	50.00	82,100.00	13.50	22,167.00	28.00	45,976.00	26.00	42,692.00
265	BACKFILL FOR ROCK WALL	122 CY	50.00	6,100.00	35.00	4,270.00	40.00	4,880.00	40.00	4,880.00
266	CEMENT CONCRETE STEPS	0.5 CY	300.00	150.00	1,050.00	525.00	3,800.00	1,900.00	2,900.00	1,450.00
267	REINFORCED DOWELED CURB	200 LF	15.00	3,000.00	10.50	2,100.00	24.00	4,800.00	62.00	12,400.00
268	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	125 LF	22.00	2,750.00	21.00	2,625.00	62.00	7,750.00	50.25	6,281.25
269	TRAFFIC ISLAND CONCRETE	470 SY	35.00	16,450.00	33.50	15,745.00	33.00	15,510.00	47.10	22,137.00
<b>Schedule Totals</b>				5,046,149.45		5,050,008.15		5,145,955.00		5,249,760.40

<b>Project Number: 2012115</b>			<b>Engineer's Estimate</b>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 03**

State Sales Tax Rule 170

Not Public Street Improvement

301	POTHOLING	10 EA	300.00	3,000.00	400.00	4,000.00	300.00	3,000.00	500.00	5,000.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	400.00	400.00	650.00	650.00	450.00	450.00	270.00	270.00
303	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,500.00	5,000.00	3,000.00	6,000.00	1,900.00	3,800.00	3,050.00	6,100.00
304	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1200 CY	80.00	96,000.00	65.22	78,264.00	65.00	78,000.00	56.00	67,200.00
305	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL - TRENCHES	200 CY	18.00	3,600.00	28.00	5,600.00	9.00	1,800.00	16.00	3,200.00
306	REPLACE UNSUITABLE FOUNDATION MATERIAL - TRENCHES	1400 CY	25.00	35,000.00	28.00	39,200.00	14.00	19,600.00	13.10	18,340.00
307	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	2,500.00	*****	2,500.00	*****	385.00
308	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,500.00	*****	2,800.00	*****	6,500.00	*****	2,400.00
309	ENCASE WATER/SEWER AT CROSSINGS	1 EA	1,000.00	1,000.00	1,700.00	1,700.00	2,500.00	2,500.00	6,200.00	6,200.00
310	DI PIPE FOR WATER MAIN 6 IN. DIAM.	322 LF	55.00	17,710.00	32.00	10,304.00	45.00	14,490.00	73.00	23,506.00
311	DI PIPE FOR WATER MAIN 8 IN. DIAM.	947 LF	60.00	56,820.00	42.00	39,774.00	48.00	45,456.00	56.00	53,032.00
312	DI PIPE FOR WATER MAIN 12 IN. DIAM.	465 LF	65.00	30,225.00	55.00	25,575.00	58.00	26,970.00	59.00	27,435.00
313	DI PIPE FOR WATER MAIN 18 IN. DIAM.	2020 LF	90.00	181,800.00	75.00	151,500.00	105.00	212,100.00	89.00	179,780.00
314	DI PIPE FOR WATER MAIN 30 IN. DIAM.	169 LF	120.00	20,280.00	325.00	54,925.00	400.00	67,600.00	300.00	50,700.00
315	IMPORTED OR SCREENED NATIVE BEDDING	3923 LF	2.00	7,846.00	6.25	24,518.75	4.00	15,692.00	20.00	78,460.00
316	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN	1345 LF	10.00	13,450.00	6.50	8,742.50	4.00	5,380.00	5.60	7,532.00
317	REMOVAL OF EXISTING 12 IN. DIAM. WATER MAIN	1326 LF	12.00	15,912.00	7.00	9,282.00	4.00	5,304.00	5.60	7,425.60
318	REMOVAL OF EXISTING 18 IN. DIAM. WATER MAIN	48 LF	18.00	864.00	14.00	672.00	20.00	960.00	5.60	268.80

<i>Project Number:</i> <b>2012115</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> State Sales Tax Rule 170					Not Public Street Improvement					
319	REMOVAL OF EXISTING 30 IN. DIAM. WATER MAIN	225 LF	20.00	4,500.00	17.00	3,825.00	12.00	2,700.00	5.60	1,260.00
320	GATE VALVE 6 IN.	2 EA	850.00	1,700.00	1,300.00	2,600.00	1,000.00	2,000.00	1,120.00	2,240.00
321	GATE VALVE 8 IN.	5 EA	900.00	4,500.00	1,850.00	9,250.00	1,400.00	7,000.00	1,500.00	7,500.00
322	GATE VALVE 12 IN.	2 EA	2,400.00	4,800.00	2,700.00	5,400.00	2,200.00	4,400.00	2,500.00	5,000.00
323	HYDRANT ASSEMBLY	5 EA	5,000.00	25,000.00	7,300.00	36,500.00	4,700.00	23,500.00	4,400.00	22,000.00
324	RECONNECT EXISTING HYDRANT	2 EA	1,000.00	2,000.00	4,200.00	8,400.00	3,000.00	6,000.00	1,900.00	3,800.00
325	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	113 LF	30.00	3,390.00	45.00	5,085.00	42.00	4,746.00	41.00	4,633.00
326	SIDE SEWER PIPE 4 IN. DIAM.	55 LF	20.00	1,100.00	56.00	3,080.00	45.00	2,475.00	38.00	2,090.00
327	SEWER CLEANOUT	1 EA	400.00	400.00	425.00	425.00	1,000.00	1,000.00	1,300.00	1,300.00
<i>Schedule Totals</i>				539,797.00		540,572.25		565,923.00		587,057.40



<i>Project Number:</i> 2012115			<i>Engineer's Estimate</i>		Cameron-Reilly					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	750.00	*****	0.00	*****	0.00
103	POTHOLING	20 EA	300.00	6,000.00	525.00	10,500.00	0.00	0.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	10,000.00	*****	0.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	300.00	900.00	0.00	0.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	2,500.00	*****	0.00	*****	0.00
107	MOBILIZATION	1 LS	*****	420,000.00	*****	232,000.00	*****	0.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	130,000.00	*****	138,840.00	*****	0.00	*****	0.00
109	SPECIAL SIGNS	390 SF	20.00	7,800.00	10.00	3,900.00	0.00	0.00	0.00	0.00
110	TYPE III BARRICADE	30 EA	75.00	2,250.00	100.00	3,000.00	0.00	0.00	0.00	0.00
111	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	6,500.00	*****	0.00	*****	0.00
112	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	1,500.00	*****	0.00	*****	0.00
113	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	4,500.00	*****	0.00	*****	0.00
114	REMOVE EXISTING CURB	8550 LF	6.00	51,300.00	4.00	34,200.00	0.00	0.00	0.00	0.00
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4390 SY	7.00	30,730.00	9.00	39,510.00	0.00	0.00	0.00	0.00
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	33 EA	400.00	13,200.00	262.50	8,662.50	0.00	0.00	0.00	0.00
117	REMOVE EXISTING 8 IN. STORM OR SANITARY PIPE	890 LF	4.00	3,560.00	21.00	18,690.00	0.00	0.00	0.00	0.00
118	SAWCUTTING CURB	104 EA	30.00	3,120.00	25.00	2,600.00	0.00	0.00	0.00	0.00
119	SAWCUTTING RIGID PAVEMENT	5570 LFI	1.20	6,684.00	0.85	4,734.50	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
120	SAWCUTTING FLEXIBLE PAVEMENT	15920 LFI	0.30	4,776.00	0.85	13,532.00	0.00	0.00	0.00	0.00
121	REMOVE EXISTING GUARDRAIL	38 LF	5.00	190.00	30.00	1,140.00	0.00	0.00	0.00	0.00
122	REMOVE AND DISPOSE OF TROLLEY RAILS	280 LF	7.50	2,100.00	20.00	5,600.00	0.00	0.00	0.00	0.00
123	REMOVE EXISTING FENCE	370 LF	10.00	3,700.00	10.00	3,700.00	0.00	0.00	0.00	0.00
124	ROADWAY EXCAVATION INCL. HAUL	10600 CY	11.50	121,900.00	21.00	222,600.00	0.00	0.00	0.00	0.00
125	ROADWAY EXCAVATION INCL. HAUL - BIORETENTION SWALE	5652 CY	12.00	67,824.00	19.95	112,757.40	0.00	0.00	0.00	0.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	18.00	1,800.00	30.00	3,000.00	0.00	0.00	0.00	0.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	300 CY	20.00	6,000.00	50.00	15,000.00	0.00	0.00	0.00	0.00
128	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY EXCAVATION	200 CY	85.00	17,000.00	60.00	12,000.00	0.00	0.00	0.00	0.00
129	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - BIORETENTION SWALE	611 CY	85.00	51,935.00	126.00	76,986.00	0.00	0.00	0.00	0.00
130	PREPARATION OF UNTREATED ROADWAY	19420 SY	2.50	48,550.00	3.00	58,260.00	0.00	0.00	0.00	0.00
131	SITE GRADING - BIORETENTION SWALE	5500 SY	20.00	110,000.00	6.83	37,565.00	0.00	0.00	0.00	0.00
132	CONTROLLED DENSITY FILL	4 CY	95.00	380.00	100.00	400.00	0.00	0.00	0.00	0.00
133	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	2480 SY	2.00	4,960.00	2.00	4,960.00	0.00	0.00	0.00	0.00
134	CRUSHED SURFACING TOP COURSE	1570 CY	30.00	47,100.00	50.00	78,500.00	0.00	0.00	0.00	0.00
135	CRUSHED SURFACING BASE COURSE	3005 CY	25.00	75,125.00	50.00	150,250.00	0.00	0.00	0.00	0.00
136	CSTC FOR SIDEWALK AND DRIVEWAYS	460 CY	35.00	16,100.00	60.00	27,600.00	0.00	0.00	0.00	0.00
137	2 IN. - 4 IN. BASALT BALLAST	3435 SY	10.00	34,350.00	8.75	30,056.25	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
138	4 IN. - 6 IN. BASALT BALLAST	140 SY	10.00	1,400.00	10.00	1,400.00	0.00	0.00	0.00	0.00
139	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	965 SY	9.00	8,685.00	10.00	9,650.00	0.00	0.00	0.00	0.00
140	HMA CL. 1/2 IN. PG 64-28, 5 INCH THICK	1210 SY	23.00	27,830.00	26.00	31,460.00	0.00	0.00	0.00	0.00
141	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	850 SY	23.00	19,550.00	23.65	20,102.50	0.00	0.00	0.00	0.00
142	HMA CL. 1/2 IN. PG 70-28, 8 INCH THICK	17360 SY	36.00	624,960.00	32.50	564,200.00	0.00	0.00	0.00	0.00
143	HMA FOR APPROACH CL. 1/2 IN. PG 64-28	10 TO	400.00	4,000.00	230.00	2,300.00	0.00	0.00	0.00	0.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	60 SY	40.00	2,400.00	27.00	1,620.00	0.00	0.00	0.00	0.00
145	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	50 SY	45.00	2,250.00	30.00	1,500.00	0.00	0.00	0.00	0.00
146	CRACK SEALING	700 LF	0.70	490.00	2.00	1,400.00	0.00	0.00	0.00	0.00
147	SOIL RESIDUAL HERBICIDE	19420 SY	0.15	2,913.00	0.25	4,855.00	0.00	0.00	0.00	0.00
148	PAVEMENT REPAIR EXCAVATION INCL. HAUL	60 SY	15.00	900.00	40.00	2,400.00	0.00	0.00	0.00	0.00
149	PLANING BITUMINOUS PAVEMENT	965 SY	4.50	4,342.50	14.00	13,510.00	0.00	0.00	0.00	0.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
151	COMPACTION PRICE ADJUSTMENT	13660 EST	1.00	13,660.00	1.00	13,660.00	0.00	0.00	0.00	0.00
152	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	1035 CY	120.00	124,200.00	125.00	129,375.00	0.00	0.00	0.00	0.00
153	CEMENT CONC. PAVEMENT, 10 IN. THICK	3725 SY	50.00	186,250.00	36.81	137,117.25	0.00	0.00	0.00	0.00
154	PORTLAND CEMENT CONCRETE COMPLIANCE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
155	CEMENT CONCRETE CURB WALL	200 LF	40.00	8,000.00	40.00	8,000.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
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156	GRAVEL BACKFILL FOR WALL	11 CY	30.00	330.00	59.85	658.35	0.00	0.00	0.00	0.00
157	CLEANING AND PAINTING - MONROE ST ON-RAMP	1 LS	*****	20,000.00	*****	21,890.00	*****	0.00	*****	0.00
158	DRAIN PIPE 8 IN. DIAM.	40 LF	20.00	800.00	33.60	1,344.00	0.00	0.00	0.00	0.00
159	UNDERDRAIN PIPE 4 IN. DIAM.	450 LF	25.00	11,250.00	27.30	12,285.00	0.00	0.00	0.00	0.00
160	UNDERDRAIN PIPE - BIORETENTION SWALE	1 LS	*****	12,000.00	*****	47,250.00	*****	0.00	*****	0.00
161	GRAVEL BACKFILL FOR DRAIN	36 TO	50.00	1,800.00	22.05	793.80	0.00	0.00	0.00	0.00
162	GRAVEL BACKFILL FOR DRAIN - BIORETENTION SWALE	300 TO	75.00	22,500.00	53.55	16,065.00	0.00	0.00	0.00	0.00
163	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	213 LF	30.00	6,390.00	46.20	9,840.60	0.00	0.00	0.00	0.00
164	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	3350 LF	35.00	117,250.00	36.75	123,112.50	0.00	0.00	0.00	0.00
165	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	770 LF	40.00	30,800.00	47.25	36,382.50	0.00	0.00	0.00	0.00
166	STORM SEWER CASING 24 IN. DIAM	41 LF	150.00	6,150.00	210.00	8,610.00	0.00	0.00	0.00	0.00
167	MANHOLE TYPE I-48, BASIC PRICE	31 EA	2,500.00	77,500.00	3,675.00	113,925.00	0.00	0.00	0.00	0.00
168	MANHOLE TYPE II-54, BASIC PRICE	3 EA	2,500.00	7,500.00	5,250.00	15,750.00	0.00	0.00	0.00	0.00
169	MANHOLE ADDITIONAL HEIGHT TYPE II-54	4 VF	150.00	600.00	194.25	777.00	0.00	0.00	0.00	0.00
170	DRYWELL TYPE 2, MODIFIED	3 EA	3,500.00	10,500.00	5,985.00	17,955.00	0.00	0.00	0.00	0.00
171	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	2 EA	400.00	800.00	420.00	840.00	0.00	0.00	0.00	0.00
172	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	2 EA	400.00	800.00	420.00	840.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2012115			<i>Engineer's Estimate</i>		Cameron-Reilly					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
173	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	400.00	2,400.00	548.10	3,288.60	0.00	0.00	0.00	0.00
174	CATCH BASIN TYPE 1	19 EA	2,000.00	38,000.00	2,835.00	53,865.00	0.00	0.00	0.00	0.00
175	CATCH BASIN TYPE 2	2 EA	2,300.00	4,600.00	2,940.00	5,880.00	0.00	0.00	0.00	0.00
176	CATCH BASIN TYPE 3	5 EA	2,600.00	13,000.00	3,045.00	15,225.00	0.00	0.00	0.00	0.00
177	GRATE INLET TYPE 3	5 EA	1,200.00	6,000.00	1,995.00	9,975.00	0.00	0.00	0.00	0.00
178	WSDOT GRATE INLET TYPE 2	3 EA	2,200.00	6,600.00	2,835.00	8,505.00	0.00	0.00	0.00	0.00
179	WSDOT GRATE A FRAME AND COVER	3 EA	500.00	1,500.00	735.00	2,205.00	0.00	0.00	0.00	0.00
180	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	18 EA	500.00	9,000.00	735.00	13,230.00	0.00	0.00	0.00	0.00
181	VALVE BOX AND COVER	3 EA	400.00	1,200.00	630.00	1,890.00	0.00	0.00	0.00	0.00
182	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	300.00	600.00	1,338.75	2,677.50	0.00	0.00	0.00	0.00
183	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	350.00	700.00	997.50	1,995.00	0.00	0.00	0.00	0.00
184	EXTERIOR DROP CONNECTION 8 IN. DIAM.	1 EA	4,000.00	4,000.00	7,770.00	7,770.00	0.00	0.00	0.00	0.00
185	FRENCH DRAIN (LINCOLN ST)	160 LF	30.00	4,800.00	40.95	6,552.00	0.00	0.00	0.00	0.00
186	CLEANING EXISTING DRAINAGE STRUCTURE	14 EA	300.00	4,200.00	315.00	4,410.00	0.00	0.00	0.00	0.00
187	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1200 CY	80.00	96,000.00	109.20	131,040.00	0.00	0.00	0.00	0.00
188	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL - TRENCHES	500 CY	18.00	9,000.00	21.00	10,500.00	0.00	0.00	0.00	0.00
189	REPLACE UNSUITABLE FOUNDATION MATERIAL - TRENCHES	500 CY	25.00	12,500.00	43.05	21,525.00	0.00	0.00	0.00	0.00
190	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	1,365.00	*****	0.00	*****	0.00

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191	CATCH BASIN SEWER PIPE 8 IN. DIAM.	320 LF	25.00	8,000.00	73.50	23,520.00	0.00	0.00	0.00	0.00
192	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	640 LF	35.00	22,400.00	91.35	58,464.00	0.00	0.00	0.00	0.00
193	PLUGGING EXISTING PIPE	2 EA	80.00	160.00	262.50	525.00	0.00	0.00	0.00	0.00
194	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	1,995.00	*****	0.00	*****	0.00
195	CLEANING EXISTING SANITARY SEWER	28 EA	350.00	9,800.00	255.00	7,140.00	0.00	0.00	0.00	0.00
196	TRENCH EXCAVATION FOR WATER SERVICE TAP	60 CY	20.00	1,200.00	50.00	3,000.00	0.00	0.00	0.00	0.00
197	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	7 EA	3,603.85	25,226.95	4,000.00	28,000.00	0.00	0.00	0.00	0.00
198	ESC LEAD	1 LS	*****	1,000.00	*****	7,500.00	*****	0.00	*****	0.00
199	INLET PROTECTION	66 EA	80.00	5,280.00	75.00	4,950.00	0.00	0.00	0.00	0.00
200	STREET CLEANING	75 HR	50.00	3,750.00	250.00	18,750.00	0.00	0.00	0.00	0.00
201	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	2,000.00	*****	2,500.00	*****	0.00	*****	0.00
202	SWALE PRE-SEEDING	2570 SY	1.00	2,570.00	1.30	3,341.00	0.00	0.00	0.00	0.00
203	TOPSOIL TYPE A, 2 INCH THICK	1800 SY	4.00	7,200.00	5.50	9,900.00	0.00	0.00	0.00	0.00
204	TOPSOIL TYPE A, 12 INCH THICK	966 SY	26.00	25,116.00	13.00	12,558.00	0.00	0.00	0.00	0.00
205	PSIPE 1.5 IN. CALIPER MULTI TRUNK TREE	5 EA	400.00	2,000.00	450.00	2,250.00	0.00	0.00	0.00	0.00
206	PSIPE 2 IN. CALIPER SHADE TREE	56 EA	375.00	21,000.00	450.00	25,200.00	0.00	0.00	0.00	0.00
207	PSIPE 8-10' HIGH CONIFER TREE	6 EA	350.00	2,100.00	385.00	2,310.00	0.00	0.00	0.00	0.00
208	PSIPE 3 GALLON SHRUB	198 EA	65.00	12,870.00	55.00	10,890.00	0.00	0.00	0.00	0.00
209	PSIPE 1 GALLON SHRUB	8470 EA	20.00	169,400.00	14.00	118,580.00	0.00	0.00	0.00	0.00

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210	PSIPE 4 IN. POTTED PLANT	1104 EA	15.00	16,560.00	5.50	6,072.00	0.00	0.00	0.00	0.00
211	LANDSCAPE BOULDER, 3' DIAM.	183 EA	90.00	16,470.00	110.00	20,130.00	0.00	0.00	0.00	0.00
212	BARK OR WOOD CHIP MULCH, 3 IN. DEEP	205 CY	75.00	15,375.00	60.00	12,300.00	0.00	0.00	0.00	0.00
213	SHREDDED WOOD MULCH, 3 IN. DEEP	67 CY	30.00	2,010.00	60.00	4,020.00	0.00	0.00	0.00	0.00
214	HYDROSEEDING	100 SY	6.00	600.00	11.00	1,100.00	0.00	0.00	0.00	0.00
215	SOD INSTALLATION	1800 SY	9.00	16,200.00	7.00	12,600.00	0.00	0.00	0.00	0.00
216	TREE GRATE ASSEMBLY	9 EA	2,500.00	22,500.00	1,000.00	9,000.00	0.00	0.00	0.00	0.00
217	LANDSCAPE AND IRRIGATION REPAIR NORTH OF I-90	1 LS	*****	5,500.00	*****	5,000.00	*****	0.00	*****	0.00
218	CEMENT CONCRETE MOW STRIP	1250 LF	10.00	12,500.00	12.00	15,000.00	0.00	0.00	0.00	0.00
219	TOPSOIL FOR BIO-FILTRATION SWALES, 18 INCH THICK INCL. SE	3200	20.00	64,000.00	20.00	64,000.00	0.00	0.00	0.00	0.00
220	CONSTRUCT BIORETENTION CLAY LINER	2250 SY	18.00	40,500.00	13.50	30,375.00	0.00	0.00	0.00	0.00
221	FLEXIBLE POROUS PAVEMENT	450 SY	55.00	24,750.00	37.00	16,650.00	0.00	0.00	0.00	0.00
222	IRRIGATION SYSTEM - LINCOLN AND MONROE	1 LS	*****	70,000.00	*****	32,000.00	*****	0.00	*****	0.00
223	IRRIGATION SYSTEM - BIORETENTION SWALE	1 LS	*****	32,000.00	*****	48,000.00	*****	0.00	*****	0.00
224	4 IN. PVC IRRIGATION SLEEVE	105 LF	5.00	525.00	9.00	945.00	0.00	0.00	0.00	0.00
225	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,000.00	*****	4,000.00	*****	0.00	*****	0.00
226	CEMENT CONCRETE CURB	4950 LF	20.00	99,000.00	14.00	69,300.00	0.00	0.00	0.00	0.00
227	CEMENT CONC. CURB AND GUTTER	3360 LF	18.00	60,480.00	22.00	73,920.00	0.00	0.00	0.00	0.00
228	CEMENT CONCRETE DRIVEWAY	780 SY	40.00	31,200.00	45.00	35,100.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
229	CEMENT CONCRETE DRIVEWAY TRANSITION	100 SY	45.00	4,500.00	38.00	3,800.00	0.00	0.00	0.00	0.00
230	CHANNELIZING DEVICES	2 EA	65.00	130.00	150.00	300.00	0.00	0.00	0.00	0.00
231	MODIFY FENCING	370 LF	45.00	16,650.00	63.80	23,606.00	0.00	0.00	0.00	0.00
232	CEMENT CONC. SIDEWALK	5240 SY	29.50	154,580.00	40.00	209,600.00	0.00	0.00	0.00	0.00
233	CEMENT CONC. SIDEWALK - 6 IN. THICK	430 SY	35.00	15,050.00	45.00	19,350.00	0.00	0.00	0.00	0.00
234	INTERLOCKING CONCRETE PERMEABLE PAVER	540 SY	100.00	54,000.00	88.00	47,520.00	0.00	0.00	0.00	0.00
235	RAMP DETECTABLE WARNING	560 SF	22.00	12,320.00	20.00	11,200.00	0.00	0.00	0.00	0.00
236	CEMENT CONC. POND BOTTOM	150 SY	30.00	4,500.00	40.00	6,000.00	0.00	0.00	0.00	0.00
237	PARKING METER BASE	6 EA	50.00	300.00	250.00	1,500.00	0.00	0.00	0.00	0.00
238	TRAFFIC SIGNAL SYSTEM - 4TH AV AND MONROE ST	1 LS	*****	80,000.00	*****	98,700.00	*****	0.00	*****	0.00
239	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	150,000.00	*****	103,897.50	*****	0.00	*****	0.00
240	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	100,000.00	*****	30,397.50	*****	0.00	*****	0.00
241	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 LS	*****	25,000.00	*****	17,955.00	*****	0.00	*****	0.00
242	CCTV SYSTEM 14TH AV AND LINCOLN ST	1 LS	*****	10,000.00	*****	6,084.75	*****	0.00	*****	0.00
243	CCTV SYSTEM 7TH AV AND MONROE ST	1 LS	*****	20,000.00	*****	17,797.50	*****	0.00	*****	0.00
244	CCTV SYSTEM 4TH AV AND MONROE ST	1 LS	*****	10,000.00	*****	5,407.50	*****	0.00	*****	0.00
245	CCTV SYSTEM MONROE ON RAMP	1 LS	*****	15,000.00	*****	3,459.75	*****	0.00	*****	0.00
246	RELOCATE EXISTING SERVICE POLE	1 LS	*****	5,000.00	*****	2,205.00	*****	0.00	*****	0.00
247	LIGHTING SERVICE PEDISTAL	5 EA	5,540.00	27,700.00	11,025.00	55,125.00	0.00	0.00	0.00	0.00



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<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
248	PEDESTRIAN LUMINAIRE ASSEMBLY & FOUNDATION TYPE P1	14 EA	4,620.00	64,680.00	5,827.50	81,585.00	0.00	0.00	0.00	0.00
249	PEDESTRIAN AND STREET LUMINAIRE ASSEMBLY & FOUNDATION TYPE S1	32 EA	5,950.00	190,400.00	7,344.75	235,032.00	0.00	0.00	0.00	0.00
250	DOUBLE STREET LUMINAIRE ASSEMBLY & FOUNDATION TYPE S2	3 EA	5,600.00	16,800.00	7,166.25	21,498.75	0.00	0.00	0.00	0.00
251	PEDESTRIAN AND FLOOD LUMINAIRE ASSEMBLY & FOUNDATION TYPE P3	5 EA	5,060.00	25,300.00	6,814.50	34,072.50	0.00	0.00	0.00	0.00
252	BOLLARDS	3 EA	500.00	1,500.00	1,050.00	3,150.00	0.00	0.00	0.00	0.00
253	LIGHTING CONDUIT	1 LS	*****	49,600.00	*****	99,225.00	*****	0.00	*****	0.00
254	LIGHTING CONDUCTERS	1 LS	*****	28,500.00	*****	15,697.50	*****	0.00	*****	0.00
255	LUMINAIRE RETROFIT	11 EA	700.00	7,700.00	903.00	9,933.00	0.00	0.00	0.00	0.00
256	SIGNING, PERMANENT	1 LS	*****	45,000.00	*****	46,000.00	*****	0.00	*****	0.00
257	REMOVAL OF EXISTING PAVEMENT MARKINGS	1 LS	*****	4,000.00	*****	1,000.00	*****	0.00	*****	0.00
258	PAVEMENT MARKING - DURABLE HEAT APPLIED	2621 SF	10.00	26,210.00	6.05	15,857.05	0.00	0.00	0.00	0.00
259	PAVEMENT MARKING - DURABLE INLAY TAPE	1062 SF	10.00	10,620.00	9.07	9,632.34	0.00	0.00	0.00	0.00
260	PAVEMENT MARKING - PAINT	183 SF	1.00	183.00	3.00	549.00	0.00	0.00	0.00	0.00
261	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	16 EA	200.00	3,200.00	300.00	4,800.00	0.00	0.00	0.00	0.00
262	WORD AND SYMBOL MARKINGS - PAINT	4 EA	150.00	600.00	200.00	800.00	0.00	0.00	0.00	0.00
263	TEMPORARY PAVEMENT MARKING	1 LS	*****	5,000.00	*****	10,000.00	*****	0.00	*****	0.00
264	ROCK RETAINING WALL	1642 SF	50.00	82,100.00	20.00	32,840.00	0.00	0.00	0.00	0.00
265	BACKFILL FOR ROCK WALL	122 CY	50.00	6,100.00	50.00	6,100.00	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> State Sales Tax Rule 171					Public Street Improvement					
266	CEMENT CONCRETE STEPS	0.5 CY	300.00	150.00	1,000.00	500.00	0.00	0.00	0.00	0.00
267	REINFORCED DOWELED CURB	200 LF	15.00	3,000.00	10.00	2,000.00	0.00	0.00	0.00	0.00
268	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	125 LF	22.00	2,750.00	20.00	2,500.00	0.00	0.00	0.00	0.00
269	TRAFFIC ISLAND CONCRETE	470 SY	35.00	16,450.00	30.00	14,100.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				5,046,149.45	5,161,621.89		0.00		0.00	

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> State Sales Tax Rule 170					Not Public Street Improvement					
301	POTHOLING	10 EA	300.00	3,000.00	525.00	5,250.00	0.00	0.00	0.00	0.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	400.00	400.00	262.50	262.50	0.00	0.00	0.00	0.00
303	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,500.00	5,000.00	3,885.00	7,770.00	0.00	0.00	0.00	0.00
304	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1200 CY	80.00	96,000.00	126.00	151,200.00	0.00	0.00	0.00	0.00
305	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL - TRENCHES	200 CY	18.00	3,600.00	21.00	4,200.00	0.00	0.00	0.00	0.00
306	REPLACE UNSUITABLE FOUNDATION MATERIAL - TRENCHES	1400 CY	25.00	35,000.00	43.05	60,270.00	0.00	0.00	0.00	0.00
307	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	525.00	*****	0.00	*****	0.00
308	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,500.00	*****	2,100.00	*****	0.00	*****	0.00
309	ENCASE WATER/SEWER AT CROSSINGS	1 EA	1,000.00	1,000.00	2,310.00	2,310.00	0.00	0.00	0.00	0.00
310	DI PIPE FOR WATER MAIN 6 IN. DIAM.	322 LF	55.00	17,710.00	102.90	33,133.80	0.00	0.00	0.00	0.00
311	DI PIPE FOR WATER MAIN 8 IN. DIAM.	947 LF	60.00	56,820.00	54.60	51,706.20	0.00	0.00	0.00	0.00
312	DI PIPE FOR WATER MAIN 12 IN. DIAM.	465 LF	65.00	30,225.00	96.60	44,919.00	0.00	0.00	0.00	0.00
313	DI PIPE FOR WATER MAIN 18 IN. DIAM.	2020 LF	90.00	181,800.00	110.25	222,705.00	0.00	0.00	0.00	0.00
314	DI PIPE FOR WATER MAIN 30 IN. DIAM.	169 LF	120.00	20,280.00	525.00	88,725.00	0.00	0.00	0.00	0.00
315	IMPORTED OR SCREENED NATIVE BEDDING	3923 LF	2.00	7,846.00	14.18	55,628.14	0.00	0.00	0.00	0.00
316	REMOVAL OF EXISTING 6 IN. DIAM. WATER MAIN	1345 LF	10.00	13,450.00	12.18	16,382.10	0.00	0.00	0.00	0.00
317	REMOVAL OF EXISTNG 12 IN. DIAM. WATER MAIN	1326 LF	12.00	15,912.00	12.18	16,150.68	0.00	0.00	0.00	0.00
318	REMOVAL OF EXISTING 18 IN. DIAM. WATER MAIN	48 LF	18.00	864.00	12.60	604.80	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> State Sales Tax Rule 170					Not Public Street Improvement					
319	REMOVAL OF EXISTING 30 IN. DIAM. WATER MAIN	225 LF	20.00	4,500.00	14.70	3,307.50	0.00	0.00	0.00	0.00
320	GATE VALVE 6 IN.	2 EA	850.00	1,700.00	1,680.00	3,360.00	0.00	0.00	0.00	0.00
321	GATE VALVE 8 IN.	5 EA	900.00	4,500.00	2,310.00	11,550.00	0.00	0.00	0.00	0.00
322	GATE VALVE 12 IN.	2 EA	2,400.00	4,800.00	3,360.00	6,720.00	0.00	0.00	0.00	0.00
323	HYDRANT ASSEMBLY	5 EA	5,000.00	25,000.00	7,455.00	37,275.00	0.00	0.00	0.00	0.00
324	RECONNECT EXISTING HYDRANT	2 EA	1,000.00	2,000.00	4,935.00	9,870.00	0.00	0.00	0.00	0.00
325	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	113 LF	30.00	3,390.00	59.85	6,763.05	0.00	0.00	0.00	0.00
326	SIDE SEWER PIPE 4 IN. DIAM.	55 LF	20.00	1,100.00	66.15	3,638.25	0.00	0.00	0.00	0.00
327	SEWER CLEANOUT	1 EA	400.00	400.00	1,050.00	1,050.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				539,797.00		847,376.02		0.00		0.00

*Project Number*            *2012115*            *Monroe Street/Lincoln Street Couplet, 8th Ave. to 2nd Ave.*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	5,046,149.45	0.00	539,797.00	0.00	0.00	0.00	0.00	0.00	5,585,946.45
Murphy Brothers Inc	5,050,008.15	0.00	540,572.25	0.00	0.00	0.00	0.00	0.00	5,590,580.40
T LaRiviere Equipment	5,145,955.00	0.00	565,923.00	0.00	0.00	0.00	0.00	0.00	5,711,878.00
Halme Construction Inc	5,249,760.40	0.00	587,057.40	0.00	0.00	0.00	0.00	0.00	5,836,817.80
Cameron-Reilly	5,161,621.89	0.00	847,376.02	0.00	0.00	0.00	0.00	0.00	6,008,997.91

*Low Bid Contractor:*    Murphy Brothers Inc

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$5,050,008.15	\$5,046,149.45	0.08	% Over Estimate
<i>Schedule 03</i>	\$587,602.03	\$586,759.34	0.14	% Over Estimate
<i>Bid Totals</i>	\$5,637,610.18	\$5,632,908.79	0.08	% Over Estimate

# AUTHORIZATION FOR BUDGET TRANSFER

(RCW 35.33.121)

No. \_\_\_\_\_  
Date **6/30/2015**

TO: Budget Control

You are hereby authorized to effect the following transfer of budget appropriations in:

Fund Name Arterial Streets Fund 3200 Dept. No. 3200 Arterial Streets Dept.

FROM					TO					
Prog	Func	Type	Type Title	Amount	Prog	Func	Type	Type Title	Amount	Hours
49199	95100	59403	IF PROF SERVICES CAPITALIZE	370,000.00	95059	95300	56501	Construction of Fixed Assets	1,487,258.00	
49199	95300	56501	Construction of Fixed Assets	1,117,258.00						
				1,487,258.00					1,487,258.00	
				0.00						

2015 Budget Transfer

# 2015 Budget Transfer

Reason for Transfer \_\_\_\_\_  
Transfer budget for Monroe/Lincoln (2012115) Bid Opening.

Requested BY: Jake Hensley  
Department Head

Approved: \_\_\_\_\_  
Finance/Budget Approval



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/30/2015
<b>Clerk's File #</b>	PRO 2015-0026
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2015041
<b>Bid #</b>	
<b>Requisition #</b>	CR 15728

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 - LOW BID AWARD - WILLIAM WINKLER COMPANY

**Agenda Wording**

Low Bid of William Winkler Company (Newman Lake, WA) for 2015 Community Development Sidewalk Projects - \$392,794.20. An administrative reserve of \$39,279.42, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

**Summary (Background)**

On June 29, 2015 bids were opened for the above project. The low bid was from William Winkler company in the amount of \$392,794.20, which is \$14,882.80 or 3.94% over the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly LLC - \$404,879.75 and Bacon Concrete, Inc. - \$418,440.40

<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>
Expense \$ 332,199.24	# 3200 95095 95300 56501 99999
Expense \$ 99,874.38	# 6785 49830 95300 56501 99999
Select \$	#
Select \$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TWOHIG, KYLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	Public Works 6/22/15
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	kbustos@spokanecity.org	
<b><u>Additional Approvals</u></b>		jsalstrom@spokanecity.org	
<b><u>Purchasing</u></b>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	

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

**Project Number:** 2015041

**Project Description** 2015 Community Development Sidewalk

**Funding Source** Federal

**Preparer** Eric Lester

**Original Date** 5/22/2015 2:49:31 PM

**Update Date** 6/29/2015 3:30:10 PM

**Addendum** Addendum 2

<b>Project Number: 2015041</b>			<b>Engineer's Estimate</b>		William Winkler Company		Cameron-Reilly		Bacon Concrete Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Common Items					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	1,200.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	8,000.00	*****	17,658.96	*****	7,500.00	*****	8,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	500.00	2,500.00	320.00	1,600.00	300.00	1,500.00	600.00	3,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	500.00	*****	1,200.00	*****	5,000.00
106	MOBILIZATION	1 LS	*****	25,000.00	*****	22,653.75	*****	12,000.00	*****	35,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	14,563.69	*****	14,742.00	*****	20,000.00
108	PEDESTRIAN TRAFFIC CONTROL	1 LS	*****	4,000.00	*****	14,563.69	*****	2,500.00	*****	3,000.00
109	REMOVE TREE STUMP	15 EA	250.00	3,750.00	250.00	3,750.00	500.00	7,500.00	600.00	9,000.00
110	REMOVE EXISTING CURB	1274 LF	7.00	8,918.00	3.00	3,822.00	10.00	12,740.00	6.50	8,281.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1156 SY	12.00	13,872.00	11.48	13,270.88	10.00	11,560.00	15.00	17,340.00
112	SAWCUTTING CURB	130 EA	23.00	2,990.00	25.00	3,250.00	25.00	3,250.00	24.00	3,120.00
113	SAWCUTTING RIGID PAVEMENT	3344 LFI	1.10	3,678.40	1.00	3,344.00	1.00	3,344.00	1.10	3,678.40
114	CONTROLLED DENSITY FILL	3 CY	120.00	360.00	300.00	900.00	75.00	225.00	100.00	300.00



<i>Project Number:</i> <b>2015041</b>			<i>Engineer's Estimate</i>		William Winkler Company		Cameron-Reilly		Bacon Concrete Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Common Items					Public Street Improvement					
115	CSTC FOR SIDEWALK AND DRIVEWAYS	180 CY	70.00	12,600.00	30.00	5,400.00	60.00	10,800.00	65.00	11,700.00
116	COMMERCIAL HMA	5 TO	350.00	1,750.00	400.00	2,000.00	500.00	2,500.00	450.00	2,250.00
117	CEMENT CONCRETE CURB WALL > 16 IN. - 30IN. TALL	1374 LF	40.00	54,960.00	42.99	59,068.26	32.00	43,968.00	40.00	54,960.00
118	ESC LEAD	1 LS	*****	1,500.00	*****	500.00	*****	750.00	*****	1,000.00
119	INLET PROTECTION	50 EA	80.00	4,000.00	90.00	4,500.00	10.00	500.00	30.00	1,500.00
120	HYDROSEEDING, FERTILIZING, AND MULCHING	500 SY	4.00	2,000.00	7.50	3,750.00	6.00	3,000.00	6.50	3,250.00
121	SOD INSTALLATION	500 SY	12.74	6,370.00	20.00	10,000.00	12.00	6,000.00	10.00	5,000.00
122	4-IN. PVC IRRIGATION SLEEVE	150 LF	9.00	1,350.00	5.00	750.00	6.00	900.00	6.80	1,020.00
123	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	32,000.00	*****	7,500.00	*****	6,500.00
124	CEMENT CONC. CURB	1359 LF	24.00	32,616.00	19.19	26,079.21	27.00	36,693.00	24.00	32,616.00
125	CEMENT CONCRETE DRIVEWAY	183 SY	53.00	9,699.00	55.16	10,094.28	60.00	10,980.00	54.00	9,882.00
126	CEMENT CONC. SIDEWALK	2873 SY	49.00	140,777.00	42.46	121,987.58	64.75	186,026.75	54.00	155,142.00
127	RAMP DETECTABLE WARNING	510 SF	22.00	11,220.00	19.19	9,786.90	20.00	10,200.00	20.00	10,200.00
128	SIGNING, PERMANENT	1 FA	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
<i>Schedule Totals</i>				377,911.40		392,794.20		404,879.75		418,440.40

*Project Number*            *2015041*            *2015 Community Development Sidewalk*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	377,911.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	377,911.40
William Winkler Compa	392,794.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	392,794.20
Cameron-Reilly	404,879.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	404,879.75
Bacon Concrete Inc	418,440.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	418,440.40

*Low Bid Contractor:*    William Winkler Company

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$392,794.20	\$377,911.40	3.94	% Over Estimate
<i>Bid Totals</i>	\$392,794.20	\$377,911.40	3.94	% Over Estimate



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/30/2015
<b>Clerk's File #</b>	OPR 2014-0294
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2013129
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 15721
<b>Agenda Item Name</b>	0370 - CHANGE ORDER - 9TH & PINE RESERVOIR REPAINTING		

**Agenda Wording**

Change Order No. 3 to Contract with HCI Industrial & Marine Coatings, Inc. for 9th and Pine Reservoir Repainting; with an increase of \$151,481.13 and 22 working days (Total cost-to-date \$2,110,048.13). (East Central Neighborhood Council)

**Summary (Background)**

Change order provides payment for the contractor to complete removal and replacement of the sealant along the existing chine of the 9th and Pine Reservoir. The sealant at the chine, located at the base of the steel tank, should be removed during the exterior repainting and the area prepared and stripe coated. A backer rod is required prior to reinstallation of new approved sealant. Provisions for the removal of the old sealant, preparation of the are and reapplication of new sealant was not

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 39,512.59	#	4100 42490 34145 54801 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	Public Works 6/22/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	kbustos@spokanecity.org	
<b>Additional Approvals</b>		jsalstrom@spokanecity.org	
<b>Purchasing</b>		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

included in the original plans or project specifications but is required to complete the project. Total amount of Change Orders to date is \$224,868.13 or 11.9%.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# CITY OF SPOKANE

## CONSTRUCTION MANAGEMENT

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### CONTRACT CHANGE ORDER AGREEMENT NO. 3

HCI Industrial & Marine Coatings Inc.

2013129

9th and Pine Reservoir Repainting

May 6, 2015

Federal Aid Number: N/A

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☒ Change ordered by Engineer under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor

### PROPOSED CHANGE

All work shall be performed in accordance with the appropriate section(s) of the Contract Documents.

The contractor is directed to complete removal and replacement of the sealant along the existing chine of the 9th and Pine Reservoir. The sealant at the chine, located at the base of the steel tank, should be removed during the exterior repainting and the area prepared and stripe coated. A backer rod is required prior to reinstallation of new approved sealant. Provisions for the removal of the old sealant, preparation of the area and reapplication of new sealant was not included in the original plans or project specifications but is required to complete the project.

Bid Item #111 - Remove and Replace Sealant along Chine, will be created in the amount of \$16,635.63 and shall include all labor, equipment, and materials required to perform the described work.

The contractor is directed to prepare the surface of the interior gutters and roof valleys removing excessively thick coating material by scrapping and mechanically clean and prepare surface for roof coating. Application of one coat of 94H2O holding primer and two coats of Tnemec N140 one base and one intermediate coat and finish with Tnemec N27 epoxy primer and one coat of Tnemec series 73 endurashield. Provisions for the application of the Tnemec N27 epoxy primer and the Tnemec series 73 endurashield are included in the current specifications. The additional work for surface preparation and the additional coats of Tnemec N140 were not included in the original plans or specifications. Power washing of the roof revealed the built up material in the roof valleys that had been exposed during cleaning where the bond had failed causing the built up coating to peel off revealing metal corrosion. To prevent further degradation of the roof plating in the valleys, full removal of the excess failing coating and surface preparation of the valleys is recommended. The addition of the application of the Tnemec N140 base and intermediate coat is expected to resolve the issue of the coating degradation.

Bid Item #112 - Reservoir Exterior Roof Coating System mModification, will be created in the amount of \$134,845.50 and shall include all labor, equipment and materials required to perform the described work.

An additional 22 working days is added to the project for the described work and for weather related delays to the epoxy coating application to the exterior of the reservoir.

## COST SUMMARY

[illegible]

**THIS CHANGE ORDER AMOUNT: \$ 151,481.13**

## SIGNATURES

**Endorsed By :**

**CONTRACTOR**

DATE \_\_\_\_\_

**Approved By :**

PRINCIPAL ENGINEER - WATER DEPARTMENT

DATE \_\_\_\_\_

## ENGINEERING OPERATIONS MANAGER

DATE \_\_\_\_\_

CITY ENGINEER

DATE \_\_\_\_\_

**Attest :**

**CITY CLERK**

DATE \_\_\_\_\_

**CITY ADMINISTRATOR**

DATE \_\_\_\_\_

**Approved as to form:**

**ASSISTANT CITY ATTORNEY**

DATE \_\_\_\_\_

## CHANGE ORDER SUMMARY

	AMOUNT	% CHANGE		
Original Contract Amount:	\$ 1,885,180.00		110	Working Days
Total of Previous Change Orders:	\$ 73,387.00	3.9%	0	Working Days
This Change Order Amount:	\$ 151,481.13	8.0%	22	Working Days
<b>Revised Contract Amount:</b>	<b>\$ 2,110,048.13</b>	<b>11.9%</b>	<b>132</b>	<b>Working Days</b>

## CHANGE ORDER CATEGORY

Assign by percentage, the appropriate categories that best describe the reason for the change.

- 0 % **Agency Added Work:** Work was added by the Water, Sewer, Street, or other City Department. Also includes claims for loss of production, delays, and added traffic control associated with the agency added work.
- 0 % **Construction Revision:** Work was added during construction to better serve the public, the additional work typically relates to items that require "Field Designs" to fit local topography or special circumstances. Also includes claims for loss of production, delays, and added traffic control associated with the construction revision.
- 80 % **Unexpected Conditions:** Work was added to the project due to underground utility conflicts, unsuitable soil encountered, unanticipated rock removal, unanticipated ground water encountered, unanticipated utility repairs, environmental cleanup, or other unforeseen condition. Also includes claims for loss of production, delays, and added traffic control associated with unexpected condition.
- 0 % **Public Convenience or Management Directives:** Work or working days added to change the sequence of the project, accelerating the project or phase of the project, added or revised traffic control or detours to assist the traveling public in reaching their destination, or loss of production or delays due to accommodating public needs.
- 0 % **Private Utility Added Work:** Contractor claims for loss of production, delays, and added traffic control due to unanticipated work added by a private utility.
- 20 % **Errors and Omissions:** Work added due to design errors and omissions. Also includes claims for loss of production, delays, and added traffic control associated with the design error or omission.

## BUDGET ANALYSIS

Original Contract Amount:	\$	1,885,180.00
Total of Previous Change Orders:	\$	73,387.00
This Change Order Amount:	\$	151,481.13
Total Administrative Reserve:	\$	-
Total of Legislative Change Orders:	\$	-
Anticipated Overruns/Underruns:	\$	-
<b>Current Authorized Project Budget:</b>	<b>\$</b>	<b>1,885,180.00</b>
<b>Total Anticipated Project Cost:</b>	<b>\$</b>	<b>2,110,048.13</b>

## CHANGE ORDER LOG

C.O.#	DESCRIPTION	AUTHORIZED C.O. AMOUNT	ADDED DAYS	ANTICIPATED C.O. TOTAL
#1	Repair Openings	\$ 31,225.06	0	\$ 31,225.06
#2	Structural Repair of Roof and Openings	\$ 42,161.94	0	\$ 42,161.94
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				
#13				
#14				
#15				
#16				
#17				
#18				
#19				
#20				
#21				
#22				
#23				
#24				
#25				
#26				
#27				
#28				
#29				
#30				
TOTAL OF PREVIOUS CHANGE ORDERS:		\$ 73,387.00	0	\$ 73,387.00

## ANTICIPATED PROJECT OVERRUNS/UNDERRUNS

ITEM NO.	DESCRIPTION	CONTRACT AMOUNT	ANTICIPATED TOTAL	OVERRUN/ UNDERRUN	%
	Change Orders	\$ 73,387.00	\$ 73,387.00	\$ -	100.0%
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
				\$ -	#DIV/0!
ANTICIPATED OVERRUNS/UNDERRUNS:		\$		-	



DATE: 10/28/2014  
CO # 3 (Add to Change Order Log)

[illegible]

## HCI INC.

### Change Request Breakdown

MATERIALS: Itemize Materials Used							
Description	Comments	Cost Code	QTY	Unit	Unit Cost		Total
NSF SEALANT	SIKA 1A		60	TUBE	\$7.25		\$435.00
CONSUMABLES/TOOLS			180	HOUR	\$3.50		\$630.00
BACKER ROD	HANDY PACK		1	RL	\$54.69		\$54.69
BACKER ROD	MINI PACK		1	RL	\$14.70		\$14.70
SAUSAGE GUNS			2	EA	\$46.73		\$93.46
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
			0		\$0.00		\$0.00
FREIGHT			\$0.00		\$0.00		0
SUBTOTAL							\$1,227.85

**HCI OWNED EQUIPMENT**[illegible]**RENTALS/SERVICES/SUBS**

Vendor/Desc.	Cost Code	Qty	Rate	(Day- Wk- Month)	Total Time	Comments	Total
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	EA	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00

**HCI INC.**  
**Change Request Breakdown**

		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
PERF/PAYMENT BONDS	.01260-RATE	206.6	\$1.00	MM	1		\$206.61
<b>SUBTOTAL</b>							<b>\$206.61</b>
<b>TOTAL</b>							<b>\$16,420.46</b>
Overhead Material, Equipment, Rental & Subs							OH 5% \$71.72
Profit Material, Equipment, Rental, Subs							PR 10% \$143.45
ADD INSURANCE							0% \$0.00
Sales Tax							WSST 0.0% \$0.00
							\$0.00
<b>R THIS CHANGE REQUEST</b>							<b>\$16,635.63</b>

OWNERS AUTHORIZATION \_\_\_\_\_

DATE: \_\_\_\_\_

HCI INC. AUTHORIZATION \_\_\_\_\_

JOSEPH R CORNELIUS  
RANDY CORNELIUS

DATE: \_\_\_\_\_

10/28/2014

ICIS/WILBUR FLETCHER INC.  
BRUCE LARKIN  
PO BOX 41  
DAYTON, WA 99328  
509-990-5587  
blarkin@reagan.com

CITY OF SPOKANE WATER DEPARTMENT  
914 E. NORTH FOOTHILLS DR.  
SPOKANE, WASHINGTON 99207-2794  
509-625-7816  
[hmclean@spokanecity.org](mailto:hmclean@spokanecity.org)  
ATTN: HARRY A. MCLEAN JR., P.E.

RE: NINTH AND PINE RESERVOIR REPAINTING PROJECT NO. 20131029

- SURFACE PREPARATION AND COATING SYSTEM RECOMMENDATION FOR EXTERIOR ROOF SURFACES AND GUTTER
- TABS WELDED TO ENDS OF ROOF SUPPORT MEMBERS THAT ARE WEEPING RUST STAINS ON THE EXTERIOR SHELL

4/23/2015

These recommendations are the result of the 4/21/15 on site consultation with Scott McConnell the Tnemec representative, Harry McLean with the City of Spokane and phone conversations with Randy Cornelius, the general contractor HCI.

#### A. SURFACE PREPARATION

##### 1. INTERIOR OF GUTTER AND BOTTOMS OF ROOF VALLEYS

- a. Utilizing hand scrapers remove any and all excessively thick existing coating from bottom of roof valleys.
- b. Mechanically clean all surfaces of interior gutter and roof valleys (9" either side of bottoms) to SP-11 utilizing bristle blast equipment..

#### B. COATING SYSTEM FOR EXTERIOR ROOF VALLEY SURFACES AND GUTTER

##### 1. Interior surfaces of gutter and bottom of roof valleys (9" either side of bottom of valleys)

- a. Apply two coats of Tnemec N140 to all prepared surfaces at 4.0 to 6.0 mils DFT per coat.

Note: 94H20 may be used for a holding primer to negate recoat window issues.

**C. FINISH COATING SYTEM TO ALL SURFACES OF ROOF STRUCTURE  
INCLUDING BOTTOM OF ROOF VALLEYS**

- a. Apply one primer coat of Tnemec F27 Epoxy Primer to all surfaces (excluding gutter) at 2.0 to 3.0 mils DFT.
- b. Apply one coat of Tnemec Series 73 Endurashield to all primed surfaces at 3.0 mils DFT minimum.

**D. TABS WELDED TO THE ROOF SUPPORT MEMBERS THAT ARE WEEPING  
RUST STAINS ON THE EXTERIOR SHELL**

- a. Apply Sika Flex 1A to the un-welded open area of the clips welded to the underside of each roof support member that protrudes through the exterior area of the reservoir walls.

Regards,  
Bruce Larkin  
ICIS



HCI INC.  
Change Request Breakdown

TO: THE CITY OF SPOKANE  
PROJECT: 9TH AND PINE RESERVOIR REPAINTING PROJECT  
HCI JOB # W14009-2013129

DATE: 4/28/2015  
CO # 4 (Add to Change Order Log)

CHANGE REQUEST DESCRIPTION					FIXED	XXX
ROOF VALLEYS AND GUTTER WORK: SPECIFICATION WAS NOT WRITTEN FOR IMMERSION SERVICE FOR ROOF VALLEYS					T&M	
OR GUTTER, PREVIOUS GUTTER WORK HAS FAILED AND NEEDS RE-WORK. VALLEYS HAVE BUILTUP MEMBRANE COATING SYSTEM TO BE REMOVED						
NOT IN ORIGINAL SCOPE-IS ALSO EXPOSING ADDITIONAL CORROSION AND SUCCESSIVE LAYERS OF COATINGS- REQUIRING -FEATHER OUT BOTH SIDES						
INSTALL SPOT PRIME 94H20 TO CORROSION AND TWO COATS N140F TO VALLEYS.						
RE-POWERTOOL GUTTER INTERIOR AND INSTALL SAME 91H20/N140/N140 SYSTEM -IMMERSION SERVICE					ROM	
DIRECT LABOR COSTS With Markups						
Code Description		HRS	Rate	Extension	Comments	
REMOVE RUBBER COATINGS-VALLEY	ADD	184	\$57.71	\$10,619.00	NOT IN SCOPE-ADD	
PREPARE EXPOSED CORRODED STEELp	1656 SFT	165	\$57.71	\$9,522.00	ADDED EXPOSED CORROSION POWER TOOL	
PREPARE CORRODED STEEL BLAST	1656 SFT	165	\$57.71	\$9,522.00	BRISTLE BLASTER	
FEATHER EDGES -9" STRIP EA. SIDE	8280 SQFT	165	\$57.71	\$9,522.00	ADDED EXPOSED	
PRIME COAT 94H20 - 1656 SQFT	32EA	64	\$57.71	\$3,693.00	2 HOURS EA. VALLEY	
N140 BASE COAT-8280 SQFT	8280 SFT	128	\$57.71	\$7,387.00	NEW SCOPE	
N140 TOP COAT-8280 SQFT	8280SFT	128	\$57.71	\$7,387.00	NEW SCOPE	
GUTTER WORK - 3.16 SQFT-PLF	410LF		\$0.00	\$0.00	RE-WORK 50% OR 1296 SQFT	
RE-PREP GUTTERS-10 SQFT PH	1296 SFT	129	\$57.71	\$7,445.00	POWER TOOL	
RE-PREP GUTTERS-2 SQFT PH	129SFT	64	\$57.71	\$3,693.00	BRISTLE BLASTER	
SPOT PRIME GUTTERS	129 SFT	8	\$57.71	\$462.00	94H20	
FULL BASE COAT-N140 F	ST	50	\$57.71	\$2,886.00	N140	
FULL TOP COAT-N140F	ST	50	\$57.71	\$2,886.00	N140	
	ST	0	\$57.71	\$0.00		
TOTAL HOURS	ST	1300	\$0.00	\$0.00		
RUNNER HELPER ASSIST.	6 TO 1%	216	\$57.71	\$12,465.00		
SUPERVISION	7 TO 1	216	\$71.11	\$15,360.00		
	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
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	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
	ST	0	\$57.71	\$0.00		
TRAVEL TIME	TT	0	\$30.00	\$0.00		
OVER TIME - @ 25%	OT	433	\$25.00	\$10,825.00		

Phone 360-260-9250  
Fax 360-260-0096

**HCI INC.**  
**Change Request Breakdown**

SUBSISTENCE	Day	0	\$90.00	\$0.00	included in labor rate			
SUBTOTAL				\$113,674.00				

[illegible]



Phone 360-260-8250  
Fax 360-260-0096

**HCI INC.**  
**Change Request Breakdown**

		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
		0.0	\$0.00	MM	1		\$0.00
PERF/PAYMENT BONDS	.01260-RATE	1,670.0	\$1.00	MM	1		\$1,670.00
<b>SUBTOTAL</b>							<b>\$1,670.00</b>
							<b>TOTAL \$132,084.00</b>
Overhead Material, Equipment, Rental & Subs							OH 5% \$920.50
Profit Material, Equipment, Rental, Subs							PR 10% \$1,841.00
ADD INSURANCE							0% \$0.00
Sales Tax							WSST 0.0% \$0.00
							\$0.00
<b>FOR THIS CHANGE REQUEST</b>							<b>\$134,845.50</b>

OWNERS AUTHORIZATION

DATE:

HCI INC. AUTHORIZATION

JOSEPH R CORNELIUS  
RANDY CORNELIUS

DATE:

4/28/2015

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

07/13/2015

<u>Date Rec'd</u>	6/30/2015
<u>Clerk's File #</u>	OPR 2015-0584
<u>Renews #</u>	

<u>Submitting Dept</u>	BUSINESS & DEVELOPER SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JULIE HAPPY 625-7773	<u>Project #</u>	
<u>Contact E-Mail</u>	JHAPPY@SPOKANECITY.ORG	<u>Bid #</u>	RFP 4113-15
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0750 - CONTRACT - GREATER SPOKANE INCORPORATED		

Agenda Wording

Contract with Spokane Regional Chamber of Commerce dba Greater Spokane Incorporated (GSI) for Federal Lobbying Services (\$36,000.00) and Business Recruitment Assistance (\$56,440.00) for a total contract amount of \$92,440.00.

Summary (Background)

The contract for Business Recruitment and Federal Lobbying Services expired at the end of December. The RFP process is complete and the evaluation committee recommends award of the new contract to GSI. Contract term runs from July 1, 2015 to June 30, 2016 with an option of four one-year renewals. During this RFP process we also did a contract extension for Federal Lobbying Services and Business Recruitment Assistance from January 1, 2015 to June 30, 2015.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 36,000.00	#	0520 36200 11600 54101 99999
Expense	\$ 56,440.00	#	0750 30210 58100 54201 99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIMMONS, SCOTT M.	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	CHEC 6/29/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		jhappy@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	jahensley@spokanecity.org	
		jsalstrom@spokanecity.org	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE REGIONAL CHAMBER OF COMMERCE, dba GREATER SPOKANE INCORPORATED, whose address is 801 West Riverside Avenue, Suite 100, Spokane, Washington 99201-2147, as "GSI".

The parties agree as follows:

1. PERFORMANCE. GSI shall provide (A) FEDERAL LOBBYING SERVICES; AND (B) BUSINESS RECRUITMENT ASSISTANCE, in accordance with the following scope of work and Attachment Appendix A (attached hereto), which shall include, but not be limited to the following:
  - (A) FEDERAL LOBBYING SERVICES for the City through GSI's Contract with Kirkpatrick & Lockhart, Preston, Gates, Ellis LLP (K&L Gates), Washington D.C.
    - 1) Lobbying will include all City priorities; drafted by City Council and the Mayor each year with measured outcomes based on success.
    - 2) City priorities will be included in the GSI agenda each year and focused on by the lobbyist.
    - 3) Advise and assist the City in Washington, D.C. with regard to federal funding for programs addressing economic development, transportation, and public safety.
    - 4) Advise and assist the City in Washington, D.C. on federal legislation or regulation that does now or may in the future impact the City.
    - 5) Work with the Washington Congressional delegation, and other state delegations, as the issues require on behalf of the City and its leadership.
    - 6) Initiate regular contact with the Mayor, City Administrator and City Council to ascertain direction and report on status.
    - 7) Position the City to benefit from federal initiatives resulting from revisions to federal legislation, such as reauthorization of transportation bills.
    - 8) Monitor and advise the City on emerging legislation related to the upcoming Congressional session that could affect the City and the region, in either a positive or negative manner, and provide recommendations for a course of action as may be needed.
    - 9) Assist the City in identifying grants and other programs that may assist the City and the region in achieving its goals and priorities.
    - 10) Assist the City in developing and sustaining long-term, substantive relationships with federal elected officials, members of the Washington State Congressional delegation, their staffs, and appointed officials, both in Washington DC and in Federal Region 10. This may also include developing relationships with other western state delegations.

- 11) Advise and assist the City in identifying and developing working relationships with associations, stakeholder groups, organized coalitions and interest groups that interact in legislative and policy areas that affect issues important to the City and the region.
- 12) Monitor and report on the current federal legislative and budget process and report to the City both orally and in writing any proceedings or actions that may directly or indirectly impact the City.
- 13) Performance Measures:
  - a. Number of issues Lobbied for the City
  - b. Number of successes obtained for the City

(B) BUSINESS RECRUITMENT ASSISTANCE:

- 1) All site selectors shall be shown options within the City limits and City staff is invited to participate. In addition, City located attractions/venues are featured.
- 2) All site selector visits will include options in the City of Spokane.
- 3) Business recruitment, retention, expansion and assistance activities in addition to community capacity and regional planning.
- 4) Business recruitment will focus on four (4) industries:
  - a. Manufacturing
  - b. Aerospace
  - c. Medical
  - d. Tourism/Hospitality
- 5) Business recruitment will focus on three (3) Geographic areas:
  - a. The Yard (Northeast PDA land Area)
  - b. West Plains
  - c. University District
- 6) Performance Measures:
  - a. Number of businesses shown sites within the City of Spokane by industry category
  - b. Number of businesses shown sites by each of the Geographic Areas
  - c. What is the success rate of recruiting these businesses
  - d. What is the feedback from these industries on why we are competitive/non-competitive
  - e. Post mortem on businesses unsuccessfully recruited

2. REPORTING. GSI shall provide the Mayor, City Administrator and City Council with a regular report of activities and developments including, but not limited to, quarterly conference calls and/or periodic reports regarding legislative developments.

3. CONTRACT TERM. The Contract shall begin July 1, 2015 and shall run through June 30, 2016, unless terminated sooner. This Contract has the possibility of four (4) one (1) year extensions, upon mutual agreement of the parties.

4. COMPENSATION.

A. The City shall pay GSI THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$36,000.00) per year as full compensation for FEDERAL LOBBYING SERVICES provided under this Contract.

B. The City shall pay GSI FIFTY SIX THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS (\$56,440.00) per year for BUSINESS RECRUITMENT ASSISTANCE 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.

5. PAYMENT. GSI shall send quarterly applications for payment (along with is performance report) to the Office of the Mayor, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of GSI's application. If the City objects to all or any portion of the invoice, it shall notify GSI and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

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 Spokane Chamber for all work previously authorized and performed prior to the termination date.

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

10. INDEMNIFICATION. GSI 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 GSI, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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. GSI 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 GSI.

13. 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. GSI 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 GSI 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.

14. INSURANCE. During the term of the Contract, GSI shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to GSI's services to be provided under this Contract; and
- 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 for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from GSI or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, GSI shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided. GSI shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. 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

Approved as to form:

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

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

SPOKANE REGIONAL CHAMBER OF  
COMMERCE dba GREATER SPOKANE  
INCORPORATED

E-Mail address, if available: \_\_\_\_\_  
\_\_\_\_\_

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

Attachments that are a part of this Contract:  
Appendix A – GSI Oral Interview of 06/22

15-585a

\_\_\_\_\_

## **APPENDIX A**

### **GSI Oral Interview 6/22**

#### **Follow up and action items:**

- Set up a quarterly meeting
- Who should attend?
- Should the meeting be 1 hour or 2?
- Focus discussion around 1 of 4 items per quarter
  - Federal Lobbying results for the quarter
  - Business recruitment activities per industry and per district
  - Business assistance activities – retention, expansion, government contracting, entrepreneurship and international
  - Postmortems and feedback on why companies did or did not select the City of Spokane

#### **❖ Federal lobbying**

- K&L Gates sends monthly report and summary
- Distribute to Mayor's office & council (Brian McClatchey)
- Priority brochure
  - Concentrated focus for federal advocacy (spring)
  - Brochure established fall- approved by Board January
- Forward Fairchild Group- city has a seat
  - Favor of casino not location
  - Base is not in favor of site
  - In Governor's hands
- How to balance mayoral & council needs?
  - Common ground legislative agenda?
- K&L gates has provided
  - Funding & grant opportunities
  - Katherine's teams (Capital Programs) collaborate with K&L gates for grant opportunities?

#### **❖ Business Recruitment**

- Quarterly reports
  - Instead of an approach that focuses on the amount of time or number of properties, proposals, site selectors etc.
  - Hillyard, airport (west plains) look for more manufacturing opportunities that apply and work with our growth strategies and expansion needs
- Economic priorities & demographic drivers for the City & being prescriptive for what the city needs & wants!
  - Ie: hotel/ hospitality will develop as the area warrants naturally from occurring development
  - Retail
  - Technology- information technology
  - Manufacturing
  - Medical/healthcare
  - Aerospace
  - transportation
  - Others
- Improved communication between city & GSI
  - Incentive matrix with Andrew is great addition
  - Reporting from GSI & reporting city needs to GSI



- City representation at the right work force (action) economic meetings, collaborated development strategy
- Business growth
  - Retention expansion (BRE's) focus
  - Priority focus for new businesses or support for existing businesses?
  - Concentrated and focused Incentive use needs

**BRIEFING PAPER**  
**City of Spokane**  
**BDS**  
**June 29, 2015**

---

**Subject**

Contract Award for Federal Lobbying Services and Business Recruitment Assistance.

**Background**

The GSI Contract for Business Recruitment and Federal Lobbying Services expired at the end of December. The RFP process is complete and the RFP evaluation committee recommends award of the new contract to GSI.

**Impact**

The RFP evaluation committee is recommending GSI be awarded the contract for Business Recruitment Assistance and Federal Lobbying Services. The City has identified specific services included in the contract to be provided on an annual basis. Performance measures have been determined in advance and included in the contract by City staff and Council collaboratively.

**Action**

Award of contract to GSI for Business Recruitment Assistance and Federal Lobbying Services.

**Funding**

This is an annual contract for services with a 4 year renewable term.

\$92,440.00 annual for Federal Lobbying Services and Business Recruitment Assistance

\$36,000.00 - Federal Lobbying Services  
\$56,440.00 – Business Recruitment Assistance

## **City of Spokane**

**RFP #** 4113-15

**Title:** Business Recruitment Assistance and Federal Lobbying Services

### **Recommendation from the Evaluation Committee:**

Award GSI the Contract for Business Recruitment Assistance and Federal Lobbying Services

### **Members of the Evaluation Committee:**

- Julie Happy – Chair
- Scott Simmons – Interim Director Business and Developer Services
- Council Woman Mumm
- Andrew Worlock – Associate Planner
- Debra Robole – Senior Research and Policy Analyst

### **GSI Oral Interview Committee:**

- Julie Happy – Chair
- Scott Simmons – Interim Director Business and Developer Services
- Brian McClatchey, Policy Advisor to Council - in place of Council Woman Mumm
- Andrew Worlock – Associate Planner

### **Present from GSI**

- Steve Stevens – CEO GSI
- Robin Toth – Vice President Business Development

### **Summary of Evaluation Committee Process and Recommendation:**

- GSI was the sole respondent
- Individual Evaluation Committee members received and scored the RFP
- A meeting was set for 2 weeks after receiving the RFP to meet and discuss individual scoring and further questions or needs
- Tuesday, June 2, 11 a.m., the Evaluation Committee met and discussed the scoring of the RFP. It was determined that an oral interview was necessary to clarify performance measures.
- Monday, June 22, 8 a.m., the Evaluation Committee met with GSI and discussed the performance measures criteria. The notes from this meeting are attached as Appendix A

GREATER SPOKANE INCORPORATED

RESPONSE TO

CITY OF SPOKANE RFP #4113-15

MAY 15, 2015

May 18, 2015

City of Spokane – Purchasing  
4<sup>th</sup> Floor – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

RE: RFP #4113-15 Business Recruitment Assistance and Federal Lobbying Services

To Whom It May Concern:

Greater Spokane Incorporated (GSI) is pleased to submit a response in regard to the City of Spokane's above referenced Request for Proposal for Business Recruitment Assistance and Federal Lobbying Services. This is a dual-track submittal.

Designated by Washington State Department of Commerce and the Board of County Commissioners for Spokane County as the County's only associate development organization, GSI provides business recruitment, retention, expansion and assistance activities, in addition to entrepreneurship, international trade and government contracting support. GSI is also pleased to provide contract Federal Lobbying Services as well through our subcontractor, K&L Gates LLP.

### **Business Recruitment Assistance**

In 2007, the Spokane Regional Chamber of Commerce and the Spokane Area Economic Development Council merged to create GSI. The new organization provides a multitude of business support activities, including public policy and advocacy, workforce education and training, small business support and core economic development activities.

We focus on the recruitment of primary industries that drive the Spokane economy:

- *Advanced Manufacturing\* (7.2% of the economy)*
- *Agribusiness (.3% of the economy)*
- *Aerospace\* (included in advanced manufacturing)*
- *Distribution and Logistics (3.4% of the economy)*
- *Healthcare and Health Sciences\* (17.2% of the economy)*
- *Information Technology (2.4% of the economy)*
- *Professional and Business Services (10.2% of the economy)*



The selection of these industry clusters are driven by several factors, which include higher education programs, wage rates, sustained growth of the industries in the region, supply chains and the occupational location quotient (OLQ).

GSI's research shows that our local educational institutions have complementary programs for these industries, which is helping to drive workforce gains. In addition, our regional labor economist shows that job numbers and wage rates for these industries are increasing quicker than other industries.

Clusters act as a powerful magnet for business location and create diverse pools of skilled workers. They also attract new suppliers that congregate nearby for increased efficiencies. And clusters thrive on a steady stream of skilled workers, finance, infrastructure and a good business climate.

For other business assistance issues, we work with companies from across the economic spectrum.

Since 2001, GSI has assisted the City of Spokane with 79 business recruitment, retention and expansion projects.

- 2,876 direct jobs, plus an additional 2,000 jobs in the supply chain
- \$103M in annual direct payroll
- \$200M in construction
- \$580M in annual economic impact

## **Federal Lobbying Services**

For the federal lobbying services portion of the RFP, GSI is pleased to partner with K&L Gates, which has provided federal lobbying services to GSI for over ten years and the City for three years.

No firm knows more about Spokane's federal interests than K&L Gates. Starting with their office in Spokane, the firm has established deep roots in the community. The Washington, DC office of K&L Gates has the largest public policy practice of any Pacific Northwest law firm. The K&L Gates team in DC proposed to help the City consists of professionals (including former Senator Slade Gorton) who are from Washington State and are committed to advancing the City's federal agenda. They have coordinated GSI's federal advocacy efforts for over a decade, including support for TIGER transportation grants for the North Spokane Corridor, missions for Fairchild, and improved healthcare availability. K&L Gates has also managed our annual Washington, DC fly-in.

About three years ago, K&L Gates began to help the City on federal priorities, such as identifying federal grant opportunities, working with EPA to secure a very favorable result on storm and waste water, and promoting various economic development, public safety, and law enforcement initiatives.

Given K&L Gates' commitment to Spokane, their public policy experience, great federal connections, demonstrated successes for the community, and their synergy with existing work with GSI (and the City), they are an ideal partner for this proposal.

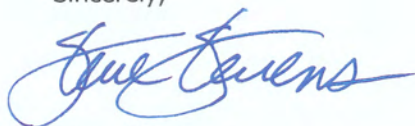
1. The individual responsible for undertaking the contracting for the activities to be delivered under a prospective contract with the City for Business Recruitment Assistance and Federal Lobbying Services is the following:

Mr. Steve Stevens, CCE  
President and CEO  
Greater Spokane Incorporated  
801 West Riverside, Suite 100  
Spokane, Washington 99201  
509.624.1393  
Fax (509) 747-0077  
1.800.SPOKANE  
[sstevens@greaterspokane.org](mailto:sstevens@greaterspokane.org)  
[www.greaterspokane.org](http://www.greaterspokane.org)

2. GSI is registered as a 501©6 non-profit organization, with a supporting entity 501©3 organization, operating in Washington State.
3. The office address shown above is the headquarters for Business Recruitment Assistance activities. Federal Lobbying Services will occur at our subcontractor, K&L Gates LLP, at their offices located at 1601 K Street NW, Washington, D.C. 20006. Review of the federal lobbying services will occur at the GSI offices in Spokane, prior to submitting to the City for payment.
4. The City requests GSI to identify current or former City employees employed by or on our governing board as of the date of the Proposal or during the previous twelve (12) months.
  - a. Board Members – To our knowledge, one former City employee is a board member of GSI – Mr. Roger Flint of CH2M Hill. In addition, Mayor David Condon holds a municipal position on our board.
  - b. Employees – We have determined that there are three former City employees that hold positions within GSI. They are:
    - i. Robin Toth – VP, Business Development
    - ii. Drew Repp – Business Development and International Trade Program Manager
    - iii. Isaac Lanctot – Membership Sales
  - c. After a review of the City's Code of Ethics, it does not appear that there are any issues with Mr. Flint or the employees since their tenure at the city was more than twelve months ago.
  - d. Mayor Condon has not been involved with the development of the RFP response.
5. GSI agrees to comply with all terms and conditions set forth in the Request For Proposals, unless otherwise agreed by the City of Spokane.

Thank you for the opportunity to present this proposal to the City of Spokane. We look forward to hearing back from the review team on any questions or comments on our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Stevens", with a stylized, cursive script.

Steve Stevens  
President and CEO  
Greater Spokane Incorporated





May 8, 2015

## ADDENDUM NO. 1

### REQUEST FOR PROPOSALS #4113-15 – BUSINESS RECRUITMENT ASSISTANCE AND FEDERAL LOBBYING SERVICES

This Addendum 1 to Request for Proposals #4113-15 for Business Recruitment Assistance and Federal Lobbying Services is being issued to revise language and to provide answers to questions received.

1. In Paragraph 1.3 “FUNDING” of Part 1 “INTRODUCTION”, language has been revised. Additional wording is emphasized in bold. Replace the entire paragraph as follows:

REPLACE WITH:

#### 1.3 FUNDING

The City has budgeted an **annual** amount not to exceed \$92,440 for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

2. In Paragraph 4.5 “COST PROPOSAL” of Part 4 “PROPOSAL CONTENTS”, language has been revised. Additional wording is emphasized in bold. Replace the entire paragraph as follows:

REPLACE WITH:

#### 4.5 COST PROPOSAL

The maximum fee for this contract **for 2.1 “SCOPE OF SERVICES FOR BUSINESS RECRUITMENT ASSISTANCE” AND 2.2 “SCOPE OF SERVICES FOR FEDERAL LOBBYING SERVICES”** shall not exceed \$92,440 **annually** to be considered responsive to this RFP.

**The maximum fee for this contract for 2.1 “SCOPE OF SERVICES FOR BUSINESS RECRUITMENT ASSISTANCE” only shall not exceed \$56,440 to be considered responsive to this RFP.**

**The maximum fee for this contract for 2.2 “SCOPE OF SERVICES FOR FEDERAL LOBBYING SERVICES” only shall not exceed \$36,000 to be considered responsive to this RFP.**

The evaluation process is designed to award this procurement not necessarily to the Firm of least cost, but rather to the Firm whose Proposal best meets the requirements of this RFP.

Q: The RFP includes two separate scopes of work: one for services for business recruitment assistance and the other for federal lobbying services. Can we respond to just one of these scopes, and not both?

A: Proposals can be submitted for one scope or both combined.

Q: The period of performance is through the end of 2020. Should the successful firm assume there will be a contract covering the entire five-year period?

A: The period of performance (contract term) is five (5) years.

Q: The funding budgeted for this "project" is capped at \$92,440. Does this amount cover the entire period of performance, or about \$1,400, on average, per month?

A: \$92,440 is an annual amount.



Connie Wahl, C.P.M., CPPB  
Purchasing

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PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

GREATER SPOKANE INCORPORATED  
Company

  
Authorized Signature





MAY 12, 2015

## ADDENDUM NO. 2

### REQUEST FOR PROPOSALS #4113-15 – Business Recruitment Assistance and Federal Lobbying Services

This Addendum 2 to Request for Proposals #4113-15 for Business Recruitment Assistance and Federal Lobbying Services is being issued to revise language and to provide answers to questions received.

1. In Paragraph 1.4 “PERIOD OF PERFORMANCE” of Part 1 “INTRODUCTION”, language has been revised. Revised is emphasized in bold. Replace the entire paragraph as follows:

REPLACE WITH:

#### 1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP **will be for a five (5) year term to begin upon signing.**

2. In Section B of Paragraph 4.4 “MANAGEMENT PROPOSAL” of Part 4 “PROPOSAL CONTENTS”, language has been deleted. Deleted wording is identified by double strikeout. Replace the entire paragraph as follows:

#### B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: Federal Lobbying Services, **and** Business Recruitment Assistance, ~~and International Trade Alliance~~. Confirm compliance with minimum requirements in Part 1 “Introduction”, Paragraph 1.2 “Minimum Requirements”.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the references provided.

- e. January 2019 to December 2019 and
- f. January 2020 to December 2020.
- A. The period of performance will be five (5) years. See Line 1 of this addendum with revised wording for Paragraph 1.4 "Period of Performance". This overrides and replaces any previous communication.
- Q. Page Two – Section 1.6 - The RFP references that former City employees have restrictions. One of our staff worked for the City as a contractor/consultant/project manager. Will this count as an employee? No benefits were paid and the person was reimbursed on an hourly basis.
- A. The response from the City Legal Department has been copied below. If there is any doubt regarding whether an employee was a previous City employee or not, disclose the details of the employment with your Proposal to be considered by the City evaluation committee.

**LEGAL CONSIDERATION OF EMPLOYEE VS. INDEPENDENT CONTRATOR:**  
Employee vs. an independent contractor, all information that provides evidence of the degree of control and independence must be considered.

### **Common Law Rules**

Facts that provide evidence of the degree of control and independence fall into three categories:

1. Behavioral: Does the company control or have the right to control what the worker does and how the worker does his or her job? If YES, then Employee
2. Financial: Are the business aspects of the worker's job controlled by the payer? (These include things like how worker is paid, whether expenses are reimbursed, who provides tools/supplies, etc.) If YES, then Employee
3. Type of Relationship: Are there written contracts or employee type benefits (i.e. pension plan, insurance, vacation pay, etc.)? Will the relationship continue and is the work performed a key aspect of the business? If YES, then Employee

Businesses must weigh all these factors when determining whether a worker is an employee or independent contractor. Some factors may indicate that the worker is an employee, while other factors indicate that the worker is an independent contractor. There



is no "magic" or set number of factors that "makes" the worker an employee or an independent contractor, and no one factor stands alone in making this determination. Also, factors which are relevant in one situation may not be relevant in another.

The keys are to look at the entire relationship, consider the degree or extent of the right to direct and control, and finally, to document each of the factors used in coming up with the determination.

Q Page Two – Section 2.1.4d - Business Recruitment, What does the section regional planning and community capacity pertain to? Can we ask for clarification of Tourism/Hospitality industry? This is not a primary industry that is recruited by our organization or other peer organizations that we are aware of. We'd like to understand what the City's intent is here.

A Regional planning refers to a holistic look at the City of Spokane in regards to area planning. Identifying potential growth areas, identifying zoning needs for optimal area utilization, identifying zoning change needs, identifying cluster opportunities for business and residential zoning needs, aligning economic growth business needs for the area, aligning growth opportunities that comply with our Comprehensive Plan; evaluating what exists, what is missing, where the opportunities are and providing assistance for those identified growth and zoning opportunities.

The tourism/hospitality area is an important aspect of economic development in a City. A recent presentation by the EWU Policy Institute talked about multiplier effects of area businesses and this is an area identified as one of those high multipliers in recent economic presentations. Hotels and growth in areas for the tourism and hospitality industry is a key multiplier for economic growth

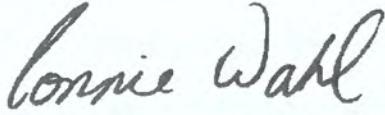
Q Page 4 – Section 3.3.a - Can you please explain the digital document reference in regards to four copies?

A The limitation is to avoid ending up with numerous digital documents to upload. In the past, CDs and Thumb drives received have split the Proposal into many documents such as one digital document for the cover sheet, another for resumes, another for letter of submittal, etc. which makes copying to the City electronic project file more complicated and increases the risk that one of the documents may become separated.

Q Page 7 – Section 3.13 - Please clarify that the proposer needs to provide services to other public agencies at the same contracted price per this proposal? Do you mean the full amount of the proposal, or the hourly burdened rate of the staff? Each public agencies requests different activities so it would be difficult to provide those activities at the budget of the City proposal.

A This is standard boilerplate language that would allow another agency to piggyback a City of Spokane contract if the Firm agreed. The Firm has the right to refuse any request by another agency. Due to varying scopes of work as mentioned, it is unlikely that an agency would pursue an interlocal agreement and request to piggyback the contract.

- A Minor reporting will occur quarterly with a more comprehensive annual update to Council.  
Contract payout will be quarterly.




Connie Wahl, C.P.M., CPPB  
Purchasing

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PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID,  
OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

GREATER SPOKANE INCORPORATED  
Company

  
Authorized Signature

# **GSI**

# **TECHNICAL PROPOSAL**





## GSI

### TECHNICAL PROPOSAL

#### Scope of Services

#### ***Project Approach/Methodology – Economic Development***

Economic Development can't be expressed by a single definition. It's really described in terms of objectives. Greater Spokane Incorporated (GSI) is focused on growing jobs and business investments in Spokane, which increases wealth and improves the quality of life.

Many people consider economic development a science. At GSI, we consider it an art. The process of economic development influences growth and restructuring of an economy to enhance the well-being of a community.

The value proposition for economic development is based on the local business climate. A positive business climate is integral to being successful in economic development. There are many factors that business owners utilize to gauge whether a certain location is right for their company. These include, but are not limited to:

- Business and income taxes
- Workforce availability
- Energy costs
- Market size
- Quality of local services
- Cost of living
- Quality of life
- Environmental regulations
- Permitting, licensing and reporting regulations
- Real estate costs and availability
- Infrastructure
- Access to financing and capital
- Incentives

GSI understands that the City is looking to drive economic development within their boundaries to increase jobs and new private investments, and is looking for an organization to help them with their objectives. As the designated associate development organization for the region, GSI is the premier organization that can assist the City to achieve these objectives.

While the title of the RFP specifically mentions Business Recruitment Assistance, it also requests additional services such as retention, expansion and assistance services. We will highlight those areas, but also provide some information on the other programs in our portfolio such as International Trade, Entrepreneur Support and Government Contracting.

#### ***Outbound Business Recruitment***

A lot of focus in economic development is landing the BIG FISH – aka, business recruitment. GSI leverages marketing programs to promote Spokane to identified and vetted external audiences. We

market the community to site selectors, corporate real estate brokers and companies outside the region by a number of tools, including monthly newsletters, annual publications, videos, multiple websites, direct calls and emails, recruiting trips, trade missions and shows, industry association memberships, advertisements in industry publications and personal staff contact.

GSI utilizes the international Dun and Bradstreet company database which provides data on public and private companies. In addition, we also subscribe to a Site Selector database which is updated every quarter with new or revised contact information for site selectors and real estate brokers working in private companies.

GSI also subscribes to economic impact assessment software that allows us to calculate the economic value to the City of Spokane for each project, including payroll, taxes and economic impact for all activities.

These activities are all tracked through a client relationship management (CRM) database, salesforce.com. Outcomes and deliverables for economic development activities are exported from this system for reporting purposes.

### ***Business Retention and Expansion***

Healthy communities have strong, healthy businesses. In many cases, business retention is just as important as recruitment as real job growth over time comes from local business expansion. Surveys show that more than 80% of growth in a community comes from existing businesses. Retention programs assist business to prevent their relocation and to help them survive in difficult times. This is typically accomplished through a series of periodic surveys, interviews and visits, helping to strengthen existing companies, establish early warning systems for at-risk businesses, encourage alignment within the local education system for workforce issues and ensure that public programs are meeting local business needs. These visits and interviews are also tracked within the CRM system.

### ***International Trade***

With more than 95 percent of the world's population and roughly 70 percent of the purchasing power located outside the United States, the global marketplace represents a significant opportunity for small and medium-sized businesses to grow their customer base. Assisting local businesses in entering or expanding in these foreign markets is in lockstep with GSI's goal of business retention and expansion. Our program provides education events to discover foreign markets, what is needed to take products or services into those markets, and how to navigate trade regulations. Through our trade relations efforts we build relationships with foreign governments, companies, and trade groups to help facilitate connections for local businesses. We promote the importance and economic impact of trade, and, in collaboration with our Public Policy team, we advocate for advantageous trade policy. Our business assistance efforts can range from resource connections to market research.

### ***Entrepreneur Support***

A thriving entrepreneurship community is critical to the economic growth and vitality of any region, with new and young companies being a critical source of job growth in a local economy. Startups and entrepreneurs are by definition risky entities, tackling new challenges and forging new products and services only from an idea. A community that supports and cultivates entrepreneurship can help remove unnecessary risk and clear the path for startup ecosystems to thrive and grow. Through programs such as Startup Spokane and Share Space Spokane, entrepreneurs in the Spokane region are gaining access to critical programs like mentorship, low-cost professional workspace, business coaching, and educational events, and plugging into all the resources and communities that Spokane has to offer for young companies. Startup Spokane was designed to be the first point of contact for entrepreneurship assistance in the region. Through this website, entrepreneurs are taking advantage of the resources that

Greater Spokane Incorporated and the regional community can offer to help their business thrive and grow.

### ***Government Contracting***

Eastern Washington PTAC is a member of the Washington State Procurement Technical Assistance Center (PTAC). Our organization works to give businesses the opportunity to thrive in the government-contracting marketplace. Our mission is to increase the number of government contracts awarded to local Washington and regional firms so that those firms can grow. We provide no cost, confidential, one-on-one technical assistance in 12 Eastern Washington counties for all aspects of selling to federal, state, and local governments. PTAC advises businesses on bid reviews, marketing assistance, contract performance, small business designations, and more. PTAC hosts procurement training classes and seminars, and helps businesses register with the correct databases in order to compete for government contracts. With the help of PTAC, Washington State companies have been awarded millions in government contracts since 2009.

The efforts of our entire organization – whether in business assistance, workforce education and training, or advocacy – are all programmed to increase our economic vitality. Economic Development is not accomplished in a vacuum – it's done with a number of local partners, including GSI board members, Department of Commerce, municipalities, utilities, developers, educators and others. ***It definitely takes a village.***



*Work Plan – Scope of Services*

*Project Requirements – Economic Development*

1. All site selectors will be shown options within the City limits and City staff is invited to participate. In addition, City located attractions/venues will be featured.

**Response:**

**More than 98% of all site selection is done via a GIS website when companies are looking at prospective locations. Therefore, when an inbound or outbound prospective site selector or company visits the region, they may have already identified sites or locations they want to visit. These representatives typically use tools like our community's GIS site, [www.selectspokane.com](http://www.selectspokane.com).**

**More often than not, these visits will be made to several communities without identifying the company. We will know an industry, but won't have access to other company information. GSI will do their utmost to encourage attention to be given to alternative sites within the City of Spokane that also meet their requirements.**

**When hosting a visit of a prospect, GSI will include, as part of the regional tour, opportunities to view city located attractions and venues. If the City has specific sites that they would like shown, GSI would recommend that be included as part of the contract negotiation and documentation.**

**GSI will request that City staff be included when touring City of Spokane sites. GSI will encourage the site selector or company to consider the request of adding staff members from the City of Spokane. If the representative agrees, the staff person may need to sign a non-disclosure agreement. GSI will ensure that the City is aware of the site visit as soon as possible after the scheduling of the visit and during the reporting period.**

2. All site selector visits will include options in the City of Spokane.

**Response:**

**As mentioned above, when an inbound or outbound prospective site selector or company visits the region, they may have already identified sites or locations they want to visit. While most site selection is done ahead of the recruiting trip, GSI will do their utmost to encourage attention to be given to alternative sites within the City of Spokane that also meet their requirements.**

3. Business recruitment, retention, expansion and assistance activities in addition to community capacity and regional planning.

**Response:**

**Business Recruitment –** As mentioned above, GSI will perform outreach to site selectors, corporate real estate brokers and private/public companies through a targeted marketing campaign, utilizing all of the economic development tools within our toolbox which includes:

- Multiple websites – [advantagespokane.com](http://advantagespokane.com), [selectspokane.com](http://selectspokane.com), [airspokane.com](http://airspokane.com), and [startupsokane.com](http://startupsokane.com)
- Outbound emails and calls in the City's requested industries (typically 300 per industry)
- Trade shows and trade missions
- Outbound site selector visits
- Annual publications
- Targeted newsletters
- Industry advertisements
- Prospect visits
- Industry associations

**Business Retention, Expansion and Assistance Activities –** As mentioned previously in this response, GSI has expertise in working with local companies to assist them with growth and expansion plans, in addition to retaining them in Spokane. The economic team's goals include annual visits to more than 200 regional companies, including a minimum of 75 business visits within the City of Spokane.

**Community Capacity and Regional Planning –** GSI will continue its participation with the City of Spokane in regards to community capacity and regional planning. We are proud of our commitment to the various targeted geographies referenced in the RFP from the City, which includes more than a decade of support for the University District, and more recently planning activities in the West Plains and at The Yard. GSI has supported these activities with financial support, in-kind support and economic development expertise.

GSI has also led the Comprehensive Economic Development Strategy for the region since 2001. This process has included numerous projects within the City of Spokane and has led to financial support from the Economic Development Administration in the completion of projects like the University District master plan, the Spokane Technology Center building and the former SIRTl revolving loan fund.

4. Business recruitment will focus on four (4) industries
  - a. Manufacturing
  - b. Aerospace
  - c. Medical
  - d. Tourism/Hospitality

**Response:**

**Manufacturing, aerospace and medical (healthcare and health sciences) are thriving and growing industries in Spokane with higher than U.S. industry location quotients, and occupational location quotients which are almost double for some occupations. Industries are selected by GSI based on their ability to provide well-paying jobs and promises of high growth.**

**The OLQ is an analytical statistic that measures a region's occupational specialization relative to a larger geographic unit; in this case the U.S. For the Spokane region, a recent analysis indicates that three of the clusters that are identified by the City of Spokane have higher OLQs than the nation. Those include:**

- **Spokane OLQ of 1.98 in aircraft mechanics and senior technicians indicates that the Spokane region has almost a double the national concentration of this occupation than the nation. The OLQ for avionics technicians is more than double at 2.06.**
- **In advanced manufacturing, the region has four occupations that are significantly higher than the nations – 1.49 for machine operators, 1.86 for coating, spraying and painting machine setters, 1.63 for industrial machinery mechanics and 1.64 for sheet metal works.**
- **For health sciences, the OLQ in Spokane is substantially higher than the nation at 2.37.**

**Tourism and Hospitality has not been a focus of GSI; however, we understand that the City is very interested in growing this area of the economy. GSI will convene a focus group with the Downtown Spokane Partnership and Visit Spokane to create a proactive plan and a long-term process for actively recruiting and assisting organizations in this industry that fit the profiles in which the City is interested.**

5. Business recruitment will focus on three (3) geographic areas
  - a. The Yard (Northeast PDA land area)
  - b. West Plains
  - c. University District

**Response:**

**GSI is already very involved in all three areas mentioned in this RFP.**

**The Yard – Team members at GSI have participated in the advisory committee that led to the establishment of the PDA, brownfields funding opportunities and the brownfields consultant selection committee. This area is particularly attractive to manufacturing and logistics and distribution companies, especially once the NSC is completed. GSI will include The Yard in all pertinent packages being sent out to site selectors and/or companies and as part of the overall marketing for the area. Any information available from the City about incentives and other concessions would be helpful to have in this marketing.**

**West Plains – Team members at GSI have been very engaged in the efforts in West Plains to attract aerospace companies, in fact co-chairing the AIR Spokane team and administering the recent ICFI consultant study that identified target companies that would be ideal for this area. GSI will include the West Plains properties in all pertinent packages being sent out to site selectors and/or companies and as part of the overall marketing for the area. GSI manages the [airspokane.com](http://airspokane.com) website which will be used as the digital portal for aerospace recruitment on the West Plains.**

**University District – Team members at GSI have been part of the University District project since its launch of the Master Plan in 2004. Members currently sit on the UDDA and the UDPDA boards, in addition to the UD marketing and communications committee. GSI is a sponsor of this program as well. GSI will include the University District in all pertinent packages being sent out to sites electors and/or companies and as part of the overall marketing for the area. Our team is also working closely on a commercialization analysis of this area which should help inform future recruitment prospects and provide tools for helping local researchers move to the next level in the commercialization process.**



## 6. Performance Measures

- a. Number of businesses shown sites within the City of Spokane by industry category
- b. Number of businesses shown sites by each of the Geographic Areas
- c. What is the success rate for recruiting these businesses
- d. What is the feedback from these industries on why we are competitive/noncompetitive
- e. Post mortem on businesses unsuccessfully recruited

### Response:

**GSI uses a state-of-the-art salesforce.com system which will enable us to pull all the data mentioned in item 6. We have been providing information to the City on a quarterly basis about visits, properties shown, new proposals, etc. We will add the relevant information to our CRM which will enable us to provide this specific information to the City on a regular basis. This schedule should be outlined in the contract between the City and GSI. In addition, there could be other performance measures that we would include during regular reporting periods.**

### **Deliverables**

- a. Number of outreach interactions by industry
- b. Number of site selectors or business representatives shown sites in the City of Spokane
- c. Number of shown sites by industry:
  - 1) Manufacturing
  - 2) Aerospace
  - 3) Medical
  - 4) Tourism/Hospitality
- d. Number of shown sites by geography
  - 1) The Yard
  - 2) West Plains
  - 3) University District
- e. Number of City of Spokane properties included in proposals by industry
  - 1) Manufacturing
  - 2) Aerospace
  - 3) Medical
  - 4) Tourism/Hospitality
- f. Number of City of Spokane properties included in proposals by geography
  - 1) The Yard
  - 2) West Plains
  - 3) University District
- g. Number of new jobs for successful City of Spokane projects
- h. Dollar amount of new payroll for successful City of Spokane projects
- i. Annual economic impact for successful City of Spokane projects
- j. One-time construction impact for successful City of Spokane projects

- k. Dollar amount of annual new taxes generated for successful City of Spokane projects
- l. Number of visits to existing City of Spokane businesses
- m. Number of expansion or retention projects in the City of Spokane
- n. Number of CEZ applications from City of Spokane businesses
- o. Number of business assistance projects in the City of Spokane
- p. Number of government contracting clients in the City of Spokane
- q. What is the success rate for recruiting these businesses
- r. What is the feedback from these industries on why we are competitive/noncompetitive
- s. Post mortem on businesses unsuccessfully recruited

# **K&L Gates**

## **TECHNICAL PROPOSAL**



## K&L Gates

### TECHNICAL PROPOSAL

#### Scope of Services

#### ***Project Approach/Methodology – Federal Lobbying Services***

#### **Firm Overview**

K&L Gates LLP comprises more than 2,000 lawyers who practice in fully integrated offices located on five continents: Anchorage, Austin, Beijing, Berlin, Boston, Brisbane, Brussels, Charleston, Charlotte, Chicago, Dallas, Doha, Dubai, Fort Worth, Frankfurt, Harrisburg, Hong Kong, Houston, London, Los Angeles, Melbourne, Miami, Milan, Moscow, Newark, New York, Orange County, Palo Alto, Paris, Perth, Pittsburgh, Portland, Raleigh, Research Triangle Park, San Francisco, São Paulo, Seattle, Seoul, Shanghai, Singapore, Spokane, Sydney, Taipei, Tokyo, Warsaw, Washington, and Wilmington.

K&L Gates represents leading global corporations, growth and middle-market companies, capital markets participants, and entrepreneurs in every major industry group, as well as public sector entities, educational institutions, philanthropic organizations, and individuals. Our practice is a robust full market practice—cutting edge, complex, and dynamic, and at once regional, national, and international in scope.

Our global platform uniquely positions us to bring to a matter the specific focused expertise needed to address the client's needs, supported where necessary by our multidimensional support.

#### **Public Policy and Law**

The K&L Gates bipartisan policy group operates at the intersection of public policy, law, and business. Founded four decades ago, at a time when few law firms had lobbying practices, the policy group has grown from a single lobbyist to become the largest of any fully integrated global law firm. A number of publications, including *Chambers USA*, a leading guide to the legal profession, have ranked the practice as one of the premier policy practices in the nation, as most recently in their 2014 edition, acknowledging that the firm “consistently ranks among the nation’s most influential law firms in lobbying and government policy work.” In July 2014, K&L Gates was ranked among the top five law firms in the *National Law Journal*’s Influence 50 survey. A detailed description of this practice can be found at <http://www.klgates.com/public-policy-and-law-practices>.

Success in federal lobbying requires effective advocacy. For over 40 years, K&L Gates has based our federal lobbying efforts on the following basic elements: (1) know your client and their substantive public policy issues; (2) know the federal policymaking process; (3) know the key decision-makers in Congress and in the federal agencies; and, most importantly (4) understand how to overlay process knowledge and access to develop and execute an effective strategy to advance the City of Spokane's (the "City") federal objectives.

The fundamental approach and methodology of K&L Gates is to deploy all of these elements of public policy advocacy. We would start by investing ourselves in completely understanding the City's priorities. Through our work as the City's Washington D.C. representative over the past three years, and working with GSI for over 10 years, we have developed a thorough understanding of the City's strengths and weaknesses. However, we propose to deepen this knowledge, if awarded this contract, by meeting with the City's officials early on to identify priorities and vet policy opportunities.

Our firm already has an extensive working knowledge of the federal public policy process. The professionals proposed for our public policy team to assist the City have over 60 years of experience working in Congress or within the federal agencies.

Our bipartisan relationships with the Washington State Congressional delegation are second to none, as we interact everyday with delegation members directly or through their staff. We also have excellent working relationships with senior officials in the federal agencies of interest to Spokane, including the Environmental Protection Agency (EPA), the Housing and Urban Development Department, the Department of Transportation and the Federal Highway Administration, and the Department of Justice.

However, our firm understands that process knowledge and relationships only go so far. The key to success for a public policy project is through developing and implementing a strategy that integrates our knowledge of the priorities and issues with process expertise and outstanding access. We pride ourselves on creative strategies that focus on a client's strengths while minimizing or working around possible weaknesses. Once a strategy is in place, it needs to be executed with a specific plan, including milestones to ensure proper follow-up.

We have deployed this approach and methodology for the City already (e.g., our efforts with the EPA on storm water), and we would be honored to be given an opportunity to continue our efforts by delivering additional public policy successes to the City.

### **Work Plan**

The description of the work plan for federal lobbying services closely tracks the specific scope-of-work defined in the request for proposal (RFP). To underscore this, we have outlined our work plan below as responses to each of the 13 points in the scope of services for federal lobbying activities identified in 2.2 of the RFP.

#### Scope of Services

1. Lobbying will include all City priorities; drafted by City Council and the Mayor each year with measured outcomes based on success.

Response:

K&L Gates, which would provide federal lobbying services as a subcontractor to GSI, fully understands that all of the City's priorities will be covered in our scope-of-work. We will advocate in support of every priority to the Congressional delegation and appropriate federal agencies. We fully expect to be evaluated on our success in achieving results on all the City's public policy priorities.

2. City priorities will be included each year and focused on by the lobbyists.

Response:

K&L Gates is committed to focusing on the City's priorities for each year of the five-year performance period.

3. Advise and assist the City in Washington, D.C. with regard to federal funding or programs addressing economic development, transportation, and public safety.

Response:

K&L Gates already has a rich history of helping the City secure federal funding and federal programmatic assistance in such areas as waste and storm water, CDBG and HOME Investment Partnership Programs, as well as the Promise Zone program, TIGER funding for the University District Bicycle & Pedestrian Bridge project, and the COPS program on smart policing and body cameras.

4. Advise and assist the City in Washington, D.C. on federal legislation or regulation that does now or may in the future impact the City.

Response:

K&L Gates has already been assisting the City on federal legislation, such as the Marketplace Fairness Act and infrastructure financing and tax-exempt bond authority, as well as federal regulations, such as EPA rulemaking.

5. Work with the Washington Congressional delegation, and other state delegations, as the issues require on behalf of the City and its leadership.

Response:

K&L Gates has deep and longstanding relationships with the entire Washington Congressional delegation, especially Rep. McMorris Rodgers and both Senators Murray and Cantwell. We have worked with the entire delegation on Spokane issues for over 10 years. As the issues dictate, we can also work with other Congressional delegations, such as Idaho where we have outstanding relationships, to advocate for the City's priorities.

6. Initiate regular contact with the Mayor, City Administrator, and City Council to ascertain direction and report on status.

Response:

K&L Gates will regularly communicate with City's officials and City Council on federal lobbying matters. As we do now, we will provide weekly updates on new federal grant solicitations suitable for the City and e-mail regular updates on the City's public policy priorities. We will also visit the City at least twice a year to meet with city officials to ascertain the priorities and develop implementation plans.

7. Position the City to benefit from federal initiatives resulting from revisions to federal legislation, such as reauthorization of transportation bills.

Response:

K&L Gates regularly tracks all federal legislation so we can advise the City of relevant revisions. Our substantive understanding of, and strong relationships with, the federal agencies enable us to position the City to take advantage of changes. In particular, we are currently closely monitoring the reauthorization of MAP-21 and assessing the impact on the City's community.

8. Monitor and advise the City on emerging legislation related to the upcoming Congressional session that could affect the City and the region, in either a positive or negative manner, and provide recommendations for a course of action as may be needed.

Response:

K&L Gates already tracks all major legislative developments in the current 114th Congress and will do so for every new session of Congress during the five-year performance period. Our team



of public policy experts will assess how emerging legislation impacts the City and prepare a strategy on how to advance the City's priorities as legislation is considered.

9. Assist the City in identifying grants and other programs that may assist the City and the region in achieving its goals and priorities.

Response:

K&L Gates already sends to the City weekly updates of new federal grant solicitations, which we can further customize to highlight the best and most relevant opportunities.

10. Assist the City in developing and sustaining long-term, substantive relationships with federally elected officials, members of the Washington State Congressional delegation, their staffs, and appointed officials, both in Washington D.C. and in Federal Region 10. This may also include developing relationships with other western state delegations.

Response

The K&L Gates team of 50 public policy professionals is extremely well suited to helping the City develop enduring relations with all the relevant federal decision-makers. We work every day with the Washington State Congressional delegation and all the staff. Through the large K&L Gates office in Seattle, and our offices in the City and Portland, we have excellent connections with all of the major federal Region 10 offices, such as the EPA and the Department of Transportation. Our other offices throughout the West further expand our relationships to many western state delegations, which can provide coalition opportunities for the City.

11. Advise and assist the City in identifying and developing working relationships with associations, stakeholder groups, organized coalitions, and interest groups that interact in legislative and policy areas that affect issues important to the City and the region.

Response:

The size and scope of the K&L Gates public policy team gives us outstanding access to many of the major stakeholder groups of interest to the City. We are well positioned to connect the City to coalitions, which can more effectively advocate for legislative and regulatory initiatives important to the City's region.

12. Monitor and report on the current federal legislative and budget process and report to the City both orally and in writing any proceedings or actions that may directly or indirectly impact the City. Follow up with individual City members and make lobbying trips to Washington D.C.

Response:

K&L Gates will provide the City weekly summaries via e-mail of federal legislative and budget/appropriations matters. We will be available to participate in regular conference calls, and visit the City at least twice a year with legislative and budgetary updates. Since we already

coordinate the annual GSI federal fly-in, we are extremely well positioned to assist the City council members and other officials on their Washington, D.C. visits.

13. Performance measures in terms of number of issues lobbied for the City and number of successes obtained for the City.

Response:

K&L Gates commits to abide by these performance metrics. We would be happy to prepare annual reports of our lobbying activities and successes achieved for the City. For example, we have already obtained a major success for the City in terms of working with the EPA on storm water compliance that saved the City's taxpayers and ratepayers substantial sums of money.

### ***Deliverables***

For federal lobbying services, the deliverables will be achieving the public policy priorities set each year by the City Council and the Mayor. The deliverables will likely include: federal grant awards; programmatic funding with the possibility of directive language in the annual appropriations bills; passage of legislation supported by the City, perhaps with amendments advocated by the City; defeat of legislation opposed by the City; approval, rejection, or modification (as the case may be) of proposed federal regulations, initiatives, and agency guidance statements; and efforts to improve relations with key federal decision-makers and stakeholders by arranging and participating in high-level meetings in Washington, D.C. and the City.

# **GSI MANAGEMENT PROPOSAL**



## GSI

### MANAGEMENT PROPOSAL

#### *Project Management*

#### **PROJECT TEAM STRUCTURE – BUSINESS RECRUITMENT ASSISTANCE**

In many communities, Economic Developers are considered Project Managers. Their roles consist of standard project management attributes such as planning, scheduling, monitoring, and managing economic development project activities such as:

- ✓ Supporting commercial, office and industrial development
- ✓ Attracting and assisting domestic and international businesses
- ✓ Evaluating projects on a cost-benefit basis
- ✓ Developing business finance plans
- ✓ Leading divergent stakeholder groups
- ✓ Administering grant applications and execution of successful awards
- ✓ Negotiating development agreements and contracts
- ✓ Preparing incentive requests and proposals with multiple parties

The GSI economic team consists of the following members:

Steve Stevens – President and CEO

Direct Report

Robin Toth – Vice President, Business Development

Direct Reports

Stan Key – Industry Manager

Advanced Manufacturing, Aerospace and Logistics/Distribution

Wendy Smith – Industry Manager

Professional and Business Services and Wine/Brew/Spirits

Gary Mallon – Industry Manager

Health Sciences, Clean Tech and Information Technology

Ryan Arnold – Entrepreneur Program Director

Drew Repp – Business Development and International Trade Manager

Jessica Kirk – PTAC Counselor

***Please see attachments at the end of this management section which include:***

- ***Resumes of GSI Staff***
- ***GSI Organizational Chart***
- ***Economic Development Team Organizational Chart***
- ***Economic Development Workflow Chart***
- ***Economic Development Weekly Report***

## **INTERNAL CONTROLS – BUSINESS RECRUITMENT ASSISTANCE**

Each person on the economic development team has an annual work plan that is used to gauge achievement of GSI organizational objectives. The work plan is integrated with weekly statistics so that each person and their manager are aware of performance.

Our CRM software allows us to track information weekly, monthly, quarterly and annually. Information gathered includes:

- Outbound calls/emails
- Visits to local companies
- Proposals developed
- Recruiting trips
- Trade shows
- Leads developed
- Wins and losses – all project types
- CEZ applications
- Industry meetings
- Partner collaboration
- Community asset building

This team of economic developers is supported by the other departments of GSI, including administrative, finance, membership, public policy and workforce development.

## STAFF QUALIFICATIONS – BUSINESS RECRUITMENT ASSISTANCE

Title	Name	% of Time	Activities
President and CEO	Steve Stevens	10	Management of the overall organization, including assistance with any economic development projects within the City of Spokane. Includes meetings and presentations to key stakeholders within the City and driving achievement of objectives of the proposal.
VP, Business Development	Robin Toth	10	Management of the economic development team, development and approval of work plans aligned with the City's objectives, review of activities to ensure that goals are met or exceeded, creation of incentive plans and contract and NDA negotiations for proposals and clients.
Industry Manager	Wendy Smith	10	Outreach and development of recruitment projects within the Professional and Business Services industry, and local business expansion and retention for local wineries, breweries and spirits makers.
Industry Manager	Stan Key	10	Outreach and development of recruitment projects within the Advanced Manufacturing, Aerospace and Logistics and Distribution industries, and local business expansion and retention visits to companies in these industries and their supply chains.

<b>Industry Manager</b>	<b>Gary Mallon</b>	<b>10</b>	<b>Outreach and development of recruitment projects within the Health Sciences, Clean Tech and Information Technology industries, and local business expansion and retention visits to companies in these industries and their supply chains.</b>
<b>Entrepreneur Program Director</b>	<b>Ryan Arnold</b>		<b>Supporting role – reference point for companies interested in entrepreneurship within the City of Spokane</b>
<b>Business Development/Trade</b>	<b>Drew Repp</b>		<b>Supporting role – reference point for companies interested in international trade within the City of Spokane</b>
<b>PTAC</b>	<b>Jessica Kirk</b>		<b>Supporting role – reference point for companies interested in government contracting within the City of Spokane</b>



## **EXPERIENCE – BUSINESS RECRUITMENT ASSISTANCE/OTHER RELEVANT EXPERIENCE**

GSI is licensed to do business in the State of Washington, and has been providing Business Recruitment Assistance since 2007, following the merger of the Spokane Regional Chamber of Commerce and the Spokane Area Economic Development Council (Spokane EDC). Prior to that time, the Spokane EDC has been responsible for business recruitment since being formed in 1974.

Four of the current GSI employees were formerly with the Spokane EDC. These employees are part of the team which will be responsible for performing services on the contract with the City of Spokane. Their experience is noted in the prior Resume section, and includes more than fifty (50) years of experience as a team in Business Recruitment and other economic development services.

## **EXPERIENCE – CONTRACTS – BUSINESS RECRUITMENT ASSISTANCE**

The following contracts have been undertaken for Business Recruitment Assistance during the past five years:

### **City of Spokane**

2011 Contract Period  
OPR-11-188  
Thomas E. Danek  
City Administrator  
City of Spokane  
Phone: unknown  
Email: [tdanek@spokanecity.org](mailto:tdanek@spokanecity.org)

2012 Contract Period  
OPR-12-0004  
Teresa Brum  
Division Director  
City of Spokane  
Phone: 509-625-6987  
Email: [tbrum@spokanecity.org](mailto:tbrum@spokanecity.org)

2013 Contract Period  
OPR-12-0004  
Linda Hattenburg  
City of Spokane  
Phone: 509-625-6013  
Email: [lhattenburg@spokanecity.org](mailto:lhattenburg@spokanecity.org)

2014 Contract Period  
OPR-2014-0295  
Linda Hattenburg/Jan Quintrall  
City of Spokane  
Phone: 509-625-6013  
Email: [jquintrall@spokanecity.org](mailto:jquintrall@spokanecity.org)

**Department of Commerce**

2009 to 2011 grant contracting period  
S10-75106-241  
Kathy Carlson  
Contracts Coordinator  
Business Services Division  
Washington State Department of Commerce  
Phone: 360-725-4187  
Email: [kathy.carlson@commerce.wa.gov](mailto:kathy.carlson@commerce.wa.gov)

2011 to 2013 grant contracting period  
S12-75106-338  
Kathy Carlson  
Contracts Coordinator  
Business Services Division  
Washington State Department of Commerce  
Phone: 360-725-4187  
Email: [kathy.carlson@commerce.wa.gov](mailto:kathy.carlson@commerce.wa.gov)

2013 to 2015 grant contracting period  
S14-75106-419  
Kathy Carlson  
Contracts Coordinator  
Business Services Division  
Washington State Department of Commerce  
Phone: 360-725-4187  
Email: [kathy.carlson@commerce.wa.gov](mailto:kathy.carlson@commerce.wa.gov)

**Spokane County**

2011 Agreement  
2011-0346  
Daniela Erickson  
Clerk of the Board  
Board of County Commissioners of Spokane County  
Phone: 509-477-2265  
Email: [derickson@spokanecounty.org](mailto:derickson@spokanecounty.org)

2012 Agreement  
2012-0232  
Daniela Erickson  
Clerk of the Board  
Board of County Commissioners of Spokane County  
Phone: 509-477-2265  
Email: [derickson@spokanecounty.org](mailto:derickson@spokanecounty.org)

2013 Agreement  
2013-0778  
Daniela Erickson  
Clerk of the Board  
Board of County Commissioners of Spokane County  
Phone: 509-477-2265  
Email: [derickson@spokanecounty.org](mailto:derickson@spokanecounty.org)

2014 Agreement  
2014-0208  
Daniela Erickson  
Clerk of the Board  
Board of County Commissioners of Spokane County  
Phone: 509-477-2265  
Email: [derickson@spokanecounty.org](mailto:derickson@spokanecounty.org)

2015 Agreement  
2015-0216  
Kari Grytdal  
Grants Administrator  
Spokane County  
Phone: 509-477-7273  
Email: [kgrytdal@spokanecounty.org](mailto:kgrytdal@spokanecounty.org)

GSI does not have contracts with other municipalities for business recruitment assistance. This work is done either through grants without a contract or through investments without a contract. Information for those investments is included below:

2011 through 2015 grants  
City of Spokane Valley  
No contract numbers  
Sarah Farr  
Accounting Technician  
City of Spokane Valley  
[sfarr@spokanevalley.org](mailto:sfarr@spokanevalley.org)  
509.921.1000

2011 through 2015 investments  
City of Liberty Lake  
No contract numbers  
Katy Allen  
City Administrator  
City of Liberty Lake  
Email: [kallen@libertylakewa.gov](mailto:kallen@libertylakewa.gov)  
Phone: 509-755-6728

2011 through 2015 investments  
City of Cheney  
No contract numbers  
Mayor Tom Trulove  
City of Cheney  
Email: [ttrulove@cityofcheney.org](mailto:ttrulove@cityofcheney.org)  
Phone: 509-498-9200

2011 through 2012, 2015 investments  
City of Airway Heights  
No contract numbers  
Albert Tripp  
City Administrator  
Email: [atripp@cawh.org](mailto:atripp@cawh.org)  
Phone: 509-244-5578

The cities of Deer Park, Medical Lake, Millwood and Newport are members of GSI and are supported by the GSI Economic Development team upon request.

## EXPERIENCE – REFERENCES – BUSINESS RECRUITMENT ASSISTANCE

Mr. Lawrence Stone  
President  
SCAFCO  
P.O. Box 11215  
6200 East Main Avenue  
Spokane, WA 99211-1215  
USA  
509.343.9000

Email: [lawrencestone@scafco.com](mailto:lawrencestone@scafco.com)

Project – following purchase of the former City of Spokane Playfair site, worked with Mr. Stone to assist in garnering incentives for his new Playfair Park commerce park. Have assisted with showing prospective tenants the park as a possible Spokane location.

Mr. Michael Doohan  
President  
K-L Manufacturing  
2726 N. Monroe  
Spokane, WA 99205-3355  
USA  
509.326.2350

Email: [Michael.doohan@klmfg.com](mailto:Michael.doohan@klmfg.com)

Project – assisted the company with application for the Community Empowerment Zone incentive for their new site and expansion.

Ms. Anne Schwartz  
Founder  
BioSense Solutions  
44 West Sixth Avenue  
Spokane, WA 99204  
USA  
509.954.7532

Email: [Annes@biosensesolution.com](mailto:Annes@biosensesolution.com)

Project – recruited Ms. Schwartz as the first HSSA grant recipient from outside the region. Her company has already received additional funds following her move to Spokane from Oregon.

## **EXPERIENCE – RELATED INFORMATION – BUSINESS RECRUITMENT ASSISTANCE**

There have been no contracts terminated for default in the last five years for Greater Spokane Incorporated.





# Louis E. (“Steve”) Stevens III

President and CEO

sstevens@greaterspokane.org

509.321.3635

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## Economic Development qualifications

*Steve is currently the leader of Greater Spokane Incorporated's Economic Development. He also has twenty years of experience as leader of the Northern Kentucky, 1,800 member, regional chamber of commerce serving 3 counties. He partnered on economic development initiatives with the Tri-County Economic Development Corporation (co-located in Chamber building), specifically with workforce development, business development, international trade and leadership development.*

## EXPERIENCE

### Greater Spokane Incorporated (GSI) – Spokane, WA

**2014 – Present**

*President and CEO*

- Top executive providing leadership and management of GSI, the regional chamber of commerce and economic development organization.
- Responsible for Economic Development, Workforce and Education, Public Policy, Marketing and Communications, Membership, and Finance Departments.
- Create and strengthen partnerships with natural and strategic allies across the region.

### Kentucky Chamber of Commerce – Ft. Mitchell, KY

**1994 – 2014**

*President and CEO*

- Led Chamber's public policy development on business issues and advocacy on behalf of the region's businesses.
- Served as lead advocate for major regional initiatives.
- Secured state funding of \$200+MM for capital projects by facilitating regional consensus process with business, government and community leaders with accompanying advocacy and lobbying efforts by the Chamber.

*Senior Vice President-Public Affairs*

**1999 – 2006**

*Vice President-Public Affairs*

**1994 – 1999**

- Managed public policy and advocacy functions of the organization, including grassroots program. Served as primary lobbyist for the organization.
- Staffed a region-wide consensus process to determine priority funding needs for capital construction and transportation projects for the region.

### Kentucky Chamber of Commerce – Frankfort, KY

**1991 – 1994**

*Director – Government Affairs and Small Business*

- Served as the Chamber's legislative issue specialist
- Coordinated the organization's public policy development and grassroots program.
- Developed a division to provide programming and service for small business sector of membership. Built regional councils across Kentucky and organized regular meetings.
- Served as the Chamber's lobbyist for small business issues

### Lou Stevens, Incorporated – Cincinnati, OH

**1983 – 1991**

*Vice President*

- Managed and supervised service and construction projects for his family's mechanical contracting firm
- Responsible for estimation and job-costing
- Developed a strong knowledge base of knowledge of and appreciation for small business to support future roles advocating for business.

## **EDUCATION & CERTIFICATION**

- American Chamber of Commerce Executives Certified Chamber Executive
- U.S. Chamber of Commerce Graduate, Institute for Organization Management
- University of Kentucky B.B.A. degree

## **PROFESSIONAL & COMMUNITY INVOLVEMENT**

- American Chamber of Commerce Executives; Benefits Trustee (current); Major Cities Council Member
- Kentucky Chamber of Commerce; Board of Directors (current)
- U.S. Chamber of Commerce; Member - Committee of 100 (current), Board Member - Accreditation Board (current)
- Northern Kentucky University Foundation; Board member (current)
- Gateway Community & Technical College Foundation; Board member (current)
- Kentucky Chamber of Commerce Executive of the Year – 2011
- Cincinnati Magazine's Power 100 rating of the Region's 100 Most Influential Leaders in Cincinnati/NKY MSA from 2007-2013. Top 25 list - 2011 (#22), 2012 (#18), 2013 (#18)
- Boy Scouts of America – Silver Beaver Award – 2010; Dan Beard Council; Board Member – 2012-Present, Council Operations Vice President 2010-2012, Chairman, Trailblazer District of Dan Beard Council 2008-2010, other past activities - Cubmaster, Pack 766, Advisor for Crews to Philmont, New Mexico & Seabase in Marathon, FL, Troop 717 – Ft. Mitchell, KY.
- Kentucky Chamber of Commerce Executives; Past President -1996
- Alpha Delta Gamma National Fraternity; National President - 1988-90
- Regional Youth Leadership Program - Past Chair and Co-Founder
- Legacy (Regional Young Professionals Organization) – Co-founder and Past President
- Ohio, Kentucky, Indiana Regional Council of Governments, "In-Motion Award"

# Robin Toth

Vice President, Business Development

rtoth@greaterspokane.org

509.321.3636

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## Economic Development qualifications

*Robin has 14+ years of economic development experience, both at the State and local level. She was a team member in the first economic development department at the City of Spokane, focusing on brownfields, technology and University District activities. At GSI, Robin leads a team of seven focused on growing family-wage jobs and private investments in the Spokane region. In addition, she is a participant on a number of state boards and associations that are centered on economic development growth for Washington.*

## EXPERIENCE

### Greater Spokane Incorporated – Spokane WA

Jan. 2005 – Present

*Vice President, Business Development*

- Participate with senior management and board of directors in developing business development strategic goals and objectives.
- Mentor and support seven-member sales and marketing team, including setting annual and quarterly goals and objectives.
- Identify target geographies and profile of targeted prospects.
- Lead client and prospect meetings.
- Utilize various software and CRM applications for prospecting and financial impact and analysis
- Manage and analyze portfolio of targeted industry contacts for external prospecting.
- Develop and update value proposition used in all marketing media.
- Produce annual marketing program and strategic marketing tactics for domestic and international outreach.
- Partner with municipalities, regional organizations and statewide boards on economic development activities to increase community capacity and regional growth.

### City of Spokane – Spokane WA

Apr. 2002 – Dec. 2004

*Economic Development Project Manager*

- Coordinate all aspects of economic development and marketing projects, including films, special events, University District, Wireless Downtown, Intelligent Community and real estate.
- Handle all media inquiries for Economic Development Office.
- Conduct market analyses for neighborhoods and programs.
- Design and write grant applications, nomination packages and specifications.
- Administer web sites, including development of copy and approval of graphical elements.
- Write and distribute municipal press releases and other public information pieces.
- Manage and coordinate municipal events.
- Provide marketing and community relations outreach activities.

### World Wide Packets, Veradale WA

Jun. 2000 - Oct. 2001

*Director, Marketing Programs*

- Directed and managed production of marketing communication requirements, including internal and external Web sites, product packaging, literature and promotional items.
- Managed and produced successful corporate events and effective trade show programs, achieving attendance goals and lead retrieval objectives.
- Performed industry and market research to measure success of marketing programs, and determine paths for future programs.
- Created and pitched customized media and marketing plans to customers and prospects.
- Developed and coordinated television, radio and print advertising programs for recruitment and corporate marketing.
- Responsible for initial corporate and annual marketing departmental budget planning and analysis.

**Webiness, Liberty Lake, WA****Jun. 1999 – Jun. 2000****Marketing Director**

- Developed creative marketing programs for high-tech dot com start-up company.
- Recruited, managed and trained corporate staff, including individuals in events, public relations, Web design and development, graphic design, art direction and technical and marketing writing.
- Managed successful corporate event, seminar and trade show programs.
- Public Relations contact for local and national media, press and analysts.
- Developed and coordinated television, radio, print and advertising programs for recruitment and corporate marketing.

**Packet Engines, Spokane Valley, WA****Mar. 1997 – Jun. 1999****Marketing Director**

- Developed annual and strategic marketing programs, and coordinated production of marketing communication requirements, including advertising, literature and promotional items.
- Performed industry and market research.
- Participated in corporate branding programs and product and service launches.
- Managed event, seminar and trade show program.
- Supported domestic and international sales and event efforts.
- Certified and audited internal ISO9000 program.

**Ittron, Inc., Spokane Valley, WA****Apr. 1989 – Mar 1997****Marketing Communications Manager , International Division**

- Developed annual marketing program and strategic marketing plans.
- Performed market research for worldwide activities of radio-based meter reading company.
- Sold high-tech automated meter reading hardware, software and service packages to utilities in the Asia/Pacific and Caribbean regions.
- Certified and audited internal ISO9000 program.
- Developed and participated in corporate training presentations for clients.
- Coordinated exhibitions, trade shows and user conferences.

**EDUCATION**

- Mount San Antonio College – Walnut, CA – B.A. Transportation and Logistics

**ASSOCIATIONS**

- Aerospace Futures Alliance – Board Member since 2005
- University District Marketing and Communications Committee – Member since 2005
- Washington Economic Development Association – Board Chair 2015 to 2017 (Board Member since 2008)
- Inland Northwest Economic Alliance – Board Member since 2008
- Clean Tech Alliance of Washington – Board Member since 2009
- Air Spokane – Team Member since 2012
- Washington Aerospace Partnership – Board Member since 2014
- Spokane Area Workforce Development Council – Board Member since 2014
- University District Development Board – Board Member since 2014
- University District PDA – Board Member since 2014
- Washington Aerospace Partnership – Board Member since 2014
- Spokane Area Workforce Development Council – Board Member since 2014

**Economic Development qualifications**

*Wendy has ten years of experience with economic development in the Spokane region. She has proven success in recruitment of new businesses and providing assistance for existing businesses. Previous related experience includes owning a small business with international clients and running the office of a tech start-up.*

**EXPERIENCE**

**Greater Spokane Incorporated – Spokane, WA**

**2004 – Present**

*Industry Manager*

- Responsible for recruitment, retention, expansion and assistance in the Business & Professional Services Industry.
- Other job responsibilities include: Economic Development marketing and communications, website, reporting, running economic impacts, organizing Spokane's quarterly national cost of living survey, representing GSI on selectspokane.com consortium.

*Marketing Coordinator*

- Responsible for producing electronic and print newsletters for local and national audiences, creating ads, planning site selector mailings, and updating the website.
- Working with Director on unified look and message for the new organization including designing a new website and updating collateral material.

*Project Coordinator*

- Reported to CFO of new organization. Worked on special projects for Public Policy, Funding and Community Events, Marketing, Workforce, and Economic Development Research.
- Assisted with projects such as grants, proposals, quarterly reports, surveys and events. Responsible for winning nomination package for the Abilene Trophy for Spokane in 2006.

*Executive Assistant*

- Originally hired to support President & CEO. Maintained calendar, files, phone, correspondence, travel arrangements.
- Provided confidential Board of Trustees support.
- Responsible for banking, check processing, record keeping, and direct mail.
- Knowledgeable of data and resources available at EDC and partner agencies. Software included MS Office, PowerPoint, MS Project, InDesign, Publisher, Illustrator, Photoshop, Acrobat, and ACT! and SBA Databases.

**U.S. Bankruptcy Court – Spokane, WA**

**2002 – 2004**

*Records and Reproduction Clerk*

- Contract for the period the Federal Court converted to a "paperless" system.
- All files transferred to electronic versions.

**Intag Systems – Spokane, WA**

**1995 – 2002**

- Responsible for bookkeeping, billing, communication with international clients and vendors, technical writing for software firm.
- Familiar with a variety of software programs; used PeachTree Accounting program.

**EDUCATION**

- University of California Los Angeles (UCLA) - Bachelor of Science in Kinesiology, Magna cum laude
- Continued education including software classes and Grant Writing Workshop

# Drew Repp

Business Development & International Trade Manager

drepp@greaterspokane.org

509.321.3634

## Economic Development qualifications

*Drew has 2.5 years of direct economic development experience, both at the State and local level. While with the State of Colorado he administered a state incentive program and as a team member at GSI he is involved in the varying components of business recruitment, expansion, and assistance. Additionally, he has worked for, and with, small businesses in various capacities, including as a Program Assistant with the Small Business Development Center.*

## EXPERIENCE

### Greater Spokane Incorporated – Spokane WA

Jan. 2014 – Present

#### Business Development & International Trade Manager

- Actively engage with local businesses to assist them in entering the export market or grow their existing export business.
- Develop educational programs and opportunities for local firms to learn how to conduct international trade and discover foreign market opportunities.
- Advocate for and promote international trade as an integral part of the region's economic health, and partner with Public Policy team to ensure advantageous trade policy.
- Connect businesses with resources, partners, and other specialists to facilitate international trade growth.
- Manage efforts of the International Trade Roundtable and sub-committees to advance the region as a hub for international trade.
- Pursue foreign business delegations and missions to visit the region, helping make connections with local businesses and government leaders.
- Coordinate trade relations efforts to build relationships with foreign governments, companies, and trade groups to help facilitate connections for local businesses.
- Establish and maintain relationships with vast partner network including but not limited to Washington State Department of Commerce, International Trade Administration and its various agencies, foreign Consulates, Washington Council on International Trade, Washington Small Business Development Center, Spokane Sister Cities, and higher education institutions.
- Create print and digital marketing content to connect businesses and stakeholders to trade resources and opportunities, as well as educate the community about the power and importance of international trade.
- Developing foreign investment strategy to attract new sources for growth and investment in the region and local communities.
- Generate business proposals for international firms that include incentive information, industry facts and figures, regional demographics, and any specific information requested by the client.
- Partnering with local stakeholders to establish Spokane as a location for international commercial arbitration.
- Manage economic development CRM tool (Salesforce) to maintain client and project records for tracking and reporting.

#### Economic Development Coordinator

- Provided support to VP of Business Development and Industry Managers, performing regular industry research and generation of project specific economic development data.
- Managed information elements, including CRM database and generation of data for state and local reporting.
- Conducted economic research used by partners and the community for activities ranging from grant applications to public addresses.
- Maintained economic development collateral including websites, directories, and client resources to facilitate core activities of business recruitment, expansion and assistance.
- Assisted local firms with startup and expansion activities, providing resources, real estate information, and data.
- Managed key elements of new Startup Spokane program including launch and maintenance of StartupSpokane.com, resource aggregation, production of monthly newsletter, social media content creation, and integration of ConnectNW programs.
- In six months doubled Share Space Spokane usage to 17 members resulting in gross monthly revenue of \$1,385.
- Orchestrated Equity Crowdfunding Seminar and Pitch Panel events connecting local entrepreneurs to education and networking opportunities.

**Governor's Office of Economic Development & International Trade – Denver, CO****Aug. 2011 – Nov. 2012*****Program Manager - Office of Film, Television & Media***

- Administered \$3 million in performance-based incentive funds including assessment of applications, presentation of projects for review by the Economic Development Commission (EDC), and contract maintenance.
- Prepared funding request for the Office of State Planning & Budget that highlighted program performance and need for continued funding.
- Worked closely with elected officials, industry leaders, and legislative liaison to pass HB 12-1286.
- Represented office at local committees and industry partner meetings, provided updates on incentive program and advised on best practices, film friendliness, and related issues.
- On a daily basis responded to concerns and criticisms of constituents, assisted productions in identifying resources, and served as liaison to government agencies for those in the film industry.
- Developed new program contracts to improve operations and outcomes, successfully partnering with the Department of Personnel & Administration and the Office of the Attorney General.
- Streamlined program administration by writing concise procedures & guidelines, application, and audit requirements that adhered to statute, resulting in more qualified applicants and fewer superfluous inquiries.
- Reviewed incentive program applications including budgets, expected economic impact, and estimated local hires, to determine compliance with Colorado Revised Statutes and prepared recommendation for the EDC.

***Program Assistant – Colorado Small Business Development Center (SBDC)***

- Researched productivity of SBDC Network and performed comparison to similar states, assembling data and information used by the State Director to showcase performance to stakeholders.
- Wrote and published monthly newsletter and weekly small business tip utilizing Constant Contact.
- Benchmarked performance of 14 centers in agreed-upon goals and provided monthly report cards of progress.
- Transformed data to graphically illustrate monthly, quarterly, and yearly counseling & client satisfaction trends.
- Tracked small business performance data including job creation, capital formation, and job retention.

**Benjy Dobrin Studios – Denver, CO****May 2009 – June 2011*****Marketing Assistant***

- Wrote and edited emails, newsletters, and announcements to a current and potential student database of 400+.
- Promoted annual theatre showcases and events through traditional print mediums and Web outlets.
- Developed and maintained website content via WordPress including copy and photo/video uploading.

**EDUCATION**

- UCLA School of Theater, Film and Television – Certificate, Professional Program in Screenwriting **2010**
- Pepperdine University - B.A. Economics | B.A. Journalism **2006**
- Pepperdine International Programs – Florence, Italy **2003-2004**

**PROFESSIONAL DEVELOPMENT**

- Leadership Spokane **2015**
- Allocca Enterprises - Export Compliance Training **2015**

**ASSOCIATIONS**

- Spokane Young Professionals (SYP)

**Economic Development qualifications**

*Gary has 11 years of direct economic development experience, assisting local companies in their growth and expansion, as well as attracting investment in the region. He has played an integral role in the recruitment of such companies as Global Future Energy and ChalkLabs, and the expansion of companies including F-5 Networks, Paw Print Genetics, and Minapsys. Additionally, Gary has advised countless local clients on matters regarding the success and growth of their business. Having built strong relationships over time, he is rooted in the local health sciences and technology industries.*

**EXPERIENCE**

**Greater Spokane Incorporated – Spokane WA**

**2004 – Present**

*Industry Manager*

- Conduct outreach to targeted local businesses in health sciences and information technology clusters.
- Meet with company contacts with the objective to stay abreast of the company/industry needs and issues
- Advises clients on financing, workforce training, real estate, tax credits/exemptions, and other pre-startup and operating due diligence issues.
- Conduct on-going proactive contact with clients (new recruits) by multiple phone, email, and one-on-one meetings (missions).
- Facilitates resources and information from various partner organizations.
- Assist clients in working with public agencies, in dealing with activities, permits, regulations, and securing appropriate public approvals.
- Advises marketing and proposal staff on lead generation and proposal development strategies and tactics.
- Prepare timely, accurate and complete proposals that are customized for the specific needs of each client, developing an effective value proposition.
- Orchestrate all aspects of site visits, to include coordination for involvement of other internal staff as well as appropriate partners
- Represent Spokane regional economic development interests in various business and government forums, and to international business and government contacts.
- Establish and maintain liaison with vast partner network, including entrepreneurial resources, various state agencies, industry trade associations, state and regional lead generation alliances, other economic development organizations.
- Maintain current and organized client files for each client of responsibility, ensuring information in contact management system remains accurate and up-to-date.

**Time Warner Telecom – Spokane, WA**

**2001 – 2004**

*City Sales Manager*

- Accountable for creating and maintaining sales objectives and network growth in the Spokane and Eastern Washington market.
- Responsible for all sales, recruiting processes, training, performance evaluations and disciplinary actions.
- Managed team of eight individuals including account executives and sales support personnel with the objective of aggressively driving new monthly revenue and increasing revenue among existing accounts.
- Secured new strategic customers and industry segments - Empire Health Services, Inland Northwest Health Services, URM, Dakota Direct, ICT, ESD 101, School District 81 and Central Valley School District/All Spokane television stations.
- Tracked and reported all sales activities to achieve the department goals and objectives of exceeding budgeted sales goals and increasing the average revenue per customer.
- Developed and executed sales strategies and promotional activity through corporate headquarter calls.
- Increased sales through maintaining customer relations, cold calling, and creating marketing strategies.
- Member of a TWTC team that secured a customer that will provide the largest monthly recurring revenue in opportunity TWTC Spokane history.
- Managed sales team that was at 84% of quota as of July 2004 with loss of 2 full time Account Executives
- Developed and presented sales strategies to clients and prospects, attended trade shows, and established special promotions for networking and customer growth.
- Instrumental in leading the team in justifying the expansion of Spokane's regional network connectivity from DS-3 levels in 2001 to OC 48 levels by the fall of 2004.



- Increased the physical Spokane network by 5X through 'build as you sell ' sales model.
- Achieved the reputation as the leading internet bandwidth provider in Spokane, WA.

### **GST Telecom – Spokane, WA**

**1996 – 2000**

#### *District Manager*

- Responsible for new sales and account retention during period of corporate reorganization, divestiture and transition.
- Had P&L responsibilities and managed customer relation initiatives.
- Functioned as acting Operations Manager from 1999 - 2001.
- Won Northwest MVP award in 2000.
- Quota Award Winner Fourth - highest ranking in company for % over quota
- Leadership Council Winner - Repeat winner for outstanding sales in a six-month period
- IDS Award Winner for Internet and Data Services - Second highest ranking in the company
- Presidents Club Award for 110%+ over quota - Repeat winner
- Promoted three times to District Manager position.

### **GST Telecom – Spokane, WA**

**1996 – 2000**

#### *District Manager*

- Responsible for new sales and account retention during period of corporate reorganization, divestiture and transition.
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### **Scott Paper Company – Spokane, WA**

**1981 – 1996**

#### *Area Sales Representative*

- Responsible for creating sales revenue within the Spokane, Eastern Washington, Montana and Northern Idaho markets.
- Also responsible for retaining accounts and maintaining extensive customer relations, as well as planning and developing marketing strategies.
- Managed, trained and mentored two retail broker teams in Spokane and Billings, Montana.
- Achieved the highest number in the Northwest Division to exceed financial objectives in the past 3 years
- Managed a customer base alone that was previously managed by six account executives
- Exceeded national, Western and Division category growth in excess of 300% in 1994 & 1995
- Increased distribution by 50%-75% in 1994 and 1995
- Responsible for delivering \$2.8M in projected annual revenue

### **EDUCATION**

- Washington State University – B.S. Business, Humanities and Social Sciences

### **PROFESSIONAL DEVELOPMENT**

- Process Systems of Selling
- Stephen Covey Quadrant Management Program
- Human Value Systems
- Navigating Change
- Interviewing and Selection
- Performance Appraisal and Documentation
- Lawful Hiring and Terminations
- Harassment and Discrimination in the Workplace
- Standards of Business Conduct
- Outlook, MS Office

# Jessica Kirk

Manager, Eastern Washington PTAC

jkirk@greaterspokane.org

509.321.3641

## Economic Development qualifications

*Jessica has three years of experience with Greater Spokane Incorporated. As the Eastern Washington PTAC Manager, she develops services and products to meet the needs of small business in the Spokane region. Responsibilities include managing existing outreach program to assist the regional business community in obtaining comprehensive bid and proposal opportunities with federal, state and local government agencies. Previous experience includes owning two successful small businesses.*

## EXPERIENCE

### Greater Spokane Incorporated – Spokane WA

Feb. 2012 – Present

Manager, Eastern Washington PTAC

- Responsible for 12 county area
- Connect clients with potential markets
- Interpret solicitations by reviewing contract clauses, terms, definitions and requirements
- Provide bid/proposal technical assistance review
- Assist with government program registrations and certifications
- Conduct procurement/contracting training classes, seminars and conferences
- Develop and maintain relationships with federal, state and local government agencies and prime contractors
- Report to Department of Defense monthly

### Membership Account Manager

- Recruit new businesses and business owners to the organization to enhance membership and revenue growth.
- Well over \$200,000 in new member sales, ranked in the top 20 Chamber Executives nationally and received the lifetime achievement award from the Association of Chamber of Commerce Executives Circle of Champions.
- Worked with GSI's C level board to exceed the targeted revenue goals of the annual Board of Trustee Membership Campaign.
- Responsible for the development and maintenance of a diverse list of prospects, over 1200 existing members, and affiliate programs.
- Directly responsible for GSI's Business to Business leads group, and the Business Health Trust accounts.

### Hampton Inn Spokane Airport – Spokane, WA

March 2010 – Feb. 2012

Director of Sales

- Responsible for generating new business while maintaining existing business relationships both within and beyond the Inland Northwest region.
- Direct responsibility for the Conference & Catering Coordinator, sales reporting, month end reports, site inspections, preparation and presentation of proposals, and contract negotiation. Acquired and retained high profile clients including, but limited to, the Spokane Shock, Burlington Northern Railroad (BNSF), Pacific Northwest Qualifiers Volley Ball (PNQ), and the Spokane Chiefs, which allowed me to exceed my annual goals by over \$100,000 annually.

### BIG Brothers Big Sisters

June 2009 – April 2010

Bowl for Kids' Sake Representative

- Control and conduct speaking engagements, manage corporate sponsors, recruit participants from each company to become involved with the organization.
- Tasked with establishing trust and gaining rapport with companies to increase program participation. Developed new contacts for campaign participation, and brand awareness.

### Apply 2 Save – Coeur d'Alene, ID

May 2006 – May 2009

Director of Customer Relations in charge of Customer Service

- Managed a team of over 100. Selected above peers to train and develop over 900 new account executives and support staff for the new California location.
- Negotiated with multiple financial institutions to remove well over 20 homes from foreclosure.

### First Horizon Home Lending – Coeur d'Alene, ID

Feb. 2001 – April 2006

Manager of Residential Home Lending

- Directly responsible for customer service and training of company policy and procedures. Ensured company compliance with FHA, HUD, VA and Conventional home loan regulations.

- Developed and maintained positive relationships with the Coeur d'Alene and Post Falls Chambers of Commerce.

#### **Kirk's Espresso – Post Falls, ID**

**June 1999 – Sept. 2001**

*Owner*

- Built the business from the ground up.
- Created Kirk's blend of coffee with Cravens Coffee, purchased machinery, and hired and trained employees. Responsible for profit and loss statements, monthly taxes, product ordering, background checks, and conducting strategic monthly sales and training meetings to grow clientele and increase revenue.

#### **Kirk's Finish Carpentry – Rathdrum, ID**

**March 1998 – Sept. 2008**

*Owner*

- Government and General Contractor working with Greenstone, Sullivan Home and FAFB on multiple residential projects.
- Fully licensed and bonded in both Idaho and Washington State. Responsible for hiring and training employees, Business & Occupation taxes for Washington jobs, and bookkeeping.

#### **EDUCATION, PROFESSIONAL DEVELOPMENT, VOLUNTEER EXPERIENCE**

- |  |             |
|--|-------------|
| • Certified Chamber Executive                                  | <b>2013</b> |
| • Spokane County United Way, Campaign Leader & 6 year Sponsor  | <b>2013</b> |
| • American Chamber of Commerce Executives, Circle of Champions | <b>2012</b> |
| • Hilton Director of Sales Training                            | <b>2011</b> |
| • Hilton Team Management and Sales Training                    | <b>2011</b> |
| • Certified Tourism Ambassador, Visit Spokane                  | <b>2010</b> |
| • Spokane Community College, Foreclosure Training              | <b>2009</b> |
| • North Idaho College, Associate of Arts, Business             | <b>1999</b> |
| • Spokane Valley Eagles Aerie 3433, Community Volunteer        | <b>1996</b> |

### **Economic Development qualifications**

*Ryan has 3 years of experience in economic development and as the Entrepreneurship Program Director he works daily to strengthen and build Spokane's entrepreneurship ecosystem by connecting people with resources, and providing a place for entrepreneurs to learn and grow. He previously founded Sightline Energy, a company specializing in championing energy efficiency and green building design, giving him firsthand knowledge of the challenges facing entrepreneurs. Prior to joining GSI, Ryan also co-founded the Innovation Collective, a grassroots organization supporting and growing the Coeur d'Alene's burgeoning startup community.*

### **EXPERIENCE**

#### **Greater Spokane Incorporated – Spokane, WA**

**Dec. 2014 – Present**

##### *Entrepreneurship Program Director*

- Responsible for being the “ front door” to Spokane’s entrepreneurship resources, by providing mentorship, events, educational opportunities, resource mapping, and one-on-one coaching to local startups. The Entrepreneurship Program also oversees:
  - Management of Share Space Spokane, a coworking facility for startups.
  - Oversight of Startup Spokane and Share Space Spokane brands – including onsite promotion and digital presence such as website, social media and email campaigns.
  - Building collaboration and engagement between Spokane’s entrepreneurship stakeholders and service providers.
  - Direction of Startup Spokane Mentorship Program, providing mentorship connections to startups and entrepreneurs.

#### **Innovation Collective – Coeur d’Alene, ID**

**2013 – 2014**

##### *Co-Founder/Owner*

- Developed to build and support the entrepreneurship ecosystem in North Idaho through providing events and education, aligning community resources, and connecting capital to local entrepreneurs. 2014 milestones include:
  - 35 scheduled entrepreneurship focused events (speaker series, pitch panel, networking)
  - 2-Day Robotics & Technology Festival attended by 250 people
  - 3,000 square foot coworking/event/education space (Fall 2014)
  - Economic partnership between University of Idaho, Jobs Plus, Kootenai Health
  - Educational program development for corporate technology training

#### **Sightline Energy – Coeur d’Alene, ID**

**2014**

##### *Founder/Owner*

- Based on 5+ years of professional experience working in the energy efficiency field, Sightline Energy was formed in 2014 as a consulting agency to assist architecture and engineering teams navigate the increasingly complex energy efficiency and building sustainability field.

#### **MSI Engineers – Spokane, WA**

**2012 – 2014**

##### *Building Energy Simulation Analyst*

- Responsible for full-building energy modeling, life cycle cost analysis, and LEED standard criteria.
- Activities include multi-source data collection and entry, systematic simulation analysis, report building, and recommendation development for lowest-impact financial and environmental options.

### **EDUCATION**

- Bainbridge Graduate Institute – Master of Business Administration **2011**
- University of Idaho – BS Business Management and Human Resources **2007**

### **REGIONAL ORGANIZATIONAL LEADERSHIP**

- Planning Committee - Window Dressings - Spokane, WA **2015 - Present**
- Executive Committee - Entrepreneurship Champions Group - Spokane, WA **2014 - Present**
- Board Director - BikeCDA - Coeur d’Alene, ID **2014 - 2015**
- Board Director - USGBC Idaho - Boise, ID **2014 - 2015**
- Executive Committee - Cascadia Green Building Council - Spokane, WA **2012 - 2015**
- Board Director - Kootenai Environmental Alliance - Coeur D’Alene, ID **2010 - 2015**

## **BUSINESS AND STARTUP COMMUNITY ENGAGEMENT**

- Economic Development Volunteer - Panhandle Area Council - Coeur d'Alene, ID **2013-2014**
- Startup Mentor/Coach - Startup Weekend Spokane - Spokane, WA **2014**
- Guest Speaker on Entrepreneurship - Leadership Coeur d'Alene - Coeur d'Alene, ID **2014**
- Guest Speaker on Entrepreneurship - Kootenai Perspectives - Coeur d'Alene, ID **2014**
- Guest Speaker on Entrepreneurship - Jobs Plus - Coeur d'Alene, ID **2014**
- Advisory Committee - Coeur d'Alene Vision 2030 - Coeur d'Alene, ID **2014**
- Ongoing Event Volunteer - Connect NW/Spokane Angel Alliance - Spokane, WA **2013**
- CleanTech Committee - Spokane Area Workforce Development Council - Spokane, WA **2012**
- ECOnomics Committee Chair - Coeur d'Alene Chamber of Commerce - Coeur d'Alene, ID **2009-2011**

## **RECENT RECOGNITIONS**

- Local Recipient of North Idaho Business Journal's 30 Under 40 Leadership Award **2014**
- National Recipient of Ecover's 30 Under 30 Environmental Leadership Award **2010**

**Economic Development qualifications**

*Stan has 27.5 years of experience in economic development. During that time, he has managed small business incubator facilities that facilitated the growth of start-up and emerging companies; directly administered business loan programs packaging those loans with other local, state and private sector financing to facilitate local business expansion; as well as, the recruitment of companies from outside the region. While working for a quasi-governmental economic development agency in New York, Stan was responsible for securing Federal and State grant financing to assist with infrastructure development within the agency's 600 acre industrial park. Stan has a proven record of success in assisting both large and small business with their relocation and expansion plans. During his 14+ years in the Spokane Region Stan has been instrumental in assisting the growth of several companies within the City of Spokane, including SCAFCO, Leisure Concepts, K-L Manufacturing, and Metal Rollforming Systems. Most recent large projects attracted to the Region include Caterpillar and Exotic Metal Forming Company.*

**EXPERIENCE**

**Spokane Area EDC / Greater Spokane Incorporated – Spokane, WA**  
*Industry Manager*

**April 2001 – Present**

- Participate in all aspects of the recruitment of companies to the Spokane area, including marketing, lead follow-up, siting assistance, and referral to a variety business assistance resources.
- Facilitate job retention and growth through direct contact with, and assistance to, local companies.
- Attend various industry trade shows for the purpose of marketing the Greater Spokane region and attracting targeted industries to the area.
- Participated in the development of the area's Comprehensive Economic Development Strategy (CEDS).
- Served on CEDS committee, responsible for prioritizing regional projects seeking Economic Development Administration funding.

**Broomfield County Economic Development Alliance – Binghamton, NY**  
*Vice President - Real Estate & Business Development*

**June 1994 – March 2001**

- Management of 3 Industrial Development Agency (IDA)- owned small business incubators.
- Management of Lockheed-Martin facility owned by IDA.
- Management and marketing of real estate in IDA owned industrial park.
- Facilitated business access to available public sector assistance programs.
- Development of grant applications, and administration of grant-funded programs.
- Served as public hearing officer for all IDA projects.
- Development and implementation of marketing strategies.
- Prospect management and the proposal development/negotiation.
- Project development/management for the renovation/conversion of a 66,000 square foot historic building.
- Coordinated industrial park infrastructure development.
- Attended various industry trade shows, and followed up on all generated leads.
- Coordinated activities of Agribusiness Development Committee for Chamber of Commerce.
- Administered a \$4.2 million economic development loan program for an eight-county region.

**Broome County Industrial Development Agency – Johnson City, NY**  
*Economic Development Specialist*

**Dec. 1987 – June 1994**

- Followed-up on all leads generated by marketing efforts.
- Responsible for review, analysis, of loan applications, supporting financial statements and business plans for businesses seeking economic development assistance and recommended action to loan review committee.
- Management of Industrial Incubator.
- Assisted in development and marketing of Broome County Industrial Park.
- Managed & maintained a County-wide inventory/database of industrial and commercial development sites.
- Developed and disseminated community profile information.
- Organized & administered Entrepreneurial Training Course.
- Served on Broome County Chamber of Commerce's Governmental Affairs Committee.

**Continental Grain Company - Lancaster, Pennsylvania**  
*Plant Superintendent*

**July 1973 – Nov. 1987**

- Supervision of all plant operations and personnel (38 hourly & 4 salaried employees).

- Development and oversight of \$3.8 million annual plant budget.
- Production scheduling, and delivery of over 78,000 tons of animal nutrition products annually.

*Quality Assurance Supervisor*

- Oversight of all plant production to assure processes performed in accordance with good manufacturing practices, and that all products met nutritional tolerances.
- Assured plant compliance with all regulations of the Federal Food & Drug Administration.
- Established system of Statistical Quality Control to maintain product consistency.

*Production Supervisor – Alexander, NY*

- Scheduled and supervised all shift production activities with a crew of 14 hourly employees.

*Warehouse Supervisor – Buffalo, NY*

- Supervised crew of 10 to complete the loading of all customer & company trucks, and all rail cars.
- Inventory control of all finished products and raw materials.

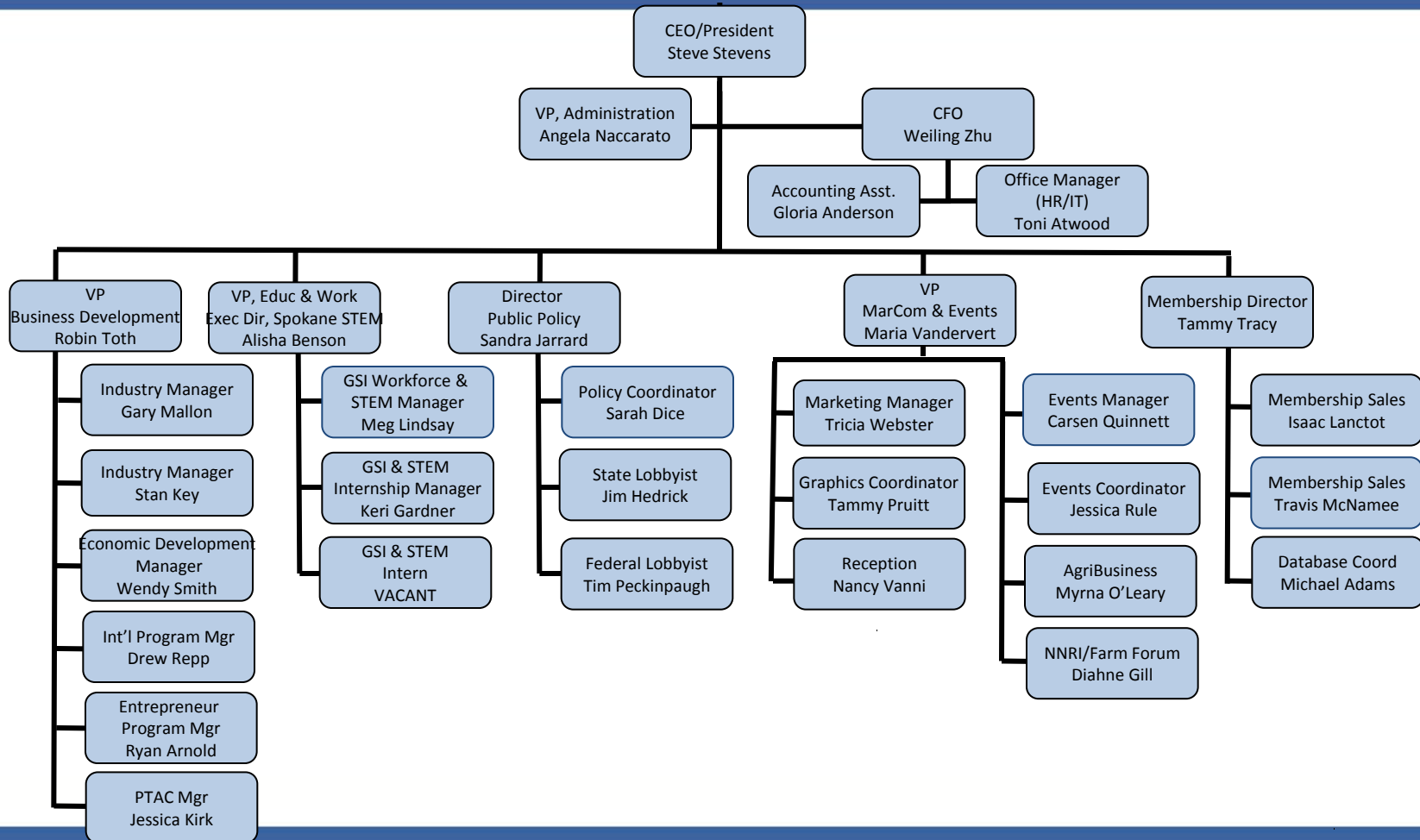
**EDUCATION**

- Illinois Central College – Associate of Arts Degree
- Western Illinois University – Bachelor of Science, Political Science

**PROFESSIONAL DEVELOPMENT**

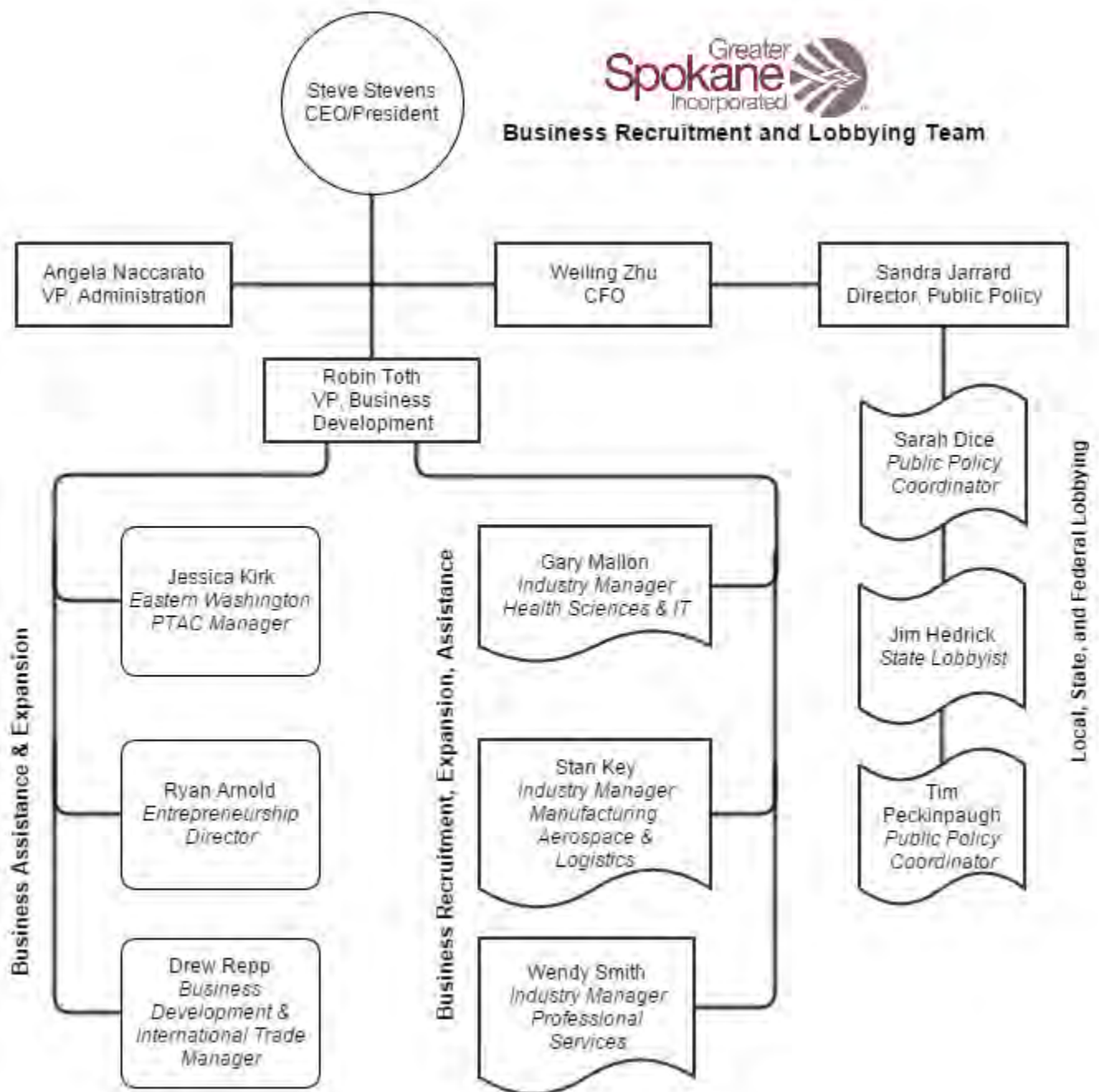
- |  |             |
|--|-------------|
| • NYS Economic Development Council Basic Economic Development Course   | <b>1988</b> |
| • National Development Council's Analyzing Financial Statements Course | <b>1990</b> |
| • National Development Council's Real Estate Financing Course          | <b>1991</b> |
| • NYSAC/NYSEDC Economic Development Academy                            | <b>1998</b> |

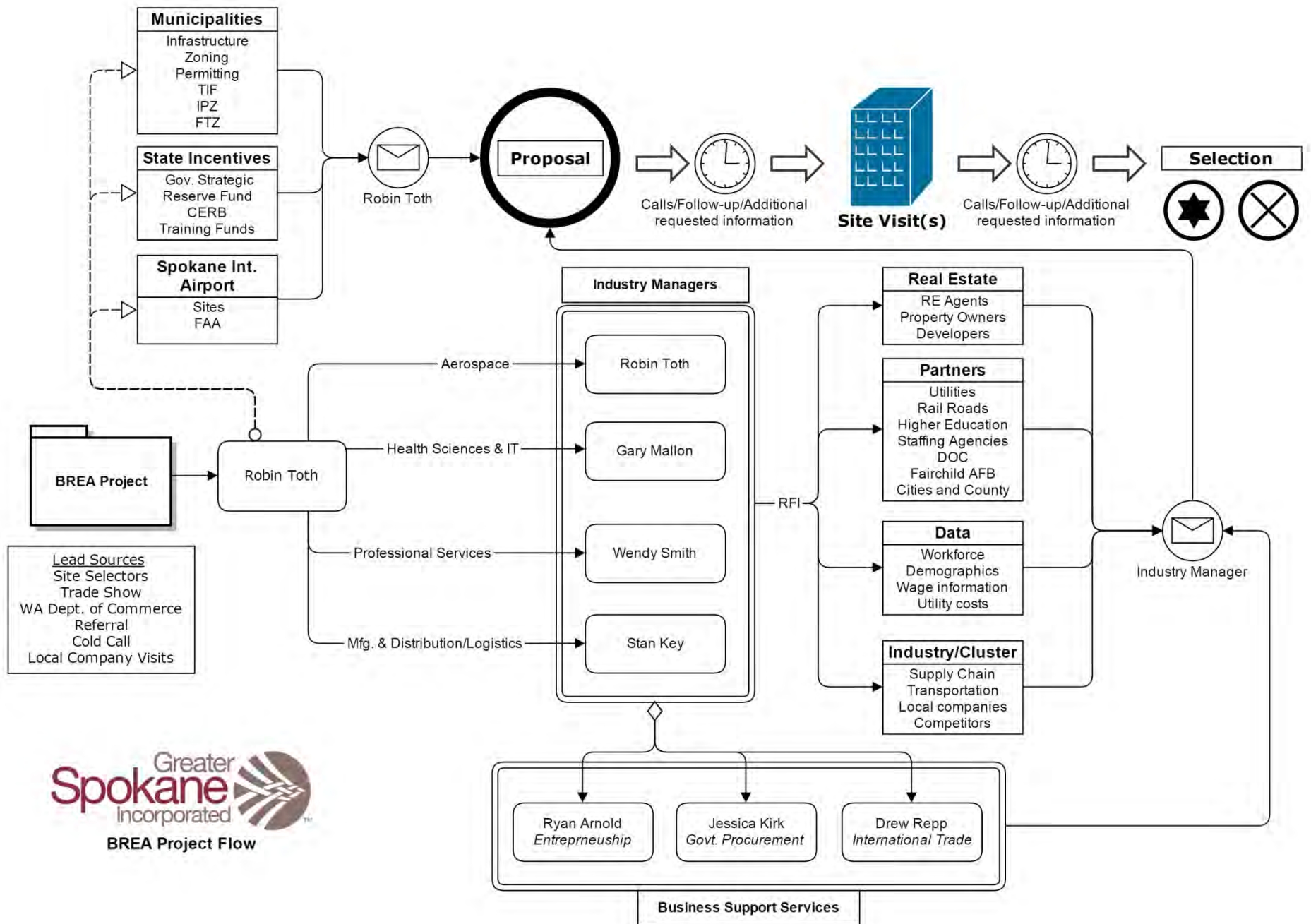
# Staff Organizational Chart



As of 5/8/2015









Time Period: Week 9 - Ran 03/03/2015

							Grand Total
<b>Recruitment</b>							
Mass Email:	12	15					27
Send Letter							
Prospect Call	13	18					31
Initial Proposal Sent							
Lead Level 1							
Project Apple- CA			1				1
Lead Level 2							
Lead Level 3							
	1						1
Closed Won- Recruitment							
Trade Show/Conference							
Inbound Recruit Visit							
Outbound Recruit Visit							
Signature Logo Visit							
<b>BREA</b>							
First Local Visit of FY							
BIAS Software- Spokane	1						1
Commercial Creamery Co- Spokane		1			1		2
Hanson Worldwide- Spokane		1					1
Infinitix, Inc- Spokane Valley	1						1
Lite-Check- Spokane		1					1
Ten Capital- Spokane	1						1
Wilbert Precast- Spokane		1					1
Zayo- Spokane Valley	1						1
HQ Visit							
Closed Won- BREA							
CEZ Application							
Assistance							
RevolutionAR- Liberty Lake	1						1
David Wooten-						1	1
ABCD- Spokane Valley						1	1
Klorotech- Spokane						1	1
Industry							
International Trade Program- Spokane					1		1
Partner Collaboration							
Visit Spokane- Spokane					1		1
Washington State University - Extension-						1	1
Community Asset Building							
ABCD- Spokane Valley						1	1
Klorotech- Spokane						1	1

Quarter Report	Quarterly - Q1									
	Actual	% Completed	Actual	% Completed	Actual	% Completed	Actual	% Completed	Actual	% Completed
<b>Recruitment</b>										
Mass Email:	171	114%	115	77%		0%				
Prospect Call	124	83%	115	77%		0%				
Initial Proposal Sent	1	40%		0%	2					
Lead Level 1										
Lead Level 2										
Lead Level 3	1				1					
Total New Leads	1	8%		0%	1	200%				
Lead Call										
Closed Won- Recruitment		0%		0%		0%				
Trade Show/Conference		0%		0%						
Inbound Recruit Visit	1									
Outbound Recruit Visit										
Signature Logo Visit		0%		0%						
<b>BREA</b>										
First FY Visit- Spokane	14	112%	7	112%	1	67%	3			
First FY Visit- Spokane Valley	5	80%	3	24%		0%				
First FY Visit- Cheney					2					
First FY Visit- Liberty Lake			1		2					
First FY Visit- Airway Heights										
First FY Visit- Spokane County		0%	2	16%		0%				
First FY Visit- Spokane County Total		0%		0%		0%				
First Local Visit of FY	23	74%	13	42%	5	167%	3	34%		
HQ Visit		0%		0%						
Closed Won- BREA						0%				
CEZ Application			1							
Assistance	8	128%		0%	2	160%	2		8	
Industry	8						1			
Partner Collaboration	1	16%		0%		0%	3		30	
Community Asset Building	2						6		14	

Fiscal Year Report	Fiscal Year - 2015									
	Actual	% Completed	Actual	% Completed	Actual	% Completed	Actual	% Completed	Actual	% Completed
Recruitment										
Mass Email:	358	60%	281	47%		0%				
Prospect Call	286	48%	302	50%		0%				
Initial Proposal Sent	4	40%		0%	3					
Lead Level 1			1							
Lead Level 2	2		1							
Lead Level 3	4				3					
Total New Leads	6	12%	2	4%	3	150%				
Lead Call										
Closed Won- Recruitment		0%		0%		0%				
Trade Show/Conference		0%		0%			1			
Inbound Recruit Visit	3		1		2					
Outbound Recruit Visit										
Signature Logo Visit		0%		0%						
BREA										
First FY Visit- Spokane		0%		0%	1	17%	5			
First FY Visit- Spokane Valley	7	14%	10	20%		0%	1			
First FY Visit- Cheney					2					
First FY Visit- Liberty Lake	1		1		2					
First FY Visit- Airway Heights			1							
First FY Visit- Spokane County			4	8%		0%				
First FY Visit- Spokane County Total		0%		0%		0%				
First Local Visit of FY	47	31%	40	32%	5	42%	6	17%		
HQ Visit		0%		0%						
Closed Won- BREA	3	75%	2			0%				
CEZ Application			2							
Assistance	22	44%	1	4%	10	200%	5		14	
Industry	11	138%					2			
Partner Collaboration	5	63%		0%		0%	10		48	
Community Asset Building	5	63%					10		25	





STATE OF  
WASHINGTON

# BUSINESS LICENSE

Domestic Nonprofit Corporation

Unified Business ID #: 601 000 632

Business ID #: 1

Location: 1

Expires: 07-31-2015

SPOKANE AREA CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT CO  
UNCIL  
GREATER SPOKANE INC  
801 W RIVERSIDE AVE STE 100  
SPOKANE WA 99201 0908

TAX REGISTRATION  
INDUSTRIAL INSURANCE  
MINOR WORK PERMIT

UNEMPLOYMENT INSURANCE

CITY LICENSES/REGISTRATIONS:  
SPOKANE GENERAL BUSINESS

DUTIES OF MINORS:  
General office duties, filing, computer, phone

LICENSING RESTRICTIONS:  
Minors working above ground level must be at least 16 years of age.  
WAC 296-125-033 (5) (b)  
Court permission and a variance from L&I is required to hire minors  
under the age of 14 in non-agriculture jobs. Call 360-902-5316 or  
email [teensafety@lni.wa.gov](mailto:teensafety@lni.wa.gov) for information.

REGISTERED TRADE NAMES:  
ALLIANCE FOR A COMPETITIVE ECONOMY (ACE)  
GREATER SPOKANE INCORPORATED  
SPOKANE REGIONAL CHAMBER OF COMMERCE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

EXPIRATION DATE

32 1 1 07-31-2015

A CHAMBER OF COMMERCE AND E

KANE INC  
SIDE AVE STE 100  
99201 0908

ATION  
INSURANCE  
PERMIT  
T INSURANCE  
ERAL BUSINESS

FOLD HERE



FOLD HERE

Director, Department of Revenue

THIS SECTION FOR YOUR WALLET

# **K&L Gates MANAGEMENT PROPOSAL**





## **K&L Gates**

### **MANAGEMENT PROPOSAL**

#### ***Project Management***

#### **PROJECT TEAM STRUCTURE – FEDERAL LOBBYING SERVICES**

We propose Tim Peckinpaugh as our core team manager. Tim currently represents the City of Spokane and maintains significant working knowledge of the City and its priorities. As a member of the firm's Policy Management Committee and a former chair of the policy practice, Tim can leverage the firm's assets to best serve the interests of the City.

Other key team members will include Amy Carnevale. Amy served as former Congressman George Nethercutt's Chief of Staff. Amy also brings a broad range of experience to the team, including agriculture, federal funding and including grant funding, energy, health, higher education, and labor issues. Amy's experience is complemented by Judson Greif, a former Senator Patty Murray staffer who brings his "west side" experience to the representation. Judson brings a broad knowledge base from his work on a range of issues including program funding authorization for transportation, education, health, science, and energy issues.

Cliff Rothenstein, will also make up the core team. Cliff served for 20 years at the Environmental Protection Agency (EPA), including as the Deputy Assistant Administrator and for almost a decade on the Senate Environment and Public Works Committee. Cliff has very successfully advocated on behalf of the City with the EPA.

Former Senator Slade Gorton, who provides experience with and understanding of the Senate appropriations process and Republican leadership, will also stand ready to engage as necessary on behalf of the City of Spokane, given his senior-statesman status on behalf of Washington State.

Finally, Gavin Mathis, a 2011 WSU alumnus, will serve as a dedicated research assistant for the managers of the City team.

The key team will also have the full resources of additional K&L Gates professionals, including, but not limited to, Manny Rouvelas, Bill Kirk, Pamela Garvie, Steve McCain, Steve Cooper, Bill Myhre, Mike O'Neil, Laurie Purpuro, Daniel Ritter, and Paul Stimers. Each of these professionals brings significant experience and policy knowledge in separate practice areas, including agriculture, defense, energy, aviation, health care, international aid, and technology policy defense. This team will be used on a semi-regular basis to assist the dedicated City team on issue-level policy counsel and with contacts throughout the transportation and infrastructure policy arena.

Following are abbreviated biographies for the team poised to work for the City of Spokane. Full biographies can be found under "Staff Qualifications" below or on our website at [klgates.com](http://klgates.com):

## Tim L. Peckinpaugh

### Partner

**Washington, D.C.**

T 202.661.6265

F 202.778.9100

tim.peckinpaugh@klgates.com

Tim Peckinpaugh's practice focuses on energy, environmental, and natural resource legislative issues; the federal budget process; and the Pacific Northwest.

Tim came to the firm in 1985 from Capitol Hill, where he had five years' experience as a professional staff aide to the House Science Committee, former U.S. Congressman Sid Morrison (R-WA), and the Republican Study Committee. While on the Hill, he focused on energy, natural resource, science, and defense issues.

Tim represents several major international corporations, national laboratories, and prominent trade associations on DOE nuclear cleanup and contracting issues. He also represents local economic development organizations and other interests on legislative and appropriations issues concerning environmental remediation, defense production, and science projects at the Hanford nuclear site. He also represents major universities and regional chambers of commerce on appropriations and grant funding opportunities. In addition, Tim serves as a Washington, D.C., representative for several Pacific Northwest interests involved in technology development, local economic development, land management, energy, transportation, environmental, higher education, natural resource, workforce, and health care policy issues.

Tim provides technical, appropriations, and legislative drafting services to several clients and counsels many of the firm's clients on campaign finance, lobbying, and governmental ethical issues. Finally, he is a previous chair of the firm's public policy group and currently manages the K&L Gates Political Action Committee, one of the largest law firm PAC's in the country.

## Amy Carnevale

### Government Affairs Advisor

**Washington, D.C.**

T 202.661.3736

F 202.778.9100

amy.carnevale@klgates.com

Ms. Carnevale is a government affairs advisor. Her practice focuses on federal funding, health care policy, higher education, and economic development issues. Prior to joining the firm, Ms. Carnevale served as chief of staff to Congressman George R. Nethercutt, Jr. (R-WA) where she managed all aspects of the Congressman's Washington, D.C., and three district offices. In this capacity, she served as the Congressman's top advisor in all political and policy matters. Prior to becoming chief of staff, Ms. Carnevale served as legislative director (1997–2001) and legislative assistant (1995–1997). Ms. Carnevale serves as a member of the U.S. Chamber Education, Employment, and Training Committee (EETC).

## Judson M. Greif

### Government Affairs Analyst

**Washington, D.C.**

T 202.778.9283

F 202.778.9100

[judson.greif@klgates.com](mailto:judson.greif@klgates.com)

Judson Greif is a government affairs analyst in the firm's Washington, D.C., office. He represents clients on a wide range of issues before both houses of Congress, as well as the Executive Branch. He works with the firm's clients and lobbyists to develop legislative strategies and has the focus practice areas of energy, health care, education, environment and defense. Prior to joining K&L Gates, Mr. Greif served as a Vice President at a Washington, D.C., lobby firm, where he provided services to a range of clients based in the Pacific Northwest. Before relocating to Washington, D.C., Mr. Greif was the Manager of Legislative Programs at Premera Blue Cross, headquartered outside of Seattle. Prior to working in the private sector, Mr. Greif served as Finance Director for Senator Patty Murray and consulted to Senator Maria Cantwell. Mr. Greif received his Masters in Business Administration from the University of Washington.

## Cliff L. Rothenstein

### Government Affairs Advisor

**Washington, D.C.**

T 202.778.9381

F 202.778.9100

[cliff.rothenstein@klgates.com](mailto:cliff.rothenstein@klgates.com)

Cliff Rothenstein served for 20 years at the Environmental Protection Agency (EPA), including as the Deputy Assistant Administrator and for almost a decade on the Senate Environment and Public Works Committee. He has worked on a variety of issues at the intersection of environmental, energy, and transportation policy and regulation, including issues related to the Clean and Safe Drinking Water Acts, the Water Resources Development Act, and the Clean Air and Resource Conservation and Recovery Acts, all of which may impact the future of shale gas development. He has represented clients on various environmental, regulatory, and NEPA permitting issues before EPA and the U.S. Army Corp of Engineers (USACE) and has advanced clients' objectives through agency rulemakings and various legislative vehicles. He has worked closely with senior officials at the EPA, USACE, and White House Council on Environmental Quality and key congressional committees, overseeing energy, environment and infrastructure projects including the Senate Environment and Public Works and House Energy and Commerce and Transportation and Infrastructure committees.

Before joining K&L Gates, Mr. Rothenstein served most recently as the director of the Office of Legislative Affairs and Policy Communications at the Federal Highway Administration where he served as the primary point of contact with Congress on the surface transportation reauthorization and other legislative and policy matters.

## Slade Gorton

### Of Counsel

#### Seattle

T 206.623.7580

F 206.623.7022

slade.gorton@klgates.com

Mr. Gorton joined K&L Gates as of counsel after spending 18 years representing Washington state in the United States Senate. Mr. Gorton's years in the Senate saw him appointed to powerful committee posts including Appropriations; Budget; Commerce, Science and Transportation; and Energy and Natural Resources. Mr. Gorton served as the chairman of the Interior Appropriations Subcommittee (1995–2001), the Commerce Subcommittees on Consumer Affairs (1995–99), and Aviation (1999–2000). He was a member of the Republican leadership as counsel to the majority leader (1996–2000).

Mr. Gorton began his political career in 1958 as a Washington state representative; he went on to serve as state House majority leader. In 1968, Mr. Gorton was elected attorney general of Washington State where he argued 14 cases before the United States Supreme Court. In June 1980, Mr. Gorton received the Wyman Award, the highest honor accorded by the National Association of Attorneys General.

Mr. Gorton also served on the president's Consumer Advisory Council (1975–77) and on the Washington State Criminal Justice Training Commission from 1969 to 1981. He was chairman of the Washington State Law & Justice Commission (1969–1976), and served as an instructor in constitutional law to public administration graduate students at the University of Puget Sound (1977).

## Gavin Mathis

### Government Affairs Specialist

#### Washington, D.C.

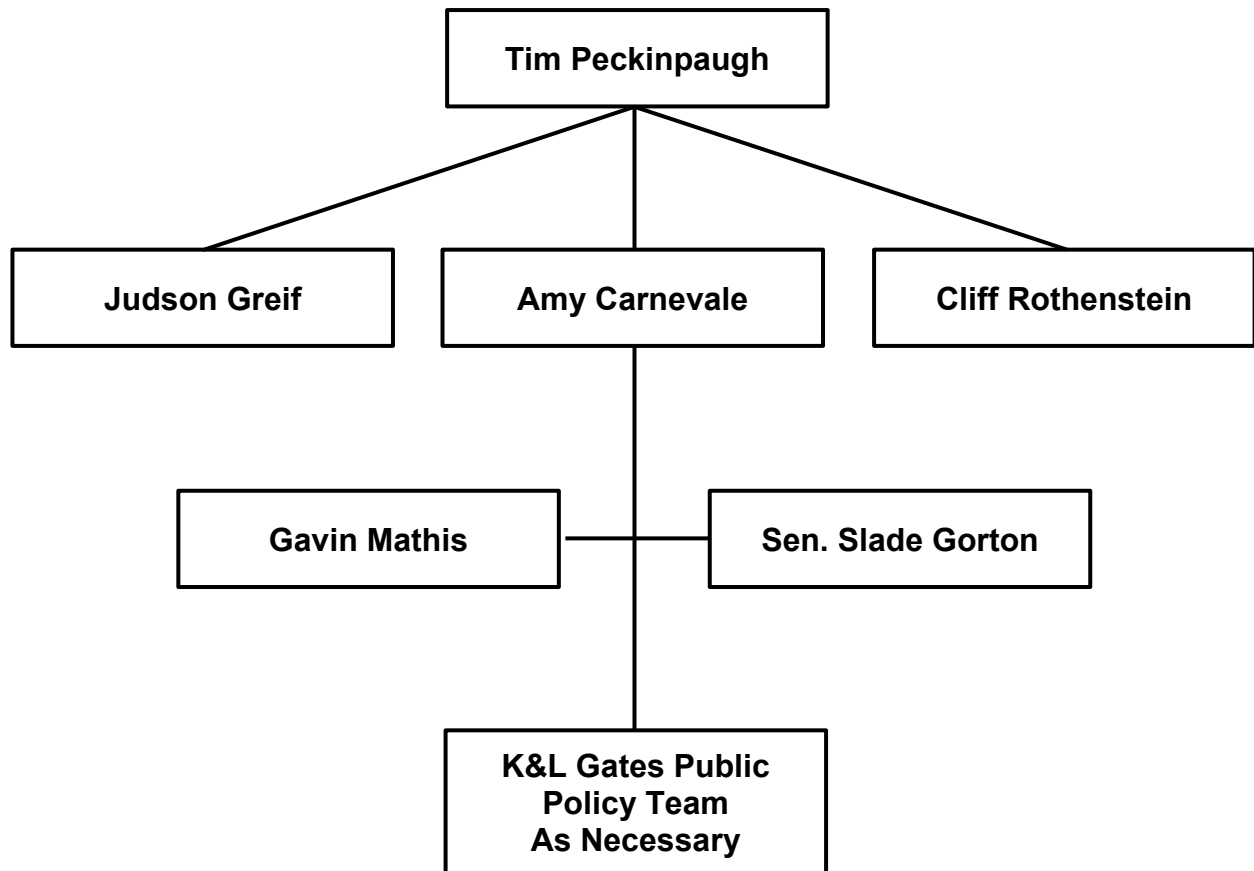
T 202.778.9024

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gavin.mathis@klgates.com

Gavin Mathis is a government affairs specialist in the firm's Washington, D.C., office. Previously, he served as a government affairs staffer for eBay Inc., press associate for the Senate Finance Committee, and worked for the political department at the Democratic National Committee. He concentrates on defense, foreign affairs, tech, postal, higher education, and matters related to the Pacific Northwest. Gavin is a magna cum laude graduate of the 2011 class at Washington State University.

## Federal Lobbying Management Team Organizational Chart



## **INTERNAL CONTROLS – FEDERAL LOBBYING SERVICES**

K&L Gates is committed to ensuring our professionals set goals for clients, and we have metrics in place to evaluate our performance on behalf of clients.

Tim Peckinpaugh, as project manager of the federal lobbying work, is a senior partner who has 29 years of experience at the firm. All those with the K&L Gates team working for the City will report to Tim, who will be responsible and accountable for their performance. We will start each year of the five-year performance period with a clear list of the priorities for the City. Tim will ensure that a specific strategy is developed for each priority, and he and Amy Carnevale will be responsible for execution of the strategy for each priority. We will measure our performance at the end of the year, a process that should focus our efforts on achieving results for the City for each priority.

Our internal controls in place include measuring performance by federal grants/funds awarded to the City, adoption of legislative measures supported by the City, and approval of federal rules and programs helpful to the City.

## STAFF QUALIFICATIONS – FEDERAL LOBBYING SERVICES

Title	Name	% of Time	Activities
President and CEO	Steve Stevens	10	Management of the overall organization, including assignment of policy requirements and review of services to K&L Gates LLP
Director of Public Policy	Sandra Jarrard	10	Coordination with K&L Gates on City Priorities
Partner	Tim Peckinpough	20	Management of the overall lobbying team, interaction with federal legislators and staff
Government Affairs Advisor	Amy Carnevale	25	Preparation of weekly federal grant opportunity summary reports, interactions with Members of Congress and staff as necessary
Government Affairs Analyst	Judson Greif	10	Interaction with Members of Congress and staff
Government Affairs Advisor	Cliff Rothenstein	10	Analysis and advice on regulatory guidance, interaction with agency staff
Of Counsel	Slade Gorton	5	Strategic advice and communication with Members of Congress
Government Affairs Specialist	Gavin Mathis	10	Legislative research to support lobbying activity
<b>TOTAL</b>		<b>100</b>	





## Tim L. Peckinpaugh

Partner

**Washington, D.C.**

T 202.661.6265

F 202.778.9100

[tim.peckinpaugh@klgates.com](mailto:tim.peckinpaugh@klgates.com)

### OVERVIEW

Tim Peckinpaugh's practice focuses on energy, environmental, and natural resource legislative issues, particularly as they relate to nuclear and waste management issues, the federal appropriations process, and the Pacific Northwest.

Tim came to the firm in 1985 from Capitol Hill, where he had five years' experience as a professional staff aide to the House Science Committee, former U.S. Congressman Sid Morrison (R-WA), and the Republican Study Committee. While on the Hill, he focused on energy, natural resource, science, and defense issues. His particular field of experience is nuclear energy and waste management.

Tim represents several major international corporations, national laboratories, and prominent trade associations on Department of Energy nuclear cleanup and contracting issues. He also represents local economic development organizations and other interests on legislative and appropriations issues concerning environmental remediation, defense production, and science projects at the Hanford (WA) and Oak Ridge (TN) nuclear sites. He also represents major Universities and regional Chambers of Commerce on appropriations and grant funding opportunities. In addition, Tim serves as a Washington, D.C., representative for several Pacific Northwest interests involved in technology development, local economic development, land management, energy, transportation, environmental, natural resource, education, workforce and health care policy issues.

Tim provides technical, appropriations, and legislative drafting services to several clients and counsels many of the firm's clients on campaign finance, lobbying, and governmental ethical issues. Finally, he is a previous chair of the firm's public policy group and currently manages the K&L Gates Political Action Committee, one of the largest law firm PAC's in the country.

### ADMISSIONS

District of Columbia

### EDUCATION

J.D., Georgetown University Law Center, 1985 (cum laude)

B.A., Claremont McKenna College, 1981 (magna cum laude)



## Amy Carnevale

### Government Affairs Advisor

**Washington, D.C.**

T 202.661.3736

F 202.778.9100

amy.carnevale@klgates.com

**Boston**

T 617.261.3192

F 617.261.3175

### OVERVIEW

Ms. Carnevale is a government affairs advisor. Her practice focuses on federal funding, healthcare policy and economic development issues. Prior to joining the firm, Ms. Carnevale served as chief of staff to Congressman George R. Nethercutt, Jr. (R-WA) where she managed all aspects of the Congressman's Washington, D.C., and three district offices. In this capacity, she served as the Congressman's top advisor for all political and policy matters. Prior to becoming chief of staff, Ms. Carnevale served as legislative director (1997–2001) and legislative assistant (1995–1997). In these capacities, she was responsible for a wide range of issues, including appropriations, natural resources, energy, housing, health care, labor, education, banking, budget, and taxes.

Ms. Carnevale's previous experience includes work at the Washington, D.C., think-tank, Project for the Republican Future, where she was political assistant to Chairman William Kristol (1993–1995). She also worked as assistant to the director (1993) and research assistant (1992–1993) at the White House, Office of National Drug Control Policy. Ms. Carnevale volunteered at the Office of Political Affairs (1989–1991) and the Office of Presidential Personnel (1991–1992) at the White House while attending George Washington University.

Ms. Carnevale was featured in *Countdown* magazine for her work with the Juvenile Diabetes Research Foundation. Additionally, she received an award from the American Diabetes Association in 1997 recognizing her work on behalf of people with diabetes.

### PROFESSIONAL BACKGROUND

American Council of Young Political Leaders

House Chiefs of Staff Association (organization of former U.S. House chiefs of staff)

Republicans Associated for Mutual Support (organization of current and former Republican chiefs of staff) 302(b)s (organization of former Professional Appropriations Committee staff)

### EDUCATION

B.A., George Washington University, 1993 (with honors)



## Judson M. Greif

Government Affairs Analyst

**Washington, D.C.**

T 202.778.9283

F 202.778.9100

judson.greif@klgates.com

### OVERVIEW

Judson Greif is a government affairs analyst in the firm's Washington, D.C., office. He represents clients on a wide range of issues before both houses of Congress as well as the Executive Branch. He works with the firm's clients and lobbyists to develop legislative strategies and has focus practice areas of energy, health care, environment, and defense.

### PROFESSIONAL BACKGROUND

Prior to joining K&L Gates, Mr. Greif served as a Vice President at a Washington, D.C., lobby firm, where he provided services to a range of clients based in the Pacific Northwest. Prior to relocating to Washington, D.C., Mr. Greif was the Manager of Legislative Programs at Premera Blue Cross, headquartered outside of Seattle, Washington. In that role, he studied health care public policy proposals at the state and federal levels and helped advise and implement legislative strategies for the company.

Mr. Greif has served as the Director of Public Policy at a Seattle-based political consulting firm and has been a paid consultant to numerous Pacific Northwest elected officials in local, state, and federal government. In 2004, he served as Finance Director for Senator Patty Murray's reelection campaign.

Mr. Greif received a Master of Business Administration from the Foster School of Business at the University of Washington and a Bachelor of Arts in Politics and Government from The University of Puget Sound.

### EDUCATION

M.B.A., The University of Washington

B.A., The University of Puget Sound



## Cliff L. Rothenstein

### Government Affairs Advisor

Washington, D.C.

T 202.778.9381

F 202.778.9100

[cliff.rothenstein@klgates.com](mailto:cliff.rothenstein@klgates.com)

### OVERVIEW

Cliff Rothenstein served for 20 years at the Environmental Protection Agency (EPA), including as the Deputy Assistant Administrator and for almost a decade on the Senate Environment and Public Works Committee. He has worked on a variety of issues at the intersection of environmental, energy, and transportation policy and regulation, including issues related to the Clean and Safe Drinking Water Acts, the Water Resources Development Act, and the Clean Air and Resource Conservation and Recovery Acts, all of which may impact the future of shale gas development. He has represented clients on various environmental, regulatory, and NEPA permitting issues before EPA and the U.S. Army Corp of Engineers (USACE) and has advanced clients' objectives through agency rulemakings and various legislative vehicles. He has worked closely with senior officials at the EPA, USACE, and White House Council on Environmental Quality and key congressional committees, overseeing energy, environment and infrastructure projects including the Senate Environment and Public Works and House Energy and Commerce and Transportation and Infrastructure committees.

### PROFESSIONAL BACKGROUND

Mr. Rothenstein has more than 30 years of congressional and federal executive experience. Mr. Rothenstein served as a professional staff member for almost a decade on the Senate Environment and Public Works Committee under Senator Max Baucus (D-MT). While with the committee, he advised members on virtually all environmental matters including Superfund reauthorization, brownfields, and the Clean Air Act.

After that experience, Mr. Rothenstein worked at the Environmental Protection Agency (EPA) as the Deputy Assistant Administrator for Solid Waste and Hazardous Response, the top administration official for brownfields, recycling, and Superfund efforts. Mr. Rothenstein also served as EPA's director of the Office of Underground Tanks. While with the EPA, he led the agency's Superfund reauthorization efforts that resulted in the enactment of the Small Business Liability Relief and Brownfields Revitalization Act and the Superfund Recycling Act. He also successfully implemented key provisions of the Energy Policy Act of 2005 regulating gas stations and underground storage tanks.

Before joining K&L Gates, Mr. Rothenstein served most recently as the director of the Office of Legislative Affairs and Policy Communications at the Federal Highway Administration where he served as the primary point of contact with Congress on the surface transportation reauthorization and other legislative and policy matters.



## Slade Gorton

### Of Counsel

#### Seattle

T 206.623.7580

F 206.623.7022

slade.gorton@klgates.com

### OVERVIEW

Mr. Gorton joined K&L Gates as of counsel after spending 18 years representing Washington state in the United States Senate. Mr. Gorton's years in the Senate saw him appointed to powerful committee posts including Appropriations; Budget; Commerce, Science and Transportation; and Energy and Natural Resources. Mr. Gorton served as the chairman of the Interior Appropriations Subcommittee (1995–2001), the Commerce Subcommittees on Consumer Affairs (1995–99), and Aviation (1999–2000). He was a member of the Republican leadership as counsel to the majority leader (1996–2000).

Mr. Gorton began his political career in 1958 as a Washington state representative; he went on to serve as state House majority leader. In 1968, Mr. Gorton was elected attorney general of Washington state where he argued 14 cases before the United States Supreme Court. In June 1980, Mr. Gorton received the Wyman Award, the highest honor accorded by the National Association of Attorneys General.

Mr. Gorton also served on the president's Consumer Advisory Council (1975–1977) and on the Washington State Criminal Justice Training Commission from 1969–1981. He was chairman of the Washington State Law & Justice Commission (1969–76), and served as an instructor in constitutional law to public administration graduate students at the University of Puget Sound (1977).

### PROFESSIONAL/CIVIC ACTIVITIES

Appointed as Commissioner to the Washington State Redistricting Commission (2011–2012)  
Co-chairman, Bipartisan Policy Council's National Transportation Policy Project (2007–present)  
Member, National War Powers Commission, University of Virginia Miller Center of Public Affairs (2007–2008)  
Appointed to serve on the British Petroleum Refineries Independent Safety Review Panel (November 2005)  
Commissioner, National Commission On Terrorist Attacks Upon the United States (2002–2004)  
Member, Markle Foundation, Task Force on National Security in the Information Age (2002–2006, 2008–present)  
Served on the National Commission on Federal Election Reform (2001–2002)

### ADMISSIONS

Supreme Court of the United States  
United States Court of Appeals for the Ninth Circuit  
United States District Court for the Western District of Washington

### EDUCATION

LL.B., Columbia Law School, 1953  
B.A., Dartmouth College, 1950, *magna cum laude*, Phi Beta Kappa

### ACHIEVEMENTS

The American Jewish Congress 2006 Community Leadership Award  
Discovery Institute Statesmanship Award (2004)  
Best of Puget Sound for Contribution to the 9/11 Commission (2004)



## Gavin Mathis

**Government Affairs Specialist**

**Washington, D.C.**

T 202.778.9024

F 202.778.9100

[gavin.mathis@klgates.com](mailto:gavin.mathis@klgates.com)

Gavin Mathis is a government affairs specialist in the firm's Washington, D.C., office. Previously, he served as a government affairs staffer for eBay Inc., press associate for the Senate Finance Committee, and worked for the political department at the Democratic National Committee. He concentrates on defense, foreign affairs, tech, postal, higher education, and matters related to the Pacific Northwest. Gavin is a magna cum laude graduate of the 2011 class at Washington State University.

## EXPERIENCE – FEDERAL LOBBYING SERVICES/OTHER RELEVANT EXPERIENCE

### Experience of K&L Gates in Federal Lobbying Services

#### Overview

K&L Gates is licensed to do business in the State of Washington. The K&L Gates Policy Group comprises nearly 50 bipartisan lawyers and policy professionals and includes a former U.S. Senator, two former U.S. Representatives, former Republican and Democratic counsel, and staff to House and Senate leadership. In 2013, the group celebrated its 40th anniversary. Thriving through eight Administrations and 21 Congresses, it has been consistently ranked as one of the top law and lobbying firms in the United States. A central factor in our ability to serve our clients is the depth and quality of experience our professionals offer our clients every day. In addition, our firm attributes much of its innovation, commitment to public service, and ability to provide knowledgeable advocacy for clients to its Washington State heritage.

K&L Gates has a long history of working with all members of the Washington State congressional delegation and is proud that this work has consistently resulted in good policy outcomes for our clients. We have extensive experience working with each member and their respective staffs to advance issues critical to the City of Spokane. Senator Gorton is a former 18-year Republican senator for the state and is considered a mentor to all four of the GOP Representatives of the state, especially include Cathy McMorris Rodgers. Tim Peckinpaugh has served as a professional staff aide to former Congressman Sid Morrison (R-WA) and is from the Tri-Cities. Amy Carnevale served as Chief of Staff for Congressman George Nethercutt, Jr., (R-WA) and worked in the delegation on Eastern Washington State issues for ten years. Judson Greif worked for Senator Patty Murray for three years as her Finance Director and has consulted and/or volunteered for every Democrat in the Washington Congressional delegation, as well as for many state and local candidates.

Beyond our Northwest connections, our firm has extensive reach across the federal policy spectrum. Professionals in our firm include three former senior Members of Congress, a former U.S. Attorney General, and countless senior Administration and Congressional staff. Our professionals work with Members and staff throughout the House and Senate to achieve the goals and objectives of our clients. Starting with leadership in both the House and the Senate, former Members Jim Walsh and Bart Gordon provide insight and knowledgeable advocacy with Members of the House of Representatives, including the offices of Speaker of the House John Boehner (R-OH) and House Minority Leader Nancy Pelosi (D-CA). In the Senate, former Senator Slade Gorton retains the respect of his former colleagues—including Minority Leader, Senator Harry Reid (D-NV), Senator Dick Durbin (D-IL), and of course Senator Patty Murray—for well-researched, straightforward presentations on behalf of clients.

Our value-added services continue beyond Capitol Hill, as our depth of experience in working with federal agencies and our understanding of the federal budget process is strengths of our firm. Our professionals have worked for a range of federal agencies, and we have helped many clients secure federal funding and win grants. Because of this experience, we understand how to work with federal agencies, identify available funding, including funding for large-scale projects, and fashion requests that fit within the programmatic needs of agencies. We know how to help the City of Spokane anticipate emerging federal research areas and be positioned to capitalize on federal grant solicitations. We understand the real value in helping the City work with agency program officials *before* grant requests are issued. Most importantly, we have the knowhow to help the City of Spokane work the federal agency research system to take advantage of funding opportunities.



## Federal Funding Experience

We have a substantial federal funding and grants practice comprising a bipartisan team of experienced professionals. Our team includes former Members who served on key authorizing and appropriations committees in leadership roles. Other team members include former senior staff of House and Senate leadership and Appropriations Committee members who have experience at every level of the budget and appropriations processes. We represent clients on a broad range of funding matters, including the direct expenditure of federal funds, as well as the preservation of particular exemptions or budget authorities under challenge. Our team works with officials in the Administration, including the Office of Management and Budget (OMB) and the budget and programmatic staff of many federal agencies, to urge that programs of interest to clients are funded within the Administration's budget request and are obligated in a timely manner. Once competitive grant programs are funded, we review individual agency programs to identify matches with our clients' federal priorities and arrange client meetings with key program directors in the relevant agencies *prior* to solicitation to allow them to best position themselves for competition.

Recognizing that identifying and expanding federal funding streams requires constant attention, each client requires a unique approach to the annual appropriations process in order to increase and diversify its federal appropriations opportunities. An ongoing example of this process is current work that K&L Gates is performing for the West Coast Infrastructure Exchange (WCX). The WCX is a not-for-profit organization that was pulled together by the governors of Washington, Oregon, and California (Governors Christine Gregoire, John Kitzhaber, and Jerry Brown, respectively) to develop a regional platform designed to encourage financing for critical infrastructure projects of regional significance.

The WCX came to K&L Gates in 2013 for strategy development and assistance in expanding federal revenue opportunities. In this calendar year, K&L Gates helped the WCX secure report language included in the reports accompanying the House's and Senate's Transportation, Housing and Urban Development (HUD) appropriations bills. This report language, which was innovative in its presentation and reliance on underlying statutory authority, directs the Department of Transportation (DOT) to make available funds to support programs for which the WCX can apply, particularly for pilot funding.

Further, in order to best position the WCX for funding, we worked with the Federal Highway Office of Innovative Program Delivery to encourage them to implement a pilot based on WCX's regional model. We worked with Senator Jeff Merkley's (D-OR) office on an amendment to the MAP-21 reauthorization bill that passed in the Senate Environment and Public Works committee. Our firm, in concert with the WCX and their staff, continues to work with Sen. Merkley and his staff on a stand-alone bill promoting and studying the effectiveness of the infrastructure exchange pilot.

Finally, we are continuing to work with DOT and with the OMB for the inclusion of language in the President's budget for fiscal year 2016. Working with the Under Secretary for Policy and his staff at DOT, along with staff at OMB, we have submitted and advocated for the inclusion of language that would enable the DOT to be innovative in its use of funding for transportation and infrastructure projects.

## Federal Agency Outreach Experience

K&L Gates recognizes the importance of engaging the federal government at each level, including the Executive Branch. In recent years, intentionally or not, Congress has given more decision-making power to the Administration and to federal agencies to interpret their authority to spend allocated funding—often in constrained and hypercritical environments. With this in mind, our firm works with our clients to develop strategies that pursue all avenues toward accomplishing our clients' federal goals. Leveraging communications and outreach tools, including direct advocacy, public comments, Member engagement,

and key stakeholder engagement, K&L Gates helps to devise strategies that will bring attention to client concerns in federal policy making within the Administration and Executive Branch.

The K&L Gates federal policy team includes many former appointees to federal agencies, including the Department of Energy (DOE), DOD, DOT, the Treasury Department, the U.S. Trade Representative, Environmental Protection Agency (EPA), and others. These professionals regularly engage with agency staff in order to assist clients in meeting their federal advocacy goals. In addition to directly working for federal agencies, we have a number of professionals who have worked directly with agency staff in their prior federal careers. Congressman Jim Walsh served as Chairman on four Appropriations Subcommittees that oversaw funding for Veterans Affairs (VA), HUD, National Science Foundation (NSF), National Aeronautics and Space Administration (NASA), elements of DOD, and Health and Human Services, among others. Congressman Bart Gordon was Chairman of the Space Science and Technology Committee, which has jurisdiction over the DOE, NASA, NSF, federal science, technology, engineering, and mathematics (STEM) programs, National Oceanic and Atmospheric Administration, National Institutes of Standards & Technology (NIST), EPA, Federal Aviation Administration, and others. Cliff Rothenstein served in senior positions at EPA for over 20 years.

### Examples of our Lobbying Successes

Here are some examples of our representative work on federal policy and funding matters for various clients:

- *Greater Spokane, Inc.*—we have served as GSI’s federal affairs advocate for over ten years. We have helped coordinate the annual preparation of GSI’s federal agenda of funding priorities, including support for Fairchild AFB missions, the new Medical School, and major transportation projects, such as the North Spokane Corridor.
- *City of Spokane* -- we have helped the City over the past three years its federal priorities, such as storm and waste water, economic development initiatives, public safety, and law enforcement.
- *Gonzaga University*—on a pro-bono basis, we helped secure federal funds for the Inland Northwest Natural Resources Research Center, and helped with local Spokane community support efforts on transportation safety initiatives.
- *North Idaho College*—representation of the largest college in Northern Idaho on federal matters, including assistance with federal funding opportunities, federal advocacy, and legislative monitoring. We helped secure a large federal grant to support advanced aviation manufacturing.
- *The Museum of Flight & Raisbeck Aviation High School*—assistance to a premier museum and STEM education facility through appropriations and programmatic requests to Congress and federal agencies.
- *USA Science & Engineering Festival*—advocacy and major sponsorship of one of the world’s largest STEM education events, including assistance with logistics and approvals for use of the National Mall, invitation and coordination of high-level federal officials, congressional resolutions, and associated legal work.
- *Pacific Lutheran University (PLU)*—helping secure federal funds for the Morken Center of Learning and Technology and grants for seismic upgrades to PLU’s residential halls.

- *Central Washington University (CWU)*—assistance in securing federal funds for CWU's wine institute focused on building an academic program to support Washington State's wine industry and its marketing.
- *Tri-City Development Council*—we have served as TRIDEC's federal affairs advocate for over 29 years. Our work has included significant efforts to secure appropriations for Hanford cleanup, help build local and regional support for a four-year WSU campus in the Tri-Cities, and coordinate community support for several research projects with the Pacific Northwest National Laboratory, including support for the new Center of Excellence for Alternative Jet Fuels..
- *WASH Advocates* - we have represented WASH Advocates, a nonprofit organization dedicated to improving efforts to provide safe drinking water, sanitation, and hygiene to the developing world. In the midst of a very tough budget climate, K&L Gates and WASH Advocates helped secure \$365 million in funding for WASH programs under the Water for the Poor Act under Congress' omnibus appropriations bill for fiscal year 2014.
- *NanoBusiness Commercialization Association*—we assisted this national association of nanotechnology companies in helping to draft and pass the 21st Century Nanotechnology Research and Development Act. We continue to play an active role in federal nanotechnology policy.
- *Neurotechnology Industry Organization*—we helped draft legislation that would have created a National Neurotechnology Initiative to coordinate and accelerate neurotechnology research and development.
- *Algal Biomass Organization*—we represent a diverse coalition on their annual fly-in and lobbying to support algae biofuel research funding and other clean energy technologies.
- *Alliance for Digital Progress*—we represented a large ad hoc coalition of leading information technology companies to help protect intellectual property online while keeping the Internet free from technology mandates.

## **EXPERIENCE – CONTRACTS – FEDERAL LOBBYING SERVICES**

It is not practicable for K&L Gates to list all of our contracts that relate to federal lobbying services. We are a very large firm. Last year alone, we had over 200 public policy clients that generated over \$25 million in revenues. The discussion above with examples of our lobbying successes provides some context of our clients and the types of work we do. We would be happy to discuss any specific client or representation, but it is simply not possible for us to list all of our contracts.

## EXPERIENCE – REFERENCES – FEDERAL LOBBYING SERVICES

Carl Adrian  
President and CEO  
Tri-City Development Council  
Phone: 509-735-1000  
Fax: 509-735-6609  
Email: [cadrian@tridec.org](mailto:cadrian@tridec.org)

K&L Gates has served as federal lobbyist for the Tri-City Development Council (TRIDEC) for over 29 years. We have provided support on federal appropriations for Hanford, land transfers, economic development opportunities, and creation of a new National Park. A recent report card on our performance sent to TRIDEC's executive committee concluded that over the past 15 years, the appropriations success rate (the percentage of TRIDEC's appropriations request increases that were ultimately enacted by Congress) was 81%.

Rich Hadley  
President Emeritus  
Greater Spokane Inc.  
Phone: 509-953-8845  
Email: [rhadley@greaterspokane.org](mailto:rhadley@greaterspokane.org)

K&L Gates served as the federal lobbyists for GSI for over ten years while Rich Hadley was the President and CEO. During this period, we coordinated developing GSI's federal agenda, support for grant and appropriations requests, legislative advocacy, and the annual Washington, D.C., fly-in.

Stephen Tripp  
Mayor  
Town of Ayden, North Carolina  
Phone: 252-746-2582  
Fax: 252-746-7030  
Email: [mayor@ayden.com](mailto:mayor@ayden.com)

K&L Gates has served as the federal lobbyist for the Town of Ayden for ten years. During this period, we have coordinated the Town's federal grant and appropriations requests, outreach to Congress and relevant federal agencies, and visits by the Mayor to Washington, D.C.

## **EXPERIENCE – RELATED INFORMATION – FEDERAL LOBBYING SERVICES**

The K&L Gates lead for this proposal, Tim Peckinpaugh, is not aware of any contract terminations for default over the past five years that directly relate to our federal lobbying work. It is not practicable for us to know about contract terminations that may have occurred throughout the entire firm. We have 48 offices across the globe and almost 2000 lawyers and professionals. To protect client confidences, our firm also has a general policy against publically divulging information about contractual performance.

# COST PROPOSAL





## **COST PROPOSAL**

### **Business Recruitment Assistance and Federal Lobbying Services**

**GSI and K&L Gates are supplying a cost for each section of the RFP. The full detail for each section of the response is included on the following pages.**

**The total cost of our response is \$92,440.00, which includes \$56,440 for business recruitment assistance and \$36,000 for federal lobbying services.**

## IDENTIFICATION OF COSTS – BUSINESS RECRUITMENT ASSISTANCE

GSI is pleased to submit the following information for the delivery of business recruitment assistance to the City of Spokane.

The amount designated per the RFP for the service delivery is no more than \$56,440. GSI believes that the value our experienced economic development team brings to the City is in excess of this amount. Therefore, we will propose a fee of \$56,440 for the services referenced in this response.

The following indicates the expenses to deliver the quality of services proposed in the Request for Proposal.

*FY 2015 Budget  
GSI City of Spokane  
Business Recruitment  
Assistance*

Operational Expenses	
Professional Fees – recruitment assistance, database updates/upgrades, economic impact data, site selector information	7,500
Copies & Printing	1,000
Telephone & Communications	750
Postage & Shipping	500
Travel - Staff	<u>3,000</u>
Total Operational Expenses	<u>12,750</u>
Programmatic Expenses	
Professional Fees – associations and required industry events	10,000
Client Hosting – City of Spokane venues	540
Conferences & Committees – trade shows	13,150
Marketing, Communications & Advertising	<u>10,000</u>
Total Programmatic Expenses	<u>43,690</u>
Total ED Expenses	<u>\$56,440</u>

## IDENTIFICATION OF COSTS – FEDERAL LOBBYING SERVICES

For federal lobbying services, K&L Gates proposes a flat fee of \$36,000 per year, consistent with the budget as clarified by the first addendum to the RFP.

This roughly translates into \$3,000 per month and includes any expenses we incur. Here is a breakout of these federal lobbying services.

### Annual Professional Fees

Federal grant monitoring	\$4,000
Appropriations/legislative monitoring	\$4,000
Federal regulatory monitoring	\$3,000
Legislative/regulatory advocacy	\$12,000
Congressional relationship maintenance	\$5,000
Relationship/coalition building	\$7,500
Expenses (e.g., travel and meals)	\$500
Total:	\$36,000



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/25/2015
<b>Clerk's File #</b>	OPR 2015-0585
<b>Renews #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MEGAN 625-6543	<b>Project #</b>	
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0780 - BAYLEY HOUSE - 3111 E MARSHALL - REGISTER OF HISTORIC PLACES		

**Agenda Wording**

Recommendation to list the Bayley House, 3111 East Marshall Avenue, on the Spokane Register of Historic Places.

**Summary (Background)**

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

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DUVALL, MEGAN	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	mduvall@spokanecity.org	
<b>Additional Approvals</b>		amcgee@spokanecity.org	
<b>Purchasing</b>		evance@spokanecity.org	
		wclark@spokanecity.org	

# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Bayley House – 3111 E. Marshall

#### 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 1889, the **Bayley House** 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 **Bayley House** is nominated under Category B & C.
  - The Bayley House is **significant under Category B – association with lives of persons significant in our past**. In its period of significance from 1889 to 1898, the Bayley House achieved significance for its association with James Luther Bayley, one of Spokane's most accomplished bridge and road builders.
  - The Bayley House is **significant under Category C – architecture**. The property meets requirements for Category C in the area of "architecture" as an excellent example of the Queen Anne style. The Bayley House was designed by prominent architect, Loren Rand.

**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 Bayley House is an example of a property that has been moved from its original location due to the threat of demolition. From the National Park Service's Bulletin #15 Criteria Consideration B: Moved Properties:  
*A property removed from its original or historically significant location can be eligible if it is significant primarily for architectural value or it is the surviving property most importantly associated with a historic person or event.*
- The Bayley House is eligible under Category B for its association with James Bayley, who made a significant impact on the development of the region through his work as an accomplished bridge and road builder. The fact that the property was moved does not change this association. The Bayley House is demonstrated to be the surviving property most importantly associated with Mr. Bayley's life. The phrase "most importantly associated" means that it must be the single surviving property that is most closely associated with the event or with the part of the person's life for which he or she is significant.
- Moved properties must still have an orientation, setting, and general environment that are comparable to those of the historic location and that are compatible with the property's significance. The Bayley House is still in close proximity to the Spokane River (historically, it

was not right on the riverbank, but was two blocks north of the river) – it is now located closer to the river, but on its south side. The new lot that the Bayley House has been moved to is 18,200 sq. feet as compared to its original lot size of 12,000+ sq. feet. The original neighborhood where the Bayley House was constructed has changed significantly from the period of significance of the home. Nearly all of the original homes on North Crescent have been removed, and the neighborhood setting was compromised by the incursion of the railroad and later, Washington Water Power.

- The Bayley House is a fine example of the Queen Anne Victorian Queen Anne-style features associated with the Bayley House include the home's asymmetrical design, irregular multiple cross-gabled form, pitched roof, prominent front-facing façade gables, partial-width front porch at the first floor, and decorative embellishment. Such embellishment includes a combination of drop siding, straight-edge wood shingle siding, scalloped-edge "fish scale" wood shingle siding, horizontal string courses and water table, vertical corner boards, multiple bays and oriels, decorative scroll-sawn S-curved brackets, turned-wood porch posts, vertical 1/1 double-hung wood-sash windows, multi-paned "Queen Anne" windows, and a corner cut-away window. Showcasing the Queen Anne style, the most distinctive and prominent feature of the Bayley House is an original southwest corner façade tower at the first floor. The pentagonal tower is articulated with a low-pitched hip roof and three 1/1 double-hung wood-sash windows.

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

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

**RECOMMENDATION**

The Spokane Historic Landmarks Commission evaluated the **Bayley House** according to the appropriate criteria at a public hearing on 6/17/15 and recommends that the **Bayley House** be listed on the Spokane Register of Historic Places.

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

***NOTICE OF MANAGEMENT AGREEMENT***

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

*(RIVERSIDE PETER SAPRO ADDITION LTS 1 & 2 BLK 45)*

*Parcel Number 35103.0206, is governed by a Management Agreement between the City of Spokane and the Owner(s), Scott McConnell (Office of Presiding Apostle), of the subject property.*

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

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

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

*Spokane City Clerk*

*Historic Preservation Officer*

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

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

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **17th** day of **June 2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Office of Presiding Apostle (Scott McConnell)** (hereinafter "Owner(s)"), the owner of the property located at **3111 E. Marshall Avenue** commonly known as the **James and Sarah Bayley House** 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

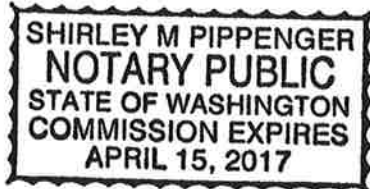
Approved as to form:

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

STATE OF WASHINGTON       )  
  ) ss  
County of Spokane        )

On this 22nd day of June, 2015, before me, the undersigned,  
a Notary Public in and for the State of Washington, personally appeared  
Larry Scott McConnell  
\_\_\_\_\_, to me known to be the  
individual(s) described in and who executed the within and foregoing  
instrument, and acknowledged that (he) ~~she/they~~ signed the same as  
(his) ~~her/their~~ free and voluntary act and deed, for the uses and purposes  
therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this  
22nd day of June, 2015.



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

My commission expires 04/15/2017

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

### **1. HISTORIC NAME**

Historic Name **JAMES & SARAH BAYLEY HOUSE**  
Common Name

### **2. LOCATION**

Street & Number 3111 E. Marshall Avenue  
City, State, Zip Code Spokane, WA 99208  
Parcel Number 35103.0206

### **3. CLASSIFICATION**

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

### **4. OWNER OF PROPERTY**

Name Office of Presiding Apostle c/o Scott McConnell  
Street & Number 3111 E. Marshall Avenue  
City, State, Zip Code Spokane, WA 99208  
Telephone Number/E-mail 218-3996 and lscottmccconnell@hotmail.com

### **5. LOCATION OF LEGAL DESCRIPTION**

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

### **6. REPRESENTATION OF EXISTING SURVEYS**

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

**Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE**

---

**7. DESCRIPTION**

*(continuation sheets attached)*

**Architectural Classification**

**Condition**

☐ excellent  
☒ good  
☐ fair  
☐ deteriorated  
☐ ruins  
☐ unexposed

**Check One**

☐ unaltered  
☒ altered

**Check One**

☐ original site  
☒ moved & date 2014

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

*(continuation sheets attached)*

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

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

**9. MAJOR BIBLIOGRAPHICAL REFERENCES**

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

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

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

**11. GEOGRAPHICAL DATA**

Acreage of Property	Less than one acre.
Verbal Boundary Description	Riverside Peter Sapro Addition, Lots 1 & 2, Block 45.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

**12. FORM PREPARED BY**

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 <sup>th</sup> Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	<a href="mailto:lindayeomans@comcast.net">lindayeomans@comcast.net</a>
Date Final Nomination Heard	June 17, 2015

**Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE**

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

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**14. FOR OFFICIAL USE ONLY**

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

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

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

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

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.**

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

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney





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

### ***Summary Statement***

Built 1889 in northeast Spokane, Washington, the James & Sarah Bayley House is a textbook example of the Queen Anne style. Prominent Queen Anne-style elements of the house include two stories with an asymmetrical design, a steeply pitched irregularly shaped cross gable roof with two dominant façade gables, a single-story pentagonal facade tower with a beveled bay window, a single-story partial-width covered front porch, patterned shingles in gable peaks, horizontal clapboard siding, horizontal string courses and water tables, multiple prominent bay windows, a corner cut-away window, and other various decorative details that avoid a smooth-walled appearance. In 2014, the Bayley House was moved from its original residential site at E. 1603 North Crescent Avenue (behind Avista Utilities Corporation) a mile east to a similar residential site in the Chief Garry Park neighborhood in northeast Spokane. The Bayley House is highly visible on two lots adjacent to a busy thoroughfare at Greene Street and the Greene Street Bridge. Although moved from its original site, the Bayley House retains a good-to-high degree of four of the five standards of integrity in original design, materials, workmanship, and association.

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

### ***Site***

Located just a block south of the Spokane River, the Bayley House is sited on Lots 1 and 2, Block 45 in the Riverside Peter Sapro Addition along the east end of Marshall Avenue where it terminates at Greene Street and the Greene Street Bridge. Together the two lots form an irregular triangular shape with a width of 200 feet along Marshall Avenue and depths of 143 feet and 38 feet along the west and east borders of the property respectively. The property is located in a residential neighborhood with single-family homes that were built after World War 2 in the 1950s, 1960s, and 1970s. Most of the 1950s-1960s homes are small vernacular single-story houses while homes built in the 1970s illustrate larger vernacular split-level designs. The area has a grid work of paved public streets and is shaded by deciduous and evergreen trees.

### ***Exterior of House***

The exterior of the 1889 Bayley House is well-preserved in good condition with an irregular footprint that measures 35 feet wide and 47 feet deep. Facing south along the north side of Marshall Avenue, the house is sited on a gently sloping grade that descends slightly northward. The home is two stories in height and is supported by a concrete foundation poured in 2014. The roof is clad in asphalt shingles and is irregularly shaped with steeply pitched cross gables. Eaves are open (unboxed) with medium overhang. Gables are distinguished with wide bargeboards and scalloped ends. Decorative scroll-sawn brackets support gable eaves. The house is clad with horizontal drop siding made of true dimensional one inch-thick lumber.<sup>1</sup> Gable peaks are clad with rectangular straight-edge hand-split wood shingles, scalloped-edge “fish scale” shingles, and round medallion-shaped paterae made of wood. Multiple horizontal wood bands (string courses) separate the first floor from the second floor, and the second floor from gable peaks. A horizontal wood water table surrounds the house and separates the foundation from the first floor. Exterior corners of the house and projecting bays are defined at outside edges by corner boards. All windows appear to be original 1/1 double-hung or fixed sash (some windows are covered with contemporary temporary clip-on aluminum screens).

The south façade of the Bayley House is dominated by a front-facing cross gable at the second floor, and a small gable roof at the east end of a partial-width, covered front porch at the first floor. The porch roof is a shallow hip design supported by wood beams installed temporarily to facilitate the house move (original turned posts and plain balustrade were removed). A five-sided façade tower with a beveled bay window is located at the home’s southwest corner at the first floor. The tower is covered with a hip roof that matches the porch. A front entry distinguished by original double, multi-paneled oak doors is located east of the tower’s bay window on the south facade. Two original vertical 1/1 double-hung wood-sash windows flank the front entry. The front-facing cross gable on the second floor above the single-story covered front porch has two vertical 1/1 double-hung wood-sash windows. A gable peak above the windows is clad

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<sup>1</sup> Drop siding has overlapping boards with tongued/grooved or rabbeted top and bottom edges.

“Oftentimes, the upper part of each board has a concave curve, in which case the siding is sometimes referred to as German siding.” *Old House Dictionary*, p 153.

in straight and scalloped fish scale-shaped wood shingles that surround a fixed window in the gable peak. The window has multiple panes surrounding a large center pane, a window design sometimes called a “Queen Anne window.” A small gable located on the porch roof at the first floor is clad with medallioned paterae.

The east elevation of the house features a full-height projecting cross gable with wide bargeboards, scalloped ends, and scroll-sawn brackets. The home’s foundation is separated from the first floor by a horizontal water table. The first floor is separated from the second floor by a horizontal string course, and the second floor is separated from the gable peak in the cross gable by another horizontal string course. Windows are original 1/1 double-hung wood-sash vertical units. A two-story large boxed-bay oriel dominates the east elevation as it hangs from the second floor. The boxed-bay oriel has a 1/1 double-hung wood-sash vertical window with multiple perimeter panes (Queen Anne window), a gable roof with wide bargeboards, a base with a slightly flared lower edge, and two pairs of wooden scroll-sawn S-curved brackets that support the boxed bay. Scalloped fish-scale wood shingles clad the oriel’s base below the window. The east elevation is covered with a continuation of the same drop siding that clads the south façade of the house.

The west elevation of the home features a center projecting full-height cross gable with wide bargeboards, tall vertical 1/1 windows, and a small stationary window in the gable peak. A back door is located at the first floor at the northwest corner of the full-height projecting cross gable bay while a corner cut-away window is located on the southwest corner. The cut-away window is embellished with scroll-sawn S-curve brackets. The west elevation reveals a continuation of the horizontal water table, horizontal string courses, wide bargeboards, wood drop siding, and corner boards that embellish the exterior of the house.

The rear north elevation of the house features a cross gable roof, original 1/1 windows, a horizontal water table, horizontal string courses, corner boards, and a continuation of wood drop siding. A large boxed-bay oriel projects from the first floor, has a pitched hip roof, and is supported by three scalloped wood brackets. An original tripartite ribbon window is centered in the oriel.

### ***Interior of House***

The Bayley House reveals a combination of good finished-condition and fair unfinished-condition interior space. According to Spokane County public records,<sup>2</sup> the first floor of the house has 1,432 square feet, the second floor has 1,432 square feet, and the basement has 1,432 square feet. The first floor has a reception hall, formal staircase, front parlor, formal dining room, library/den, service hall, bathroom, and kitchen. The second floor has a center hall, five bedrooms, a hall bathroom, and an interior staircase between the first and second floor designed for use by domestic help (sometimes commonly called the “servants’ stairs”). Constructed in 2014, the poured concrete basement is unfinished.

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<sup>2</sup> Spokane County Assessor Records. Spokane County Courthouse, Spokane, WA.

Original double paneled-oak doors open from the home's front entry at the exterior into an interior formal reception hall located in the southeast corner of the house. Currently exposed original ceiling beams and vertical wall studs/horizontal lath were originally finished with plaster (original plaster was removed from walls and ceiling in 2004-2009 due to water and other damage). In the reception hall at the north wall, a formal enclosed staircase leads to the second floor, a large opening in the northwest corner of the reception hall leads to a kitchen-service hall-enclosed stairs, and a bathroom at the rear of the house. An opening on the west wall opens to a front parlor in the southwest corner of the first floor. The front parlor is a spacious room at 15 feet wide and 16 feet deep. A large opening on the north wall opens to a formal dining room. The dining room is 12 feet deep and 19 feet wide, and features an original built-in china cabinet made of high quality ebony-finished oak burnished to a rich a patina. Original five-panel ebony-finished oak doors open east to a hallway and kitchen. Woodwork in the front parlor and dining room is original ebony-finished oak installed as 10-inch deep floor molding and 6-inch wide door and window surrounds. Wood corner blocks (paterae) with medallions distinguish outside corners in door and window surrounds. Ceiling height is 10 feet, floors are made of oak, and walls have been rebuilt with painted drywall. The hallway, bathroom, kitchen, and library/den are unfinished with exposed ceiling beams, wall studs, and lathe.

Stairs rise to the second floor from the reception hall to a landing and an exterior door on the east wall. The stairway turns west and rises to a center hallway at the second floor. The hall opens to two bedrooms at the front of the house in the southeast and southwest corners, and to a bedroom on the center west wall. The hallway leads north to a center east-wall bedroom, a northwest corner rear bedroom, a northeast corner rear bathroom, and an enclosed "servant's" staircase to the first floor. The hall and bedrooms are finished with a combination of original plaster and new drywall ceilings and walls. Ceiling height is more than 9 feet, and floors are a combination of fir and oak planks. Original floor molding, door/window surrounds, and 4-panel interior doors are finished in a combination of white paint (bedrooms, closets, bathroom) and medium brown-finished cedar (hallway).

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

When the Bayley House was built in 1889, the house was sited in the Ross Park Addition in a prominent residential neighborhood in northeast Spokane, and faced south onto a paved city street at E.1603 North Crescent Avenue. The home was framed by manicured lawn, shrubs, and mature trees, and surrounded by single-family homes, mansions, and estates built in the late 1880s, 1890s, and early 1900s. The Bayley House today looks like it did when built in 1889 except for the home's original basalt rock foundation and the front and west side porches. The house was rescued from demolition and moved from its original basalt rock foundation and site in the Ross Park Addition in 2014.

At that time, the front porch and west side porch were modified and secured with a temporary support system to facilitate the house move. Existing shadows of original

**Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE**

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porch designs for the front porch and west side porch were discovered by the property owner in 2013-2014 while disassembling the porches and preparing the house to move. It was determined through footprint drawings on 1902, 1910, and 1953 Sanborn Fire Insurance maps, existing shadows of original architectural porch details, and existing turned-wood porch posts that the original design for the front porch and the west side porch mimicked each other, and included full-height, turned-wood porch posts anchored to wood porch decks and wood porch roofs, and a spindlework frieze at each porch was suspended from the porch ceiling with small supporting brackets. It is the intent of the property owner to further research and completely rehabilitate/restore the two porches of the house to their original design and materials.

Modifications to the Bayley House when it was located at E. 1603 North Crescent Avenue include:

1923            Original turned-wood porch posts on front porch and west side porch were boxed and encased with tapered wood pillars.

1944            West side porch enclosed.

1954            Kitchen and bathroom remodeled.

1965            First and second floor altered to accommodate duplex apartment living. Exterior door installed on east side of house.

2004-2009    Wiring and plumbing updated. Apartment alterations on second floor reversed. Bathrooms remodeled. First floor ceilings in reception hall, living room, and dining room lowered. Some damaged plaster replaced with drywall. Tapered porch posts (1923 remodel) on front porch and west side porch replaced with straight square boxed posts. House repainted and re-roofed.

2010-2014    Preparations to move the house were made and included removing all boxed porch posts, porch balustrades, and porch decks. Triple support beams temporarily installed to support porch roofs for move. Home's two brick chimneys removed as recommended by house mover. Remodeled kitchen and bathroom designs, finishes, and fixtures removed. Lowered ceilings removed. Windows and doors covered with boards for move. House moved one mile east to new location at 3111 E. Marshall Avenue.

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

<b><i>Areas of Significance</i></b>	<b><i>Architecture, Commerce</i></b>
<b><i>Period of Significance</i></b>	<b><i>1889-1898</i></b>
<b><i>Built Date</i></b>	<b><i>1889</i></b>
<b><i>Architect</i></b>	<b><i>Loren L. Rand</i></b>

### ***Summary Statement***

Built in 1889 as one of the first architecturally prominent homes in the Ross Park Addition, the Bayley House is a fine example of the Queen Anne style. Stylistic features of the house include the home's two-story mass, steeply pitched cross gable roof, asymmetrical design, partial-width covered front porch, prominent one-story corner facade tower, and multiple projecting bays embellished with decorative brackets, drop siding, multi-patterned wood shingles, string courses, corner boards, cut-away window, and vertical windows that all work together to effectively interrupt the home's planar wall surface—one of the strongest tenets of the Queen Anne style. The home was constructed for one of Spokane's first pioneer bridge builders and civil contractors, James Luther Bayley, and his wife, Sarah B. Bayley. James Bayley built multiple roads, trails, and railroad bridges throughout Washington, Idaho, British Columbia, and Georgia, Florida, Mississippi, Louisiana, Iowa, and the Dakotas. He was particularly noted for his construction of the largest river boat/lake steamer on the Pend Oreille River and for bridges he built in the late 1880s and 1890s in Spokane, including the first Post Street Bridge, the high bridge at West Sixth Avenue, and the Ross Park Electric Railway Bridge. The Bayley House was designed by prominent Spokane pioneer architect, Loren L. Rand,<sup>3</sup> who rendered designs for many architecturally prominent homes erected in the Ross Park Addition where the Bayley House was built. In its period of significance from 1889 to 1898, the Bayley House achieved significance in the area of "commerce" for its association with James Luther Bayley, one of Spokane's most accomplished bridge and road builders, and in the area of "architecture" as an excellent example of the Queen Anne style and product of prominent Spokane architect, Loren L. Rand. The property is eligible for listing on the Spokane Register of Historic Places under Categories B and C respectively.

### ***HISTORICAL CONTEXT***

#### ***Ross Park Addition***

Spokane began in the 1870s with little more than a sawmill, flour mill, and a small group of pioneers, fur trappers, and farmers who settled around the banks of the Spokane River and its powerful waterfalls. Coupled with mining discoveries north and east 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 by 1889 as the town and its employment possibilities grew. Shacks, apartments, hotels, rooming houses, and homes were quickly built on every available piece of land, and downtown Spokane buzzed with a variety of

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<sup>3</sup> McConnell, Scott. "Ross Park Historical Exhibit." Unpublished, 1912.

**Spokane City/County Register of Historic Places Nomination**  
**JAMES & SARAH BAYLEY HOUSE**

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commercial buildings, industrial warehouses, barns, dwellings, and a large influx of people.

During this time in the 1880s and 1890s, quiet residential “suburban” neighborhoods away from downtown congestion and noise were planned and developed. Four of the first and most architecturally prominent neighborhoods developed in Spokane included Browne’s Addition west of downtown Spokane, West Seventh Avenue on the lower South Hill, East Mission Avenue adjacent to Mission Park, and “Ross Park Village” in the Ross Park Addition along the banks of the Spokane River in northeast Spokane.

The Ross Park neighborhood was planned and platted by civic-minded Spokane pioneer businessman, banker, investor, and real estate developer, Andrew J. Ross, in 1888.<sup>4</sup> As told by Spokane historian, Scott McConnell,

*In 1884, Andrew J. Ross arrived in Spokane from New York, immediately investing in land in and near the city. Two years later, he bought 160 acres from the railroad two miles northeast of town and built his residence there. He platted it and named it after himself—Ross Park Village.<sup>5</sup>*

Today the area is identified as Ross Park Addition in northeast Spokane, and is bordered by Illinois Avenue and Mission Avenue north and south respectively, Perry Street to the west, and Crestline Street to the east. The Spokane River flows through the center of the addition.

The Ross Park Addition was one of the most desirable suburban residential neighborhoods in the 1880s and 1890s in Spokane, especially along the banks of the Spokane River. Some of Spokane’s most influential and wealthy businessmen, civic boosters, and social elite conscripted homes designed and built in Ross Park Addition. Entrepreneurs, builders, bankers, lawyers, and politicians such as A.J. Ross (developer), Horatio Belt (banker), George M. Forster (lawyer and mayor), Lucius B. Nash (territorial judge), and prominent bridge builder, James L. Bayley, erected their large homes and estates in the Ross Park Addition.

### ***HISTORIC SIGNIFICANCE***

#### ***Category B***

The Bayley House is historically significant under Category B in the Spokane Register of Historic Places for its association to and as the home of James Luther Bayley, one of Spokane’s first pioneer bridge builders. While he lived in the Bayley House, James Bayley was responsible for many of the first railroad bridges, road and trail bridges, wagon roads, mining roads, and civil construction built throughout Spokane and the mining region of north Idaho and British Columbia in the 1880s and 1890s. The architecturally prominent Bayley House is a tangible reminder of James Bayley’s

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

<sup>5</sup> Ibid.

**Spokane City/County Register of Historic Places Nomination**  
**JAMES & SARAH BAYLEY HOUSE**

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residency and career in the Bayley House, and his bridge and road building contributions to the development of Spokane and the surrounding region.

***James Luther Bayley (1851-1938)***

Born in Iowa in 1851, and employed there as a teacher and carpenter, James Luther Bayley made his way west, arriving in Spokane in 1880. Establishing himself as a bridge builder and civil contractor, Bayley was responsible for many early wagon roads, trails, railroad bridges, mills, and extensive mining roads through some of the roughest mountain terrain and topography in British Columbia, Canada and northern Idaho. Bayley's resume was impressive and extensive:

*His...job was building a tall bridge for M. M. Cowley at Spokane Bridge. This bridge had two spans of 100 feet each—the first truss spans in Eastern Washington. He built the echo mill on Havermale Island [in downtown Spokane]. He built the bridge across the Spokane River at Post Street, and one for the U.S. Government at Fort Spokane. He later built a road from Spokane to the gold mines in the Eagle City and Murray, Idaho regions. He remained several years in the Coeur d'Alenes (mountains), building bridges on the Corbin Railroad and on the Wagon Road up the north fork of the Coeur d'Alene River. He [built the first mine concentrator] at Bunker Hill mines, and helped build the first concentrator at Wardner...and bridges on about 200 miles of the Great Northern Railroad. [He] built all [the bridges] on the Seattle Lake Shore & Eastern Railroad in Spokane and Great Northern Railroad from Northport to Boundary. [James Bayley] built wagon bridges in British Columbia, Idaho, Washington, and steel bridges in Georgia, Florida, Mississippi, Louisiana, Iowa, and Dakota Territory. [He] also built the largest steamer on the Pend Oreille River, and a flume for the Grandby Smelter in B.C.<sup>6</sup>*

In July 1889, James Bayley purchased part of Lot 6 on Block 6 in the Ross Park Addition in northeast Spokane for \$2,000. The property was located two blocks northwest of the Spokane River on the northeast corner of Center Street and Crescent Avenue at E. 1603 North Crescent. He commissioned the architecturally prominent Queen Anne-style Bayley House built on the property, uphill from the Spokane River. The home faced southeast to the Spokane River from the north side of North Crescent Avenue. A small group of large homes and estates were built in 1889 adjacent to the Bayley House and along the Spokane River, including homes for such Spokane luminaries as A.J. Ross, J.P. Campbell, C.L. Marshall, Judge L.B. Nash, L.F. Williams, G.M. Forster, H.N. Belt, E.L. Powell, H. McGinley, G.W. Odell, and A.S. Dibble. After the Bayley House was erected in 1889, at least ten additional prominent homes and estates were built around the Bayley House between 1890 and 1897 in the Ross Park Addition.

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<sup>6</sup> *Daughters of the American Revolution, Volume 2, pp 94-96.* From "Personal Recollections of James Luther Bayley; signed James Luther Bayley, Ione, WA; Feb 27, 1930."



James Bayley, his wife, Sarah B. Bayley, and their son, Will Bayley, lived in the Bayley House for several years. In 1898, James Bayley left Spokane and moved to Ione, Washington in Pend Oreille County. He later died in Auburn, WA in 1938 at age 87.

### ***Subsequent Homeowners***

Spokane agricultural implement merchant, businessman, and civic booster, Charles Kingman, and his wife, Ida Kingman, purchased the Bayley House in 1900. In 1904, the Kingmans sold the property to James M. & Vera Geraghty. James Geraghty was a well-known politician, appointed Washington State Supreme Court justice, and the grandfather of past Spokane mayor, Jack Geraghty. During 1907, the property changed ownership several times until 1933 when Mrs. M. Lynch, a “sani-practice physician,” bought it and married fellow sani-practice physician, Frederick Herwig. The Herwigs owned the property for 40 years. Beginning in the 1960s, the rooms on the second floor of the Bayley House (which had been modified for use as apartments in 1956) were leased to residents while the home’s owners lived on the first floor. By the 1980s, at least seven of the large homes next to the Bayley House along Crescent Avenue operated as apartment houses. By 2005, many of the neighboring homes had been demolished, and multiple lots were then owned by Avista Utilities Corporation, including the Bayley House.

### ***My Father’s House—A House of Prayer for All Nations***

In 2012, a Christian organization called “My Father’s House—A House of Prayer for All Nations,” purchased the Bayley House. To rescue the Bayley House from demolition at its original site next to Avista Utilities Corporation, the home was moved in 2014 to its new location in northeast Spokane on the south bank of the Spokane River at 3111 E. Marshall Avenue. The owner is in 2015 restoring the Bayley House under the guidance of the National Park Service’s *Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.<sup>7</sup> When work is complete, the historic Bayley House (serving as My Father’s House) will provide a place for the entire community in Spokane to seek God and offer prayer on behalf of the city, the Pacific Northwest, and worldwide.

## ***ARCHITECTURAL SIGNIFICANCE***

### ***Category C***

#### ***Queen Anne Style***

The Bayley House is architecturally significant under Category C of the as an excellent example of the Queen Anne style, popular in America from about 1880 to 1910. Technologically advanced balloon-frame construction at the turn of the 20th century allowed for increased freedom in the use of architectural designs and elements. Irregular footprints for homes were facilitated along with bay and box windows, oriels, towers, turrets, wall insets, and projections—all designed to provide random changes in the horizontal continuity of exterior wall planes. Differing wall textures, such as the combined use of brick, stone, clapboard, shingles, stucco, and terra cotta, were popular treatments as well as robust poly-chromed color palettes. In some areas, “houses were

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<sup>7</sup> U.S. Department of the Interior, National Park Service. *The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, 1990.

called “bric-a-brac” and featured oversized verandas of Tinker-Toy-like spindled posts, fish-scaled shingle siding, and sunburst patterns.”<sup>8</sup>

### ***Bayley House Queen Anne-Style Features***

Queen Anne-style features associated with the Bayley House include the home’s Queen Anne-style built date, asymmetrical design, irregular multiple cross-gabled form, pitched roof, prominent front-facing façade gables, partial-width front porch at the first floor, and decorative embellishment. Such embellishment includes a combination of drop siding, straight-edge wood shingle siding, scalloped-edge “fish scale” wood shingle siding, medallioned paterae, horizontal string courses and water table, vertical corner boards, multiple bays and oriel, decorative scroll-sawn S-curved brackets, turned-wood porch posts, vertical 1/1 double-hung wood-sash windows, multi-paned “Queen Anne” windows, and a corner cut-away window. Well-showcasing the Queen Anne style, the most distinctive and prominent feature of the Bayley House is an original southwest corner façade tower at the first floor. The pentagonal tower is articulated with a low-pitched hip roof and three 1/1 double-hung wood-sash windows.

According to architectural historians, Lee & Virginia McAlester (*A Field Guide to American Houses*), “about 20% of Queen Anne houses have simple cross-gabled roofs,” and “about 20% of Queen Anne houses have a...front gable which dominates the front façade. This form occurs most frequently in detached urban houses.”<sup>9</sup> The Bayley House falls into these percentages with a cross-gabled roof, a prominent front-facing façade gable, and a front porch gable.

“The Queen Anne style also uses wall surfaces as primary decorative elements.”<sup>10</sup> One way this is accomplished is “by avoiding plain flat walls through such devices as bays, towers, overhangs, and wall projections.”<sup>11</sup> The Bayley House illustrates this idiom through three prominent projecting cross gables, multiple boxed bays and oriel, a partial-width front porch at the first floor, and a pentagonal corner façade tower with a beveled bay window. In addition to projecting bays and oriel, “extensive one-story porches are common... these always include the front entrance area and cover part or all of the front façade...”<sup>12</sup> To further avoid a smooth planar wall surface in gable peaks, decorative imbrications such as straight and fish scale wood siding, and medallion designs, embellish the Bayley House.

Other decorative Queen Anne-style details that serve to interrupt exterior planar wall surfaces include corner boards (influenced by the Stick style), horizontal bands (string courses and water tables), and cut-away windows. The exterior walls of the Bayley

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<sup>8</sup> Schweitzer, Robert and Michael W. R Davis. *America’s Favorite Homes*. Detroit: Wayne State University Press, 1990, pp. 44-45.

<sup>9</sup> McAlester, Lee & Virginia. *A Field Guide to American Houses*. New York: Knopf, 1989, pp. 262-287.

<sup>10</sup> Ibid, p. 264.

<sup>11</sup> Ibid, p. 264.

<sup>12</sup> Ibid, p. 266.

**Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE**

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House are adorned with vertical corner boards, horizontal string courses and water table, and a corner cut-away window.

***Loren L. Rand, Architect (1851-1935)***

The Bayley House is further architecturally significant as a product of accomplished master architect, Loren Rand. Loren L. Rand was born in 1851 in Amesbury, Massachusetts. He attended the Massachusetts Institute of Technology (MIT), opened an architectural office in Grand Rapids, Michigan, and came to Spokane in 1888. Highly successful, Rand became “one of the leading architects of the city”<sup>13</sup> from his arrival in 1888 to his death in 1935. Among some of the residences he designed in the late 1880s, 1890s, and early 1900s were homes and mansions in the Ross Park Addition for Judge L. Nash, G. Odell, E.L. Powell, H.F. Belt, George Forster, W.H. Edes, and James L. Bayley. Other documented homes designed by Rand include the Shadle-Veasey House, Comstock House, Comstock-Shadle House, Hussey House (Browne’s Addition), Dr. Catterson House, Clough House, Loren L. Rand House, Odell House (Browne’s Addition), Sylvester Heath House, and the Guse House (Browne’s Addition). Rand was responsible for the first commercial four-story brick building (Tidball Block, now demolished) erected after the Fire of 1889, which nearly destroyed all of downtown Spokane. Rand designed the Main Avenue additions to the Crescent Department Store, the Marble Bank building (demolished), Spokane Dry Goods Realty Company building, First Presbyterian Church, Masonic Temple, Bump Block/Carlyle Hotel, the 1890 Bennett Block, and several hotels. Rand designed many public primary and secondary school (some demolished), including Lewis & Clark High School & Administration Building, Adams Elementary School, Audubon School, Bemis School, Cooper School, Franklin School, Hawthorne School, Hays Park School, Jefferson Elementary School, Logan School, Longfellow School, McKinley School, Roosevelt School, Sheridan School, Stevens School, Willard School, and Wilson Elementary School. According to summaries in his 1935 obituary, Loren Rand was responsible for “buildings of importance” in Spokane. As a 47-year resident of the city, Rand was “widely known in his profession.” N. W. Durham, Spokane historian, author, and reporter for the local *Spokesman-Review* newspaper, praised Rand:

*In his own career he had made a credible record. He entered a profession in which only merit and ability win advancement, and his thorough preliminary training and long experience have qualified him for important duties in this direction.*<sup>14</sup>

Loren L. Rand will be remembered for his many commissions and long-reaching contributions to Spokane as one of the city’s first professional architects and most prolific and successful designers of homes and buildings. The structural soundness and artistic designs of his surviving work is a testament to his knowledge and skill as an accomplished architect.

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<sup>13</sup> N.W. Durham. *The History of Spokane County and Spokane Country*. Spokane: Clarke Publishing Company, 1912.

<sup>14</sup> Ibid.

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*PHOTOGRAPHS, MAPS, DRAWINGS, NEWSPAPER ARTICLES*



*Southwest corner façade in 2015*



*Southeast corner façade in 2015*

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*East elevation in 2015*



*North rear and west elevations in 2015*



Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*South façade gable peak in 2015*



*South façade porch gable peak in 2015*

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*East elevation boxed-bay oriel in 2015.*



Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*Cut-away window and decorative scroll-sawn brackets on west elevation in 2015.*

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*Living room looking north into dining room in 2015.*



*Dining room woodwork, looking east in 2015.*



*Southeast corner bedroom window on second floor in 2015.*



*Southwest corner bedroom on second floor in 2015.*



Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE

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*Second floor bedrooms, looking south and west in 2015.*



*Southwest corner bedroom on second floor in 2015.*

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE



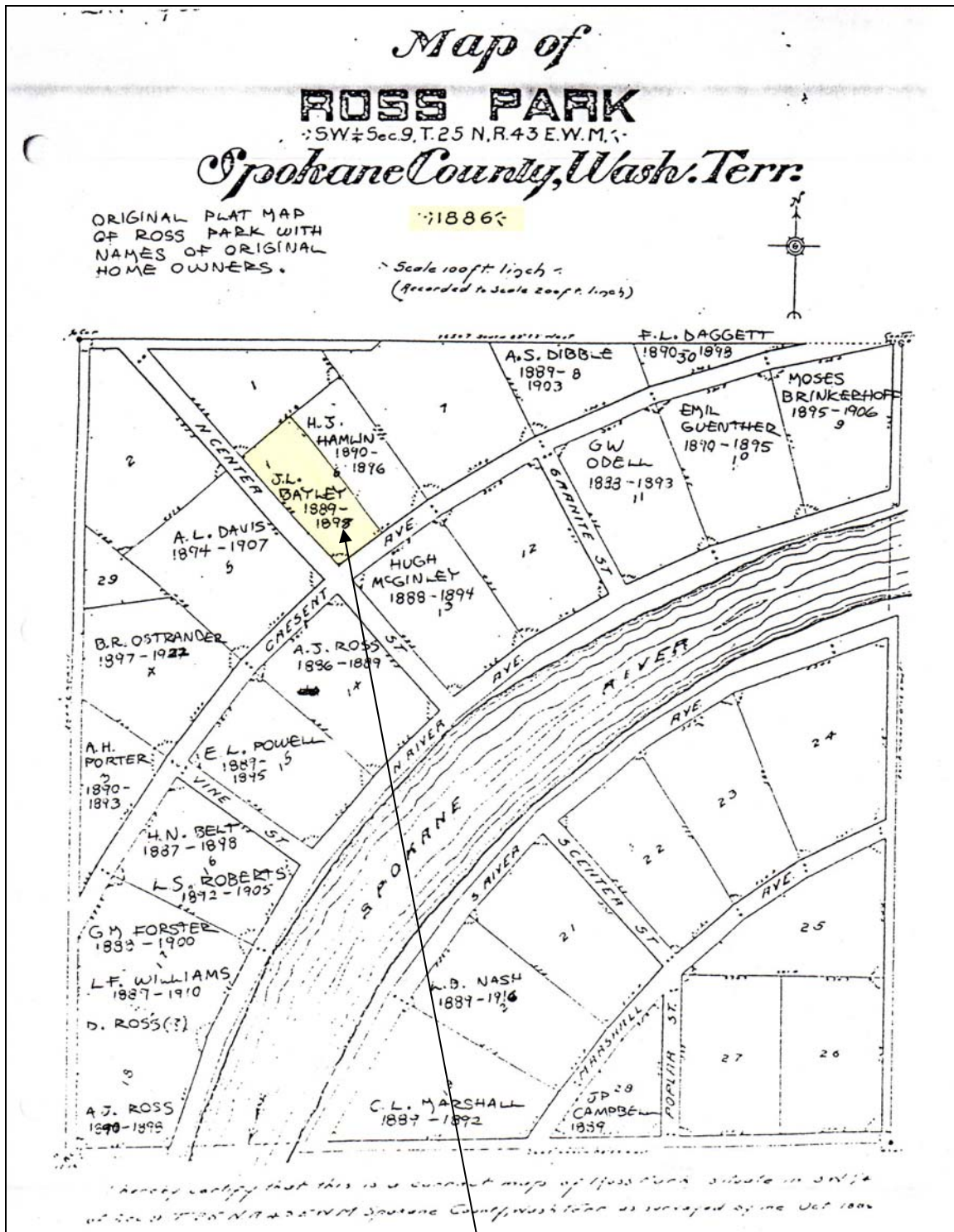
**Bayley House in 2015**  
3111 E. Marshall Avenue  
Spokane, WA

**Riverside Peter Sapro Addition, Block 45, Lots 1 and 2**  
**Spokane County Plat Map**



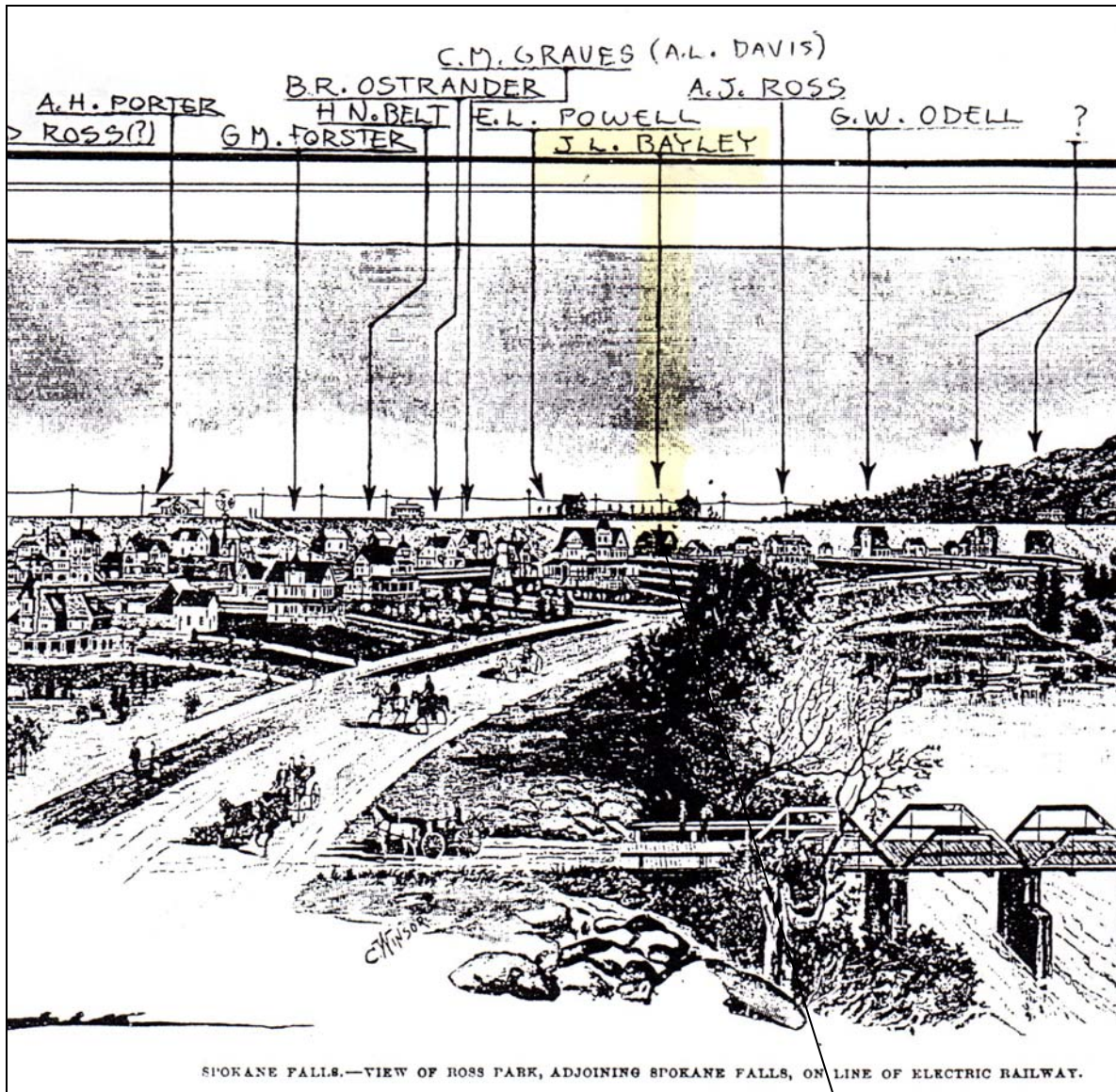


Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE



**1886 Map of Ross Park Addition and Bayley House, E. North Crescent Avenue, with built dates of homes and first owners' length of residency**

Spokane City/County Register of Historic Places Nomination  
JAMES & SARAH BAYLEY HOUSE



*Circa 1900 map of Ross Park Addition, picturing Bayley House,  
E. 1603 North Crescent Avenue, Spokane, WA*

North ↑





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	OPR 2015-0586
<b>Renews #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MEGAN 625-6543	<b>Project #</b>	
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0780 - CHAMBERLIN HOUSE - N 1228 SHERWOOD - REGISTER OF HISTORIC		

**Agenda Wording**

Recommendation to list the Chamberlin House, North 1228 Sherwood Street, on the Spokane Register of Historic Places

**Summary (Background)**

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

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DUVALL, MEGAN	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	mduvall@spokanecity.org	
<b>Additional Approvals</b>		amcgee@spokanecity.org	
<b>Purchasing</b>		evance@spokanecity.org	
		wclark@spokanecity.org	

# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Chamberlin House – N. 1228 Sherwood**

#### **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 1907, the **Chamberlin House** 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 **Chamberlin House** is nominated under Categories A, B, and C.
  - Important in the areas of "commerce" and "neighborhood planning and development," the Chamberlin House is historically significant under Category A as one of the first single-family homes built in "Chamberlin Place" along Sherwood Street in the Sherwood Addition in the architecturally prominent Summit Boulevard neighborhood in northwest Spokane.
  - As the home of Ernest A. Chamberlin, co-founder and Secretary/Treasurer of the Chamberlin Real Estate & Improvement Company and Reserve Realty (the company's real estate branch), the Chamberlin House are significant under Category B for its association as Ernest Chamberlin's home, custom-designed and built for him by the improvement company.
  - Furthermore, the Chamberlin House is architecturally significant in the area of "architecture" as a fine, artistic example of the Craftsman style and as the product of W.J. Ballard, prominent professional Spokane architect for the Chamberlin Real Estate & Improvement Company.

**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."***

- Built in 1906 and completed in 1907, the Ernest & Anna Chamberlin House is located in the Sherwood Addition in the Summit Boulevard neighborhood in northwest Spokane. The home is a fine example of the Craftsman style with artistically articulated exterior bargeboards, interior woodwork, front porch, and foundation. The partial-width front porch has a symmetrical design and is covered with a projecting cross gable supported by full-height tapered porch pillars connected to porch walls. The home's foundation, tapered front porch pillars, and porch walls are made of smooth, round cobblestone river rock culled from the banks of the Spokane River. Unique to the Chamberlin House, wide bargeboards at the front porch extend past the roof with pointed ends (tails) embellished with an unusual cut-out design that simulates the profile of sea birds with long, narrow, sharply pointed beaks. The bird motif is repeated on window and door surrounds inside the home. The

Chamberlin House is well-preserved and retains a high degree of integrity in original location, design, materials, craftsmanship, and association.

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

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

**RECOMMENDATION**

The Spokane Historic Landmarks Commission evaluated the **Chamberlin House** according to the appropriate criteria at a public hearing on 6/17/15 and recommends that the **Chamberlin House** be listed on the Spokane Register of Historic Places.

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

**NOTICE OF MANAGEMENT AGREEMENT**

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

*(SHERWOOD ADD L2 B6)*

*Parcel Number 25141.0602, is governed by a Management Agreement between the City of Spokane and the Owner(s), Richard and Catherine Grainger (Ernest and Anna Chamberlin House), of the subject property.*

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

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

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

*Spokane City Clerk*

*Historic Preservation Officer*

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

*Dated:  6-22-15*

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this 17th day of June 2015, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and Richard and Catherine Grainger (hereinafter "Owner(s)"), the owner of the property located at 1228 N. Sherwood Street commonly known as the Ernest and Anna Chamberlin House 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:

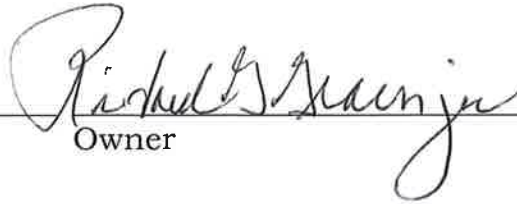
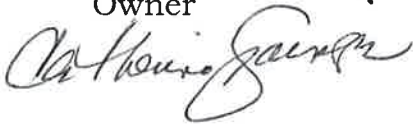
- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

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

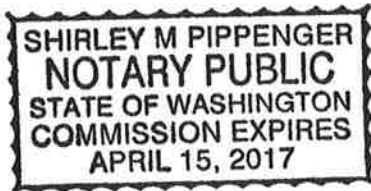
Approved as to form:

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

STATE OF WASHINGTON )  
 ) ss  
County of Spokane )

On this 17th day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Catherine Grainger and Richard Grainger, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 17th day of June, 2015.



Shirley M. Pippenger  
Notary Public in and for the State  
of Washington, residing at Spokane  
04/15/2017  
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, 3<sup>rd</sup> Floor  
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

### **1. HISTORIC NAME**

Historic Name **ERNEST & ANNA CHAMBERLIN HOUSE**  
Common Name

### **2. LOCATION**

Street & Number N. 1228 Sherwood Street  
City, State, Zip Code Spokane, WA 99201  
Parcel Number 25141.0602

### **3. CLASSIFICATION**

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

### **4. OWNER OF PROPERTY**

Name Richard & Catherine Grainger  
Street & Number N. 1228 Sherwood Street  
City, State, Zip Code Spokane, WA 99201  
Telephone Number/E-mail 342-5197, cgrainger@kalispeltribe.com

### **5. LOCATION OF LEGAL DESCRIPTION**

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

### **6. REPRESENTATION OF EXISTING SURVEYS**

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

Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

## 7. DESCRIPTION

(continuation sheets attached)

### Architectural Classification

#### Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

#### Check One

☐ unaltered

☒ altered

#### Check One

☐ original site

☐ moved & date

## 8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

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

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

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

## 9. MAJOR BIBLIOGRAPHICAL REFERENCES

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

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

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

## 11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Sherwood Addition, Block 6, Lot 2.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

## 12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

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

Telephone Number

509-456-3828

Email Address

[lindayeomans@comcast.net](mailto:lindayeomans@comcast.net)

Date Final Nomination Heard

June 17, 2015

Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

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

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**14. FOR OFFICIAL USE ONLY**

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

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

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

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

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

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

---

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

**Date**

Attest:

Approved as to form:

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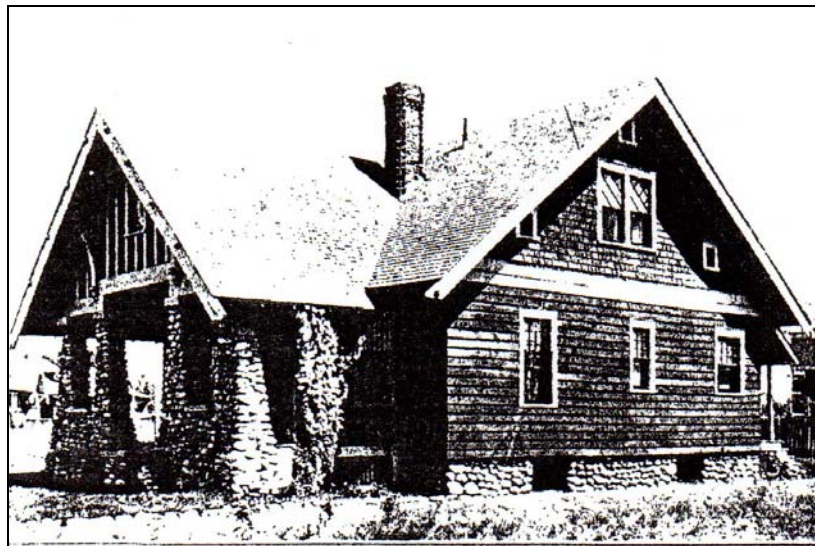
City Clerk

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Assistant City Attorney



*Chamberlin House in 2015*



*Chamberlin House in circa 1910*

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

### ***Summary Statement***

Built in 1906 and completed in 1907, the Ernest & Anna Chamberlin House is located in the Sherwood Addition in the prominent Summit Boulevard neighborhood in northwest Spokane, Washington one block from panoramic vistas of the Spokane River. The home is a fine example of the Craftsman style with artistically articulated exterior bargeboards, interior woodwork, front porch, and foundation. The partial-width front porch has a

symmetrical design and is covered with a projecting cross gable supported by full-height tapered porch pillars connected to porch walls. The home's foundation, tapered front porch pillars, and porch walls are made of smooth, round cobblestone river rock culled from the banks of the Spokane River. Unique to the Chamberlin House, wide bargeboards at the front porch extend past the roof with pointed ends (tails) embellished with an unusual cut-out design that simulates the profile of sea birds with long, narrow, sharply pointed beaks. The bird motif is repeated on window and door surrounds inside the home. The Chamberlin House is well-preserved and retains a high degree of integrity in original location, design, materials, craftsmanship, and association.

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

#### ***Site***

Located one block east of the panoramic view offered at the edge of Summit Boulevard, the Chamberlin House is sited on Lot 2, Block 6 in the Sherwood Addition in northwest Spokane. The lot measures 50 feet wide and 120 feet deep, and is located on the east side of a "Y" formed by the intersection of Webb Place and Sherwood Street. The Chamberlin House faces west as it fronts Sherwood Street, a paved residential road with a north/south axis. The home is sited on level grade and is framed by manicured lawn, shrubs, flowers, and deciduous and evergreen trees. The Sherwood neighborhood was developed in the late 1890s and the early 1900s and is populated by single-family homes built until 1945.

#### ***Garage***

Built in 1971, a vernacular single-story, single-car garage is located behind the Chamberlin House in the southeast corner of the property. A paved driveway leads from Sherwood Street to the west façade of the garage. The garage measures 14 feet wide and 24 feet deep, has a low-pitched gable-front roof, and is clad with horizontal wood clapboard siding. An overhead aluminum door opens at the west façade of the garage, and a single pedestrian door and window are located on the north elevation. The garage is a non-historic, non-contributing historic resource of the property and is *not* being nominated at this time.

#### ***House Exterior***

The Chamberlin House was built in 1906 and completed in 1907. It is 1.5 stories high and measures 30 feet wide and 30 feet deep.<sup>1</sup> The house has a projecting front-facing lower cross gable that forms a covered front porch at the west facade. The cross gable is enclosed in the gable field with a bedroom at the second story. The home's roof is covered with asphalt shingles and supports a center chimney. The chimney is made of red brick with decorative corners. Eaves are widely overhanging with exposed rafter tails and decorative brackets at gable peaks. The house is clad in horizontal wood clapboard siding on the first floor and wood shingles in the north and south gable peaks. The foundation is made of round cobblestones. Windows are a combination of original 1/1 and 9/1 single-paned and multi-paned windows.

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<sup>1</sup> Ibid.

The west façade of the house is dominated by a projecting lower cross gable that provides a cover for the front porch. The porch is 24 feet wide and 13 feet deep. Two pairs of tapered porch pillars are made of cobblestone river rock and flank a center front porch entrance—two pillars north of the center front porch entrance, and two pillars south. The pillars are full-height from grade to porch ceiling. Each pair of pillars is joined by a porch wall made of the same river rock cobblestone. The porch walls are flush with the planar rock wall surface of the pillar pairs. Molded concrete caps are located on top of the pillar pairs between the pillars and the lower edge of the porch gable. The porch ceiling is covered with original tongue-in-groove wood boards. The original porch deck was removed in the 1940s, exposing a dirt floor beneath the porch deck. Sometime after the porch deck was removed, the dirt floor was covered with flat rock. Front steps in semi-circular shape rise from the rock-covered floor to the front door, and are made of cobblestone river rock with molded concrete treads. A large stationary picture window is located north of the front door, and an original 9/1 double-hung wood-sash window is located south of the front door. The front-facing gable peak over the front porch is clad with wood false half-timbering and tongue-in-groove wood infill. Decorative knee-brace brackets support the roof eaves of the gable peak. A single 1/1 double-hung window is located in the gable field between the eave brackets, and illuminates a second-floor bedroom. The widely overhanging eaves on the porch gable reveal exposed rafter tails and original tongue-in-groove wood planks in the soffits. Prominent, wide, artistic bargeboards articulate and define the edge of the front-facing gable peak over the front porch. The bargeboards extend past the roof with a pointed shape that mimics the profile of sea birds with long, pointed beaks. Unique to the Chamberlin House, the extended pointed-end bargeboard bird motif is also revealed in some of the home's interior door surrounds.

The south elevation of the house reveals the home's side gable roof, wide bargeboards with extended "bird motif" ends, widely overhanging eaves, exposed rafter tails, and tongue-in-groove wood soffit. The south elevation is clad with horizontal wood clapboard siding at the first floor and straight-edge wood shingle siding in the gable field. A horizontal wood band (string course) separates the first floor from the second floor. A foundation made of round river rock cobblestone supports the house. Fenestration patterns are symmetrical and include three narrow vertical windows on the first floor, a 1/1 center window pair on the second floor, and three small screened windows that ventilate the attic above the second floor.

The north elevation has a gable roof with wide bargeboards, extended "bird design" bargeboard ends, widely overhanging roof eaves, exposed rafter tails, tongue-in-groove soffit, horizontal clapboard siding at the first floor, square-edge wood shingle siding on the second floor in the gable field, symmetrical fenestration patterns, and a river rock cobblestone foundation. A horizontal wood band (string course) separates the first floor from the second floor. Two original, narrow 9/1 double-hung windows are located at the first floor, and a 1/1 window pair is located on the second floor in the gable field. Three small screened windows surround the center window pair and ventilate the attic.



The east rear elevation of the porch is dominated by a single-story, full-width addition built in 1971 (Spokane County public records). The addition measures 30 feet wide and 13 feet deep. The addition's roof is a low-pitched shed design and is covered with asphalt shingles that match those on the house. The north face addition is clad with a continuation of horizontal wood clapboard siding. A center exterior back door opens to a family room and is flanked by 1/1 tripartite windows. A poured concrete foundation supports the addition. An original second-floor center dormer with a shed roof and one multi-paned window is located on the home's roof above the single-story addition's shed roof.

### ***House Interior***

The interior of the Chamberlin House has 1,001 square feet on the first floor, 676 square feet on the second floor, and 524 square feet in the basement.<sup>2</sup> A front door made with two vertical fir panels, a window in the upper half of the door, and decorative black wrought iron door hinges opens into a center reception hall. The reception hall is small and opens south to a library and north to a living room. The living room is spacious with a fireplace on the south interior wall, boxed ceiling beams, and a wide arched opening that leads to a formal dining room. The dining room has a large picture window on the rear east wall (the window, once the back of the house, now looks into the family room addition). An original built-in window seat is located under the window in the dining room. The floors in the reception hall, living room, and dining room are made of fir encircled at the perimeter with oak planks (the design forms a "fir rug" bordered by oak planks). The ceiling height is eight feet, the walls and ceilings are made of original lathe and plaster construction, and the woodwork (floor molding, cove molding, boxed beams, door and window surrounds, and built-in window seat) is made of curly grain and vertical grain fir burnished to a deep ebony finish. Woodwork is plain with square corners and edges. Uniquely expressed in the home's interior, fir lintels over doors and windows in the reception hall, living room, and dining room replicate the same bird-design motif revealed on the home's exterior bargeboards.

A library is located in the southwest corner of the first floor. A door on the east wall leads to a central service hall, which leads to a bathroom, interior staircase to second floor, and a kitchen. An opening on the north wall of the kitchen leads to a hallway that opens to the dining room. The west wall in the hallway has a built-in china cabinet with three lower drawers and upper shelves. The east wall of the kitchen was removed when the east rear family room addition was built in 1971. The family room runs across the entire width of the back of the house. Floors are covered with vinyl flooring that resembles oak planks, ceilings are eight feet high, and woodwork is painted.

Painted interior stairs rise and turn to the second floor. Plain Newel posts and a plain balustrade with a closed stringer protect the staircase. The second floor is finished with an oak floor, seven-foot-high ceiling, lathe-and-plaster wall and ceiling construction,

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

five-paneled wood interior doors, plain woodwork, one bathroom, and three bedrooms. The basement is unfinished with storage, utility, and laundry rooms.

***ORIGINAL APPEARANCE & MODIFICATIONS***

Just after the Chamberlin House was completed, a black and white photograph was taken of the property in 1910.<sup>3</sup> The photograph showed the original location, design, workmanship, and materials of the Chamberlin House that match the home today. Modifications to the property during the last 109 years include the following:

1940s-1960s                      Original wood shingle roof recovered with asphalt shingles. Porch deck removed and cobblestone river rock stairs built from grade to front door. Flagstones installed on dirt floor around steps. Brick chimney cap removed. Interior bathrooms and kitchen remodeled.

1971                                One-story addition added to rear east elevation of house. Fireplace remodeled (faced with faux cobblestones that match those on the exterior of the house; original inglenook wall east of fireplace removed). Single-story, single-car garage built behind house in southeast corner of property (Spokane building permit B77193, April 12, 1971).

1990s                              Roof replaced with asphalt shingles.

2005                                House repainted at exterior and interior.

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<sup>3</sup> Chamberlin Real Estate & Improvement Company. “*Chamberlin Place*” *Promotional Brochure*. Spokane, 1910.

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

<i>Areas of Significance</i>	<i>Commerce, Planning &amp; Development, Architecture</i>
<i>Period of Significance</i>	<i>1906-1911</i>
<i>Built Date</i>	<i>1906-07</i>
<i>Architect</i>	<i>W.J. Ballard</i>
<i>Builder</i>	<i>Chamberlin RE &amp; Improvement Co.</i>

### ***Summary Statement***

Built in 1906 and completed in 1907, the Chamberlin House achieved historical and architectural significance in a period of significance from 1906-1911, and is eligible for listing on the Spokane Register of Historic Places under Categories A, B, and C. Important in the areas of “commerce” and “neighborhood planning and development,” the Chamberlin House is historically significant under Category A as one of the first single-family homes built in “Chamberlin Place” along Sherwood Street in the Sherwood Addition in the architecturally prominent Summit Boulevard neighborhood in northwest Spokane. As the home of Ernest A. Chamberlin, co-founder and Secretary/Treasurer of the Chamberlin Real Estate & Improvement Company and Reserve Realty (the company’s real estate branch), the Chamberlin House is significant under Category B for its association as Ernest Chamberlin’s home, custom-designed and built for him by the improvement company. Furthermore, the Chamberlin House is architecturally significant in the area of “architecture” as a fine, artistic example of the Craftsman style and as the product of W.J. Ballard, prominent professional Spokane architect for the Chamberlin Real Estate & Improvement Company.

## ***HISTORICAL CONTEXT***

### ***Sherwood Addition***

Before it was platted in 1889, the Sherwood Addition was characterized by trees and shrubs that grew to the edge of a steep, rocky bluff along Summit Boulevard. Located about 1.5 miles northwest of downtown Spokane along the Spokane River, the area was remote and sheltered from the noise and relentless dust and dirt of the city by verdant stands of virgin pine and fir trees. At that time, there were few roads, no electricity or water, and the land was sparsely populated.

As the area was being platted, Natatorium Park was established along the river’s edge below the Summit Boulevard bluff, a cable car system was installed on West Boone Avenue, and residential interest in the area sparked. Written to entice potential property owners to invest in the neighborhood, an article appeared in the September 28, 1887 edition of the *Spokesman-Review*, describing the Sherwood and Pettet additions and their many amenities:

- “...a new tract of land which in many ways is superior to anything that has yet been offered...”

- "...several hundred acres commanding a view which for picturesqueness and beauty is unsurpassed..."
- "...river fronts [along Summit Boulevard and West Point Road] are admirably adapted for the location of fine residences..."<sup>4</sup>

During the next five decades from the 1890s to the 1940s, the area along and around Summit Boulevard was developed and settled with single-family dwellings that spanned a plethora of sizes and styles, including large Arts & Crafts, Queen Anne, Colonial Revival and Tudor Revival, and American Foursquare homes as well as smaller Craftsman bungalows. Many of the homes, especially on Sherwood Street, were designed and built by the Chamberlin Real Estate & Improvement Company in the early 1900s. The company featured photographs of homes they built in advertisement brochures and plan books, and called the Sherwood Street location "Chamberlin Place," a street with homes they erected and for which they were particularly proud. One of the homes in the center of "Chamberlin Place" on Sherwood Street was the Chamberlin House.

#### ***The Ernest & Anna Chamberlin House***

In 1906, a Craftsman-style bungalow was custom-built for Anna & Ernest Chamberlin, co-founder and Secretary/Treasurer of the Chamberlin Real Estate & Improvement Company. Ernest & Anna Chamberlin's property was located in the center of "Chamberlin Place" on Sherwood Street, one block east of the panoramic views offered at the bluff's edge on Summit Boulevard. A 1910 advertisement brochure published by the Chamberlin Real Estate & Improvement Company, praised each property the company built in "Chamberlin Place"—including the Chamberlin House—as "well-built, up-to-date homes on separate lots, all uniform and in alignment, each home an original plan specially designed by the [company's] building department."<sup>5</sup> The Chamberlin House was particularly prominent with a uniquely designed front porch made of smooth, round, cobblestone river rock and unusual bargeboard articulation.

In 1911, the Chamberlins moved to the Spokane valley in Opportunity, Washington, and sold the property to Martha Sufeldt. William & Mary Sleeth leased the house from Sufeldt for many years until they bought the property in 1920. William Sleeth worked as an engineer, and Mary Sleeth was employed as a sales clerk for the Crescent Department Store in downtown Spokane. Engineer John W. Graham and his wife, Mary Graham, bought the property in 1936, and sold it two years later to Donald Sleeth, an assistant auditor for the Old National Bank. In 1940, he sold the property to Minnie Cunningham, who sold it in 1946 to John & Emma Morrow. The Morrows owned the property for 16 years. At the close of their ownership in 1962, the house changed hands several times until 2004, when the current owners, Richard & Catherine Grainger, bought the property.

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<sup>4</sup> *Spokane Falls Review*, 28 Sept 1887.

<sup>5</sup> Chamberlin Real Estate & Improvement Company. "Chamberlin Place" Promotional Brochure. Spokane, 1910.

Excellent stewards, the Graingers continue to own and carefully maintain the Chamberlin House.

### ***HISTORIC SIGNIFICANCE***

#### ***Category A***

#### ***Chamberlin Real Estate & Improvement Company in Spokane***

Under criteria for eligibility for historic register listing on the Spokane Register of Historic Places, the Chamberlin House is historically significant under Category A for its association with a pattern of events and historic trends that made a significant contribution to residential development in northwest Spokane. The Chamberlin Real Estate & Improvement Company developed multiple blocks of homes in a large portion of northwest Spokane, especially the area known as West Central, from Boone Avenue north to Maxwell Avenue, and from Chestnut Street west to Sherwood Street and Summit Boulevard.

*The [Chamberlin Real Estate & Improvement Company] built over 400 houses throughout the city between 1900 and 1915, in addition to developing apartment houses and other properties. Their largest concentration of homes, however, was in the West Central neighborhood, mostly in Nettleton's Addition and the Sherwood Addition. Photographs of homes in Nettleton's and Sherwood's Additions appeared in their promotional material, as well as profiles of the owners and illustrations of the plans. The pattern books and advertising that the Chamberlin Company produced to sell their homes and services...helped establish the popularity of both Additions.<sup>6</sup>*

In 1910 the Chamberlin Real Estate & Improvement Company published a promotional brochure, and prominently featured on the brochure's front cover a photograph of the Ernest & Anna Chamberlin House. Referring to the Ernest & Anna Chamberlin property, the brochure claimed "bare lots sold for \$700 in 1907" when the Chamberlin House was built" but "in 1910, three and a half years later, the remaining lots are bringing \$2,000 to \$2,500 each."<sup>7</sup>

The Chamberlin Real Estate & Improvement Company started a trend and pattern of events that spurred private home ownership in residential real estate in the early 1900s in northwest Spokane—an area of the city where the Chamberlin Real Estate & Improvement Company developed more than 50 city blocks with single-family homes in Nettleton's Addition and the Sherwood Addition. The company's contribution to Spokane was unusually large and impactful.

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<sup>6</sup> Painter, Diana. *Nettleton's Addition National Register Historic District 2006*. Spokane City/County Historic Preservation Department, Spokane City Hall, Spokane, WA.

<sup>7</sup> Chamberlin Real Estate & Improvement Company. "Chamberlin Place." Spokane, 1910.

***Category B***

***Ernest A. Chamberlin***

The Chamberlin House is historically significant under Category B as the home of Ernest A. Chamberlin and his wife, Anna Chamberlin. Ernest Chamberlin and his father, Gilbert Chamberlin, came to Spokane from Southern California in 1899, and established a development company called Chamberlin & Chamberlin. According to city directories, they specialized in residential construction, “real estate, loans, insurance, and rentals.” In 1904, the company was incorporated as the Chamberlin Real Estate & Improvement Company. The father-and-son Chamberlin team achieved quick success in Spokane with a strong growth record during their first seven years of business, and continued until 1917. They advertised their success in a series of promotional plan books called “*Spokane Home Builders*” and “*Chamberlin Place*,” published by the Chamberlin Real Estate & Improvement Company. The Chamberlins advocated buying their homes on an installment plan, and explained that “investing in real estate on monthly payments is very good...the experience of thousands proves that it is a wonderful incentive to save, and in the meantime...savings are secure and advantageously employed.”<sup>8</sup> The Chamberlin’s loans and installment plans helped secure homes for hundreds of people in Spokane.

Ernest Chamberlin had a strategically important corporate position as the company’s Secretary/Treasurer, similar to a chief financial officer today. Every day he managed and secured the company’s complete financial success, a herculean task. His impact on Spokane was great. By 1912, the Chamberlin Real Estate & Improvement Company had built “several hundred homes” throughout Spokane and was further engaged in real estate investment in the Reserve Realty Company, the real estate arm of the development company.<sup>9</sup> With stockholders and capital incorporation, investment bonds were sold by the company, and it was reported that “money from the sale of these bonds” was “used for the up-building of Spokane.”<sup>10</sup> The Chamberlin family and their business ventures were given credit by noted Spokane newspaperman and historian, N. W. Durham, as “materially aiding in the progressive welfare of the city” where “they promote a saving instinct and have the satisfaction of knowing that many of the successful men of today owe their advancement...in part to the Chamberlin companies.”<sup>11</sup>

***ARCHITECTURAL SIGNIFICANCE***

***Category C***

Architecturally significant under Category C, the Chamberlin House is a fine example of a bungalow house form embellished in the Craftsman style. The term “bungalow” is derived from the East Indian words *bungali* which means “covered porch” and *bangla* which means “low house with surrounding porches.” Influenced by early 20<sup>th</sup> century summer houses located in British East India, the bungalow design in the United States adopted low-pitched roof lines, widely overhanging eaves, and deep porches supported

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<sup>8</sup> Chamberlin Real Estate & Improvement Company. “*Spokane’s Home Builders*.” Spokane, 1907.

<sup>9</sup> N. W. Durham.

<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

by tapered porch posts and piers. Covered porches and wide eaves shaded homes from the bright sun, and if the porches and eaves were deep enough, the eaves shaded and cooled entire planar wall surfaces of the home. Especially in Pasadena, California where the sun is hot and cooler shade is revered, low-slung bungalow house forms with wide eaves were some of the first to be developed and popularized in America.

### ***Bungalow Form***

Architectural historian Jan Cigliano (*Bungalow: American Restoration Style*) defined *bungalow* as a “form of house—a type of structure designed in a number of architectural styles,” but also explained that “*style*, by contrast, is a particular period and genre of design.”<sup>12</sup> *The Old House Dictionary* further explained that the term bungalow referred to a low-slung house form characterized by overall simplicity and broad gables that usually faced the street.<sup>13</sup> Bungalow designs varied greatly according to geographic location, climate, and architectural vernacular, but all bungalows were usually limited to one or one-and-one-half stories and had a partial or full-width front porch covered by an extension of the principal roof or by a lower porch roof. Plainer, smaller, and more affordable than taller, more expensive Queen Anne homes from the turn of the 20<sup>th</sup> century, the American bungalow became one the country’s most popular house forms for three decades from 1900 to 1930.

### ***Craftsman Style***

Bungalows were embellished with a variety of stylistic treatments, including Craftsman, Prairie, Colonial Revival, Tudor Revival, Mediterranean, and Swiss Chalet. The Craftsman tradition was one of the most popular in the United States, and was used to embellish the bungalow house form during the style’s heydays in the early 1900s. The Craftsman style began and was based on the Arts & Crafts movement in Europe, led by renowned English architect William Morris (1834-1896), and the English Arts and Crafts Exhibition Society, formed in 1888. Together, Morris and the Society extolled the virtues of hand-crafted art, and opposed impersonal machine-made products.

Three of the most successful American house designers to promote the Craftsman style were Gustav Stickley in the eastern United States, and Charles Greene and Henry Greene, Greene & Greene Brothers Architects, from the western United States in Pasadena, California. Stickley produced a national magazine called *The Craftsman* that offered designs for house plans and ideals espoused by the Arts & Crafts movement. Stickley’s magazine was distributed throughout the United States between 1901 and 1916, and sparked a flood of builder’s pattern books, pre-cut house packages, and a plethora of both good and bad bungalow designs. The Greene Brothers developed a type and style for domestic homes and buildings based entirely on craftsmanship principles promulgated by the Arts & Crafts movement. The brothers used mortise-and-dowel treatment in their house frames, fabricated most of their hardware, designed their own leaded-glass windows, cast decorative tile, and designed and constructed moveable and built-in

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<sup>12</sup> Cigliano, Jan. *Bungalow: American Restoration Style*. Salt Lake City: Gibbs-Smith, 1998.

<sup>13</sup> Phillips, Steven J. *Old House Dictionary*. Washington DC: Preservation Press, 1994.

furniture. The Greene Brothers are best known for their “ultimate bungalows”—large landmark examples like the Gamble House (built in 1908) and smaller more modest homes that line the streets and neighborhoods in Pasadena and other towns and cities in Southern California.<sup>14</sup>

The Craftsman style/type was initially developed in southwestern states and communities with temperate climates but quickly grew in popularity and spread throughout America. The Craftsman tradition embraced Nature through the use of natural materials, including stone, clay (bricks and ceramic tile), stucco, wood, wrought iron, forged brass, and leaded glass. The style integrated natural materials with organic expression illustrated in low, ground-hugging house forms that appeared to erupt or grow from the site on which they were built. Horizontal emphasis and horizontal shadows were achieved through low-pitched roofs, widely overhanging eaves, exposed structural members (rafters, purlins, beams, posts, rails, brackets), horizontal bands of differing exterior cladding, horizontal stringcourses/belt courses, exposed mortise-and-tenon joinery, and battered/tapered walls, pillars, posts, and porch piers. Merging indoor and outdoor living was important where open floor plans utilized deep front and rear porches as outdoor entry halls and living spaces. The Craftsman style/type promoted a reverence for and the use of wood in wood shingles, wood structural members, interior woodwork, wood floors, and wood built-in furniture. The wood could be coarse and rough like split wood shingles or finished as smooth woodwork with deep patinas. A variety of features with wood included sleeping porches, fireplaces, inglenooks, alcoves, and built-in furniture (bench seats, window seats, bookcases, drop-leaf desks, beds, china buffets/hutches, linen cabinets/closets, kitchen tables/counters/cabinets).

### ***Chamberlin House Features***

Craftsman-style features found on the Chamberlin House include the home’s built date which is within the period popularized by the Craftsman style, one to 1.5 stories, a moderate to shallow pitched roof, widely overhanging eaves, exposed rafter tails, decorative knee-braced eave brackets, wide bargeboards with extended ends, a combination of wood clapboard-shingle-stucco cladding, cobblestone river rock, horizontal string courses, 1/1 single-paned and 9/1 multi-paned windows, and a partial-width covered front porch. Interior features include wood floors, built-in window seat and china cabinet, finely finished ebony fir woodwork, and boxed ceiling beams. The Chamberlin House is particularly architecturally significant for artistic embellishment at the front porch. Rarely seen in Spokane, the covered front porch is supported by tapered pillars joined by enclosed porch walls all made of round cobblestone river rock culled from the banks of the Spokane River. The foundation of the house is also made of round cobblestone river rock. Further artistic significance is evidenced by deep bargeboards at roof gables that extend past the roof with pointed ends. The pointed ends are an artistic interpretation of a sea bird’s profile with a long, sharply pointed, narrow beak. A harbinger of Nature, the bird’s beak symbolizes the Craftsman style’s “back to Nature”

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<sup>14</sup> Interview with Paul Duchscherer in 1997.



mantra, and is repeated at the ends of lintels over interior doors and windows in the Chamberlin House.<sup>15</sup>

***W. J. Ballard, Architect (1870-1971)***<sup>16</sup>

The Chamberlin House is additionally architecturally significant as a product of prominent professional architect, W.J. Ballard. William James Ballard was born in 1870 in Plainfield, Illinois. He was influenced by his father, a general contractor, and became interested in the design and construction trade. With an interest in architecture, architectural engineering, and building construction, Ballard was first educated in Joliet, Illinois, and then moved to California where he attended the University of Berkeley in San Francisco and the Troop Institute in Pasadena. After his education in architecture was completed, Ballard worked for architect B. B. Bixby in Los Angeles. While in Southern California, Ballard met and married Ina Chamberlin in 1895. They had three children: Laura, Gilbert, and Earl Ballard.

Ina Chamberlin Ballard was the daughter of Gilbert L. Chamberlin, a professional builder and real estate developer in the Los Angeles area. In 1899, G. L. Chamberlin expanded his business to Spokane where he and his son, Ernest Chamberlin, founded the Chamberlin Real Estate & Improvement Company. W. J. Ballard followed his father-in-law to Spokane, and was employed by the Chamberlin Real Estate & Improvement Company as a building superintendent. In 1903, Ballard returned to California, specifically Pasadena, where he practiced architecture for two years, “devoting the greater part of his time to bungalow and cottage construction...the favorite style of building” in the Pasadena area.<sup>17</sup> Not until after World War I in 1920-21 did Ballard become a registered architect in both Washington State and California.

By 1905, W. J. and Ina Ballard returned to Spokane where Ballard worked for the Chamberlin Real Estate & Improvement Company as the company architect. W. J. Ballard and the Chamberlin Real Estate & Improvement Company were responsible for many houses throughout Spokane, and developed especially large residential sections in northwest Spokane where they designed and built hundreds of homes.<sup>18</sup>

In 1908, Ballard leased offices in the Kuhn Building in downtown Spokane, hired architectural students, and founded his own architectural firm called the Ballard Plannery Company, which practiced in Spokane from 1908 to 1925. In 1910-11, he published a book of house plans, called *The Modern Bungalow*. In 1912, Ballard’s house plan book

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<sup>15</sup> The porch’s smooth, round cobblestone construction, gable roof covering, and artistic pointed bird motif on bargeboard ends has a whimsical fantasy influence which helped spearhead the early creation of the Storybook style (1920-1940).

<sup>16</sup> Genealogical records and documents supplied by the William James Ballard family confirm and correct birth/death dates and other pertinent historical information. Nomination author’s personal interview with Russell Hobbs, grandson to William James Ballard, Pasadena, CA, in 2009.

<sup>17</sup> Durham, N. W. *History of the City of Spokane and Spokane County, Vol. 2*. Spokane: Clarke Publishing Co, 1912, p. 604.

<sup>18</sup> Ibid.

was “on sale at all leading book stores” in Spokane and was “in great demand by prospective builders both in the city and country.”<sup>19</sup>

In 1912, Spokane historian and local *Spokesman-Review* newspaper writer N. W. Durham summarized Ballard and his many accomplishments at that time:

*He designed and was supervising architect for...a large number of brick buildings, ranging in price from \$30,000 to \$40,000. However, he makes a specialty of cottage homes and apartment houses, and has designed and built altogether about 400 in Spokane, while evidences of his skill and handiwork are seen in about 600 homes in the Inland Empire.*<sup>20</sup>

Notable projects included the Merriman Block, Empire Hotel, Arden Hotel, and Wilson Apartments among other commercial buildings.<sup>21</sup> In addition to residential designs, Ballard gained notoriety for his “Ballard Barn & Silo,”<sup>22</sup> agricultural buildings designed by Ballard and built throughout Eastern Washington. He was an active member of the Spokane Chamber of Commerce and two philanthropic organizations, the Independent Order of Oddfellows and the Independent Order of Foresters. As a tribute to his professional accomplishments, William James Ballard was noted for his contributions which were described as “wide and varied” and which “had a direct result upon Spokane’s welfare and improvement.”<sup>23</sup> Ballard’s artistic influence can readily be seen in the cobblestone porch with tapered porch pillars and an unusual but unique pointed bird-beak motif used to articulate the pointed ends of the home’s wide bargeboards and interior door and window lintels.

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<sup>19</sup> Ballard Plannery Company. *The Modern Bungalow, Second Edition*. Spokane: Shaw & Borden, 1910-1911.

<sup>20</sup> Durham, N. W. *History of the City of Spokane and Spokane Country, Vol. 2*. Spokane: Clarke Publishing Co, 1912, pp. 604-8.

<sup>21</sup> Ibid.

<sup>22</sup> “Designer Eyes 100.” *Spokane Daily Chronicle*, 27 Oct 1970.

<sup>23</sup> Ibid.

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Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

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*West façade in 2015*

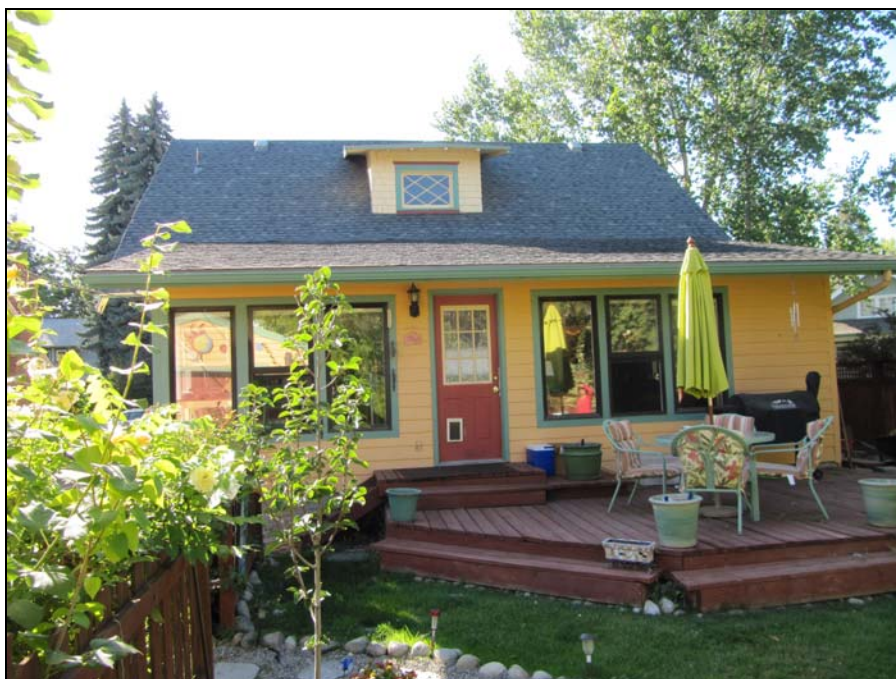


*North elevation in 2015*



Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

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*East rear elevation in 2015*



*Southwest façade in 2015*



*Front porch, looking south along porch floor in 2015*





*Cobblestone front porch pillar in 2015, looking west*

Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

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*Front porch gable roof in 2015*



*Front porch bargeboard in 2015*





*Interior door lintel in 2015*



*Interior living room, looking east in 2015*

Spokane City/County Register of Historic Places Nomination  
**ERNEST & ANNA CHAMBERLIN HOUSE**

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*Dining room, looking west into living room in 2015*



*Kitchen in 2015, looking southwest*

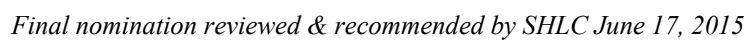


*Interior stairs between first and second floor in 2015*



*Garage in 2015*

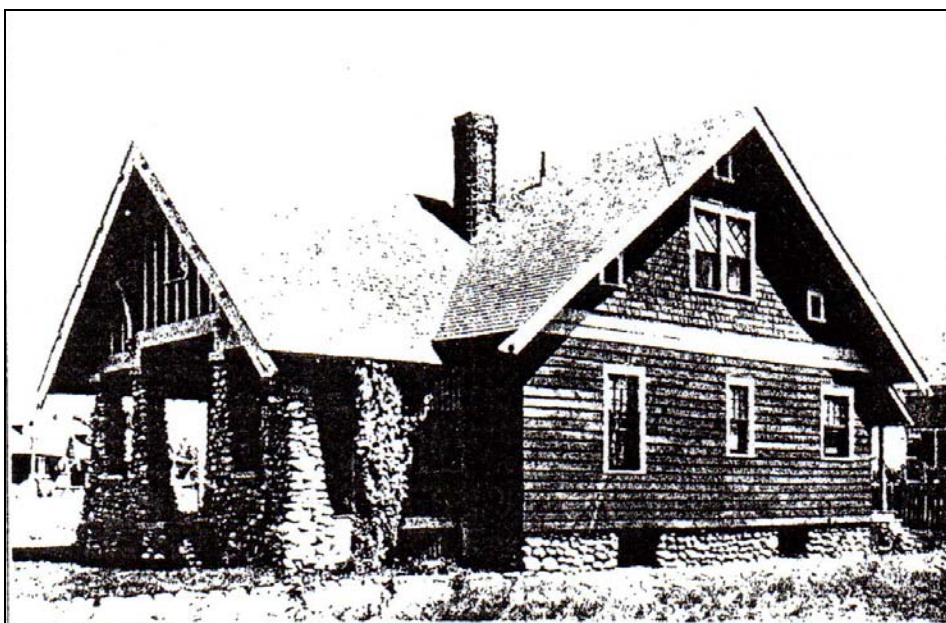




Hand-drawn site plan on graph paper showing a property layout. The plan includes a main rectangular area with dimensions 103' 3" by 120'. A curved boundary on the left is labeled "Sherwood St." with dimensions 29' and 30'. Inside the main area, there is a dashed rectangle with dimensions 30' by 20', a solid rectangle with dimensions 24' by 11', and a circle labeled "7". A dashed line is labeled "ECP". A small rectangular area on the right is labeled "24" and "14". The bottom boundary is labeled "120".

*Source: Spokane County public records*

*Final nomination reviewed & recommended by SHLC June 17, 2015*



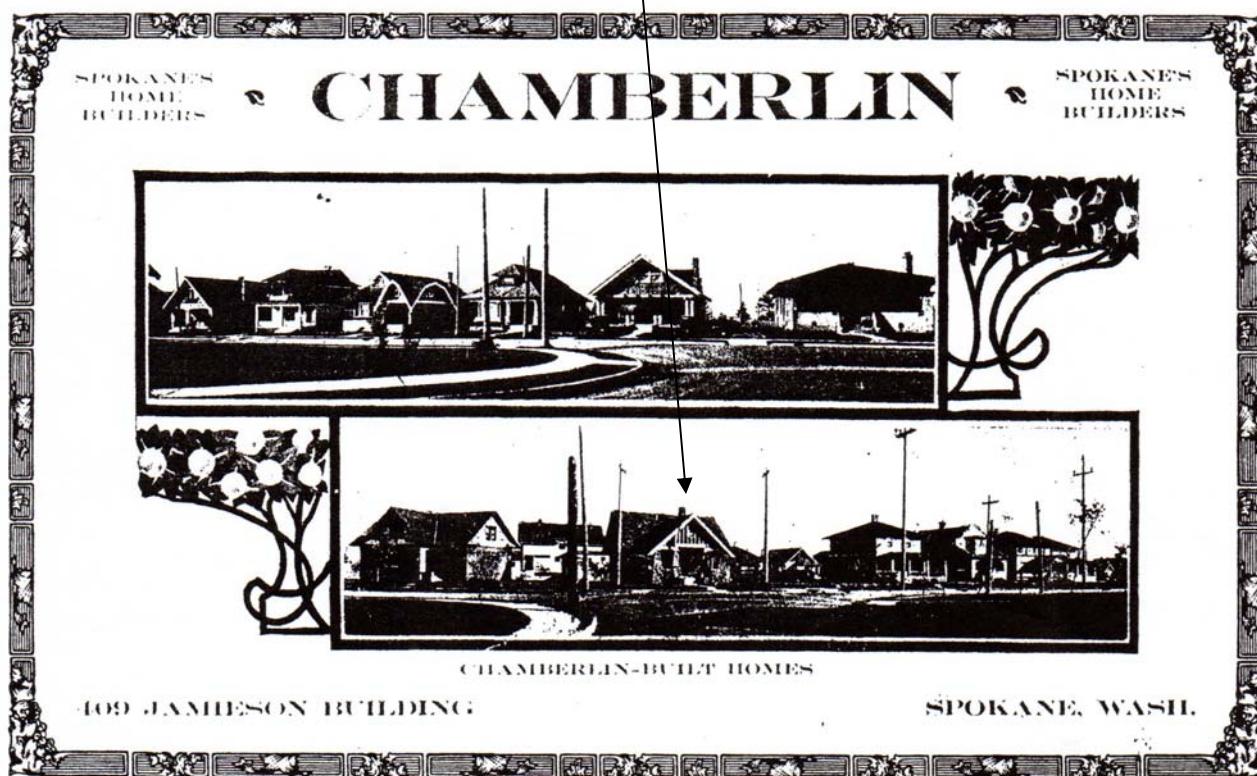
Home of E. A. Chamberlin, 01228 Sherwood St., Secretary and Manager Building Department.



*The photograph of the house was taken in 1910  
From Chamberlin Real Estate & Improvement Company brochure.*



*Chamberlin House*



*Chamberlin Real Estate & Improvement Company brochure from 1910*



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	OPR 2015-0587
<b>Renews #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MEGAN 625-6543	<b>Project #</b>	
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0780 - HILLYARD LIBRARY - 2936 EAST OLYMPIC - REGISTER OF HISTORIC		

**Agenda Wording**

Recommendation to list the Hillyard Library, 2936 East Olympic 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 City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Hillyard Library has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DUVALL, MEGAN	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	mduvall@spolanecity.org	
<b>Additional Approvals</b>		amcgee@spokanecity.org	
<b>Purchasing</b>		evance@spokanecity.org	
		wclark@spokanecity.org	



# **Findings of Fact and Decision for Council Review**

## **Nomination to the Spokane Register of Historic Places**

### **Hillyard Library – 2936 E. Olympic**

#### **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 1931, the **Hillyard Library** 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 **Hillyard Library** is nominated under Category C.
  - The Hillyard Library is **significant under Category C – architecture**. The property meets requirements for Category C in the area of "architecture" associated with the building's Italian Renaissance Revival styling and the architectural firm of Whitehouse Price who rendered the design.

**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 Hillyard Library building is remarkably intact. Almost no changes have been made to the exterior of the structure since its construction in 1931. The minimal changes that have occurred to the exterior are new cement stairs and ADA ramp in 2015 – otherwise all exterior features remain intact save the "Hillyard Branch" lettering over the entryway which the current owners intend to recreate.
- The Hillyard Library is eligible under Category C as a good example of the Italian Renaissance Revival style, which features a rectangular plan, symmetrical facades with masonry exterior walls highlighted by cast stone or terra cotta detailing. Small scale examples such as depots, libraries and dwellings, utilize hip roofs with wide overhanging eaves covered in clay tile, which harkens to the Mediterranean roots of the style.

**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 **Hillyard Library** according to the appropriate criteria at a public hearing on 6/17/15 and recommends that the **Hillyard Library** be listed on the Spokane Register of Historic Places.

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

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

(HILLYARD L1-2 B16 N75FT)

Parcel Number 36343.2101, is governed by a Management Agreement between the City of Spokane and the Owner(s), Hillyard Investment Group, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

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

Dated:  \_\_\_\_\_ 6-22-15

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **17th** day of **June 2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Hillyard investment Group, LLC** (hereinafter "Owner(s)"), the owner of the property located at **2936 East Olympic Avenue** commonly known as the **Hillyard Branch Library** 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.

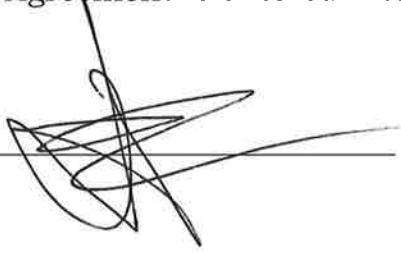
5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (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

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Owner

CITY OF SPOKANE

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

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

ATTEST:

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

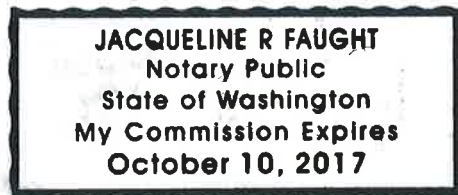
Approved as to form:

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

STATE OF WASHINGTON       )  
  ) ss  
County of Spokane        )

On this 17<sup>th</sup> day of June, 2015, before me, the undersigned,  
a Notary Public in and for the State of Washington, personally appeared  
DWYANE ALEXANDER  
\_\_\_\_\_, to me known to be the  
individual(s) described in and who executed the within and foregoing  
instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as  
\_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes  
therein mentioned.

17<sup>th</sup> IN WITNESS WHEREOF, I have hereunto set my hand and official seal this  
day of June, 2015.



Jacqueline R. Faught  
Notary Public in and for the State  
of Washington, residing at Spokane

My commission expires 10-10-2017

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.

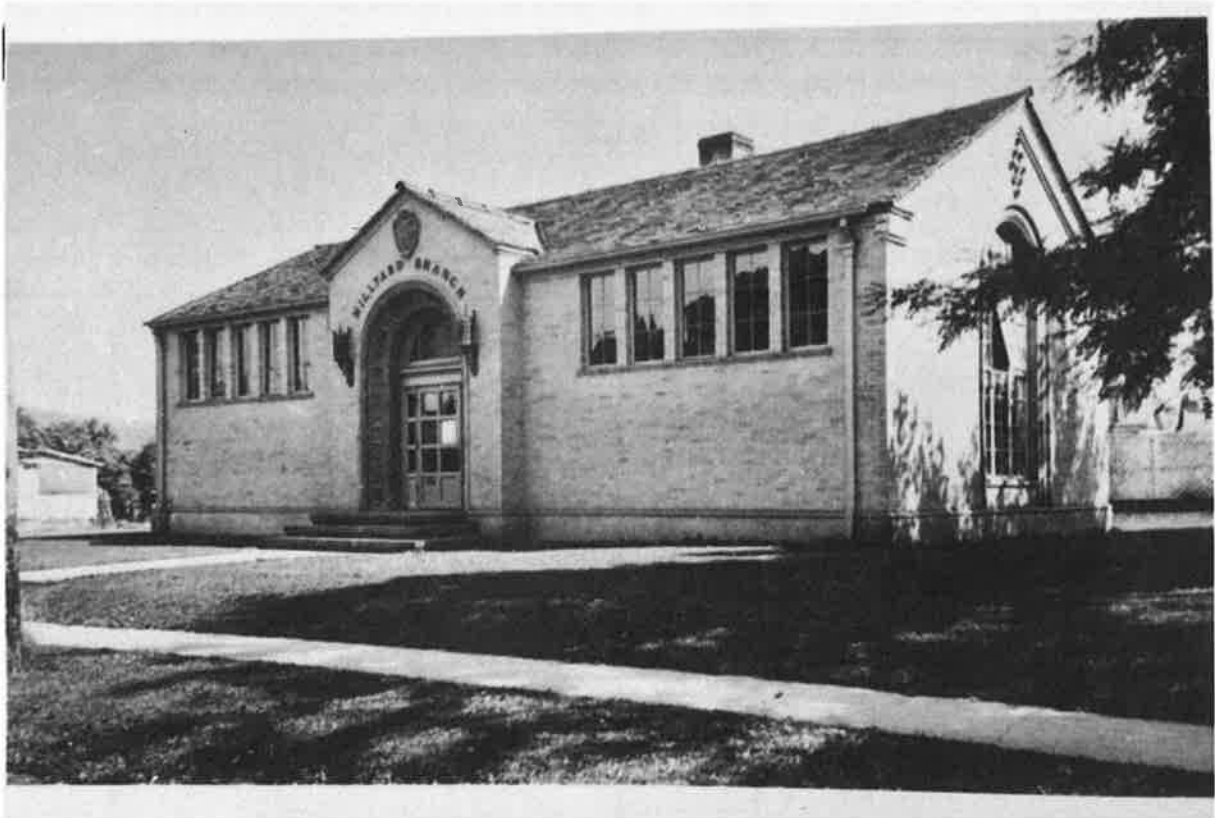
**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



# Hillyard Branch Library

2936 East Olympic Avenue  
Spokane, WA 99217

BUILT IN 1929



# 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: Hillyard Branch Library

And/Or Common Name: Enter common name of property

## 2. Location

Street & Number: 2936 East Olympic Avenue

City, State, Zip Code: Spokane, Washington 99217

Parcel Number: 36343.2101

## 3. Classification

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

## 4. Owner of Property

Name: Hillyard Investment Group, LLC

Street & Number: 3016 East Queen Avenue

City, State, Zip Code: Spokane, Washington 99217

Telephone Number/E-mail: 509-714-5867/ dwayne@nwmailing.com

## 5. Location of Legal Description

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

## 6. Representation in Existing Surveys

Title: Enter previous survey name if applicable

Date: Enter survey date if applicable

☐ Federal ☐ State ☐ County ☐ Local

Depository for Survey Records:

Spokane Historic Preservation Office

## 7. Description

### Architectural Classification

### Condition

- ☒ excellent
- ☐ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

### Check One

- ☒ unaltered
- ☐ altered

### Check One

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

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

## 8. Spokane Register Criteria and Statement of Significance

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

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

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

## 9. Major Bibliographical References

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

## 10. Geographical Data

Acreage of Property: 1/4  
Verbal Boundary Description: Southwest corner of Haven and Olympic  
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Dwayne W. Alexander  
Organization: Hillyard Investment Group LLC  
Street, City, State, Zip Code: 3016 East Queen Avenue, Spokane, WA 99217  
Telephone Number: Enter your telephone number  
E-mail Address: dwayne@nwmailing.com  
Date Final Nomination Heard: June 17, 2015

## 12. Additional Documentation

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

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: 5/11/15


Date of Landmarks Commission hearing: 6/17/15

Landmarks Commission decision: approved

Date of City Council/Board of County Commissioners' hearing: ~~7/6/15~~ 7/6/15

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

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

  
**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

6/22/15  
**Date**

Attest:

Approved as to form:

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

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

## SUMMARY STATEMENT

Built in 1929, the Hillyard Branch Library is a single-story, masonry-brick building with architectural timber vaulted ceilings and a tile roof. The outer walls were made from 14" cement and lined with brick on the exterior, creating a structure that could last a lifetime. Solid oak doors and floors create the ability to host multiple functions in the establishment. Finishing touches include steel framed stained glass windows over the main entryway and vaulted ceiling with hand-carved / hand painted trim on the timbers. Braces that join the trusses are held together by forged steel and custom, hand-forged rivets. The modest brick building uses elements of Italian Renaissance as seen in the arched windows on the east and west facing sides. Also of note is the entrance with an arched transom over the multi-sash doors. The dominant architectural feature of the north façade is a formal front entrance with marble trim. The architectural styling of this facility is reminiscent of the West Valley High School, another Whitehouse & Price building.

## DESCRIPTION OF PROPERTY

The Hillyard Branch Library is on the corner of the intersection formed by North Haven St. and East Olympic Ave. It is built on level ground in the center of lot 3.2101, which forms Spokane County Parcel number 36343.2101. The parcel measures 75ft wide and 50ft deep. The property is surrounded by a mixture of domestic architecture built from 1900-1950 as well as commercial buildings constructed as recently as 2000. A grass lawn encircles the building.

### *Exterior*

Hillyard Branch Library is a modest brick building that uses elements of Italian Renaissance in its design. The building is a single-story, masonry-brick building with a rectangular footprint that measure 60ft wide and 30ft deep with projecting cross gables of differing width on the north and south elevations. The roof is covered with red glazed barrel-shaped ceramic tiles. The brick masonry building has 14-inch cement walls, architectural timber vaulted ceilings and large arched windows on east and west facing sides. Located within the upper gable on the south side of the building are nine, 4-inch ceramic ventilation pipes visible on the exterior; on the west and east elevations there are nine ventilation pipes that are 3-inches in diameter. The ceramic pipes (called "drain tiles" on the original architectural plans) were used as ventilation through the building allowing air to pass through the middle of the tiled roof slope without compromising the weatherproof qualities of the roof covering and to ventilate the moist air. Corbeling is apparent in the brickwork along the cornice of all four elevations and stone corbels with scroll design are located on each cornice return.

Located on the east and west elevations of the building are prominent arched clear glass, steel-sash windows. These windows feature three distinct window sections: the lower set of three windows are made up of fixed, eight light steel-sash windows; the middle section is made up of three operable awning style windows with 6 panes; finally, the top

culminates at the arch with four light fixed windows. The north elevation contains two sets of five awning style, six light, steel case windows which symmetrically flank the main entrance.

The main entrance of the building is centered in the north elevation. The primary entrance into this building is through oak door with six plate-glass lights and two solid oak panels on the bottom. There are two side lights on either side of the door and each includes three vertical panes of glass with a solid oak panel at the bottom. The entry arch is detailed with decorative terra cotta tiles with rosettes and other embellishments that define the curved surface. A semi-circular stained glass window resides within the uppermost area of the arch and features a green circle and yellow diamond pattern. Above the stained glass and terra cotta arch is the original "cartouche" which states "Spokane Public Library" and the year of 1894. The current owner plans to reinstall the "Hillyard Branch" signage that was originally on the building on either side of the entry door.

On the south elevation, there is a set of two steel-sash casement windows centered on the projecting gable end. These windows consist of six lights each. To the east of the centered window is another set of windows, these are eight light casement windows. To the west of center on the rear gable end is a man door.

### *Interior*

The main entry door opens to a vestibule which features hexagonal terra cotta colored tile and another oak door with window inserts and side lights that mimic the exterior entry door. Just past the vestibule is a large rectangular room which originally was the library. This space is made up of plaster walls and vaulted ceilings with hand-carved and painted exposed timber beams. Two small rooms are separated from the main rectangular space and were designated as a kitchen and a restroom. There two rooms are on the south-side of the building. There is also a small hallway with an egress to south.

A stairwell located near the south rear door winds down to the basement. The basement contains a second restroom, but is mostly unfinished and was originally used for storage, a boiler room and a coal room.

### **ORIGINAL APPEARANCE**

The original exterior design of the building is pictured in black-and-white photographs taken in 1931, just after the building was built (see historic photo 1 and 2). The photographs show how intact the Hillyard Branch Library building remains: including the original design, materials, workmanship and architectural elements.

The original reading room was rectangular in plan and consisted of a children's reading room to the east and an adult reading room to the west. After leaving the vestibule inside the front entrance, early patrons would have faced the "delivery desk" as is noted on the

original architectural drawings. A closet and the ladies room was behind the children's reading room to the south; and a kitchenette and the librarian's room were south of the adult's reading room. Down the stairs to the basement was the men's restroom, boiler room, fuel room and storage closet. Floors were made of cork, but were replaced due to wear with carpeting in the mid-1970s.

## **MODIFICATIONS**

The Hillyard Library is in excellent condition reflecting the craftsmanship and quality of materials used when the building was constructed. The building does show age and requires some cleaning/ polishing and minor upgrades. Cement steps and ADA-approved ramp have been added to the front entrance. A pony wall with framed windows has been added near the west-facing window. The kitchen cabinetry, counters and refrigerator have been removed as they were in poor shape. New hardwood floors were added to the main level and stainless steel backsplashes were added to kitchen walls. The public restroom is also in the process of being updated to meet ADA requirement to accommodate turning radius for standard-sized wheelchairs. On the grounds, shrubbery has been removed due to overgrowth and poor maintenance. Fence-lines have been re-established and updated fencing materials will be used to outline property boundaries. 'Hillyard Branch' will be added to the archway as was depicted in the original pictures.

<u>Areas of Significance</u>	Education, Architecture
<u>Period of Significance</u>	1929-1983
<u>Architect</u>	Whitehouse and Price

## STATEMENT OF SIGNIFICANCE

This building opened its doors in 1929 as the Hillyard Branch of the Spokane Library system and served many patrons until the library closed in 1983.

## HISTORIC CONTEXT

Located northeast of Spokane, the quiet plains, which would become Hillyard, were once known as the "Wild Horse Prairie."<sup>1</sup> It was not until the railroad came to the area, incessantly pushed east by John Hill, did the prairie turn into a bustling community. Named in October of 1892 in honor of the man "whose railroad would link St. Paul and Seattle less than three months later," Hillyard developed in the right place at the right time.<sup>2</sup> From the nomination to the Spokane Register of the Hillyard Business District in 2003:

*The community of Hillyard developed as a "railroad town" for the hundreds of workers and their families who were employed at the Great Northern Railroad's western regional terminal facility, the internationally acclaimed rail yard that at one time manufactured the heaviest and most powerful steam locomotives in the world. The huge rail yard was constructed in 1892, the same year Hillyard was planned and platted. Stimulated by the enormous success of the rail center, the town of Hillyard thrived in its location adjacent to the Great Northern yard. Market Street was the market place and pulse beat of the community and provided the town's necessary staples, sundries, and services such as food, clothing, shelter, business enterprise, and places for socializing. Through the first half of the 20th century, especially ... from 1901 to 1948, Hillyard continued to grow and adapt in response to changing patterns in government, commerce, and technology.*<sup>3</sup>

From 1892 to 1924, Hillyard enjoyed independence from the City of Spokane as an unincorporated village. However, as the city grew and expanded in all directions, Hillyard was eventually targeted for annexation. In 1905, rumors spread that Hillyard would "retaliate against Spokane" by absorbing new suburbs and incorporating which would cause Hillyard to become a large "rival city."<sup>4</sup> In 1908, *The Spokesman-Review*

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<sup>1</sup> John J. Lemon, "Land Sale Ends Era for Hillyard," *Spokane Daily Chronicle*, February 17, 1962

<sup>2</sup> Ibid.

<sup>3</sup> Linda Yeomans, Spokane Register of Historic Places, Hillyard Historic Business District, Spokane, Spokane County, Washington, 2003,

<sup>4</sup> "Make Hillyard a Great Big Town," *Spokane Daily Chronicle*, May 23, 1905.



was reporting that many Hillyard residents were signing petitions asking that a vote be taken for annexation to Spokane.<sup>5</sup> After years of speculation and deliberation, at 10:00 am on September 24, 1924 the City of Spokane finally succeeded in annexing Hillyard.<sup>6</sup> Along with annexation came the opportunity to participate in civic engagements such as building a branch of the Spokane Public Library in Hillyard. The City Council approved the funds to build the library in 1928. Construction began in 1929 and the project was finished by December 1929.

### WHITEHOUSE & PRICE

The library was designed by the noted Spokane architectural firm of Whitehouse & Price.<sup>7</sup> Harold Clarence Whitehouse (1884-1974) was an American architect based in Spokane, Washington. He studied architecture at Cornell University and graduated in 1913 with fellow graduate Ernest V. Price, after which they formed a partnership, the firm Whitehouse & Price, in 1913. Whitehouse was elected to the American Institute of Architects College of Fellows in 1959 and won the Allied Art Award in 1961. Works of Whitehouse or the firm (with attribution) include:

- ~Cathedral of St. John the Evangelist, Spokane, Washington*
- ~Eastern State Hospital*
- ~Farragut Naval Training Station (650 buildings), Lake Pend Oreille, Bayview, Idaho*
- ~Hutton Settlement, Spokane, Washington*
- ~Benewah Milk Bottle, Spokane, Washington*
- ~Rosebush House, Spokane, Washington*
- ~West Valley High School, Millwood, Washington*

In 1974, Harold Whitehouse died at the age of 90 in a Spokane convalescent center. Whitehouse's manuscripts, including original drawings, can be located at the Eastern Washington State Historical Society.

### *Original/Later Uses of Property:*

- City Public Library, Hillyard Branch 1929-1983
- Hillyard Montessori Center 1984-1987
- Church of the Resurrection 1988-2013

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<sup>5</sup> *Spokesman Review*, June 15, 1912

<sup>6</sup> "Hillyard Joins Spokane Today," *Spokesman-Review*, September 24, 1924.

<sup>7</sup> Job #811

### **ARCHITECTURAL SIGNIFICANCE**

The Hillyard Branch Library is a small-scale building designed by Spokane's distinguished Whitehouse & Price architectural firm in the Italian Renaissance Revival style. It is an incredibly intact example of the style with few changes to the exterior since it was constructed. It has integrity of location, design, setting, workmanship, materials, feeling and association. Harold Whitehouse, a partner and principle architect, had already begun work on Spokane's renowned St. John's Cathedral in 1925. Four years later his firm contracted to design the Hillyard Branch Library. One can see that some of the Cathedral elements were also incorporated into the Library building, specifically the semi-circle topped arches and the vaulted ceiling among others. Hillyard was fortunate to have had the Library included among the thousands of structures Whitehouse and his staff continued to design over 68 years, many of their designs have been listed on the National, State and Spokane Registers of Historic Places.

Hillyard's 'landmark' library building on the corner of Haven and Olympic has been treasured by generations of residents, including the thousands of children who discovered countless adventures, histories and biographies on its shelves. Even though the building is no longer the Hillyard Library, the community continues to believe it should be preserved for generations to come.

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*Spokesman Review*, June 15, 1912.



Historic Photo 1(ca. 1931)



Historic Photo 2 (ca. 1931)



Photo 1: Detail over the main entryway (June 3, 2015)



Photo 2: Close-up of cartouche on main entryway (June 3, 2015)





Photo 3: Unique terra-cotta archway at the main entryway (2015)



Photo 4: Stained glass window over the main entryway (2015)



Photo 5: East façade of building – note opened awning style windows (June 3, 2015)



Photo 6: Detail of ventilation pipes above window on east façade (June 3, 2015)





Photo 7: Red glazed barrel-shaped ceramic tiling of the roof (June 3, 2015)



Photo 8: Stonework detail on southeast corner of east façade (June 3, 2015)





Photo9: Hand-carved and hand-painted trim on timbers (June 3, 2015)



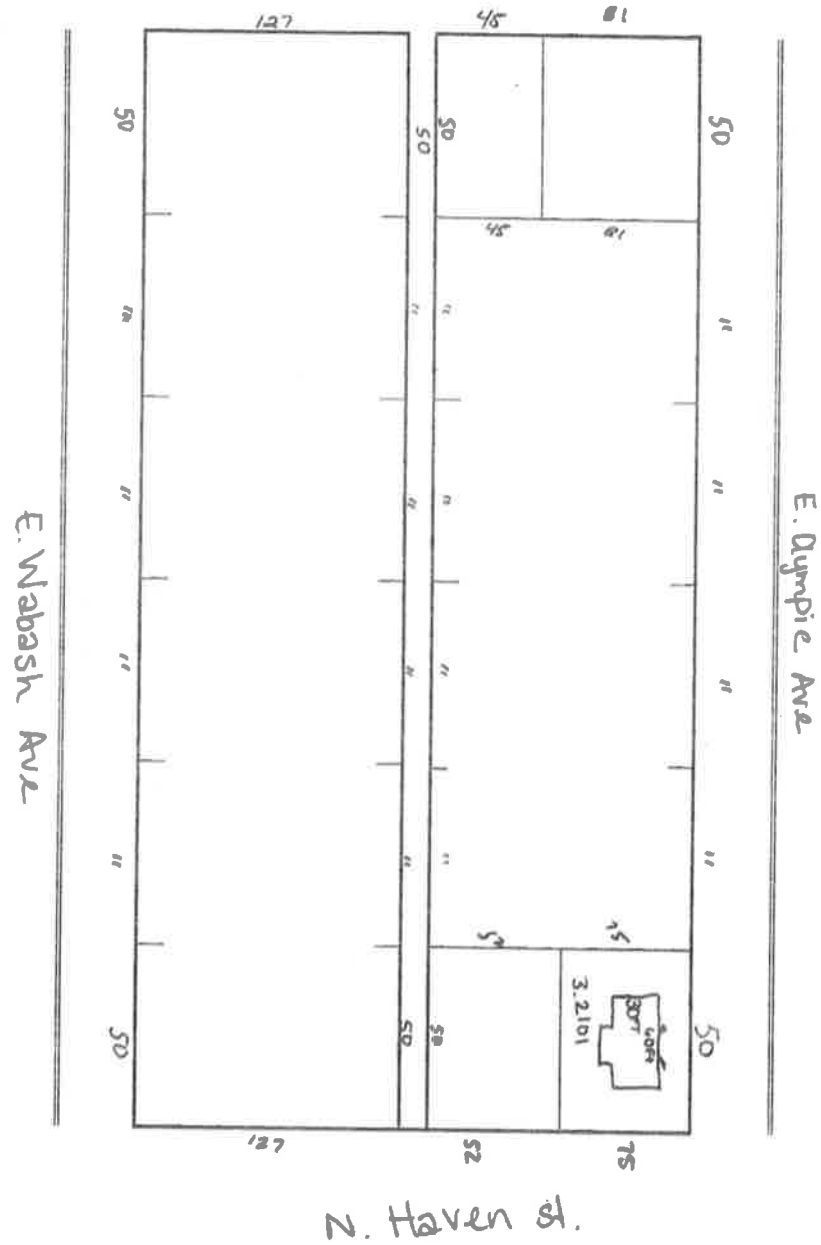
Photo 10: Close-up of hand-paint and carved trim (June 3, 2015)



Photo 11: Interior view of original entranceway – note painted border (June 3, 2015)

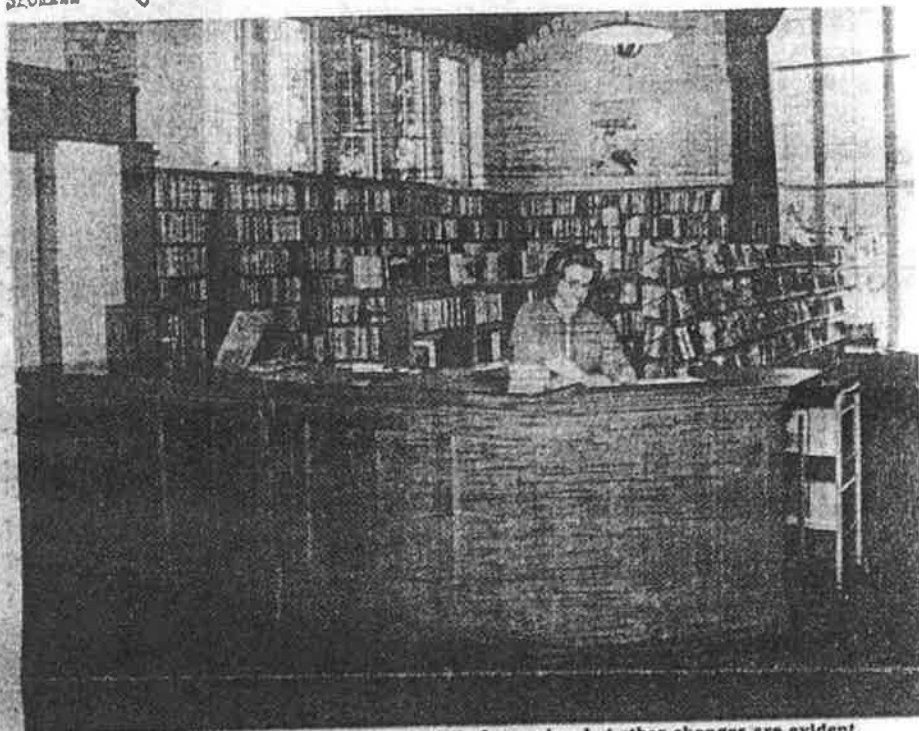


Photo 12: Close-up of hand painted border on the interior walls (2015)



Site drawing of Hillyard Branch Library showing relationship on block

SPokane - Libraries - SPL - Branches



Librarian Fay Reynolds' impressive oak desk remains, but other changes are evident.

## Hillyard Library Gets New Carpets, Facelift

Like many approaching 50, the public library in Hillyard needed a facelift.

With a little help from federal anti-recession funds, the landmark building at Haven and Olympic now is the only completely carpeted Spokane Public Library branch, an experiment which has pleased Fay A. Reynolds, branch librarian.

The carpeting has worn well since it was installed in April, even under the snow-tracked traces of a wet winter.

And the library is noticeably quieter, Mrs. Reynolds said, despite the roar of traffic on the busy arterial near the building.

Built in 1927 for about \$20,000, the branch has an impressive cathedral ceiling and intricate architectural design. M. S. Hilgley, then chairman of the city library board, called it "as fine a little library building as there was in the West."

The branch opened with 8,000 volumes, replacing a 2,500-volume reading room converted from the up-

per floor of the old Hillyard City Hall in 1926.

But repairs, as with some of the books, were overdue.

The original cork composition floor was worn beyond repair, Mrs. Reynolds said, so \$1,565 in federal funds was allocated to carpeting.

Custodians say the new floor covering takes longer to clean, she said, but the overall advantages seem to outweigh the complaints, even down to the children's reading groups, which no longer need to sit on carpet samples.

Library director Betty W. Bender said she still is studying the general suitability of carpeting in other libraries, but is pleased with the improvements at the Hillyard Branch.

Most noticeable is a more "open" arrangement, achieved by reducing the size of the huge circulation desk and taking out shelving to allow more

room for browsing, reading and story telling.

Some 2,000 books, mostly hard-cover, were discarded in the remodeling, but the paperback collection was doubled to 4,000 volumes, keeping the branch volume total at 15,000.

Paperbacks "are what the people seem to want," Mrs. Reynolds said. About 60 percent of the adult circulation interest is in soft-cover books and 45 percent of total circulation is in paperbacks, she said.

For a time it appeared the distinctive tile roof might have to be replaced with less expensive alternative roofing, but library officials found a firm which had matching tile and damaged portions of the roof were repaired for \$600, maintaining the building's original look.

What do the patrons think of all these changes?

Says Mrs. Reynolds: "They've been nothing but pleased."

## NEW HILLYARD LIBRARY OPENS

Representative Citizens and Officials Join in Dedication of \$20,000 Building.

### 100 AT CEREMONIES

Residents of Community Paid for  
Mrs. Vera Greene to Be

by *Chapman*  
May 29

Hillyard's new library building at East Olympic avenue, which will house the Spokane branch library formerly quartered in the old Hillyard city hall, was formally opened and dedicated Wednesday night by George W. Fuller, city librarian, members of the city council, the library board, and prominent Hillyard residents active in the acquisition.

There were about 100 present at the ceremonies which included talks by representative citizens and officials, selections by the Hillyard high school orchestra and solos by J. Lee Palmer, principal of the Manual school, accompanied by Miss Laura Karr.

#### Station in Style

The building, of one-story construction, 33 feet long and 28 feet wide, is particularly handsome in Italian style. Large cathedral-shaped windows at each end and windows high in the walls on the front insure plenty of light. The inside decorations are in polychrome effects in red, blue and gold. Two supporting beams are sandblasted in patterns and these decorations are carried throughout the interior.

The building was constructed at a cost of \$20,000 appropriated September 11, 1928, by the city council and that all the money might be spent for the building, the Ladies' Library club of Hillyard, aided by the commercial club and the Lions club raised \$150 among Hillyard residents to purchase the site.

Mrs. P. H. Usher, chairman of the women's committee that worked for the site funds, introduced Mr. Fuller, who presented Mayor Leonard Funk and City Commissioner A. J. Fabian. Mayor Funk spoke on behalf of the city council and said that the thing that impressed him more about the new library than any other was the unselfish efforts of Hillyard citizens in raising the \$20 for the site.

#### Many Add Praise

M. H. Hixley, chairman of the library board, declared that he was proud of the building and that he particularly liked the bright colors in its decorations. He stressed the great good to a community from fine churches, schools and libraries, and said he was proud to be on the board that had jurisdiction over such a library, which he declared as fine a little library building as there was in the west.

Attorney H. O. Connor, Mrs. Joe Ferris and Miss F. Griggs, members of the library board, and Miss Vera Greene, Hillyard librarian, were introduced. W. D. Vincent, the other member of the board, could not attend.

J. D. Meyer, president of the Hillyard Commercial club, and W. W. Simpson of the Hillyard Lions club expressed gratification on the part of their organizations for the library. Mrs. Usher outlined the efforts on behalf of Hillyard in securing the building and thanked those who had helped, while Mrs. Thomas E. Kahoe read an appreciation from the children and teachers at the St. Patrick's parochial school at Hillyard.

IN REVIEW, 3-17-36, SPOKANE, WASH.

## LET HILLYARD LIBRARY WORK

To Open Branch on May 1—To  
Refurbish North Monroe, Heath  
and East Side Interiors.

Contracts were awarded at the monthly meeting of the city library board yesterday for remodeling, furnishing and equipping the Hillyard branch of the city library. Through donations by the city council, the upper floor of the old city hall at Hillyard will be converted into a library room 21 by 36 feet, for housing books and reading room purposes. In addition a smaller room will open off the large room for a staff and work room.

Contract for the remodeling was awarded W. J. Jones of Hillyard. The contract for the shelves, desks and tables was awarded to the Woodcrafters. The aim is to have the Hillyard library branch open as near May 1 as possible. Book purchases for the Hillyard branch were made as early as last December and are still under way. At least five volumes will be available at the opening.

T. Chapman was awarded the contract for redecorating the interior of the North Monroe, Heath and East Side libraries. This will be the first attention these buildings have received since they were completed.

Appointment of Miss Marie Brown as secretary to librarian G. W. Fullin was approved. Member of the city library commission are Miss Frances Griggs, chairman; W. D. Vincent, Mrs. Joe E. Ferris, H. O. Connor and M. H. Hixley.



7  
**THE STANDARD FORM OF AGREEMENT BETWEEN CONTRACTOR  
AND OWNER FOR CONSTRUCTION OF BUILDINGS.**

**ISSUED BY THE AMERICAN INSTITUTE OF ARCHITECTS FOR USE  
WHEN A STIPULATED SUM FORMS THE BASIS OF PAYMENT**

This Form of Agreement has received the approval of the National Association of Builders' Exchanges, the Associated General Contractors of America, the Joint Conference on Construction Contracts, the National Association of Master Plumbers, the National Association of Sheet Metal Contractors of the United States, the National Electrical Contractors' Association of the United States, the National Association of Marble Dealers, the Building Granite Quarries Association, and the Building Trades Employers' Association of the City of New York.

FOURTH EDITION, COPYRIGHT 1915-1918-1923 BY THE AMERICAN INSTITUTE OF ARCHITECTS, THE OCTAGON, WASHINGTON, D. C.  
THIS FORM IS TO BE USED ONLY WITH THE STANDARD GENERAL CONDITIONS OF THE CONTRACT FOR  
CONSTRUCTION OF BUILDINGS

**THIS AGREEMENT** made the Seventh  
day of June in the year Nineteen Hundred and Twenty-nine  
by and between M. Medby

hereinafter called the Contractor, and The City of Spokane through its

Board of Trustees of the Public Library hereinafter called the Owner,  
**WITNESSETH**, that the Contractor and the Owner for the considerations herein-  
after named agree as follows:

**Article 1. Scope of the Work**—The Contractor shall furnish all of the materials  
and perform all of the work shown on the Drawings and described in the Speci-  
fications entitled General and Electrical for the Hillyard Branch  
Library, Spokane, Washington, except as noted under Article 7

(Here insert the caption descriptive of the work as used on the Drawings and in the other Contract Documents)

of this Contract,

prepared by Whitehouse & Price

acting as and in these Contract Documents entitled the Architect; and shall do  
everything required by this Agreement, the General Conditions of the Contract,  
the Specifications and the Drawings.

**FORM A1**

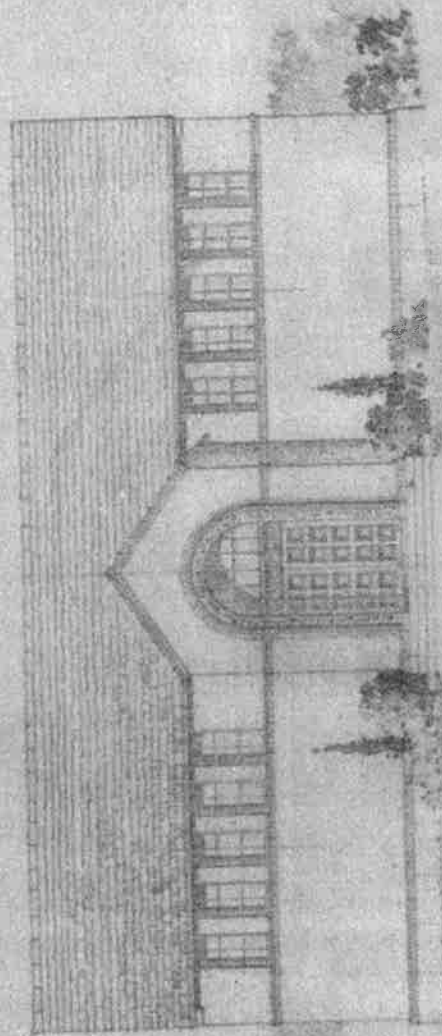
**Agreement between Contractor and Owner.**  
**Fourth Edition — Five Pages — Page 1.**

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the  
day and year first above written.

*H K*  
Standard Pkg Htg Co  
By *H K Patton*  
City of Spokane by its Board  
of Trustees of the Public Library  
*M. M. Higley*  
Chairman  
*George W. Puller*  
Secretary

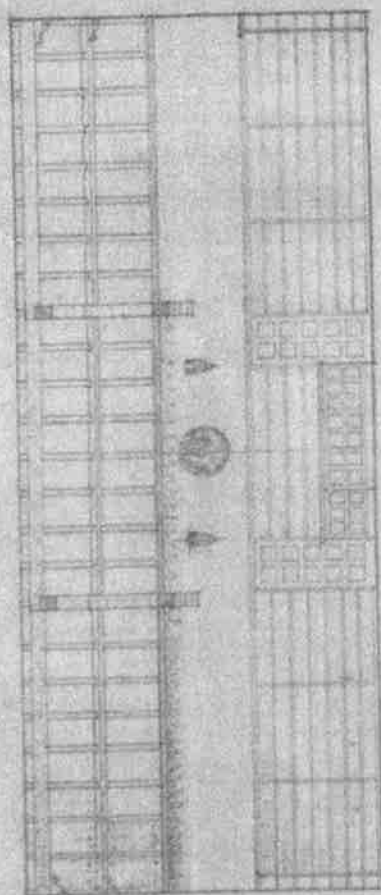






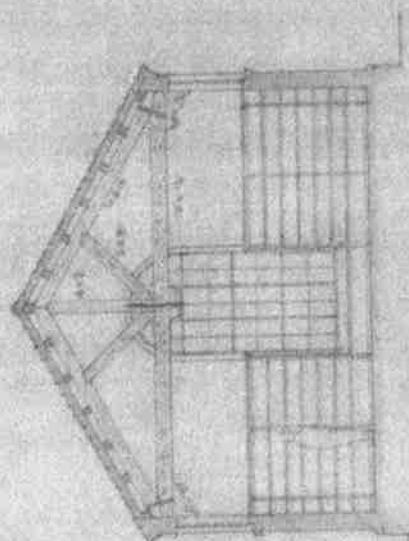
FRONT ELEVATION  
1/6" scale

Y. M. H.



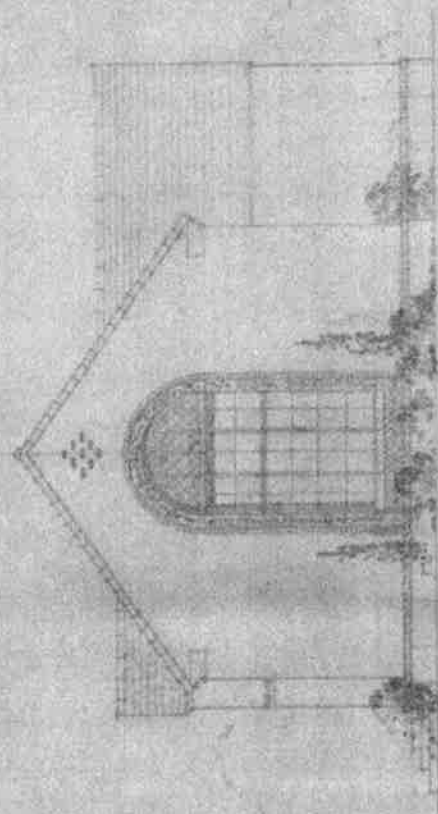
LONGITUDINAL SECTION

1/4" SCALE



CROSS SECTION

1/4" SCALE



SIDE ELEVATION  
1/8" = 1'-0"



HAYEN STREET

JDEWALK

Property 26.4.

278-07

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James

Page 10 of 10

① 2009 年 12 月 31 日

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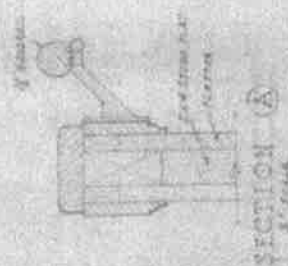
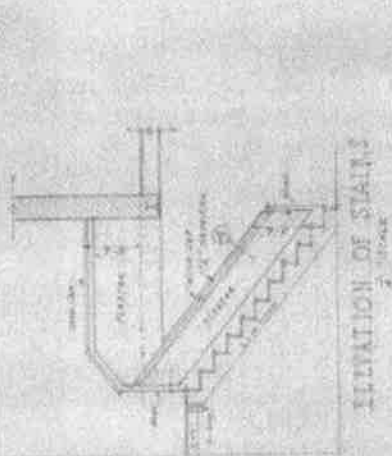
Page 9

QALYs gained = 4.938 QALYs

10. *Journal of the American Medical Association*, 273:1033-1034, 1995

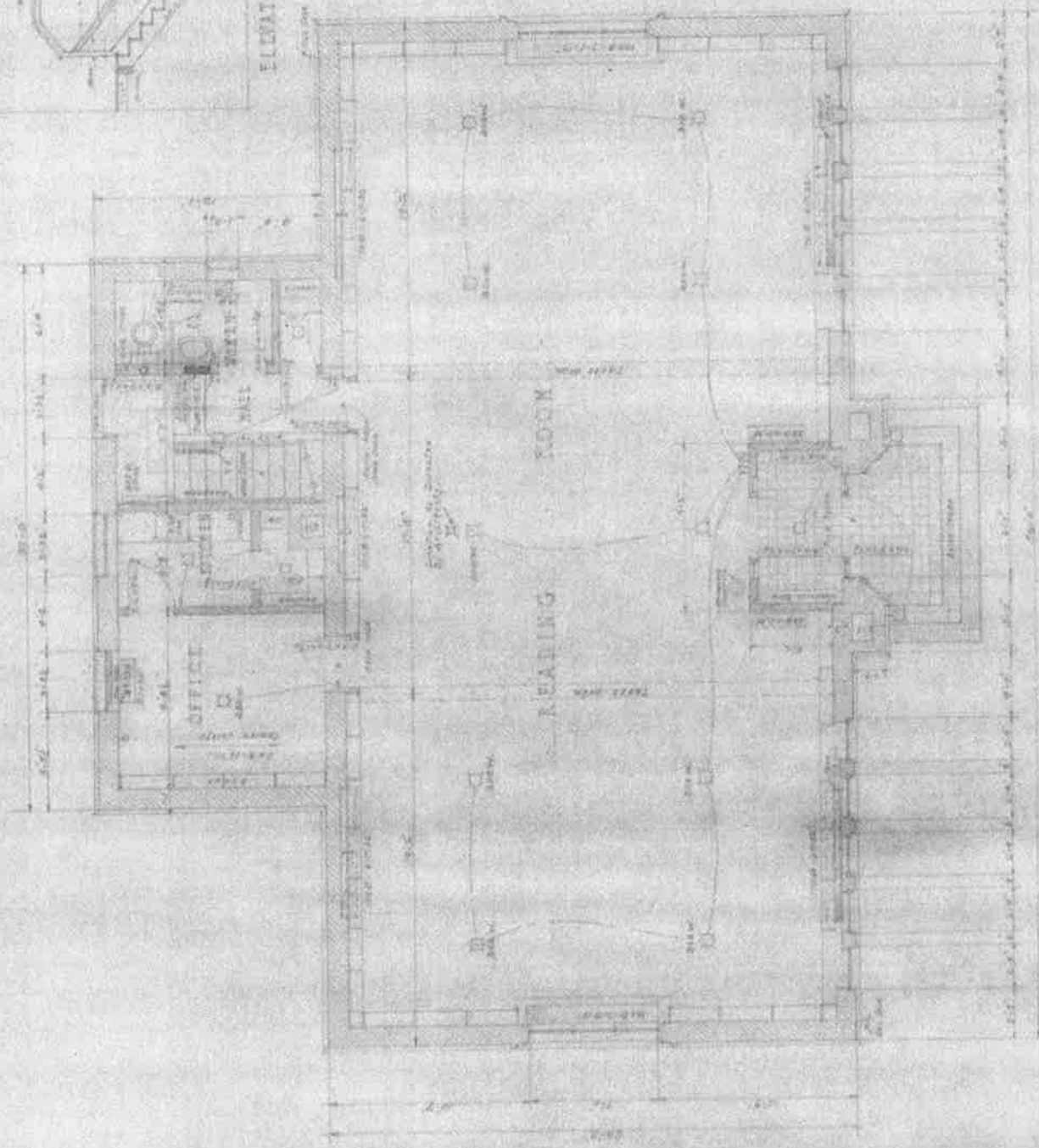
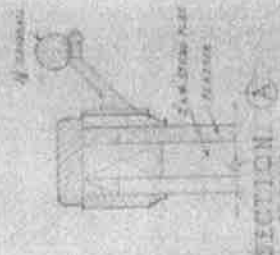
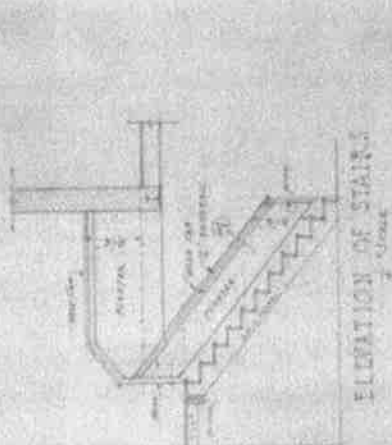
SPokane Public Library	DATE	1
LIBRARY	BRANCH	
811	BOOKS	
WATSON, A. PRIOR		
WATSON, A. PRIOR		
WATSON, A. PRIOR		





SPENCER-PUBLIC-LIBRARY  
CHURCH  
JAN 2 1931  
WINTHROP & PRINCE  
BOSTON, MASS.  
MASSACHUSETTS





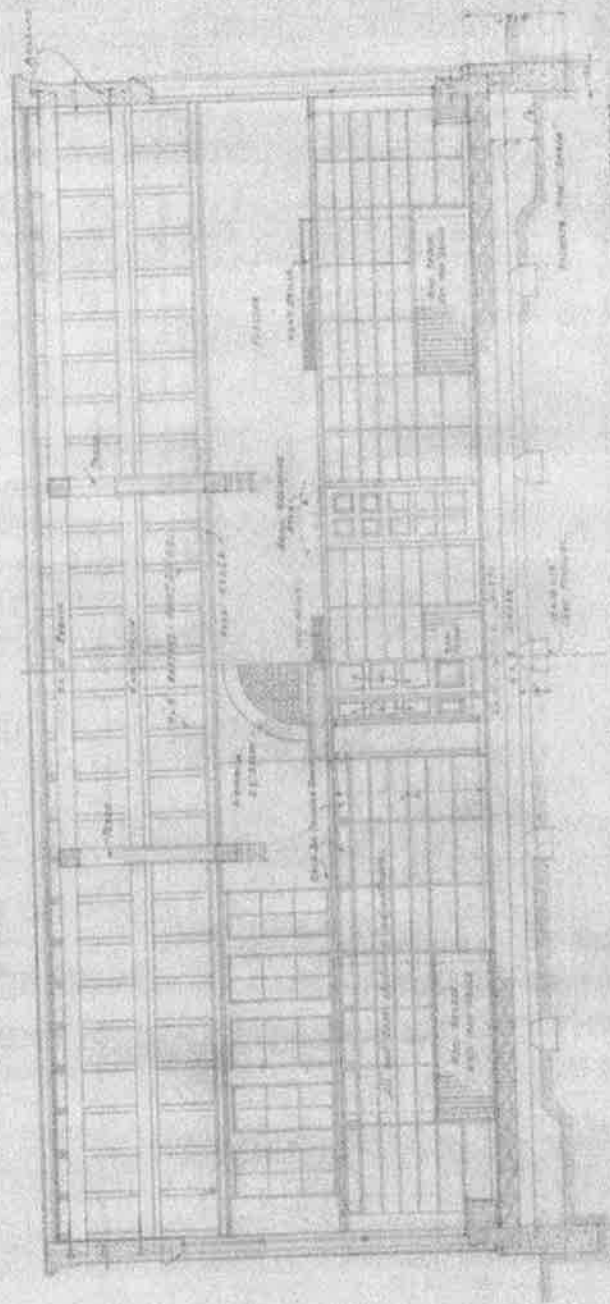
SPokane Public Library	W. C. K. 1824	3
811	W. C. K. 1824	3
W. C. K. 1824	W. C. K. 1824	3
W. C. K. 1824	W. C. K. 1824	3

[illegible]



WITH REVOLUTION

1811	NOV 1964	SPRINGFIELD-PUBLIC-LIBRARY
1811	NOV 1964	SPRINGFIELD-PUBLIC-LIBRARY



SECTION TOWARD NORTH SECTION TOWARD SOUTH

Scale 1/8" = 1'-0"

SPECIAL-PUBLIC-LIBRARY	
871	7
UNIVERSITY & PRICE	

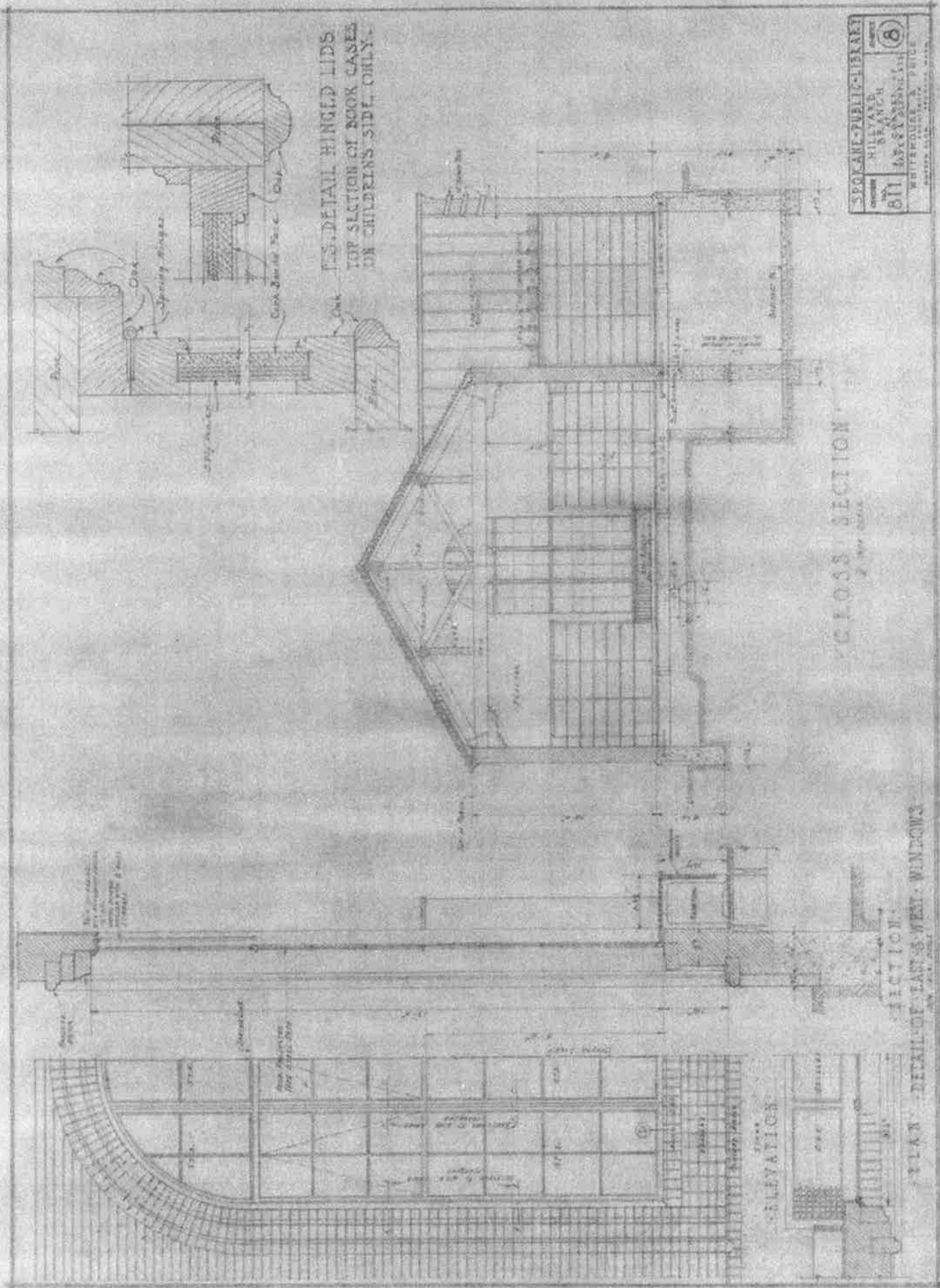
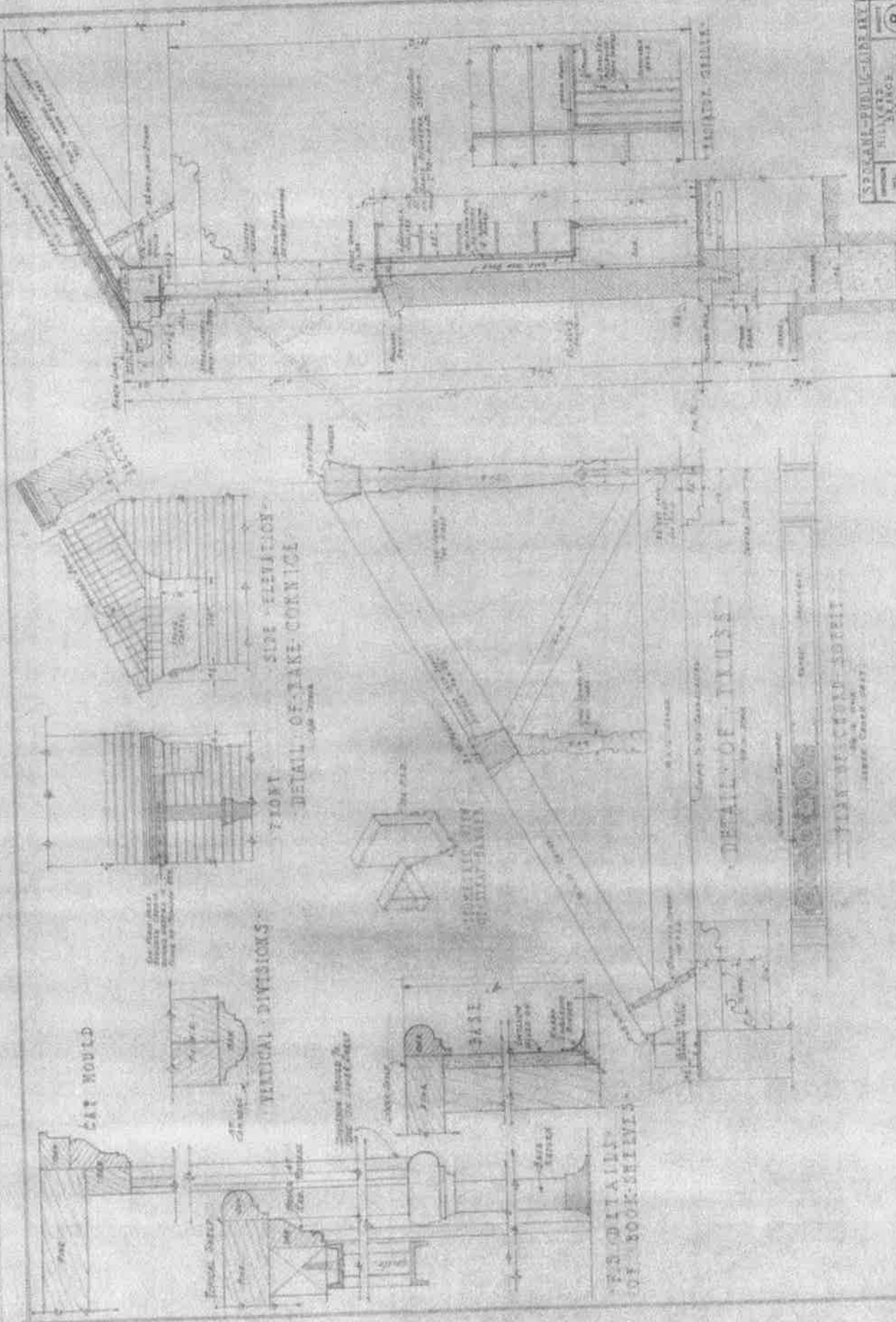


FIG. 1. DETAIL HINGED LIDS  
TOP SECTION OF BOOK CASES  
ON CHILDREN'S SIDE ONLY.

SPokane Public Library	
871	8
NORTH BEND, IDAHO	
WHITEHOUSE, A. PRICE	



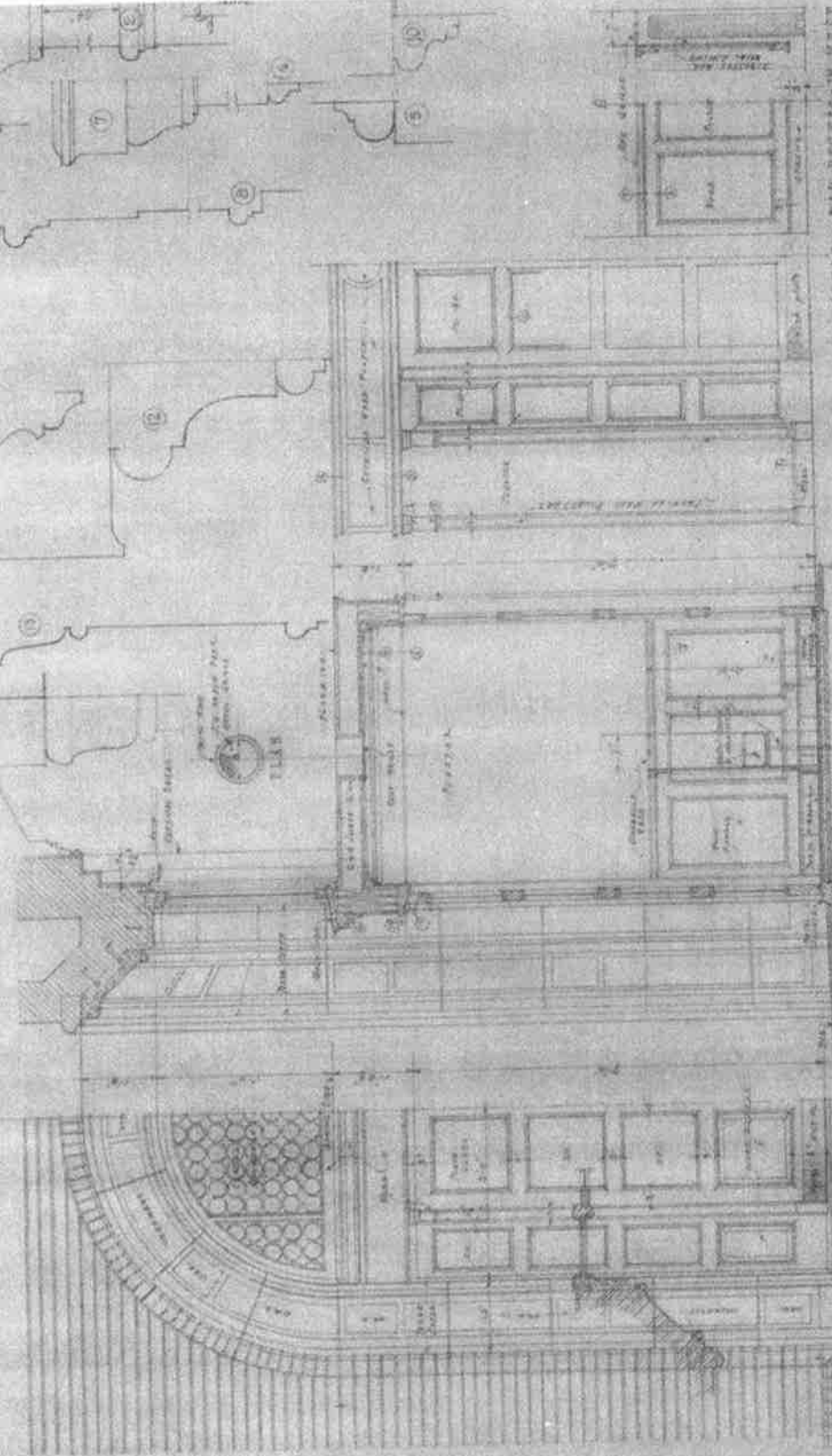




DETAIL OF CARTOUCHE



DETAIL OF CARTOUCHE

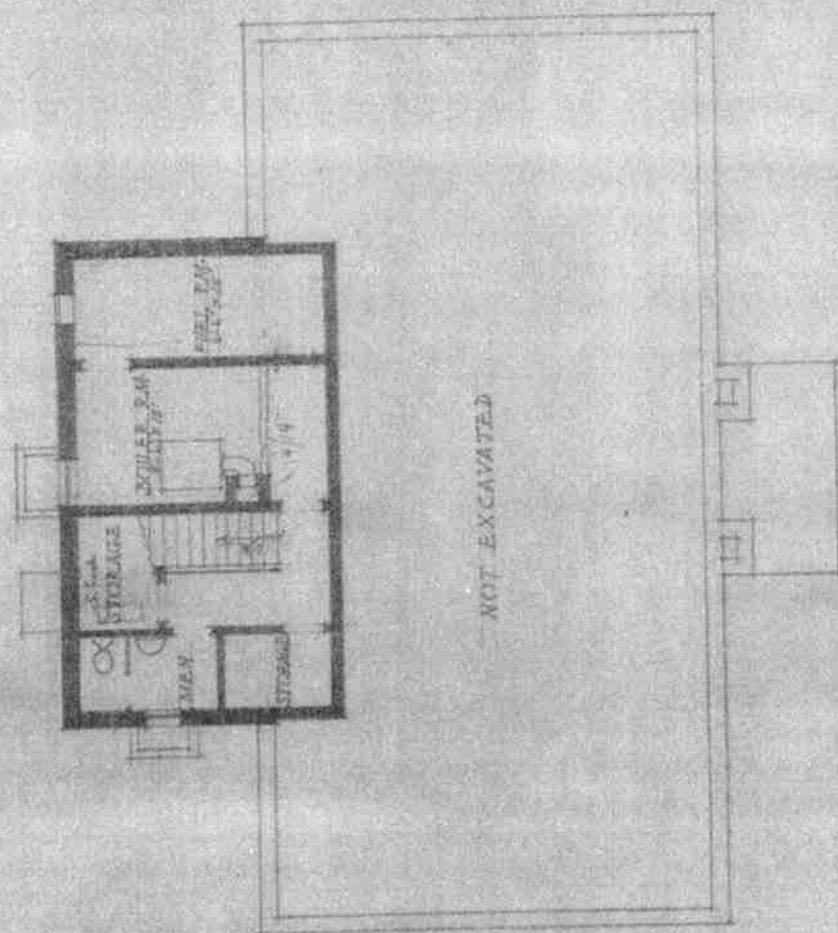


SECTION ELEVATION OF MAIN ENTRANCE

ELEVATION

SECTION

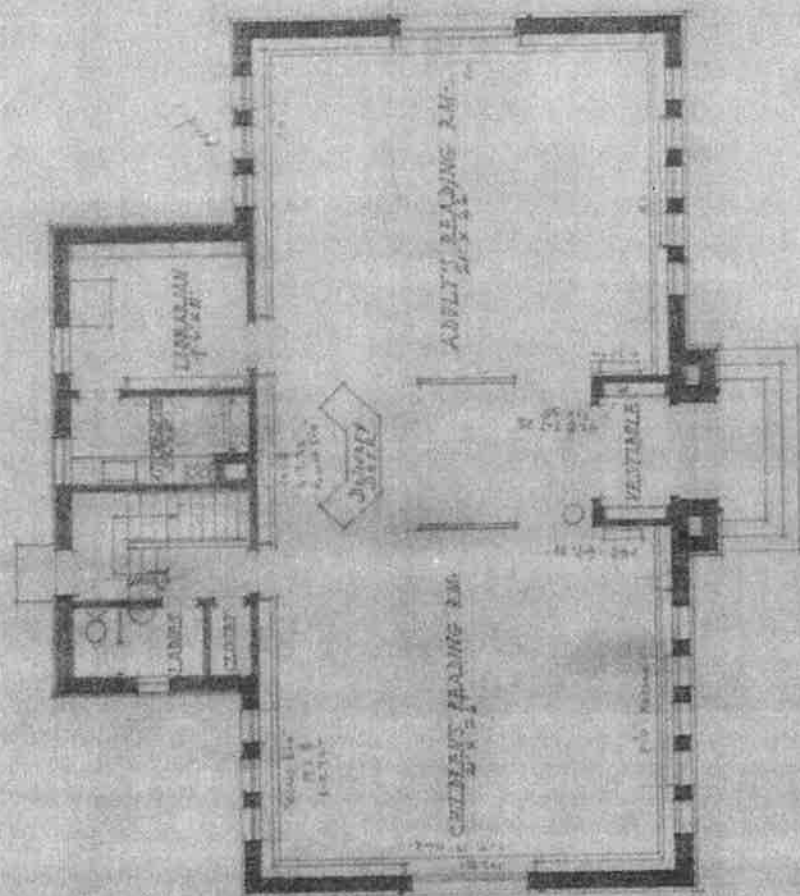
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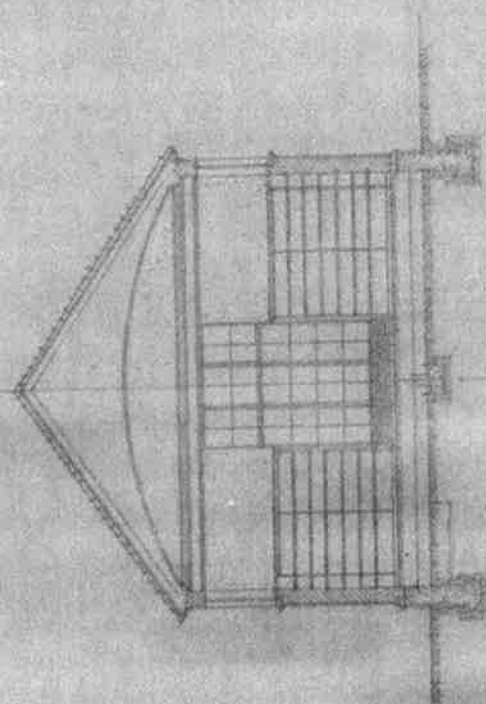
BASEMENT PLAN  
1/8" Scale



6072 Volume © 1900 Am. P.  
 Drawing for Red Room



FIRST FLOOR PLAN  
 1/8" Scale



CROSS SECTION  
1/4" = 3'-0"





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	PRO 2013-0037
<b>Renews #</b>	

<b>Submitting Dept</b>	UTILITIES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	KEN GIMPEL 625-6532	<b>Project #</b>	
<b>Contact E-Mail</b>	KGIMPEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 15692
<b>Agenda Item Name</b>	DBIA CHANGE ORDER - STREET DEPT BUILDING REMODEL		

**Agenda Wording**

Change Order 2 for the Spokane Central Service Center (SCSC) - inclusion of Street Department's adjacent building remodel.

**Summary (Background)**

This Change Order 2 will formalize the contractor's scope of work to include the Street Department building remodel at a cost of \$1,526,752 and adjust the Guaranteed Maximum Payment (GMP) to \$17,171,482.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 1,526,752.00	#	4500-45700-94000-56202-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ROMERO, RICK	<b>Study Session</b>	
<b>Division Director</b>	GIMPEL, KEN	<b>Other</b>	PWC 6/22/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	SANDERS, THERESA		
<b>Additional Approvals</b>			
<b>Purchasing</b>			



## Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) and DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: Two	Change Order Effective Date: (date when executed by both parties)
Project: Spokane Central Service Center	Design-Builder's Project No: 13633
	Date of Agreement: December 20, 2013
Owner: City of Spokane	Design-Builder: Garco Construction, Inc.

Scope of the Change:

- 1) Design/Convert/Remodel approximately 8,180 SF of the existing COS Street Department Building located at 901 West Nelson Street. Renovation will include converting existing warehouse/shop space at the west end of the building into new office space; and constructing one new men's and one new women's restroom/locker room; and reconfiguring existing office space located at the east end of the building as depicted in Attachment "B" Streets Floor Plan- Proposed Model.
- 2) Design/Construct a 7,200 sf lean-to metal canopy attached to the south side of the existing warehouse building located directly north of the Street Department Building.

The maximum allowable construction cost established for both design and construction is broken down in a cost summary as provided in Attachment "A". Also, the additional time required for completing this change order scope of work is based on a design completion date of July 31, 2015 and a building permit issue date of August 17, 2015.

Original Contract Price:	\$ 14,200,000.00
Net Change by Previous Change Order No(s): to:	\$ 1,444,730.00
This Change Order Increase/Decrease (attach breakdown):	\$ 1,526,752.00
New Contract Price:	\$ 17,171,482.00

Original Contract Completion Date:	September 1,	2015
Adjustments by Change Order No(s) to: 1	0	(calendar days)
This Change Order Contract Time Increase/Decrease:	120	(calendar days)
Revised Contract Completion Date:	December 30,	2015

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

**OWNER:**

By: \_\_\_\_\_  
Printed Name: Rick Romero  
Title: Utilities Director  
Date: \_\_\_\_\_

**DESIGN-BUILDER:**

By: \_\_\_\_\_  
Printed Name: Hollis Barnett  
Title: Vice President  
Date: \_\_\_\_\_

**Attachment A**  
**(Project List Descriptions/Explanations)**

**Refer to Attached Documents titled Attachment A and Attachment B**

# ATTACHMENT "A" CHANGE ORDER 2

Estimate Company

Spreadsheet Report  
COS Streets Bldg

Page 1

6/24/2015 12:21 PM

Project name	COS Streets Bldg
Estimator	RHW
Labor rate table	E. WA Full
Bid date	6/3/2015 1:00 PM
Report format	Sorted by 'Group phase/Phase' 'Detail' summary

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
	GENERAL CONDITIONS													
1001.00	General Conditions													
	Architectural Costs	MH			/LS			18,000	-	-	-	-	/MH	18,000
	Electrical Engineering Cost	LS		-	-	-	-	15,000	-	-	/LS	-	/LS	15,000
	Mechanical Engineering Cost	LS		-	-	-	-	24,000	-	-	/LS	-	/LS	24,000
	Structural Engineering Cost	LS		-	-	-	-	5,000	-	-	/LS	-	/LS	5,000
	Reproduction/Courier Costs	LS		-	-	-	-	-	-	-	/LS	1,000	/LS	1,000
	Trackhoe	1.00 MO		-	-	-	-	-	1,525.00 /MO	1,525	-	-	1,525.00 /MO	1,525
	Compressor(s)	1.00 MO		-	-	-	-	-	725.00 /MO	725	-	-	725.00 /MO	725
	Welder(s)	0.50 MO		-	/MO	-	-	-	500.00 /MO	250	/MO	-	500.00 /MO	250
	Fuel For Spec. Equip.	1,500.00 LS		-	/LS	-	-	-	-	-	2.00 /LS	3,000	2.00 /LS	3,000
	Job Mobilization	4.00 MH		205	/MH	-	-	-	20.00 /MH	80	-	-	71.23 /MH	285
	Job Demobilization	4.00 MH		205	/MH	-	-	-	20.00 /MH	80	-	-	71.23 /MH	285
	Testing	LS		-	-	-	-	-	-	-	/LS	-	/LS	-
	Survey & Layout	16.00 MH		757	7.00 /MH	112			-	-	-	-	54.34 /MH	869
	Telephone/FAX Machine	3.00 MO		-	/MO	-	-	-	/MO	-	250.00 /MO	750	250.00 /MO	750
	Computer Expenses	3.00 MO		-	-	-	-	-	-	-	200.00 /MO	600	200.00 /MO	600
	8'x16' Job Trailer	3.00 MO		-	-	-	-	-	120.00 /MO	360	-	-	120.00 /MO	360
	Sanican(s)	3.00 MO		-	-	-	-	-	-	-	90.00 /MO	270	90.00 /MO	270
	Office Assistant	8.00 WK	40.00 MH/WK	7,240	-	-	-	-	-	-	-	-	905.00 /WK	7,240
	Garco PM Time	8.00 WK	52.23 MH/WK	19,200	-	-	-	-	-	-	-	-	2,400.00 /WK	19,200
	Superintendent	16.00 WK	40.00 MH/WK	32,783	-	-	-	-	-	-	-	-	2,048.96 /WK	32,783
	Refuse Disposal	2.00 EA	4.00 MH/EA	324	-	-	-	-	-	-	200.00 /EA	400	362.24 /EA	724
	Final Cleanup	7,000.00 SF	300.00 SF/MH	946	0.01 /SF	70	0.30 /SF	2,100	-	-	-	-	0.45 /SF	3,116
	Pickup(s)	2.00 MO		-	/MO	-	-	-	800.00 /MO	1,600	-	-	800.00 /MO	1,600
	Small Tools	2.00 MO		-	-	-	-	-	-	-	500.00 /MO	1,000	500.00 /MO	1,000
	Consumables	2.00 MO		-	500.00 /MO	1,000	-	-	/MO	-	/MO	-	500.00 /MO	1,000
	General Conditions			61,661		1,182	/LS	64,100		4,620		7,020	/LS	138,583
	GENERAL CONDITIONS			61,661		1,182	/LS	64,100		4,620		7,020	/LS	138,583
2100.00	SITEWORK													
	Demolition													
	Sawcut Concrete	300.00 LF	15.00 LF/MH	828	-	-			1.00 /LF	300	-	-	3.76 /LF	1,128
	Sawcut Concrete	64.00 LF	15.00 LF/MH	177	-	-			1.00 /LF	64	-	-	3.76 /LF	241
	Demolish Concrete Slab(s)	11.00 CY	4.00 MH/CY	1,822	-	-			30.00 /CY	330	-	-	195.67 /CY	2,152
	Remove Door(s)	8.00 EA	1.00 MH/EA	324	-	-	-	-	-	-	-	-	40.56 /EA	324
	Demolish Ceilings	2,472.00 SF	30.00 SF/MH	3,413	-	-			/SF	-	-	-	1.38 /SF	3,413
	Remove Floor Coverings	400.00 SF	60.00 SF/MH	276	-	-			/SF	-	-	-	0.69 /SF	276
	Remove Tile Floors	300.00 SF	30.00 SF/MH	414	-	-			/SF	-	-	-	1.38 /SF	414
	Demolish Partition Walls	444.00 LF	2.25 LF/MH	8,173	-	-			/LF	-	-	-	18.41 /LF	8,173
	Remove Cabinets/Countertops	44.00 LF	10.00 LF/MH	181	-	-	-	-	-	-	-	-	4.11 /LF	181
	Remove Lockers	40.00 EA	4.00 EA/MH	414	-	-	-	-	-	-	-	-	10.35 /EA	414
	Remove Plumbing Fixtures	8.00 EA	1.00 EA/MH	331	-	-			/EA	-	-	-	41.42 /EA	331
	Remove Light Fixture(s)	20.00 EA	2.00 EA/MH	414	-	-			/EA	-	-	-	20.71 /EA	414
	Haul Trash to Dump	10.00 EA	3.00 MH/EA	1,217	-	-			100.00 /EA	1,000	-	-	221.68 /EA	2,217
	Dump Charges	16.00 tns		-	-	-	-	-	-	-	125.00 /tns	2,000	125.00 /tns	2,000
	Demolition			17,985			/LS			1,694		2,000	/LS	21,679
2200.00	Earthwork													
	Earthwork - Complete	1.00 LS		-	-	-	72,000.00 /LS	72,000	-	-	-	-	72,000.00 /LS	72,000
	Earthwork						/CY	72,000					/CY	72,000
	SITEWORK			17,985			/LS	72,000		1,694		2,000	/LS	93,679
	CONCRETE													
3003.00	Concrete Footings													
	5-1/2 Sack Concrete	2.00 CY	1.60 CY/MH	57	85.00 /CY	170	-	-	-	-	-	-	113.37 /CY	227
	Fine Grade for Footings	64.00 SF	60.00 SF/MH	48	-	-	-	-	-	-	-	-	0.76 /SF	48
	Footing Side Forms	64.00 SF	15.00 SF/MH	194	-	-	-	-	-	-	0.30 /SF	19	3.33 /SF	213
	Concrete Footings			299		170	/CY					19	/CY	488
3100.00	Concrete Slabs													
	5-Sack Concrete	10.00 CY	1.09 CY/MH	400	85.00 /CY	850	-	-	-	-	-	-	125.00 /CY	1,250
	Crushed Rock	7.00 CY	8.00 CY/MH	40	19.00 /CY	133	-	-	-	-	-	-	24.67 /CY	173
	Fine Grade - Hand	540.00 SF	125.00 SF/MH	196	-	-	-	-	-	-	-	-	0.36 /SF	196
	Hard Trowel Finish	540.00 SF	60.60 SF/MH	400	-	-	-	-	-	-	-	-	0.74 /SF	400

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
3100.00	Concrete Slabs													
	Protect & Cure Concrete	540.00 SF	500.00 SF/MH	49	0.05 /SF	27	-	-	-	-	-	-	0.14 /SF	76
	Concrete Slabs			1,085		1,010	/SF						/SF	2,095
	CONCRETE			1,384		1,180	/LS					19	/LS	2,583
	METALS													
5001.00	Pre-Engineered Bldg, Acc.													
	Pre-Engineered Bldg - Complete	1.00 LS		-	-	-	288,000.00 /LS	288,000	-	-	-	-	288,000.00 /LS	288,000
	Decktites	12.00 EA	3.00 MH/EA	2,263	50.00 /EA	600	-	-	-	-	-	-	238.56 /EA	2,863
	Louvers - Large	2.00 EA	8.00 MH/EA	1,006	100.00 /EA	200	-	-	-	-	-	-	602.82 /EA	1,206
	Pre-Engineered Bldg, Acc.			3,268		800	/SF	288,000					/SF	292,068
5100.00	Structural Steel													
	Purchase Struct. & Misc. Steel	2,600.00 LB		-	1.50 /LB	3,900	-	-	-	-	-	-	1.50 /LB	3,900
	Erect Columns	8.00 EA	1.25 MH/EA	631	-	-	-	-	-	-	-	-	78.92 /EA	631
	Erect Beams	7.00 EA	1.00 MH/EA	442	-	-	-	-	-	-	-	-	63.14 /EA	442
	Miscellaneous Welding	1.00 LS	8.00 MH/LS	505	/LS	-	-	-	/LS	-	-	-	505.10 /LS	505
	Structural Steel			1,578		3,900	/LB						/LB	5,478
5500.00	Miscellaneous Steel													
	Steel Bollards	4.00 EA	2.00 MH/EA	379	200.00 /EA	800	-	-	-	-	-	-	294.68 /EA	1,179
	Miscellaneous Steel			379		800	/LB						/LB	1,179
	METALS			5,225		5,500	/LS	288,000					/LS	298,725
	CARPENTRY													
6100.00	Rough Carpentry													
	Misc. Blocking	300.00 BM	10.00 BM/MH	1,362	0.80 /BM	240	-	-	-	-	-	-	5.34 /BM	1,602
	Wood Siding @ Walls	42.00 SF	55.00 SF/MH	35	1.50 /SF	63	-	-	-	-	-	-	2.33 /SF	98
	Wood Deck(s)/Platform(s)	1,056.00 SF	48.00 SF/MH	999	1.00 /SF	1,056	-	-	-	-	-	-	1.95 /SF	2,055
	Simpson Accessories	150.00 EA	4.00 EA/MH	1,702	2.00 /EA	300	-	-	-	-	-	-	13.35 /EA	2,002
	Rough Carpentry			4,097		1,659	/LS						/LS	5,756
6400.00	Architectural Woodwork													
	Architectural Woodwork - Complete	1.00 LS		-	-	-	10,339.00 /LS	10,339	-	-	-	-	10,339.00 /LS	10,339
	Architectural Woodwork						/LS	10,339					/LS	10,339
	CARPENTRY			4,097		1,659	/LS	10,339					/LS	16,095
	THRML/MOISTURE PROTECTION													
7200.00	Insulation													
	Sound Insulation @ Ceilings	5,000.00 SF		-	-	-		1	-	-	-	-	/SF	1
	Sound Insulation @ Walls	1,440.00 SF		-	-	-	0.00 /SF	1	-	-	-	-	0.00 /SF	1
	Vapor Barrier - 6 mil	3,840.00 SF		-	-	-		1	-	-	-	-	/SF	1
	Insulation						/SF	3					/SF	3
	THRML/MOISTURE PROTECTION						/LS	3					/LS	3
	DOORS & WINDOWS													
8100.00	Metal Doors/Frames													
	Hollow Metal Frames	15.00 EA	2.00 MH/EA	1,362	823.33 /EA	12,350	0.00 /EA	0	-	-	-	-	914.12 /EA	13,712
	Hollow Metal Doors	4.00 EA	3.00 MH/EA	564	0.00 /EA	0	-	-	-	-	-	-	141.01 /EA	564
	Grout Hollow Metal Frames	15.00 EA	3.00 MH/EA	2,029	30.00 /EA	450	-	-	-	-	-	-	165.24 /EA	2,479
	Metal Doors/Frames			3,954		12,800	/EA						/EA	16,754
8200.00	Wood Doors/Casings													
	Solid Core Wood Doors	11.00 EA	3.00 MH/EA	1,562	0.00 /EA	0	-	-	-	-	-	-	142.01 /EA	1,562
	Wood Doors/Casings			1,562			/EA						/EA	1,562
8700.00	Finish Hardware													
	Finish Hardware	15.00 EA	3.00 MH/EA	2,130	0.00 /EA	0	0.07 /EA	1	-	-	-	-	142.08 /EA	2,131
	Finish Hardware			2,130			/EA	1					/EA	2,131
	DOORS & WINDOWS			7,647		12,800	/LS	1					/LS	20,448
	FINISHES													
9250.00	Gypsum Wallboard													
	Metal Studs & Drywall Complete	LS		-	-	-		118,430	-	-	-	-	/LS	118,430
	Gypsum Wallboard						/SF	118,430					/SF	118,430
9300.00	Tile													
	Tile - Complete	LS		-	-	-		19,880	-	-	-	-	/LS	19,880

## ATTACHMENT "A" CHANGE ORDER 2

Estimate Company

Spreadsheet Report  
COS Streets Bldg

Page 4

6/24/2015 12:21 PM

Phase	Description	Takeoff Quantity	Labor Productivity	Labor Amount	Material Price	Material Amount	Sub Cost/Unit	Sub Amount	Equip Price	Equip Amount	Other Price	Other Amount	Total Cost/Unit	Total Amount
	Tile						/SF	19,880					/SF	19,880
9500.00	Acoustical													
	Acoustical Ceilings - Complete	1.00 LS		-	-	-	1.00 /LS	1	-	-	-	-	1.00 /LS	1
	Acoustical						/SF	1					/SF	1
9650.00	Resilient Floors													
	Res. Flooring & Base- Complete	LS		-	-	-		3,000	-	-	-	-	/LS	3,000
	Resilient Floors						/SF	3,000					/SF	3,000
9680.00	Carpeting													
	Carpeting/Rubber Base - Complete	LS		-	-	-		29,600	-	-	-	-	/LS	29,600
	Carpeting						/SY	29,600					/SY	29,600
9900.00	Painting													
	Painting - Complete	LS		-	-	-		19,700	-	-	-	-	/LS	19,700
	Painting						/LS	19,700					/LS	19,700
	FINISHES						/LS	190,611					/LS	190,611
	SPECIALTIES													
10001.00	Miscellaneous Specialties													
	Bathroom Accessories	40.00 EA	1.50 EA/MH	1,262	70.00 /EA	2,800			-	-	-	-	101.56 /EA	4,062
	Toilet Partitions	1.00 EA	6.00 MH/EA	0	0.00 /EA	0	6,500.00 /EA	6,500	-	-	-	-	6,500.00 /EA	6,500
	Urinal Screens	1.00 EA	3.00 MH/EA	0	0.00 /EA	0	1.00 /EA	1	-	-	-	-	1.00 /EA	1
	Fire Extinguishers	4.00 EA	1.00 EA/MH	189	125.00 /EA	500	-	-	-	-	-	-	172.34 /EA	689
	Fire Extinguisher Cabinets	4.00 EA	2.00 MH/EA	379	125.00 /EA	500	-	-	-	-	-	-	219.68 /EA	879
	Lockers/Benches (4)	110.00 EA	3.00 EA/MH	0	0.00 /EA	0	499.09 /EA	54,900	-	-	-	-	499.09 /EA	54,900
	Miscellaneous Specialties			1,830		3,800	/EA	61,401					/EA	67,031
	SPECIALTIES			1,830		3,800	/LS	61,401					/LS	67,031
	CONVEYING SYSTEMS													
14001.00	Conveying Systems													
	ADA Lift	1.00 EA	8.00 MH/EA	379	6,000.00 /EA	6,000			-	-	-	-	6,378.72 /EA	6,379
	Conveying Systems			379		6,000	/EA						/EA	6,379
	CONVEYING SYSTEMS			379		6,000	/LS						/LS	6,379
	MECHANICAL													
15400.00	Plumbing													
	Plumbing - Complete	LS		-	-	-		87,000	-	-	-	-	/LS	87,000
	Plumbing						/EA	87,000					/EA	87,000
15500.00	Fire Protection													
	Fire Sprinkler Sys. - Complete	LS		-	-	-		19,862	-	-	-	-	/LS	19,862
	Fire Protection						/SF	19,862					/SF	19,862
15800.00	H.V.A.C.													
	H.V.A.C. - Complete	LS		-	-	-		145,230	-	-	-	-	/LS	145,230
	H.V.A.C.						/SF	145,230					/SF	145,230
	MECHANICAL						/LS	252,092					/LS	252,092
	ELECTRICAL													
16001.00	Electrical													
	Electrical - Complete	LS		-	-	-		218,650	-	-	-	-	/LS	218,650
	Fire Alarm System	SF		-	-	-		1	-	-	-	-	/SF	1
	Electrical						/SF	218,651					/SF	218,651
	ELECTRICAL						/LS	218,651					/LS	218,651

## ATTACHMENT "A" CHANGE ORDER 2

Estimate Company

Spreadsheet Report  
COS Streets BldgPage 5A  
6/24/2015 12:21 PM

## Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	100,209		##### hrs				6.56%
Material	32,121						2.10%
Subcontract	1,157,198						75.79%
Equipment	6,314		8.000 hrs				0.41%
Other	9,039						0.59%
	1,304,881	1,304,881					85.47 ####
"All-Risk" Insurance	1,527			0.100 \$ / 100	T		0.10%
Liability Insurance	6,412			0.420 %	T		0.42%
R & O Tax (WA)	7,191			0.471 %	T		0.47%
Building Permit Fee	10,312				R		0.68%
Plan Check Fee	5,292				R		0.35%
Markup on Labor	4,008			4.000 %	C		0.26%
Markup on MSFO	48,187			4.000 %	C		3.16%
Contingency					I		
Indirects	5,211			5.200 %	C		0.34%
Design/Build Bond Premium	11,535				R		0.76%
WA State Sales Tax	122,196			8.700 %	T		8.00%
Total		1,526,752					







**BRIEFING PAPER**  
**City Council Agenda**  
**Utilities Division**  
**July 13, 2015**

---

**Subject**

Change Order 2 for the Spokane Central Service Center (SCSC) - inclusion of Street Department's adjacent building remodel.

**Background**

As we began to plan the move of Fleet Services and Solid Waste Collection Departments from their current locations to the new SCSC, it became apparent that our Street Department at the Normandie site must be part of this move. Staff determined the most efficient, cost effective method of accomplishing this is to remodel the Street Department building adjacent to the SCSC to accommodate the Street Department employees and equipment by way of a change order to our existing Design Build Contract for the SCSC. Staff has determine a Change Order approach was appropriate due to the fact the SCSC construction and Street building remodel are all part of the larger City Services campus plan.

**Impact**

This Change Order 2 will formalize the contractor's scope of work to include the Street Department building remodel at a cost of \$1,526,752 and adjust the Guaranteed Maximum Payment (GMP) to \$17,171,482.

**Action**

Recommend approval of the Change Order 2 with Garco Construction as it pertains to the Spokane Central Service Center and Street Department building remodel.

**Funding**

This Change Order 2 will be funded by the Solid Waste Collection Department, who owns the Street Department building. The \$1,526,752 cost to the Solid Waste Collection Department will be considered "Tenant Improvements" and will be paid back by Street Department over a 15 year term.



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	OPR 2013-0655
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DALE ARNOLD 625-7900	<b>Project #</b>	
<b>Contact E-Mail</b>	DARNOLD@SPOKANECITY.ORG	<b>Bid #</b>	3956-13
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	4320 CONTRACT RENEWAL SODIUM HYPOCHLORITE FOR RPWRF		

**Agenda Wording**

Contract Renewal for Olin Corporation/DBA Olin Chlor Alkali Products(Tracy, CA) to supply Sodium Hypochlorite to the Riverside Park Water Reclamation Facility (RPWRF) from 8/1/2015 through 7/31/2016 - 1 Year cost: \$200,953.42 including tax

**Summary (Background)**

In 2013, a two year contract was awarded to Olin Chlor Alkali Products, as low bidder among five respondents. The current contract expires July 31, 2015 and the vendor, having experienced chemical industry-wide cost increases, has submitted a quote to supply the product at a 12.3% increase in price, which is still lower than the next lowest bidder's price in 2013.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 200,953.42	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ARNOLD, DALE	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	PW 6-22-15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	kbustos@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	Tax & Licenses	
<b>Additional Approvals</b>		hbarnhart@spokanecity.org	
<b>Purchasing</b>	WAHL, CONNIE	JMSchabacker@olin.com	
		mlesesne@spokanecity.org	
		sjohnson@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

Olin Chlor Alkali Products will supply approximately 217,750 gallons during the year contract at a cost of \$0.849 per gallon, which is a price increase of 12.3%, for a total estimated cost of \$200,953.42, including tax. The renewal will begin August 1, 2015 and will terminate July 31, 2016, with two one-year renewal options remaining. Sodium Hypochlorite replaced gaseous Chlorine in 2006 and is a much safer method to use for disinfecting effluent from the water reclamation facility.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


CONTRACT EXTENSION

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and OLIN CORPORATION DBA OLIN CHLOR ALKALI PRODUCTS, whose address is 26700 South Banta Road, Tracy California 95304, as "Vendor".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed to sell to the City SODIUM HYPOCHLORITE SOLUTION; and

WHEREAS, the original contract allows up to three (3) additional one (1) year terms; and

WHEREAS, the parties would like to extend the contract; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated September 26, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through July 31, 2016.
3. COMPENSATION. The City shall pay TWO HUNDRED THOUSAND NINE HUNDRED FIFTY THREE AND 42/100 DOLLARS (\$200,953.42) for everything furnished and done under this Contract Extension.

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

CITY OF SPOKANE

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

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

Attest:

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

Approved as to form:

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

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

OLIN CORPORATION dba OLIN  
CHLOR ALKALI PRODUCTS

E-Mail address, if available:  
\_\_\_\_\_

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

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

15-149



26700 S. Banta Road  
Tracy, CA 95376  
209/835-5424 or 800/808-7796  
Fax: 209/835-5445 or 800/723-5423  
Internet Address: [www.Olinchloralkali.com](http://www.Olinchloralkali.com)

June 1, 2015

Ms. Samantha Johnson, Buyer  
City of Spokane - Purchasing  
4<sup>th</sup> Fl., City Hall  
808 W. Spokane Falls Rd.  
Spokane, WA 99201-3316

Re: Contract for Bid No. 3956-13 – Sodium Hypochlorite 2015/16 Renewal

Dear Samantha,

Olin thanks the City of Spokane for your business these past two years, and per your request, we offer the following renewal terms for the coming year as allowed for under our original agreement.


The chemicals market has been in flux this past couple years and costs of manufacturing, chlorine raw materials and transportation have risen overall since last bid in 2013 (see attached PPI and CPI index data and documentation). As a result, most suppliers in the market announced a \$0.10/gal. hypo increase earlier this year (see attached). We have honored our firm prices for the past two years even as costs have risen and we ask the city to allow Olin to recover some cost adjustments this coming contract year. Below shows some historical pricing perspective and proposed renewal pricing effective August 1, 2015.

Spokane Hypo Pricing	<u>2013/14 Bid</u>	<u>2013/15</u>	<u>2015/16 proposal</u>
	\$0.756	No change	\$0.849
<i>Second low bidder</i>	<i>\$0.861</i>		

This price adjustment amounts to only about 4% annually over three years of this agreement and also is still well below the bid pricing offered by the second low bidder. We hope that the city recognizes Olin's desire to try and minimize these impacts to you. If this is agreeable to you, then please confirm back by written confirmation within fifteen (15) days from the date of this letter so that we may lock our vendors costs in and protect you from any potential further cost changes.

Olin sincerely appreciates being your supplier and we look forward to another year working with the city. Please contact me at 209.221.8265 if you have any questions.

Regards,

  
John M. Schabacker  
Business Director  
[jmschabacker@olin.com](mailto:jmschabacker@olin.com)



# North America

## Feedstocks

### Chlorine

Producers have been able to achieve higher chlorine prices since the first of the year in a range between \$25-40 per st. Chlorine producers are anticipating further application of announced price increases into the second quarter for a total application of \$50-75 per short ton during the first half of 2015. However, it is not clear how many buyers overall are available to take further increases, as a number of chlorine buyers indicate they have firm pricing through the third quarter and, in some cases, until the end of 2015. Further updating chlorine pricing initiatives since the first of the year: in January one major producer announced +\$75 per st and a second nominated +\$85 per st. The first producer has also nominated an additional +\$40 per st in May for a total of \$115 per st; the second has nominated another +\$35 per st for a total of \$120 per st. Producers are generally optimistic they will gain between \$50-75 per st on or before July 1, 2015.

Chlorine demand is increasing into the water treatment sector as the slow to arrive but warming spring weather is at hand. At the same time buyers report, with one or two exceptions, no problem getting the chlorine volumes they require in May. The spring chlorine season has had a slow start in 2015, but it is starting to pick up. Demand is also expected to strengthen for PVC downstream products as housing starts improved considerably in April.

April chlorine operating rates were marginally improved over rates reported for March as producers slowly came out of various turnaround situations, both planned and unplanned. As water treating season gets underway, rates are likely to move up further over the summer. Extended rainy and cool weather, as well as extensive flooding, have all hampered the ramp up of water treatment end uses, but those weather-related conditions are expected to subside soon. Demand into other derivatives is thus far steady if not robust.

### Ethylene

A market wide agreement covering the April ethylene contract reference price has not been reached at the time of this report. The March ethylene contract reference price was settled during the first days of April at 34.25 cpp. The April weighted average spot price was 35.1 cpp; a decrease of 0.6 cpp from the March figure of 35.7 cpp. This was the seventh straight month with a decrease in the weighted average spot price, as prices have more than halved since a record high price seen in September of 2014. Spot deals for May delivery have been seen in the 35.75 to 50 cpp range. A significant price premium is still being observed for Louisiana ethylene relative to Mont Belvieu prices, and will likely remain in place until the Boardwalk Evangeline pipeline is back in service. Several ethylene crackers are expected back from turnaround before the end of May.

The restart of Dow Taft #1 is imminent, with unconfirmed reports indicating that the restart process may already be underway. That will mark the end of the spring turnaround season, as all USGC crackers will then be operational, barring unplanned outages. Flint Hills Resources in Port Arthur, Texas experienced an unplanned cracker outage by mid-month following a steam leak. The issue is believed to be minor, and the cracker should restart shortly. Boardwalk is now targeting mid-June for restart of the Evangeline pipeline, after earlier estimates targeted the beginning of July. The pipeline has been off-line for several months to complete inspection and repair the line.

### EDC

North American merchant EDC export prices moved upward this month and were in a range between \$270 and \$300 per mt FOB for May loading. There was limited product availability as some producers had supply constraints and there was one reported planned turnaround. Some of the influence from the Asian market on North America was also being felt, particularly in the second half of the month, as buyers were not willing to pay much higher prices. The North American merchant

## Chlorine

### Price / Cost / Margin

Producers have been able to achieve higher chlorine prices since the first of the year in a range between \$25–45 per short ton. USGC merchant chlorine contract prices for May are unchanged at \$245–290 per short ton. Some producers report being able to obtain some additional price increases in the market this month, but the application appears to be limited and not widespread enough to be considered a market move. Several chlorine producers are anticipating further application of announced price increases into the second quarter. However, it is not clear how many buyers overall are willing or available to take further increases, as a number of chlorine buyers indicate they have firm pricing through the third quarter and, in some cases, until the end of 2015. Further updating chlorine pricing initiatives since the first of the year: in January, one major producer announced a \$75 per short ton price increase and a second one nominated an \$85 per short ton price increase. The first producer has nominated an additional \$40 in May for a total of \$115 per short ton; the second one has nominated another \$35 per short ton for a total of \$120 per short ton. A third producer nominated a \$25 per short ton price increase and has indicated they will not support an additional price increase. A West Coast producer nominated \$40 per short ton earlier in the year, and this week, another West Coast producer also nominated \$40 per short ton. Several producers are generally optimistic they will be successful at implementing a portion of the additional price increase as chlorine demand is anticipated to increase with improved ethylene availability over the summer. One producer, however, is noted to be short on caustic and is aggressively seeking to capture chlorine market share.

Prices for spot chlorine are quoted between \$160 and \$180 per short ton within 100 miles of the US Gulf; however, buyers in areas further away from the US Gulf, such as the Midwest and the Northeast, are reporting spot prices closer to \$200 per short ton. Reports circulated at mid-month that several buyers were seeking spot chlorine supply in the Northeast from producers other than their contract supplier due to a supply constraint issue that was not fully identified.

Month	Low	High	Comments
<b>January</b>			
Jan 15	220	245	Two producers nominate a chlorine price increase.
Feb	220	245	Five price nominations suggest producers are confident of higher prices.
Mar	240	265	Spot prices rise as demand increases.
Apr	245	290	The start of water treatment season looks to tighten market further.
May	245	290	Water treatment season is slow to start with cool and rainy weather.
<b>Forecast</b>			
Jun	245	290	
Jul	260	300	Demand for chlorine into vinyls is anticipated to increase.
Aug	260	300	
Sep	260	300	
Oct	250	290	Water treatment season comes to a close.
Nov	250	290	
Dec	250	290	

### Supply / Demand

Demand for chlorine is increasing into the water treatment sector, as the slow to arrive, but warming, spring weather is at hand. At the same time, buyers report, with one or two exceptions, no problem getting the chlorine volumes they require in May. The spring chlorine season has had a slow start in 2015, but it is starting to pick up. Demand is also expected to strengthen over the next couple of months for PVC-related items, as housing starts improved considerably in April.

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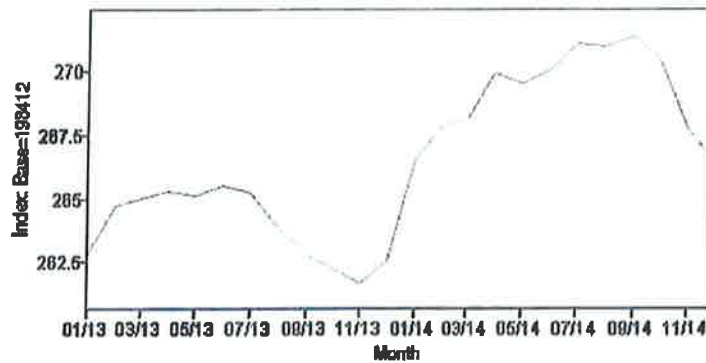
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From:  To:  ☒ Include graphs ☐ Include annual averages[More Formatting Options](#) ➔

Data extracted on: May 29, 2015 (5:38:17 PM)

### Producer Price Index Industry Data

Series Id: PCU325---325---  
 Industry: Chemical mfg  
 Product: Chemical mfg  
 Base Date: 198412

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	262.8	264.7	265.0	265.3	265.1	265.5	265.2	263.9	262.8	262.3	261.7	262.6
2014	266.5	267.9	268.1	269.9	269.5	270.0	271.1	271.0	271.4	270.4	267.7	266.5

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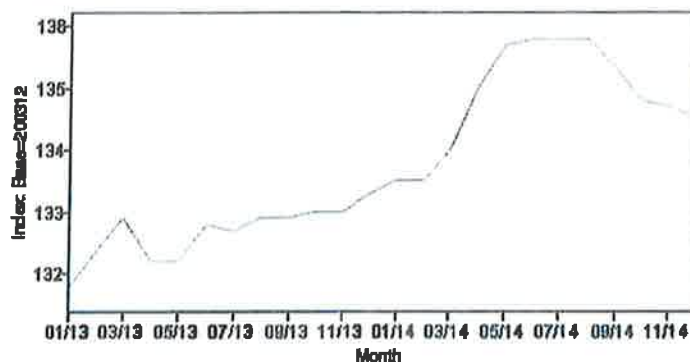
### Producer Price Index Industry Data

Series Id: PC0484---484---

Industry: **Truck transportation**

Product: Truck transportation

Base Date: 200312

Download:  

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	131.8	132.4	132.9	132.2	132.2	132.8	132.7	132.9	132.9	133.0	133.0	133.3
2014	133.5	133.5	134.0	135.0	135.7	135.8	135.8	135.8	135.3	134.8	134.7	134.5

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### Change Output Options:

From: 2013 To: 2015

☒ Include graphs
 ☐ Include annual averages

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Data extracted on: May 29, 2015 (5:30:13 PM)

### Consumer Price Index - All Urban Consumers

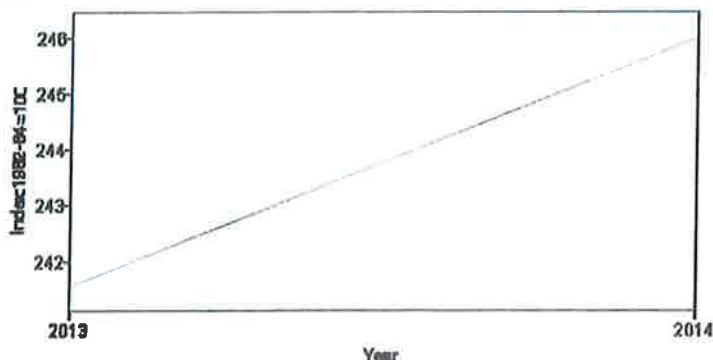
Series Id: CUURA423SA0, CUUSA423SA0

Not Seasonally Adjusted

Area: Seattle-Tacoma-Bremerton, WA

Item: All items

Base Period: 1982-84=100

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013		239.898		240.823		242.820		242.767		242.787		241.055	240.777	242.350
2014	242.770		246.616			247.642		247.185		247.854		245.050	245.125	246.912
2015	245.496			247.611										

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**BRIEFING PAPER**  
**Public Works Committee**  
**Wastewater Management**  
**June 22, 2015**

---

**Subject**

Contract Renewal to purchase Sodium Hypochlorite for the Riverside Park Water Reclamation Facility.

**Background**

In 2013, a two year contract was awarded to Olin Chlor Alkali Products, as low bidder among five respondents. The current contract expires July 31, 2015 and the vendor, having experienced chemical industry-wide cost increases, has submitted a quote to supply the product at a 12.3% increase in price, which is still lower than the next lowest bidder's price in 2013.

Olin Chlor Alkali Products will supply approximately 217,750 gallons during the year contract at a cost of \$0.849 per gallon, which is a price increase of 12.3%, for a total estimated cost of \$200,953.42, including tax. The renewal will begin August 1, 2015 and will terminate July 31, 2016, with two one-year renewal options remaining.

**Impact**

Sodium Hypochlorite replaced gaseous Chlorine in 2006 and is a much safer method to use for disinfecting effluent from the water reclamation facility.

**Action**

Recommend approval.

**Funding**

Funding for this purchase is provided in the Wastewater Management budget.

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

07/13/2015

<u>Date Rec'd</u>	6/18/2015
<u>Clerk's File #</u>	OPR 1996-0731
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	OPR99-340
<u>Contact Name/Phone</u>	JAMES 625-7854	<u>Project #</u>	
<u>Contact E-Mail</u>	JSAKAMOTO@GMAIL.COM	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4100 - VERIZON CELL MASTER LEASE AMENDMENT		

Agenda Wording

Amendment of Telecommunications Master Lease Agreement with Verizon Wireless, LLC. Commencing on June 1, 2015 and terminating on December 31, 2021.

Summary (Background)

Verizon Wireless LLC is currently co-located on two Water Department Facilities under the existing Master Lease Agreement (MLA). Under the current MLA, executed in 1996, the City Leased US West New Vector Group, Inc. (Verizon Wireless LLC predecessor) the right to construct and maintain certain wireless communication facilities on site owned or under control of the City. This first Amendment to the MLA shall commence on January 1, 2017 and shall renew for (2) consecutive 5-year terms

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 30,385.78	#	4100-42410-34079-36291-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 6/22/2015
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	jsakamoto	
<u>For the Mayor</u>	SANDERS, THERESA	acline	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

unless either party notifies the other in writing of its election not to renew the Master Lease at least one hundred twenty (120) days prior to the expiration of the current term. New rents shall escalate annually in the amount of 3.5% per year on each anniversary of the Master Lease commencement date. In March 2015 an ordinance placing a 6-month moratorium on the construction of new cell tower construction was passed which is still in effect. This amendment to the current MLA is the extension of an existing lease agreement for existing co-location sites and is not in violation of the moratorium passed in March 2015.

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



## FIRST AMENDMENT TO MASTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO MASTER LEASE AGREEMENT ("**First Amendment**") is dated for reference purposes on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (provided that the latter of the two (2) signature dates below shall be the "Effective Date" hereof), and is entered into by and between the City of Spokane, a municipal corporation of the State of Washington ("**City**" or "**Lessor**") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("**Lessee**"). Hereinafter each may be referred to as a "Party," or collectively referred to as the "Parties".

WHEREAS, the Parties acknowledge that this First Amendment shall amend that certain Master Lease Agreement ("**Master Lease**") dated December 31, 1996 and set to expire on December 31, 2016, a copy of which is attached hereto as Exhibit "1" to this First Amendment. The Master Lease was entered into by Lessee's predecessors-in-interest Spokane MSA Limited Partnership, by U S WEST New Vector Group, Inc., its General Partner, and by City. The Master Lease established the basic terms and conditions upon which the City would lease individual Sites to Lessee pursuant to Site Lease Acknowledgements ("**SLA**") for purposes of constructing and maintaining certain wireless communication facilities on land owned and/or operated by City as more fully described more in each SLAs; and

WHEREAS, following execution of the Master Lease, the Parties acknowledge that as of the Effective Date of this First Amendment, the Parties have entered into two (2) SLAs under the terms and conditions of the Master Lease (collectively the "**Prior Existing SLAs**"); and

WHEREAS, Section 4 of the Master Lease, entitled "Term", that the term of each SLA shall be as set forth in the SLA document; and

WHEREAS, one of the Prior Existing SLAs expires May 30, 2017, and the initial term of the other Prior Existing SLA expires on December 31, 2016; and

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

1. CONTRACT DOCUMENTS. The Master Lease, any and all SLAs entered into pursuant to the Master Lease, and any previous amendments and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as amended herein.

2. AMENDMENT OF LEASE TERM. Section 4, Term, of the Master Lease is deleted in its entirety and replaced in full as follows:

#### 4. TERM AND NEW RENT SCHEDULE

Commencing on January 1, 2017 ("Master Lease Renewal Commencement Date"), the newly revised initial term of this Master Lease shall be five (5) years (the "Initial Term"). The Master Lease shall automatically renew for two (2) additional and successive five (5) year terms unless either party notifies the other in writing of its election not to renew the Master Lease at least one hundred twenty (120) days prior to the expiration of the current term hereof.

Commencing on the Master Lease Renewal Commencement Date, the rents for Prior Existing SLAs and for new SLAs will be determined as set forth in this First Amendment (defined below in new Exhibit "B", Fee Schedule, as the **New Rents**). New Rents shall escalate annually in the amount of three and one-half percent (3.5%) per year (the "**Annual Rent Increase**") on each annual anniversary of the Master Lease Commencement Date.

For each **Prior Existing SLA**, the Prior Existing SLA shall continue in full force and effect under its **current rent** and rent escalation provision until the expiration of its **current term** (whether it be an initial term or a renewal term) whereupon the following shall occur: (i) The SLA rent shall be adjusted at that time pursuant to the then current rent under the Fee Schedule set forth in Section 3 of this First Amendment, (adjusted by all Annual Rent Increases that have occurred since the Master Lease Renewal Commencement Date until that adjustment date) and shall thereafter increase by the Annual Rent Increase on each anniversary of the Master Lease Renewal Commencement Date; and (ii) each such Prior Existing SLA shall have a new Initial Term, commencing upon that date, of five (5) years, together with two (2) additional and successive five (5) year renewal terms which shall automatically renew unless **Lessee** provides City with written notice of Lessee's intention not to renew at least one hundred twenty (120) days prior to the expiration of each such Prior Existing SLA's then current term.

With respect to **NEW** SLAs to be entered into under the Master Lease after the Master Lease Renewal Commencement Date, each such new SLA shall be subject to the then current Fee Schedule set forth in Section 3 of this First Amendment, (**adjusted by all Annual Rent Increases that have occurred since the Master Lease Renewal Commencement Date up to the new SLA commencement date**), shall thereafter increase by the Annual Rent Increase on each anniversary of the Master Lease

Renewal Commencement Date and shall have an initial term of five (5) years, commencing upon the date of full execution thereof together with two (2) additional and successive five (5) year renewal terms which shall automatically renew unless **Lessee** provides City with written notice of Lessee's intention not to renew at least one hundred twenty (120) days prior to the expiration of each such SLA's then current term. Furthermore, with respect to each new SLAs, Lessee, with five (5) business days prior notice to Lessor, may enter the Premises before the new SLA's commencement date, to the extent such entry is related to performing engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of the Communications Facility.

**The Parties acknowledge that the expiration or termination of the Master Lease shall not affect the terms or renewal terms of any SLAs in effect at that time (although such SLAs shall continue under the terms and conditions of the Master Lease until the expiration or earlier termination of the Initial Term and all Renewal Terms as delineated in each SLA or SLA Extension Amendment as applicable) but shall only prohibit the execution of future SLAs under the terms of the Master Lease; unless otherwise agreed to in writing by both Parties.**

With Respect to all Prior Existing SLAs, the Parties agree to execute an **"SLA Extension Amendment"** to each in a format substantially similar to that attached hereto and incorporated herein by this reference as Exhibit 3 to this First Amendment. Each SLA Extension Amendment will be executed for purposes of documenting the new length of term and Fee Schedule adjustment in accordance with the foregoing. Each such SLA Extension Amendment shall be executed within sixty (60) days of the application of the Fee Schedule set forth in Section 3 of this First Amendment to each such SLA.

3. MODIFICATION TO EXHIBIT "B" OF THE MASTER LEASE RELATING TO RENT.

Exhibit "B" of the Master Lease is deleted in its entirety and replaced with the following:

EXHIBIT "B"  
FEE SCHEDULE

RENT: Commencing on January 1, 2017, the Master Lease Renewal Commencement Date, for each new SLA entered into by the Parties thereafter, Lessee shall pay the City monthly rent in the sum of TWO

THOUSAND THREE HUNDRED FIFTY SIX AND 70/100 DOLLARS (\$2,356.70) for a Grade "A" Site, and monthly rent in the amount of ONE THOUSAND EIGHT HUNDRED AND 90/100 DOLLARS (\$1800.90) for a Grade "B" Site (collectively, the "New Rents"). New Rents as applied to new SLAs under the Master Lease shall begin at the applicable rate set forth above (**adjusted by all Annual Rent Increases that have occurred from the Master Lease Renewal Commencement Date up and until that time**) and, once commenced, shall thereafter increase by the Annual Rent Increase commencing on each anniversary of the Master Lease Renewal Commencement Date. For all Prior Existing SLAs, each shall become subject to the Fee Schedule and the New Rents set forth herein in the manner described in Section 2 above. At the time the New Rents are applicable to each Prior Existing SLA, Lessee shall be responsible for calculating the applicable rent for that site including the Annual Rent Increase subject to the City's confirmation.

Grade "A" Site: is defined as a collocation attachment on an existing City structure with minimal construction required by Lessee or its contractors to build its wireless facilities.

Grade "B" Site: is defined as a City owned raw land site for the construction of a monopole or tower, or a collocation Site that requires moderate or extensive modification or construction to accommodate Lessee's wireless facilities.

All Prior Existing SLAs are identified on the Exhibit 2 to this First Amendment which is attached hereto and incorporated herein by this reference. On Exhibit 2, each is classified as a Grade "A" or Grade "B" Site as mutually agreed to by both Parties.

For future collocations with City, the determination of a Site being Grade "A" or Grade "B" shall be mutually agreed to by both Parties and shall be noted on the appropriate SLA. When the Grade of a Site is established, it shall not change during the Initial Term or any Renewal Term of the applicable SLA.

**4. SECTION 5.1, TERMINATION BY LESSOR, UNDER THE MASTER LEASE, SHALL BE DELETED IN ITS ENTIRETY AND REPLACED IN FULL WITH THE FOLLOWING:**

**Expiration of Master Lease, Termination by Lessor**

Pursuant to Section 2 of this First Amendment, either City or Lessee may provide notice to the other Party of its intention not to renew the Master Lease at least one hundred twenty (120) days in advance of the expiration of the then current Master Lease term. However, the expiration or non-renewal

of the Master Lease shall not affect any then-existing SLA's which shall continue under the terms and conditions of the Master Lease and SLA until the expiration or earlier termination of the Initial Term and all Renewal Terms as delineated in each SLA or SLA Extension Amendment as applicable. City shall only have the right to terminate an SLA after each SLA is commenced pursuant to a default by Lessee thereunder or upon sixty (60) days prior written notice if any equipment placed on the Site by Lessee unreasonably causes interference with any existing equipment located on the Site as of the date of installation of the Lessee's equipment causing such interference, or is reasonably determined to cause a health or safety problem that is injurious to persons or property, and Lessee fails to resolve such interference or health or safety problem after written notice to Lessee and at least sixty (60) days to commence a resolution to such problem.

5. NOTICE. Section 23.6 of the Master Lease is amended as follows:

23.6 Notice

Any notice or demand required to be given in this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

LESSOR: City of Spokane Water Department  
Attn: Director  
914 E North Foothills Drive  
Spokane, WA 99207

LESSEE: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Any such notice is deemed received upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

6. All other terms of and conditions of the Master Lease except as modified herein shall remain in full force and effect.
7. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first above written.

**LESSEE**

**VERIZON WIRELESS (VAW) LLC**  
d/b/a Verizon Wireless  
a Delaware limited liability company

By: James A. Wales  
Name: James A. Wales  
Title: Executive Director - Network  
Date: 5/28/15

**LESSOR**

**CITY OF SPOKANE**  
a municipal corporation

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

Attest:

Approved as to form:

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

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

NOTARIZATIONS FOLLOW ON THE NEXT PAGE

STATE OF WASHINGTON:

:ss.

County of Spokane :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and TERRI L. PFISTER, to me known to be the \_\_\_\_\_ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the 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 affixed my official seal the day and year first above written.

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

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this 28<sup>th</sup> day of May, 2015, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Melissa Kindt  
NOTARY PUBLIC in and for the State of WA,  
residing at King County  
My appointment expires 2/28/15  
Print Name Melissa Kindt

**Exhibit “1”  
To  
First Amendment to Master Lease Agreement**

Copy of Master Lease Agreement



ORIGINAL

THIS MASTER LEASE AGREEMENT ("Agreement") is entered into as of the 31<sup>st</sup> day of December, 1996, by and between The City of Spokane, a municipal corporation of the State of Washington ("Lessor") and Spokane MSA Limited Partnership, ("Lessee").

## RECITALS

Lessee wishes to lease from Lessor on a non-exclusive basis certain portions of real property for the purpose of locating unmanned radio communications equipment on Lessor's property. Each location of Lessor's property for which Lessee leases a portion from Lessor will be referred to individually as a "Site" and collectively as "Sites".

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. MASTER LEASE AGREEMENT

This Agreement contains the basic terms and conditions upon which each Site is leased by Lessor to Lessee. When the parties agree on the particular terms for a Site, the parties will execute a completed Site Lease Acknowledgment in the form attached as Exhibit A (an "SLA"). Each executed SLA is deemed to be a part of this Agreement. The terms and conditions of the SLA will govern and control if there is a discrepancy or inconsistency between the terms and conditions of any SLA and this Agreement. Lessee may record a memorandum of the SLA. Upon termination of the SLA for any reason, Lessee will record a notice of termination of the SLA if Lessee previously recorded a memorandum of the SLA.

### 2. SITE LEASE

Subject to the terms and conditions contained in this Agreement and the SLA relating to the Site, ~~Lessor leases and demises to Lessee and Lessee leases from Lessor that portion of the Site as described~~ on the SLA (the "Premises"). The property owned, leased or licensed by Lessor and, if any, the structure located on the Site will be described on each SLA. The Premises leased to Lessee at a particular Site will include any ground space reasonably necessary for placement and operation of Lessee's equipment and facilities, together with the right to install, maintain and use utility lines and connections, as needed, connecting appurtenances and vehicular and pedestrian access to the Premises at all times. Lessee's equipment and facilities will be mounted on or in any structure on the Site or on the ground near the structure all as described in the SLA and in accordance with the terms of this Agreement.

### 3: USE

The Premises may be used by Lessee only for the installation, operation and maintenance of unmanned wireless communications equipment and related telecommunications activities (a "Communications Facility").

SPO South Hill

X

Lessee must, at Lessee's sole expense, comply with all laws, orders, ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies, including, without limitation, the Federal Communications Commission ("FCC").

Lessee shall not install or maintain a Communications Facility that interferes with the City's equipment or systems, either electronically, through radiated emission, physically or mechanically. If Lessee's Communications Facility interferes with City equipment, or the equipment of other users on-site as of commencement date, Lessee will be notified of the interference and will have sixty (60) days from the date of notice to correct the interference. If Lessee fails to correct the interference during the sixty (60) day period of cure, Lessee shall immediately thereafter remove its Communications Facility.

Lessor agrees to reasonably cooperate with Lessee, at Lessee's expense, in executing such documents or applications required in order for Lessee to obtain such licenses, permits or other governmental approvals needed for Lessee's permitted use of the Premises.

#### **4. TERM**

The initial term of this Agreement ("Initial Term") is ten (10) years commencing on the date of execution and delivery of this Agreement by both parties. The Initial Term of the SLA will commence on the date stated on the SLA ("Commencement Date") and will terminate on the date stated on the SLA, unless otherwise terminated as provided in this Agreement. Lessee, with five (5) business days prior notice to Lessor, may enter the Premises before the Commencement Date, to the extent such entry is related to engineering surveys, inspections, or other reasonably necessary tests required prior to construction and installation of the Communications Facility. The term of this Agreement will be automatically renewed for two (2) additional terms (each a "Renewal Term") of five (5) years each, unless either party provides the other party notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

#### **5. TERMINATION**

##### **5.1. By Lessor**

In addition to any other rights to terminate this Agreement or a SLA, Lessor has the right to terminate a SLA and all of Lessee's rights to the Premises leased on a Site upon sixty (60) days prior written notice if any equipment placed on the Site by Lessee unreasonably causes interference with any existing equipment located on the Site as of the Commencement Date, or is determined by the FCC to cause a health or safety problem that is injurious to persons or property, and Lessee fails to resolve such interference or health or safety problem in a reasonable time.

##### **5.2. By Lessee**

In addition to any other rights to terminate this Agreement or an SLA, Lessee has the right, without penalty, to terminate a SLA upon sixty (60) days prior written notice if:

5.2.1. Lessee, within its sole discretion, is unable to use the Premises for a Communications Facility in the manner originally intended by Lessee when executing the SLA;

5.2.2. any certificate, permit, license or approval affecting Lessee's ability to use the Premises in the manner originally intended by Lessee is rejected; or

5.2.3. if any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental agency.

## **6. FEES**

### **6.1. Fee**

The annual lease fee (the "Fee") for a Premises will be payable on or before the Commencement Date and on or before the first day of the first month starting after each anniversary of the Commencement Date. The Fee shall be payable to Lessor at:

City of Spokane

Real Estate Department

W. 808 Spokane Falls Blvd.

Spokane, WA 99201

Attention: Real Estate Manager.

The Fee will be prorated for any fractional year at the beginning, expiration or earlier termination of a particular SLA. The Fee for the Premises must be determined in accordance with Exhibit B.

### **6.2. Adjustment**

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The Fee for a Site will be adjusted as provided on Exhibit B.

### **6.3. Late Fee**

If Lessee fails to pay any Lease Fee within ten (10) business days of when due, Lessor may require that Lessee pay to Lessor a late fee of \$150.

### **6.4. Other Amounts**

Any sums due to Lessor under this Agreement which are not specifically defined as "Fees" are deemed additional Fees and are subject to late fees specified in Sections 6.3 and any other provisions of this Agreement which address Lease Fees.

## **7. IMPROVEMENTS AND CONSTRUCTION**

### **7.1. Approved Communications Facility**

Lessee has the right at Lessee's sole cost and expense to erect, maintain, replace and operate at the Premises only that Communications Facility specified on the SLA. Prior to commencing any installation or material alteration of a Communications Facility, Lessee must obtain Lessor's approval of:

- 7.1.1. Lessee's plans for installation or alteration work; and
- 7.1.2. the precise location of the Communications Facility on the Site.

Lessor's approval must not be unreasonably withheld, conditioned or delayed. Lessee's replacement of equipment with equipment of substantially the same or smaller size in the course of repairs or upgrading the Communications Facility is not a material alteration. Lessee shall not be required to pay any fee due under a SLA until Lessor has approved the foregoing elements in accordance with this Section 7.1.

All of Lessee's installation and alteration work must be performed:

- 7.1.3. at Lessee's sole cost and expense;
- 7.1.4. in a good and workmanlike manner;
- 7.1.5. in accordance with applicable building uses; and
- 7.1.6. must not adversely effect the structural integrity, maintenance or marketability of the Site or any structure on the Site.

~~Any structural alterations to a structure on the Site must be designed by a licensed structural engineer at Lessee's sole cost and expense.~~

### **7.2. Liens**

Lessee must keep the Site free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Lessee.

If any lien is filed against the Site as a result of the acts or omissions of Lessee, or Lessee's employees, agents, or contractors, Lessee must discharge the lien or bond the lien off in a manner reasonably satisfactory to Lessor within thirty (30) days after Lessee receives written notice from any party that the lien has been filed.

If Lessee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, at Lessor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by

bonding.

Lessee must pay on demand any amount paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Lessor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

### **7.3. Possession**

Taking possession of the Premises by Lessee is conclusive evidence that Lessee:

7.3.1. accepts the Premises as suitable for the purposes for which they are leased;

7.3.2. accepts each Site and any structure on the Site and every part and appurtenance thereof AS IS, with all faults except defects; and

7.3.3. waives any claims against Lessor in respect of defects in the Site or Premises and its appurtenances, their habitability or suitability for any permitted purposes, except:

7.3.3.1. if otherwise expressly provided hereunder,

7.3.3.2. if resulting from the willful act or omission of Lessor's employees, agents or contractors,

7.3.3.3. if resulting from a known claim by a third party not identified by Lessor in Lessor's representations under this Agreement, or

7.3.3.4. if known to Lessor and not disclosed to Lessee.

Lessee is deemed to take possession only at the time Lessee commences construction of the Communications Facility on the Premises. Conducting tests and inspections on the Premises is not the commencement of construction.

## **8. UTILITIES**

Lessee has the right, at Lessee's sole cost and expense, to obtain electrical and telephone service from any utility company that provides such service to the Premises. Lessee may arrange for the installation of a separate meter and main breaker, subject to Lessor's right to approve, said approval not to be unreasonably withheld, conditioned or delayed, the exact location of proposed utility routes and the manner of installation in order to protect and not damage Lessor's property on the site. Lessor understands and acknowledges that:

8.1. the Premises includes such non-exclusive easement rights as necessary to enable Lessee to connect utility wires, cables, fibers and conduits to the Communications Facility except,

Lessor reserves the right to approve the route and the manner of installation so long as such approval is not unreasonably withheld. Lessee shall pay for all of Lessee's utility costs when due.

## **9. ACCESS**

The following provisions shall govern access to the Premises, unless otherwise modified on a SLA:

Access to the Premises shall be twenty-four (24) hours per day, seven (7) days per week and may be by foot or motor vehicle, including trucks and equipment.

Lessee acknowledges that the foregoing access rights are subject to any limitations or restrictions on access imposed upon Lessor (and therefore upon Lessee) by the landlord under any underlying lease or license document relating to a particular Site, except limitations or restrictions imposed by a landlord which is an affiliate of Lessor shall not be more restrictive than those contained in this Section. Lessee agrees to abide by such limitations or restrictions provided that Lessee has been given a copy of the lease agreement or has been notified by Lessor of such limitations and restrictions.

The City retains the right to designate certain areas of the Site as sensitive to the City's security and public safety communication systems and require that a City employee remain on-site during the period of any repair or installation by Lessee. The City Manager and Police Chief will determine, on a case by case review, whether or not on site monitoring is required. However, Lessee retains the right to access its equipment building so long as access is not across, or through the City's sensitive area. Lessee agrees to bear the expense of such monitoring by the City.

Lessee agrees to provide the City with a list of employees, agents or other individuals who will have access to the Site for the purpose of the City of Spokane Police Department performing a background check on the named individuals. Lessee, by providing the name, date of birth and social security number of persons desiring access to the Site, hereby consents, on behalf of the individuals, to the background check by the Police Department. The Police Department shall not release this information to members of the general public. Any employees, agents, or other individuals under the authority or control of the Lessee who have not been previously screened by the Police Department must be accompanied by an employee of the City while that person is within the Site. Lessee agrees to bear the expense of this monitoring by the City.

## **10. IMPROVEMENT FEES AND TAXES**

Lessee must pay all taxes and other fees or charges attributable to the Communications Facility and the use or occupancy of City property.

Lessor must pay all taxes and other fees or charges attributable to each of the Premises (including, without limitation, debt and ground lease obligations), each Site and, if required under

Lessor's ground lease obligations, the real estate of which the Premises are a portion.

## **11. INSURANCE**

### **11.1. Required Insurance of Lessee**

Lessee must, during the term of this Agreement and at Lessee's sole expense, obtain and keep in force, not less than the following insurance:

11.1.1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon each Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;

11.1.2. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$5,000,000 combined single limit for each occurrence for bodily injury, personal injury and property damage liability, listing Lessor as an additional insured; and

11.1.3. Workers' Compensation and Employer's Liability insurance.

### **11.2. Required Insurance of Lessor**

Lessor must, during the term of this Agreement and at Lessor's sole expense, obtain and keep in force property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site, in an amount not less than 90% of the full replacement cost of the Site (excluding, however, the Communications Facility). Coverage maybe through self-insurance, a national insurance carrier, or a combination of both. In the event of a casualty loss, Lessor in its sole discretion will determine whether the premises will be rebuilt.

### **11.3. Policies of Insurance**

All required insurance policies must be approved by the City Risk Manager and purchased through insurers that are licensed to do business in the jurisdiction where the Premises and Sites are located. Lessee agrees that certificates of insurance will be delivered to Lessor as soon as practicable after the placing of the required insurance, but not later than the Commencement Date of a particular SLA. All policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or termination of the insurance.

Lessor and Lessee will each year review the limits for the insurance policies which Lessee is required to maintain under this Agreement. Policy limits will be adjusted to proper and reasonable limits as circumstances warrant, but policy limits will not be reduced below those stated above and no increases will be effective unless Lessor and Lessee mutually agree.

#### **11.4. No Limitation on Liability**

The provision of insurance required in this Agreement shall not be construed to limit or otherwise affect the liability of Lessee to Lessor.

#### **11.5. Compliance**

Neither Lessor nor Lessee will do nor permit to be done in or about the Premises, nor bring or keep or permit to be brought to the Premises, anything that:

11.5.1. is prohibited by any insurance policy carried by Lessor or Lessee covering the Site, any improvements thereon, or the Premises; or

11.5.2. will increase the existing premiums for any such policies beyond that contemplated for the addition of the Communications Facility.

Lessor acknowledges and agrees that the installation of the Communications Facility upon the Premises in accordance with the terms and conditions of this Agreement will be considered within the underwriting requirements of any of Lessor's insurers and such premiums contemplate the addition of the Communications Facility.

#### **11.6. Release**

Lessor and Lessee release each other, and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises, the Site and any improvements thereon, to the extent the risks are insured under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each property insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against the other party in connection with any damage covered by any policy.

### **12. INDEMNIFICATION**

#### **12.1. Indemnification by Lessee**

Lessee must indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

12.1.1. any occurrence in, upon or at the Premises or the Site caused by the act or omission of Lessee or Lessee's agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen or suppliers, except to the extent caused by the negligence or willful misconduct of Lessor, Lessor's agents, customers, invitees, concessionaires, contractor, servants, vendors, materialmen or suppliers;

12.1.2. any occurrence caused by the violation of any law, regulation or ordinance applicable to Lessee's actual use of or presence on the Premises or the actual use of or presence on the Premises by Lessee's agents, customers, invitees, concessionaires, contractors, servants,



vendors, materialmen or suppliers; or

If Lessor is made a party to any litigation commenced by or against Lessee for any of the above reasons, then Lessee shall protect and hold Lessor harmless and pay all costs, penalties, charges, damages, and expenses incurred or paid by Lessor in accordance with the provisions of Section 12.3 of this Agreement.

#### **12.2. Indemnification by Lessor**

Lessor must indemnify Lessee and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, and/or damage to property arising from or out of:

12.2.1. any occurrence in, upon or at the Premises or the Site caused by the act or omission of Lessor or its employees, except to the extent caused by the negligence or willful misconduct of Lessee, Lessee's agents, customers, invitees, concessionaires, contractor, servants, vendors, materialmen or suppliers;

12.2.2. any occurrence caused by the violation of any law, regulation or ordinance applicable to Lessor's actual use of or presence on the Premises or the actual use of or presence on the Premises by Lessor or its employees; or

If Lessee is made a party to any litigation commenced by or against Lessor for any of the above reasons, then Lessor shall protect and hold Lessee harmless and pay all costs, penalties, charges, damages, and expenses incurred or paid by Lessee in accordance with the provisions of Section 12.3 of this Agreement.

### **13. ASSIGNMENT**

#### **13.1. By Lessee**

Lessee, upon prior written notice to Lessor, has the right, without the necessity of obtaining Lessor's consent, to assign this Agreement, either in whole or in part, together with Lessee's rights in all SLAs (whether by absolute assignment or collateral assignment), to:

13.1.1. any affiliate of Lessee; or

13.1.2. any partnership, venture or new corporation formed by Lessee (collectively "Permitted Transferees").

Lessee shall have the right, without prior notice to or consent by Lessor, to assign or transfer this lease or to sublet the Premises to any parent, subsidiary or affiliate entity of Lessee, specifically including, but not limited to, the communications entities which may emerge from the joint venture pending between U S WEST, Inc. and AirTouch Communications, Inc., which assignment, transfer or sublease shall fully release Lessee from any further obligations or liability under the terms of this Lease commencing on the effective date of the assignment, transfer or sublease.

### **13.2. By Lessor**

Lessor may make any sale, lease, license or transfer of any Site, provided such sale, lease, license or transfer is subject to the terms and conditions of this Agreement and the applicable SLA.

## **14. REPAIRS**

### **14.1. Lessee's Obligation**

Lessee must, at all times during the term of any particular SLA, at Lessee's sole cost and expense, keep and maintain the Communications Facility located by Lessee upon the Premises in a structurally safe and sound condition and in good repair.

If Lessee does not make such repairs within thirty (30) days after receipt of notice from Lessor requesting such repairs and such repairs are required, then Lessor may, at Lessor's option, make the repairs. Lessee shall pay Lessor on demand Lessor's actual costs in making the repairs, plus Lessor's actual overhead.

If Lessee commences to make repairs within thirty (30) days after any written notice from Lessor requesting such repairs and thereafter continuously and diligently pursues and completes such repair, then the thirty (30) day cure period will extend for an additional sixty (60) days to permit Lessee to complete such repairs.

If emergency repairs are needed to protect persons, or property, or to allow the use of the Premises, Lessee must immediately correct the safety or use problem, even if a full repair cannot be made at that time or Lessor may make such repairs at Lessee's expense.

### **14.2. Lessor's Obligation**

Lessor must, at all times during the term of any SLA and at Lessor's sole cost and expense, keep and maintain the Site and any improvements located thereon in a structurally sound and safe condition.

If Lessee is unable to use the Communications Facility because of repairs required on the Premises, then Lessee may, at its sole expense, immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure, while Lessor makes repairs to the Premises.

## **15. CASUALTY OR CONDEMNATION**

### **15.1. Casualty**

If there is a casualty or loss to any structure upon which a Communications Facility is located, Lessor and Lessee agree to cooperate and coordinate efforts towards bringing Spokane MSA Limited Partnership's Communications Facility on-line, either at the same Premises or another suitable City location. Specifically, Lessee may immediately erect on the Premises or an unused portion of the Site a temporary Communications Facility, including any supporting structure for up to six (6) months, while

Lessor repairs, restores, abandons, or demolishes the Premises. If Lessor elects to repair or restore the Premises, Lessee, at its sole expense, is entitled to reinstall Lessee's Communications Facility on the structure upon the completion of said repair or restoration. In the event such repairs or restoration will reasonably require more than sixty (60) days to complete, Lessee is entitled to terminate the applicable SLA upon thirty (30) days prior written notice and without recourse against Lessor, subject to its right to seek indemnification under paragraph 12.2 of this agreement. In the event Lessor decides to abandon, demolish, or not repair the facility, Lessee is entitled to maintain a temporary Communications Facility, including any supporting structure on the Premises for up to six (6) months from the date of Lessor's notice of such intent to abandon, demolish, or not repair the facility. If Lessor decides to abandon, demolish, or not repair the structure, the lease on that specific SLA shall terminate on the date that Lessee removes its Communications Facility from City property, or six (6) months from date of notice, whichever comes first. Lessee shall not be entitled to damages against the Lessor, but any prepaid rent shall be returned on a pro-rata basis. Rent will be abated on a pro-rata basis for any time in which Lessee's use of the facility is prevented due to the casualty.

### **15.2. Condemnation**

If there is a condemnation of the Site, including without limitation a transfer of the Site by consensual deed in lieu of condemnation, then the SLA for the condemned Site will terminate upon transfer of title to the condemning authority, without further liability to either party under this Agreement. Lessee is entitled to pursue a separate condemnation award for the Communications Facility from the condemning authority.

## **16. SURRENDER OF PREMISES; HOLDING OVER**

Upon the expiration or other termination of a SLA for any cause whatsoever, Lessee must peacefully vacate the applicable Premises in as good order and condition as the same were at the beginning of the applicable SLA, except for reasonable use, wear and tear and casualty and condemnation. Lessee has the absolute right to remove its Communications Facility. Lessee will repair any damage caused during the removal of the Communications Facility.

If Lessee continues to hold any Premises after the termination of the applicable SLA, whether the termination occurs by lapse of time or otherwise, such holding over will, unless otherwise agreed to by Lessor in writing, constitute and be construed as a month-to-month tenancy at a monthly Lease Fee equal to 1/12th of 125% of the Fee for such SLA and subject to all of the other terms set forth in this Agreement.

## **17. DEFAULT AND REMEDIES**

### **17.1. Lessee's Events of Default**

The occurrence of any one or more of the following events constitutes an "event of default" by Lessee under the applicable SLA:

17.1.1. if Lessee fails to pay any Fee or other sums payable by Lessee for the applicable Premises within twenty one (21) business days of Lessee's receipt of written request for payment;

17.1.2. if Lessee fails to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Lessor; except such thirty (30) day cure period will be extended as reasonably necessary to permit Lessee to complete cure so long as Lessee commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

17.1.3. if any petition is filed by or against Lessee, under any section or chapter of the present or any future Federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof (and with respect to any petition filed against Lessee, such petition is not dismissed within ninety (90) days after the filing thereof), or Lessee is adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the present or any future federal Bankruptcy Code or under any similar law or statute of the United States or any state thereof;

17.1.4. if a receiver, custodian, or trustee is appointed for Lessee or for any of the assets of Lessee and such appointment is not vacated within sixty (60) days of the date of the appointment; or

17.1.5. if Lessee becomes insolvent or makes a transfer in fraud of creditors.

## **17.2. Lessee's Default**

If an event of default occurs, while Lessee remains in default, Lessor (without notice or demand except as expressly required above) may terminate the applicable SLA, in which event Lessee will immediately surrender the applicable Premises to Lessor. Lessee will become liable for damages equal to the total of:

17.2.1. the actual costs of recovering the Premises;

17.2.2. the Fee earned as of the date of termination, plus interest thereon at the Past Due Interest Rate from the date due until paid;

17.2.3. the Fee and other benefits that Lessor would have received under the applicable SLA for the remainder of the term, (for the purposes noted in Section 17.2.3, the initial ten (10) year term shall be divided in to two equal five (5) year terms);

17.2.4. all other sums of money and damages owing by Lessee to Lessor.

17.2.5. If at any time during this Agreement any of the events set forth in 17.2.1., 17.2.2. or 17.2.3. have previously occurred with respect to 15% or more of the SLAs, Lessor, at Lessor's sole option, is entitled to terminate this Agreement upon thirty (30) days prior written notice to Lessee. Lessor may elect any one or more of the foregoing remedies with respect to any particular SLA, but only if the Lessee is in default with respect to that SLA.

### **17.3. Lessor's Default**

If Lessor is in breach of any representation, warranty or agreement set forth in this Agreement; or if Lessor fails to perform or observe any other term of the applicable SLA, including terms and conditions applicable thereto contained in this Agreement, and such failure continues for more than thirty (30) days after written notice from Lessee; except such thirty (30) day cure period will be extended as reasonably necessary to permit Lessor to complete cure so long as Lessor commences cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure;

Lessee may, in addition to any other remedy available at law or in equity, at Lessee's option upon written notice, terminate the applicable SLA.

Lessee may elect any one or more of the foregoing remedies with respect to any particular SLA. Neither party may sue for or obtain consequential damages resulting from the other party's default or breach of this agreement. Lessee's monetary damages shall be limited to the fees payable to Lessor under this agreement.

### **17.4. Duty to mitigate damages**

Lessee and Lessor shall endeavor in good faith to mitigate damages arising under this Agreement.

## **18. COVENANT OF QUIET ENJOYMENT**

Lessor covenants and warrants that Lessee or any Permitted Transferees or other transferees approved by Lessor upon the payment of Fees and performance of all the terms, covenants and conditions under this Agreement, will have, hold and enjoy each Premises leased under a SLA during the term of the applicable SLA or any renewal or extension thereof. Lessor will take no action not expressly permitted under the terms of this Agreement that will interfere with Lessee's intended use of the Premises nor will Lessor fail to take any action or perform any obligation necessary to fulfill Lessor's aforesaid covenant of quiet enjoyment in favor of Lessee.

## **19. COVENANTS AND WARRANTIES**

### **19.1. Lessor**

Lessor warrants, with respect to each particular SLA that:

19.1.1. Lessor owns good marketable fee simple title, has a good and marketable leasehold interest, or has a valid license, in the land on which the Site and Premises are located and has rights of access thereto;

19.1.2. Lessor will not permit or suffer the future installation of any other improvement (including, without limitation, transmission or reception devices) upon the structure or land of which any Site or Premises is a portion if such improvement materially interferes with transmission or reception by Lessee's Communications Facility in any manner whatsoever. Lessor is under no obligation to modify or remove its existing equipment for Lessee's use of the Premises or Site; and

19.1.3. The Premises are to the best of the knowledge of Lessor not contaminated by any Environmental Hazards (as defined in Section 21).

## **19.2. Mutual**

Each party represents and warrants to the other party that:

19.2.1. it has full right, power and authority to make this Agreement and to enter into the SLAs;

19.2.2. the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants, or other agreements under which such party is bound;

19.2.3. as of the date of this Agreement, that such party is a duly organized and is an existing corporation or limited partnership;

19.2.4. the party is qualified to do business in any state in which the Premises and Sites are located; and

19.2.5. all persons signing on behalf of such party were authorized to do so by appropriate corporate or partnership action.

## **19.3. No Brokers**

Lessee and Lessor represent to each other that neither has had any dealings with any real estate brokers or agents in connection with the negotiation of this Agreement. This clause is not applicable to the SLAs.

# **20. DISPUTE RESOLUTION**

## **20.1. General**

Except as provided otherwise in this Agreement, any controversy between the parties rising out of this Agreement or any SLA, or breach thereof, is subject to the mediation process described below. If not resolved by mediation, then the matter must be submitted to the American Arbitration Association ("AAA") for arbitration before a sole arbitrator in Spokane, Washington.

## **20.2. Procedure**

A meeting will be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute. The meeting will be attended by individuals with decision making authority regarding the dispute. If within thirty (30) days after such meeting the parties have not succeeded in resolving the dispute, they will, within thirty (30) days thereafter submit the dispute to a mutually acceptable third-party mediator who is acquainted with dispute resolution methods. Lessor and Lessee will participate in good faith in the mediation and the mediation process. The mediation shall be nonbinding. If the dispute is not resolved by mediation either party may initiate an arbitration with the

AAA, and the dispute shall be resolved by binding arbitration under the rules and administration of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

### **20.3. Costs**

The costs of mediation and arbitration, including any mediator's fees, AAA administration fee, the arbitrators fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties. Each party's other costs and expenses will be borne by the party incurring them.

## **21. ENVIRONMENTAL MATTERS**

Lessor represents and warrants that to the best of Lessor's knowledge there are no Environmental Hazards on any Site. Nothing in this Agreement or in any SLA will be construed or interpreted to require that Lessee remediate any Environmental Hazards located at any Site unless Lessee or Lessee's officers, employees, agents, or contractors placed the Environmental Hazards on the Site.

Lessee will not bring to, transport across or dispose of any Environmental Hazards on any particular Premises or Site without Lessor's prior written approval, which approval shall not unduly be withheld except Lessee may keep on the Premises substances used in back up power units (such as batteries and diesel generators) commonly used in the wireless telecommunications industry. Lessee's use of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances, and regulations governing such use.

The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl (PCB), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act, and any regulations promulgated pursuant thereto. This Section provision shall survive termination of the Agreement and any particular SLA.

## **22. SUBORDINATION**

### **22.1. Agreement**

Lessee agrees that this Agreement and each SLA is subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Premises or on or against Lessor's interest or estate therein, and any underlying ground lease or master lease on a particular Site, all without the necessity of having further instruments executed by Lessee to effect such subordination, but, with respect to any such liens or leases which arise following execution of this Agreement, only upon the condition that any such mortgagee, beneficiary, trustee or ground lessor expressly agrees not to disturb the rights of Lessee under this Agreement and each SLA.

## **22.2. SLA**

Each SLA is subject to any restrictions or other terms or conditions contained in the underlying ground lease or master lease ("Ground Lease"). Lessee agrees to commit no act or omission which would constitute a default under any Ground Lease that Lessor has provided a copy of to Lessee. Lessor shall provide Lessee with a complete copy of the Ground Lease and all amendments thereto prior to the execution by lessee of the particular SLA.

Lessee is not required to obtain any consent from the landlord under such Ground Lease in order for Lessee to construct, operate, maintain or access the Communications Facility, unless expressly set forth in the applicable SLA.

If a particular restriction contained in a Ground Lease and not set forth on the applicable SLA prevents Lessee from the construction, operation or maintenance of or access to the Communications Facility, Lessee is entitled to terminate the applicable SLA.

Upon the expiration or termination of any Ground Lease, underlying lease or license with respect to a particular Site, the SLA relating to such Site automatically terminates without further liability to either party. Lessee acknowledges that many of Lessor's underlying leases or licenses may grant to the property owner the right to terminate such underlying leases or licenses on the Site, and that in the event of such termination, the SLA with respect to such Site shall terminate concurrently herewith.

Lessor agrees that Lessor will not breach the terms or conditions of any Ground Lease in a manner that affects Lessee's use of the Premises.

## **23. GENERAL PROVISIONS**

### **23.1. Entire Agreement**

This Agreement and each SLA constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained in this Agreement. Any amendments to this Agreement or any SLA must be in writing and executed by both parties.

### **23.2. Severability**

If any provision of this Agreement or any SLA is invalid or unenforceable with respect to any party, the remainder of this Agreement, the applicable SLA or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, is not to be affected and each provision of this Agreement or the applicable SLA is valid and enforceable to the fullest extent permitted by law.

### **23.3. Binding Effect**

This Agreement and each SLA will be binding on and inure to the benefit of the respective parties' successors and permitted assignees.



#### **23.4. Captions**

The captions of this Agreement are inserted for convenience only and are not to be construed as part of this Agreement or the applicable SLA or in any way limiting the scope or intent of its provision.

#### **23.5. No Waiver**

No provision of this Agreement or a SLA will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement or any SLA is to be construed to waive or lessen any party's right to insist upon strict performance of the terms of this Agreement or any SLA. The rights granted in this Agreement and under each SLA is cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement and each SLA. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement and each SLA are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement or each SLA.

#### **23.6. Notice**

Any notice or demand required to be given in this Agreement shall be made by certified or registered mail, return receipt requested or reliable overnight courier to the address of other parties set forth below:

Lessor:	City of Spokane Real Estate Projects Manager West 808 Spokane Falls Blvd. Spokane, WA 99201
Lessee:	Spokane MSA Limited Partnership. c/o U S WEST NewVector Property Management M/S 223 Group, Inc. 3350 161st Avenue S.E. Bellevue, WA 98008
Phone:	(206) 747-4900

Any such notice is deemed received one (1) business day following deposit with a reliable overnight courier or five (5) business days following deposit in the United States mails addressed as required above. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

#### **23.7. Governing Law**

This Agreement and each SLA is governed by the laws of the State of Washington. Notwithstanding the foregoing, in the event of a dispute over a particular Site or Premises, the laws of the state where the Site and Premise are located shall govern.

### **23.8. No Liens**

Each Communications Facility and related property located upon any Premises by Lessee pursuant to the terms of this Agreement and the applicable SLAs will at all times be and remain the property of Lessee and will not be subject to any lien or encumbrance created or suffered by Lessor. Lessee has the right to make such public filings as it deems necessary or desirable to evidence Lessee's ownership of the Communications Facility. Lessor waives all Lessor's or landlord's lien on any property of Lessee (whether created by statute or otherwise). Notwithstanding the foregoing, in the event of termination or expiration of a SLA, if all of the Communications Facility located on the Premises is not removed within thirty (30) days following such termination or expiration, such equipment remaining shall be deemed abandoned and Lessor's waiver of lien shall thereafter be void and of no further force and effect.

### **23.9. Force Majeure**

If a party is delayed or hindered in, or prevented from the performance required under this Agreement by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay.

### **23.10. Time is of the Essence**

Time is of the essence with respect to each SLA.

## **24. COST SHARING ON TOWER OR MONOPOLES ON CITY PROPERTY**

Lessee acknowledges its understanding that Lessor has adopted a policy of encouraging the collocation of communication facilities on towers and monopoles within the City of Spokane, Washington. Lessee agrees that if Lessee constructs a communications tower or monopole on any city property, the tower or monopole will be constructed to accommodate equipment of up to one additional potential user; provided that such equipment is substantially similar in size and weight to that utilized by Lessee. Upon completion of construction, Lessee shall provide the City with a certified statement by an accountant that sets forth the actual design, construction and development cost of the communications tower or monopole. If the tower or monopole is designed to accommodate two users, then the Lessee shall be entitled to charge each subsequent user one half of the design, construction and development costs plus an annual administration fee to the Lessee. The annual administration fee is for Site management and shall not exceed twenty percent (20%) of the total cost of the communications tower or monopole plus a fair pro rata share of maintenance expenses.

A potential user will be entitled to install communication equipment on the tower or monopole constructed by Lessee when it has entered into a ground lease agreement with the Lessor (City) and a

tower agreement with the Lessee. Lessor shall charge rent in an amount similar to that reflected on Exhibit "B" for a grade "B" Site. Lessee's tower agreement with the potential user shall be approved by the City prior to the potential user locating any equipment on City property or the communications tower or monopole. The City shall not unreasonably withhold, condition, or delay said approval.

All potential users are required to install wireless facilities according to ELA/TIA (Engineering Institute of American & Telecommunication Institute of America), IEEE (Institute of Electrical & Electronic Engineers), UBC ( Universal Building Codes), FCC (Federal Communications Commission) and other applicable industry standards, including but not limited to antenna separation. Users are also required to be licensed.

## 25. RADIO FREQUENCIES & SITE STANDARDS

Lessor retains the right to approve any installation, construction or additions prior to the work taking place at the Site. This does not preclude Lessee from making an item for item replacement of existing equipment with new equipment which performs the same function and meets or exceeds the same technical requirements of the existing equipment. All of Lessee's equipment shall meet or exceed the "Inland Empire Cooperative Interference Committee" Minimum Site Standard for Radio Communications dated 5/9/1989, a copy of which is attached to this agreement as Exhibit "C".

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Spokane MSA Limited Partnership, by U S WEST NewVector Group, Inc., its General Partner

By: Ronald V. Smith

Name: Ronald V. Smith

Title: Corporate Real Estate Manager

CITY OF SPOKANE, a Municipal Corporation of the State of Washington.  
Federal Tax ID# 91-001280

By: Molly Myers

Acting City Manager

Attest: Tom Cloar

City Clerk

Approved as to form: Shirley Chabert

Assistant City Attorney

Real Estate Manager

EXHIBIT "C"

INLAND EMPLOYEE COOPERATIVE INTERFERENCE CLITTEE  
MINIMUM SITE STANDARDS FOR RADIO COMMUNICATIONS

"Revised & Adopted 5-9-89"

1. Transmitter Requirements:

- a. Transmitters in the 25-54 mhz range shall have an isolator(s) to provide 15 db minimum reverse isolation and a band pass device that will provide not less than 10 db attenuation at 500 khz removed from the operating frequency. The isolator(s) shall be installed between the transmitter and the band pass device.
- b. Transmitters in the 66-88 mhz range shall have an isolator(s) to provide 15db minimum reverse isolation and a band pass device that will provide not less than 10 db attenuation at 1 mhz removed from the operating frequency. The isolator(s) shall be installed between the transmitter and the band pass device.
- c. Transmitters in the 118-225 mhz range shall have a band pass device that will provide not less than 10 db attenuation at 350 khz removed from the operating frequency and a ferrite isolator with a minimum of 50 db rejection in the reverse direction. The isolator(s) shall be installed between the transmitter and the band pass device.
- d. Transmitters in the 406-520 mhz range shall have a band pass device that will provide not less than 15 db attenuation at 1 mhz removed from the operating frequency and a ferrite isolator with a minimum of 50 db rejection in the reverse direction. The isolators shall be installed between the transmitter and the band pass device.
- e. Transmitters in the 806-960 mhz range shall have a band pass device that will provide not less than 15 db attenuation at 1 mhz removed from the operating frequency and a ferrite isolator with a minimum of 50 db rejection in the reverse direction. The isolators shall be installed between the transmitter and the band pass device.
- f. Microwave, 960 mhz and up will be handled on a case by case basis.
- g. Multifrequency transmitter's will be handled on a per case basis.
- h. All transmitters shall be TYPE ACCEPTED for the intended application with proper shielding.

2. A band pass device is recommended at the input of all receivers.

3. Notch type duplexers must be preceded by a band pass device.

4. When radio interference occurs, notch filters, crystal filters and dual or more ferrite isolators and/or band pass devices may be required. The need for additional filtering equipment will be determined on a case-by-case basis.

"over"

5. Tx coax lines and jumper shall provide at least 97% shield coverage from the radio equip. to isolators, band pass dev., duplexers, and to solid jacketed transmission line.

No aluminum jacketed type cable will be allowed. Also "No" dissimilar metal shielded cable such as old RG-7 shall be used.

6. Solid jacketed transmission line is required. Unjacketed transmission line of any type is prohibited.
7. Type "N" connectors are preferred over type UHF connectors. Don't mix coax connectors with adapters.
8. Black nylon tie wraps or approved insulated cable clamps must be used to secure transmission line to towers. Wrap lock is prohibited.
9. Insulate guy wires, bonding across clevises, brackets, etc. Do not leave loose wire or metal objects on towers. All chain link fences will be vinyl-clad.
10. Radio equipment must be housed in Type Accepted enclosures and properly grounded.
11. Existing 25 db isolators must be replaced with 50 db isolators at the end of their useful life.
12. Equipment listed on this Technical Data Sheet, shall not be changed without authorization of the site manager.
13. Location and height of tower and location of antennas on the tower shall not be changed after the initial installation and tests without authorization of the site manager.
14. Identify each transmitter with the following:
- a. A copy of the FCC license agreement number (if applicable).
  - b. The person's name and telephone number responsible for the equipment maintenance.
  - c. The receive frequency.
  - d. The Transmit frequency and power.
  - e. Transmit/Receive tone frequency's.
15. There will be no 450-460 (470-512 where applicable) inverted pairs or control stations.  
Use on case by case basis.

## **EXHIBIT "B"**

### **FEE SCHEDULE**

**RENT:** Upon the Commencement Date, Spokane MSA Limited Partnership shall pay the City, monthly rent in the sum of SIX HUNDRED SIXTY SEVEN AND NO/100 DOLLARS (\$667) for a Grade "A" Site, and FIVE HUNDRED AND NO/100 DOLLARS (\$500) for a Grade "B" Site, (hereinafter referred to as "rent"). Definitions of Grade "A" and Grade "B" Sites are described below. In addition, rent shall be increased each year, on the anniversary date of the Commencement Date of the Site Lease Acknowledgment (SLA) by a percentage equal to the percentage increase in the Consumer Price Index for the Seattle-Everett Metropolitan Statistical Area. However, rent shall not increase more than nine percent (9%) per annum of the rent paid over the preceding year, nor shall rent increase less than three percent (3%) per annum over the previous year. The City shall be responsible for communicating the amount of the rental adjustment to Spokane MSA with a thirty (30) day written advance notice, and shall provide Spokane MSA with documentation pertaining to the calculated adjustment. This method of calculating rent increases shall apply to each successive renewal term.

Grade "A" Site: is defined as a collocation attachment on an existing City structure with minimal construction required by Spokane MSA or its contractors to build wireless facilities.

Grade "B" Site: is defined as a City owned raw land site for the construction of a monopole or tower, or a collocation Site that requires moderate or extensive modification or construction to accommodate Spokane MSA wireless facilities.

The determination of a Site being Grade "A" or Grade "B" shall be mutually agreed upon between Spokane MSA and the City, and shall be noted on the appropriate Site Lease Acknowledgment (SLA). When the Grade of a Site is established, it shall not change during the Initial Term or additional renewal option terms.

PARTNERSHIP ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 17 day of January, 1997, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ronald V. Smith to me known to be Corporate Real Estate Manager of U S WEST NewVector Group, Inc. the general partner of SPOKANE MSA Limited Partnership, the partnership that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Barbara A. Edwards  
Notary Public in and for the State of WA  
residing at King County  
My appointment expires: 12-20-99

## EXHIBIT A

### SITE LEASE ACKNOWLEDGMENT

This Site Lease Acknowledgment is made to the Master Lease Agreement between City of Spokane, a municipal corporation of the State of Washington, and Spokane MSA Limited Partnership dated \_\_\_\_\_ 199\_\_, a copy of which is attached hereto as Exhibit \_\_\_\_\_ and its terms incorporated herein. Capitalized terms used in this SLA have the same meaning as such terms in the Master Lease Agreement unless otherwise indicated.

1. Site Name and Number:
2. Site Address:
3. Site Legal Description: See Exhibit 1.
4. Site Latitude and Longitude:
5. Commencement Date:
6. Fees:
7. Term:
8. Renewal Options:
9. ☐ The Site is owned by Lessor.  
☐ The Site is leased by Lessor. A copy of the prime lease and the owner's consent are attached to this SLA.
10. Lessor contact for emergencies:
11. Lessee contact for emergencies:
12. Description of Communications Facility: Exhibit 2
11. Special provisions:

Spokane MSA Limited Partnership  
by U S WEST NewVector Group Inc., its  
General Partner

CITY OF SPOKANE,  
a Municipal Corporation of the State of  
Washington. Fed Tax ID 91-001280

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

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

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

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

City Manager

Attest:  
City Clerk

Approved as to form:

  
Assistant City Attorney





**WATER DEPARTMENT**  
914 E. North Foothills Drive  
Spokane, Washington 99207-2794  
(509)625-7800  
FAX 625-7816

## **Wireless Communications Construction / Installation Requirements**

The following list of requirements was generated to govern Construction / Installation projects, be they upgrades of existing equipment, or the installation of new equipment. Specific issues not included in the following requirements will be subject to approval – in writing – by the Water Department Project Inspector.

### **Project Design and Approval:**

1. The Wireless Communications Company will prepare Construction / Installation Drawings illustrating the proposed project, must be stamped, signed, and dated, by an engineer registered in Washington State.
2. The Wireless Communications Company must submit two sets of the Construction / Installation Drawings to the Water Department for review and comment.
3. The Water Department will review the drawings and provide comments accordingly.
4. These drawings will be returned to the Wireless Communications Company to allow them to address the Water Department comments.
5. The Wireless Communications Company will re-submit the drawings for approval. If all items have been addressed to the liking of the Water Department, the Water Department will provide the necessary approval to all drawings in the set.
6. All necessary permits relating to the Construction / Installation of the project must be purchased.

### **Project Construction / Installation Site Work:**

7. All Project Construction / Installation work will be monitored by the Water Department Project Inspector and will be subject to his/her approval.
8. All necessary permits must be displayed at the job site.
9. A complete set of the most current “approved” Construction / Installation drawings must be available on site.
10. Any changes or deviations for the “approved” Construction / Installation drawings must be pre-approved in writing, by the Water Department Project Inspector. Any changes or deviations must be noted for inclusion in an “as-built” set of drawings for the project.
11. Handrails typically attached to the reservoir roof ring are not to be used for:
  - a. hoisting of any kind.
  - b. fastening of any devices, unless pre-approved in writing by the Water Department Project Inspector.

## **Wireless Communications Construction / Installation Requirements (cont'd.)**

12. A copy of the most current Water Department Policy: Keys & Access to Water Tanks by Wireless Communications must be in possession of the Project Contractor and available at the Project site. Adherence to this policy will be strictly enforced by the Water Department Project Inspector.
13. A portable chemical toilet must be on site during the project construction / installation.
14. All equipment cabinets and antennas must have permanent labeling with Company name and emergency contact phone numbers.
15. The Project site must be restored to the condition of the site prior to the commencement of the project construction / installation. Final approval of the restoration work will rest with the Water Department Project Inspector.

Water Department contact names regarding wireless communications:

Harry A. McLean, Jr., P.E.

Aaron Reilly, Project Inspector

Randy Reid, Project Inspector

## **EXHIBIT "B"**

### **FEE SCHEDULE**

**RENT:** Upon the Commencement Date, Spokane MSA Limited Partnership shall pay the City, monthly rent in the sum of SIX HUNDRED SIXTY SEVEN AND NO/100 DOLLARS (\$667) for a Grade "A" Site, and FIVE HUNDRED AND NO/100 DOLLARS (\$500) for a Grade "B" Site, (hereinafter referred to as "rent"). Definitions of Grade "A" and Grade "B" Sites are described below. In addition, rent shall be increased each year, on the anniversary date of the Commencement Date of the Site Lease Acknowledgment (SLA) by a percentage equal to the percentage increase in the Consumer Price Index for the Seattle-Everett Metropolitan Statistical Area. However, rent shall not increase more than nine percent (9%) per annum of the rent paid over the preceding year, nor shall rent increase less than three percent (3%) per annum over the previous year. The City shall be responsible for communicating the amount of the rental adjustment to Spokane MSA with a thirty (30) day written advance notice, and shall provide Spokane MSA with documentation pertaining to the calculated adjustment. This method of calculating rent increases shall apply to each successive renewal term.

Grade "A" Site: is defined as a collocation attachment on an existing City structure with minimal construction required by Spokane MSA or its contractors to build wireless facilities.

Grade "B" Site: is defined as a City owned raw land site for the construction of a monopole or tower, or a collocation Site that requires moderate or extensive modification or construction to accommodate Spokane MSA wireless facilities.

The determination of a Site being Grade "A" or Grade "B" shall be mutually agreed upon between Spokane MSA and the City, and shall be noted on the appropriate Site Lease Acknowledgment (SLA). When the Grade of a Site is established, it shall not change during the Initial Term or additional renewal option terms.

**Exhibit '2'**  
**To**  
**First Amendment to Master Lease Agreement**

The following is a list of all Prior Existing SLAs between City and Lessee as of the Effective Date of the First Amendment

**Grade A sites:**

<b>Lessee Site No.</b>	<b>Lessee (Lessor) Site Name</b>	<b>Site Address</b>	<b>Rent Adjustment Date</b>
#1713867048	SPO SOHILL	33 <sup>rd</sup> and Lamonte Streets	June 1, 2017
	SPO HAYFORD	7910 S Thomas Mallen Rd Cheney, WA	January 1, 2017

**Grade B sites:**

<b>Lessee Site No.</b>	<b>Lessee (Lessor) Site Name</b>	<b>Site Address</b>	<b>Rent Adjustment Date</b>
------------------------	----------------------------------	---------------------	-----------------------------

**Exhibit 3**  
**To**  
**First Amendment to Master Lease Agreement**

**Form of SLA Extension Amendment**

Site Name:  
Site No.:  
Site Address:

**SLA Extension Amendment to Site Lease Acknowledgement (SLA)**

The Parties hereto hereby acknowledge that with respect to that certain SLA entered into by and between Lessee and Lessor, which was fully executed on \_\_\_\_\_, \_\_\_\_\_, and is referenced as set forth above, from and after the date set forth below (the "**SLA Extension Date**"), the new rent due and payable under the SLA shall be the then current rent set forth in the Exhibit B to the Master Lease and shall thereafter be subject to the annual escalations set forth therein.

**SLA Extension Date:** \_\_\_\_\_.

Commencing upon the SLA Extension Date, the new rent due and payable under the SLA shall be as set forth below:

**New SLA Rent:** \_\_\_\_\_. The New SLA Rent shall thereafter escalate on each anniversary of the Master Lease Commencement Date pursuant to the Annual Rent Increase set forth in the First Amendment to the Master Lease.

In addition, commencing upon the SLA Extension Date, the length of term provision of the SLA shall be as set forth below:

**SLA New Term:** Commencing upon the SLA Extension Date set forth above, the new initial term of the SLA shall be five (5) years ("SLA Initial Term") together with two (2) additional and successive five (5) year renewal terms which shall automatically renew unless Lessee provides City with written notice of Lessee's intention not to renew at least one hundred twenty (120) days prior to the expiration of the then current term.

The persons who have executed this SLA Extension Amendment represent and warrant that they are duly authorized to execute this document in their individual or representative capacity as indicated.

**LESSOR: City of Spokane, a municipal corporation**

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

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

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

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

**LESSEE: VERIZON WIRELESS (VAW) LLC, d/b/a Verizon Wireless, a Delaware limited liability company**

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

Printed Name: James A. Wales

Title: Executive Director - Network

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

STATE OF WASHINGTON:

:ss.

County of Spokane :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and TERRI L. PFISTER, to me known to be the \_\_\_\_\_ and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the 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 affixed my official seal the day and year first above written.

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

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director - Network of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

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

07/13/2015

<u>Date Rec'd</u>	6/24/2015
<u>Clerk's File #</u>	OPR 2015-0588
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7840	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4100 - WASHINGTON WARN		

Agenda Wording

Recognizing that emergencies require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the participating agencies have agreed to establish an Intrastate Network for Mutual Aid and Assistance

Summary (Background)

In the event of a major incident the City of Spokane can utilize available material, labor, and equipment at a rate set by each Network Member to insure all costs are recovered. This agreement does not bind the City of Spokane or any other Network Members to respond. This is an additional measure for emergency management.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 8/22/2015
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	DKegley	
<u>For the Mayor</u>	SANDERS, THERESA	ACline	
<u>Additional Approvals</u>			
<u>Purchasing</u>			





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(the "Network"). Through the Network, Members (as further defined in the Agreement) may coordinate response activities and share resources during emergencies.

Summary (Background)

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

**BRIEFING PAPER**  
**Public Works Committee**  
**Water Department**  
**June 8, 2015**

---

**Subject**

Washington Water/Wastewater Agency Response Network (WARN)  
<http://www.wawarn.org/>

**Background**

Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, and supplies from outside the area of impact, the participating agencies have agreed to establish an Intrastate Network for Mutual Aid and Assistance (the "Network"). Through the Network, Members (as further defined in the Agreement) may coordinate response activities and share resources during emergencies.

**Impact**

In the event of a major incident the City of Spokane can utilize available material, labor and equipment at a rate set by each Network Member to insure all costs are recovered. This agreement does not bind the City of Spokane or any other Network Members to respond. This is an additional measure for emergency management

**Action**

Recommend approval

**Funding**

There is no cost to be a member

---

# WAWARN: Utilities Helping Utilities

WAWARN is a Water/Wastewater Agency Response Network that allows water and wastewater systems to receive rapid mutual aid and assistance from other systems in an emergency. Utilities sign the WARN standard agreement which then allows them to share resources with any other system in Washington that has also signed the agreement.

Announcing WAWARN mutual aid website service (/documents/Announcing-WAWARN-Mutual-Aid-Website-Service.pdf)

EPA has developed a new video to increase water sector awareness of the Water/Wastewater Agency Response Network (WARN) initiative and attract new members to existing WARNs. Entitled "WARNs in Action", the video illustrates the types of events in which the mutual aid networks have been utilized and emphasizes the importance of water sector coordination during an emergency. Interviews with WARN representatives provide detail on particular benefits of WARN, explaining how the programs have reduced response time and saved utilities money during emergencies.

The video can be found on the WARN Home tab of the Office of Water's Mutual Aid and Assistance webpage (<http://www.epa.gov/mutualaid/>).

## How to Join WAWARN

If your utility hasn't filled out the membership application:

1. Click on Membership Application (/membership) to register your utility as a member and you will receive a confirming email.
2. After confirming your email, return to WAWARN, login and complete your full Utility Profile (/members/myprofile.php).
3. Have your Mutual Aid Agreement signed either online or via paper copy. Submit paper copy to WAWARN, %Water/Irrigation, 2301 Fruitvale Blvd. Yakima, WA 98902.
4. Download the materials and attend local training provided by WAWARN on activation procedures.

For more information, please contact your regional or statewide chair (contact info on Committees page (/committee.php))

Mutual Aid Agreement - PDF (/documents/warn-mutual-aid-agreement.pdf)

WAWARN Operational Plan (/documents/WA-WARN-Operational-Plan-Final.pdf)

WAWARN Brochure (/documents/wawarn-brochure.pdf)

## About WAWARN

Based on other AWWA models, WAWARN is designed to provide a utility-to-utility response during an

emergency.

The WAWARN Web site does this by providing its members with emergency planning, response, and recovery information before, during, and after an emergency. As the nationwide WARN system expands, it will become easier to provide mutual aid to other states as needed.

## **How does a utility get assistance during an emergency?**

The WAWARN member who needs help identifies the resources needed to respond. The WAWARN member can either directly contact a fellow WAWARN member who has the necessary resources or use a state specific process of requesting aid.

Through the WAWARN Web site, a member can request emergency equipment (pumps, generators, chlorinators, evacuators, etc.) and trained personnel (eg. treatment plant operators) that they may need in an emergency.

## **Are member utilities require to respond and send resources?**

There is no obligation to respond. It is up to the lending utility to determine if resources are available.

## **What role does the Agreement play?**

During an emergency, the process and procedures to give and receive assistance are governed by articles in the WAWARN agreement. The agreement covers issues such as requesting assistance, giving assistance, reimbursement, workers' compensation, insurance, liability, and dispute resolution.

## **How is WARN different from an existing statewide mutual aid program managed by emergency management?**

WAWARN agreements do not require a local declaration of emergency. Statewide programs do not include private utilities; WAWARN agreements do. Statewide agreements are managed by the state emergency management agency; WARN is managed by utilities.

The WAWARN program provides its member utilities with:

- A standard omnibus mutual assistance agreement and process for sharing emergency resources among members statewide.
- The resources to respond and recover more quickly from a disaster.
- A mutual assistance program consistent with other statewide mutual aid programs.
- A forum for developing and maintaining emergency contacts and relationships.

- New ideas from lessons learned in disasters.

## WAWARN Benefits

- **No cost to become a member**
- Increased emergency preparedness and coordination
- Enhance access to specialized resources
- A single agreement provides access to all member utilities statewide
- Provides access to resources during an emergency without precontractual limitations or retainer fees
- Signatories have a pre-established relationship under which they are able to share resources during an emergency at the discretion of each participating agency
- Is consistent with the National Incident Management System (NIMS)
- Provides a list of emergency contacts and phone numbers
- Reduces administrative conflicts
- Agreement contains indemnification and workers' compensation provisions to protect participating utilities, and provides for reimbursement of costs, as needed
- Increases hope that recovery will come quickly

There are two sides to this Web site. The public side is open to anyone to view. This side gives you basic information about WAWARN and how to join.

The second side, the resource database, is only open to members **who have signed the agreement**, and it is free!

## Agencies



(<http://www.yakimacounty.us/oem/>)



(<http://www.doh.wa.gov/CommunityandEnvironment/DrinkingWater.aspx>)

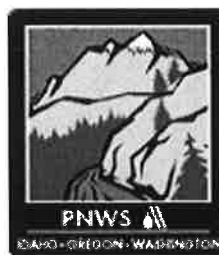


(<http://www.emd.wa.gov/disaster/WashingtonMilitaryDepartmentEmergencyManagementDivision-DisasterAssistance-PublicAssi.shtml>)

## Associations



(<http://www.erwow.org>)



(<http://www.pnws->

[www.pnws-awwa.org.php53-23.ord1-1.websitetestlink.com/](http://www.pnws-awwa.org.php53-23.ord1-1.websitetestlink.com/))



(<http://www.nwwarn.org/>)



(<http://www.waswd.org/>)

(<http://apwa-wa.org/>)



© 2015 Washington State Water/Wastewater Agency Response Network | For more information, please contact your regional or statewide chair (contact info on committees page (/committee.php))

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

07/13/2015

<u>Date Rec'd</u>	6/17/2015
<u>Clerk's File #</u>	OPR 1998-0385
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVE STEELE 625-6064	<u>Project #</u>	
<u>Contact E-Mail</u>	DSTEELE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5900 - SRTC LEASE EXTENSION AND MODIFICATION AGREEMENT		

Agenda Wording

Spokane Regional Transportation Council (SRTC) lease extension and modification at the City of Spokane Intermodal Facility.

Summary (Background)

SRTC has been a long term partner and tenant in the Intermodal Facility and currently holds a 20-year lease for a large portion of the 3rd Floor of the facility. This "West Side" lease expires in May of 2028. Additionally, SRTC currently leases square footage on the 3rd Floor under a second lease. This "East Side" lease provides the conference room and additional offices for SRTC and has been month to month since 2013. This agreement ends the ongoing month to month status of the "East Side"

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 15,450.00	#	1570 23100 99999 36291 99999
Revenue	\$ 22,062.60	#	1570 23100 99999 36291 99999
Revenue	\$ 9,455.40	#	1570 23100 99999 36291 99999
Revenue	\$ 43,752.00	#	1570 23100 99999 36291 99999
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PCED 6/15/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	dsteele@spokanecity.org	
<u>Additional Approvals</u>		jahensley@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		jsalstrom@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

lease and establishes a short-term lease until March of 2016 and resets the West Side lease revenue amount. The West Side lease payment shall be established at \$3,090.00 backdated to January of 2015 and shall increase to \$3,151.80 as of June 1, 2015. The term for the East Side space shall be backdated to January 1, 2015 and revenue shall be \$3,646.00 through March 31, 2016.

Fiscal Impact

Revenue   \$ 10,938.00

Select       \$

Budget Account

# 1570 23100 99999 36291 99999

#

Distribution List




# LEASE EXTENSION AND MODIFICATION AGREEMENT

## #1

THIS AGREEMENT made this 8<sup>th</sup> day of April, 2015, between CITY OF SPOKANE, a Washington State Municipal Corporation as "Lessor", and SPOKANE REGIONAL TRANSPORTATION COUNCIL, as "Lessee".

### WITNESSETH:

WHEREAS, by that certain lease for the 3<sup>rd</sup> floor Suite E with 4,500 useable square feet dated the 28<sup>th</sup> day of July, 2008 and with Lease Amendment dated the 8<sup>th</sup> day of August, 2008 extending the lease until the 20<sup>th</sup> of May, 2028, (*Identified as West Side lease*) and the lease for the 3<sup>rd</sup> floor for Suite F with 3,353 useable square feet dated the 28<sup>th</sup> day May, 2008 and the Contract Amendment undated with a lease termination date of July 31, 2013. Such lease has been on a month-to-month status since that expiration date (*Identified as East side lease*). Both Leases shall herein be referred to as the said Lease for the purposes of this Lease Extension and Modification Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

FIRST: Lessor and Lessee agree to modify the Premises identified above as per the attached Exhibit A to *increase the Premises to include 8,146 useable square feet as identified on the attached final lease floor plan which is marked as Exhibit A*. This modification to the Premises shall be effective beginning January 1, 2015 and shall terminate effective 3/31/2016. *Thereafter the West Side Lease shall remain in effect pursuant to its terms. The floor plan for the East side lease as it will remain is hereby attached as Exhibit B.*

SECOND: Lessor and Lessee agree that rental rate for the extended and modified Lease term for Suites E & F shall be as follows:

- *Beginning January 1, 2015 the rent for the Suite E (West side lease) and as noted on the attached Exhibit B shall be \$3,090.00 per month thru May 31, 2015, and then shall be \$3,151.80/month beginning June 1, 2015 thru March 31, 2016.*
- *Beginning January 1, 2015 the rent for modified Suite F (East side Lease) and as noted on Exhibit C shall be \$3,646.00 per month thru March 31, 2016.*

THIRD: Lessor and Lessee agree to allow the existing TMC tenant to remain as currently located within the Premises until the termination of the West Side Lease as noted in the *Whereas* section above.

FOURTH: Lessor and Lessee agree the Lessee that Lessee shall continue to pay their original square footage pro-rata % of 17.26% of the increase or decrease in the common area expenses of each calendar operating year over the prior year. In the event of a decrease in operating expenses Lessee shall receive a pro-rated credit, and in the event of an increase in expenses, Lessee will pay their pro-rated share within 30 days of such billing. Lessor shall supply the summary sheet that has been used in past years as evidence of such billing.

FIFTH: Lessor and Lessee agree to maintain the current level of parking of twelve stalls for Lessee in locations as agreed upon for the term until 3/31/2016.

SIXTH: Lessor agrees to continue to supply utility service and janitorial service as currently exists in the Premises until 3/31/2016.

SEVENTH: *Exhibit C as attached notes the physical alterations that will occur at the end of the Lease Expiration date of March 31, 2016 to reduce the Premises as noted on Exhibit A back to the 4,500 Premises as noted on Exhibit B.*

- *Exhibit A = Leased Premises under Lease Extension & Modification Agreement #1*
- *Exhibit B = Suite E (West Side Lease) Premises to remain effective pursuant to its terms*
- *Exhibit C = Details of Suite F (East side lease) termination as of March 31, 2016*

EIGHTH: Alison Bantz of Kiemle & Hagood Company represented the Lessor, City of Spokane in the transaction and the Spokane Regional Transportation Council was unrepresented by any agent.

NINTH: This Lease Extension and Modification Agreement #1 must be validated by a vote of the Spokane City Council to be in full force and effect.

TENTH: That except as herein modified all the terms and conditions of said Leases and Modifications as noted in the first paragraph shall be the same and remain in full force and effect.

ELEVENTH: Each and all of the covenants, terms, agreements and obligations of this Lease Extension Agreement and Modification Agreement #1 shall extend to and bind and inure to the benefit of the heirs, personal representatives and successors and/or assigns of Lessor and to the successors and/or assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.


LESSOR:

City of Spokane, a  
Washington State Municipal Corporation

LESSEE:

Spokane Regional Transportation Council

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Kevin Wallace

ITS: Division Director

ITS: Executive Director

ATTESTED TO:

BY: \_\_\_\_\_  
Teri Pfister  
City of Spokane City Clerk

BY \_\_\_\_\_  
Legal

STATE OF WASHINGTON )

) SS.

COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me and said person acknowledged that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as a Division Director of the City of Spokane to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, \_\_\_\_\_

(Seal or stamp)

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

NOTARY PUBLIC in and for the State  
Of Washington, residing at

My appointment expires: \_\_\_\_\_

## LESSEE'S ACKNOWLEDGEMENT

STATE OF WASHINGTON )

) SS.

COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that Kevin Wallace is the person who appeared before me and said person acknowledged that she signed this instrument on oath stated that he was authorized to execute the instrument as Executive Director of the Spokane Regional Transportation Council and on behalf of Spokane Regional Transportation Council, a Washington non-profit Corporation and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 8, 2015, \_\_\_\_\_

(Seal or stamp)

Printed Name: Alex A. Bawitz

NOTARY PUBLIC in and for the State  
Of Washington, residing at

My appointment expires: 10/1/2017





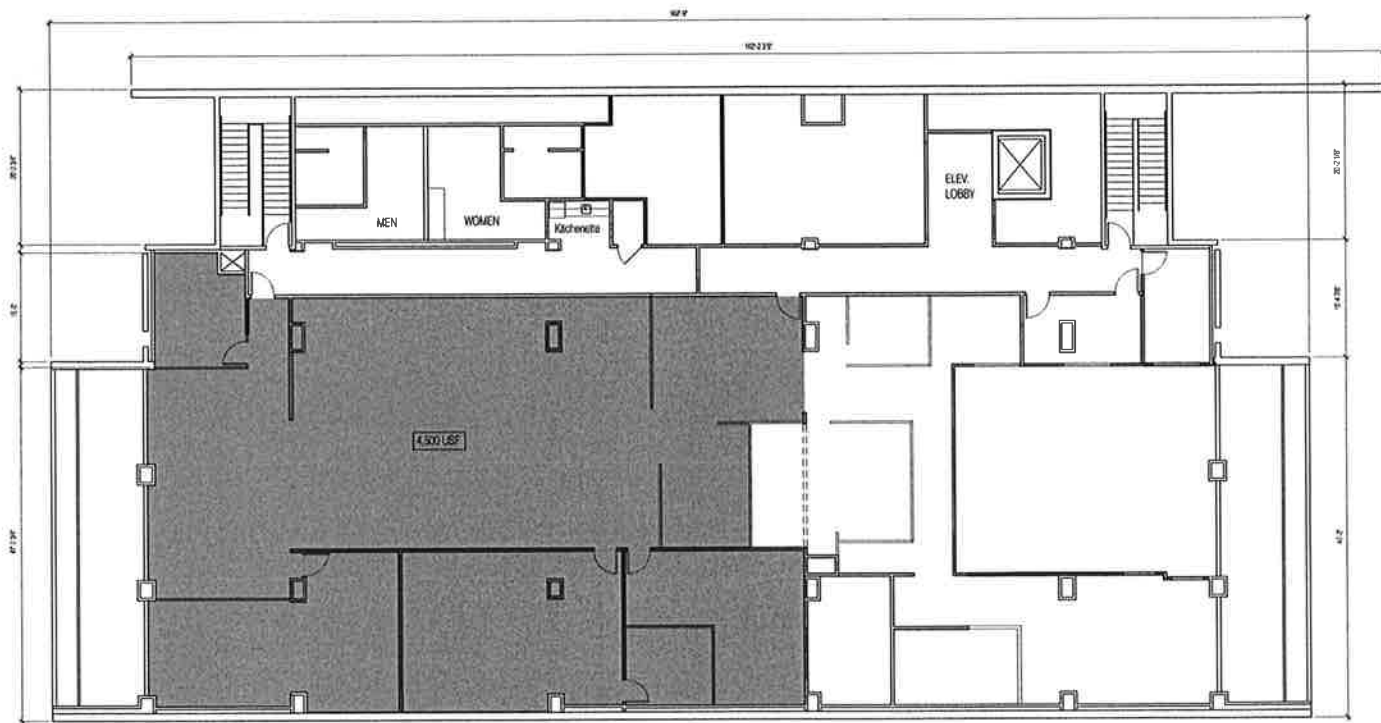
**INTERMODEL - 3RD FLOOR - FULL FLOOR OCCUPANCY**

SCALE 1/8" = 1'-0"

2

**108.97**

# Exhibit A



INTERMODEL - 3RD FLOOR  
SCALE: 1/8" = 1'-0"

2.06.2015

Exhibit B

EXHIBIT C  
DETAILS OF SUITE F (EAST SIDE LEASE) TERMINATION ON March 31, 2016

Unless a new Lease modification/extension agreement is agreed upon between the Lessor and Lessee for modified Premises Suite F (East Side lease) prior to March 31, 2016, the East side Lease shall terminate on March 31, 2016.

Lessee shall, at Lessee's expense, vacate the Premises by March 31, 2016.

Lessor shall, at Lessor's expense create a new demising wall between Suites E & F within ten (10) business days from March 31, 2016. Lessor shall make every reasonable effort to minimize the construction noise. Such demising wall shall be drywalled, primed and painted to match Lessee's existing remaining Suite E (West Side Lease) Premises.

Lessee, at Lessee's expense, shall be responsible for moving all phone systems and terminate telecommunication services out of the vacated Premises by the Lease Termination date.

Lessee may remove all Lessee installed video and video display equipment from the conference room in Suite F.

## **BRIEFING PAPER**

Asset Management Group

Monday, June 15, 2015

---

### **Subject:**

SRTC lease extension and modification at the City of Spokane Intermodal Facility

### **Background:**

SRTC has been a long term partner and tenant in the Intermodal Facility and currently hold a 20 year lease for a large portion of the 3rd Floor of the facility. This “West Side” lease expires in May of 2028.

SRTC currently leases additional square footage on the 3rd Floor under a second lease. This “East Side” lease provides the conference room and additional offices for SRTC and has been month to month since 2013.

This agreement ends the ongoing month to month status of the “East Side” lease and establishes a short term lease until March of 2016. At that time the lease is terminated and the City will regain control of the space.

### **Impacts:**

SRTC has been a long term tenant in the Intermodal Facility; this relationship has been beneficial to both parties and has provided long term stability to the facility. With the introduction of the Spokane Police Department to the facility, the relocation of Greyhound Lines to the Second Floor, the introduction of the Parking Services Team to the site, and the continued presence of SRTC, it is anticipated that the general appearance, activity level, and operation of the facility will continue to improve.

### **Action:**

Approval of lease agreement





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/17/2015
<b>Clerk's File #</b>	OPR 1994-0890
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - GREYHOUND LINES LEASE EXTENSION AND MODIFICATION AGREEMENT		

**Agenda Wording**

Greyhound Lines lease extension and modification at the City of Spokane Intermodal Facility.

**Summary (Background)**

As a partner in the renovation and remodel of the transit terminal known as the Intermodal Facility, Greyhound Lines has been a long term tenant of the facility. As part of our continuing effort to make the facility safer, more functional, and more efficient, Greyhound Lines has agreed to relocate to a new space in the facility. As part of the relocation, the City has agreed to extend the terms of the lease to April 30, 2025 at a monthly rent of \$2,658 and associated common area charges.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Revenue	\$ 28,266.60	#	1570 23100 99999 36291 99999
Revenue	\$ 3,629.40	#	0100 99999 99999 24502 99999
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LUKAS, ED	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCED 6/15/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b>Additional Approvals</b>		mhughes@spokanecity.org	
<b>Purchasing</b>		jahensley@spokanecity.org	
		jsalstrom@spokanecity.org	

## LEASE EXTENSION AND MODIFICATION AMENDMENT #2

THIS AGREEMENT made this 20<sup>th</sup> day of April, 2015, between CITY OF SPOKANE, a Washington State Municipal Corporation as "Lessor", and GREYHOUND LINES, Inc., as "Lessee".

WITNESSETH:

WHEREAS, by that certain lease for Suite B with 5,074 useable square feet (including the Northwest Stage Lines, Inc. Premises dated the 12<sup>th</sup> day of December, 1994 and with Lease Amendment #1 dated the 18<sup>th</sup> day of March, 1998 with the lease termination date of December 12, 2014. Such lease has been on a month-to-month status since that expiration date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

FIRST: PREMISES MODIFICATION: Lessor and Lessee agree to modify the Premises identified above as per the attached Exhibit A to *reduce the Premises to 3,752 useable square feet* on both the 1<sup>st</sup> and 2<sup>nd</sup> floor. This modification *to the Premises* shall be effective beginning May 1, 2015 and shall terminate effective 4/30/2025.

SECOND: Lessor and Lessee agree that rental rate for the extended and modified Lease term for Suites B shall be as follows:

- Beginning May 1, 2015, the monthly rent shall be Two Thousand Six Hundred and Fifty-Eight Dollars and zero cents (\$2,658.00) per month with annual CPI increases as per Paragraph (4) (A) of the original lease to occur each year on May 1 beginning in 2016.

THIRD: OPTION TO RENEW: Lessor and Lessee agree that Lessee shall have One (1) Five (5) year Option to renew. Lessee must give Lessor or Lessor's agent written notice of such intent to exercise such option by February 1, 2025. In the event such written notice is not received by Lessor or Lessor's agent by that date, such Option to Renew shall become null and void.

The rental rate for the Option to Renew shall retain the annual increases as noted in the Second Paragraph above.

FOURTH: Lessor and Lessee agree that the Premises CAM pro-rata % shall be reduced to 14.4%, which beginning on May 1, 2015 shall be \$4,500/month. Tenant shall continue to pay their 14.4% share (adjusted on a pro-rata basis in 2015) of the increase or decrease in the common area expenses of each calendar operating year over the prior year. In the event of a decrease in operating

expenses Lessee shall receive a pro-rated credit, and in the event of an increase in expenses, Lessee will pay their pro-rated share within 30 days of such billing. Lessor shall supply the summary sheet that has been used in past years as evidence of such billing.

FIFTH: Lessor and Lessee agree to maintain the current level of 4 employee parking stalls, but Lessor retains the right to designate the parking locations.

SIXTH: Lessor agrees to continue to supply utility service and janitorial service as currently exists in the Premises.

SEVENTH: Lessor and Lessee agree that Lessee shall incorporate the use of Northwest Stage Lines, Inc. (Trailways) into their modified Premises under a Sublease, and that Northwest Stage Lines, Inc. shall no longer have a separate lease agreement with Lessor. However, Northwest Stage Lines, Inc (Trailways) must comply with the terms and conditions of the Greyhounds Lease original lease, Lease Modification #1 and Extension and Modification Amendment #2 as to terms and conditions of use of the Premises. Lessor retains the rights to approve load/unload areas for Northwest Stage Lines, Inc. and Sublessee must follow all building rules and regulations.

EIGHTH: Lessee agrees the under original Lease Paragraph #11, Lessor only be required to supply update vending machines for food service. Such vending machines will be available 24 hours per day to customers of Greyhound Lines, Inc and Northwest Stage Lines, Inc.

NINTH: ACKNOWLEDGEMENT OF NATIONAL RAILROAD PASSENGER CORPORATIONS (NRRC) UNDERLYING GROUND LEASE CLAUSE: There is a ground lease between the National Railroad Passenger Corporation and the City of Spokane that gives the NRRC the right to give one year notice to take additional space within the Intermodal Facility. While with the limited service that the NRRC provides to Spokane, it would be unlikely to be exercised, Lessee acknowledges the existence of this clause. Lessor agrees to indemnify Lessee against any relocation expense within the Premises created by any request for additional space by NRRC.

TENTH: Alison Bantz of Kiemle & Hagood Company represented the Lessor, City of Spokane in the transaction and the Greyhound Lines, Inc was unrepresented by any agent and Lessee acknowledges receipt of the pamphlet "The Law of Real Estate Agency".

ELEVENTH: This Lease Extension and Modification Amendment #2 must be validated by a vote of the Spokane City Council to be in full force and effect.

TWELTH: That except as herein modified all the terms and conditions of said Leases and Modifications as noted in the first paragraph shall be the same and remain in full force and effect.

THIRTEENTH: Each and all of the covenants, terms, agreements and obligations of this Lease

Extension Agreement and Modification Amendment #2 shall extend to and bind and inure to the benefit of the heirs, personal representatives and successors and/or assigns of Lessor and to the successors and/or assigns of the Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LESSOR:  
City of Spokane, a  
Washington State Municipal Corporation

LESSEE:  
Greyhound Lines, Inc.

BY: \_\_\_\_\_

BY: W. Lee J. Se

ITS: Division Director

ITS: CFO

ATTESTED TO:

BY: \_\_\_\_\_

Teri Pfister  
City of Spokane City Clerk

BY: \_\_\_\_\_

Legal

LESSOR'S ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, is the person who appeared before me and said person acknowledged that he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as a Division Director of the City of Spokane to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, \_\_\_\_\_.

(Seal or stamp)

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

NOTARY PUBLIC in and for the State  
Of Washington, residing at  
\_\_\_\_\_

My appointment expires: \_\_\_\_\_

LESSEE'S ACKNOWLEDGEMENT

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

I certify that I know or have satisfactory evidence that WILLIAM GIESEKER is the person who appeared before me and said person acknowledged that she signed this instrument on oath stated that he was authorized to execute the instrument as CFO and on behalf of Greyhound Lines, Inc., a DELAWARE Corporation and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: MAY 15, 2015.

(Seal or stamp)

Michael Bruce Erickson

Printed Name: MICHAEL B ERICKSON



NOTARY PUBLIC in and for the State  
Of TEXAS, residing at

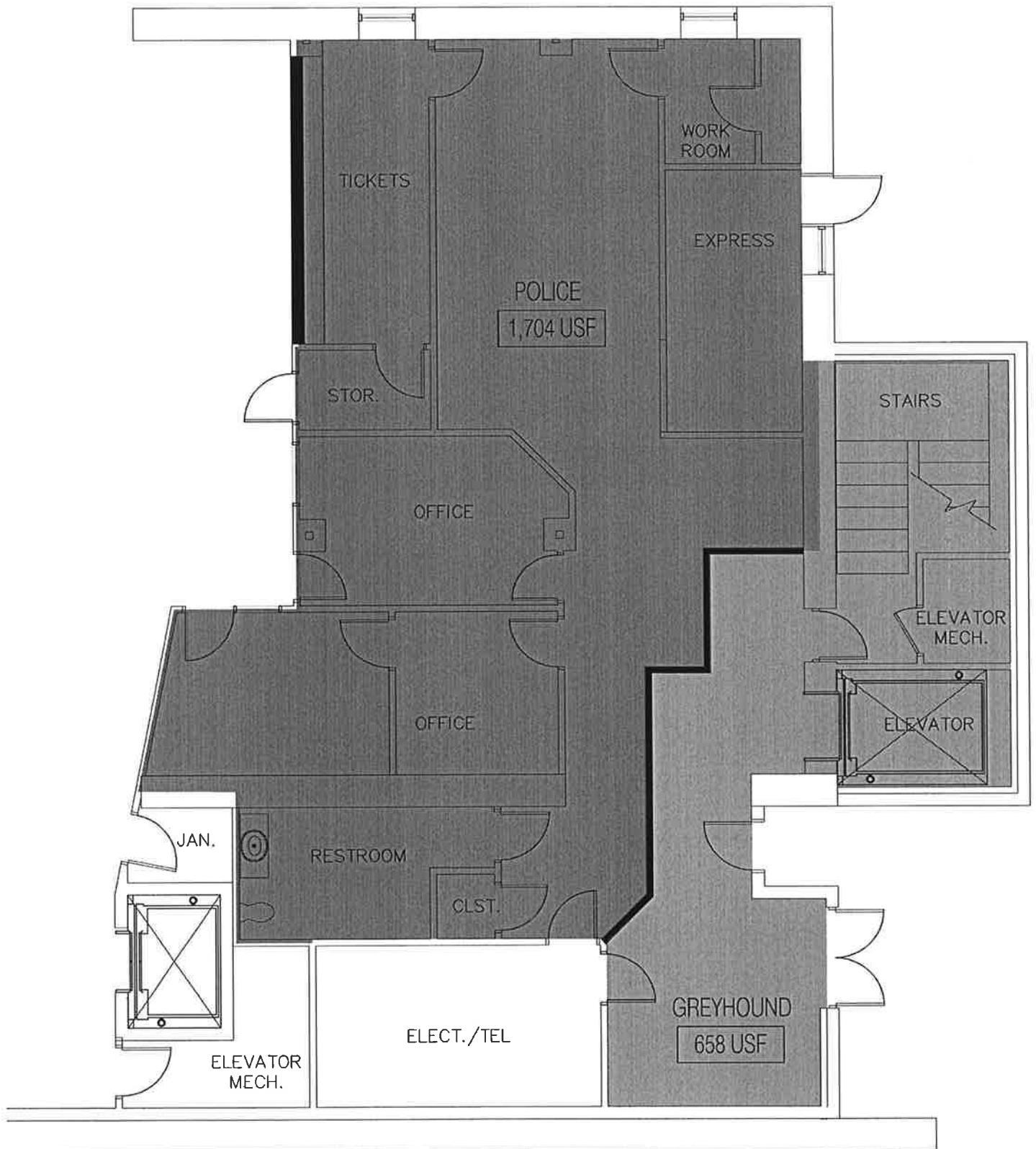
2535 WEDGELEA DR, DALLAS, TX

My appointment expires: APRIL 24, 2017

EXHIBIT B  
LESSEE TENANT IMPROVEMENTS

Lessee is responsible for payment of all tenant improvements to the Greyhound revised Premises on the 2<sup>nd</sup> floor, and for all phone and technology costs and moving costs related to the move. Such payments shall be made payable to the City of Spokane within thirty days of such tenant improvement billings.

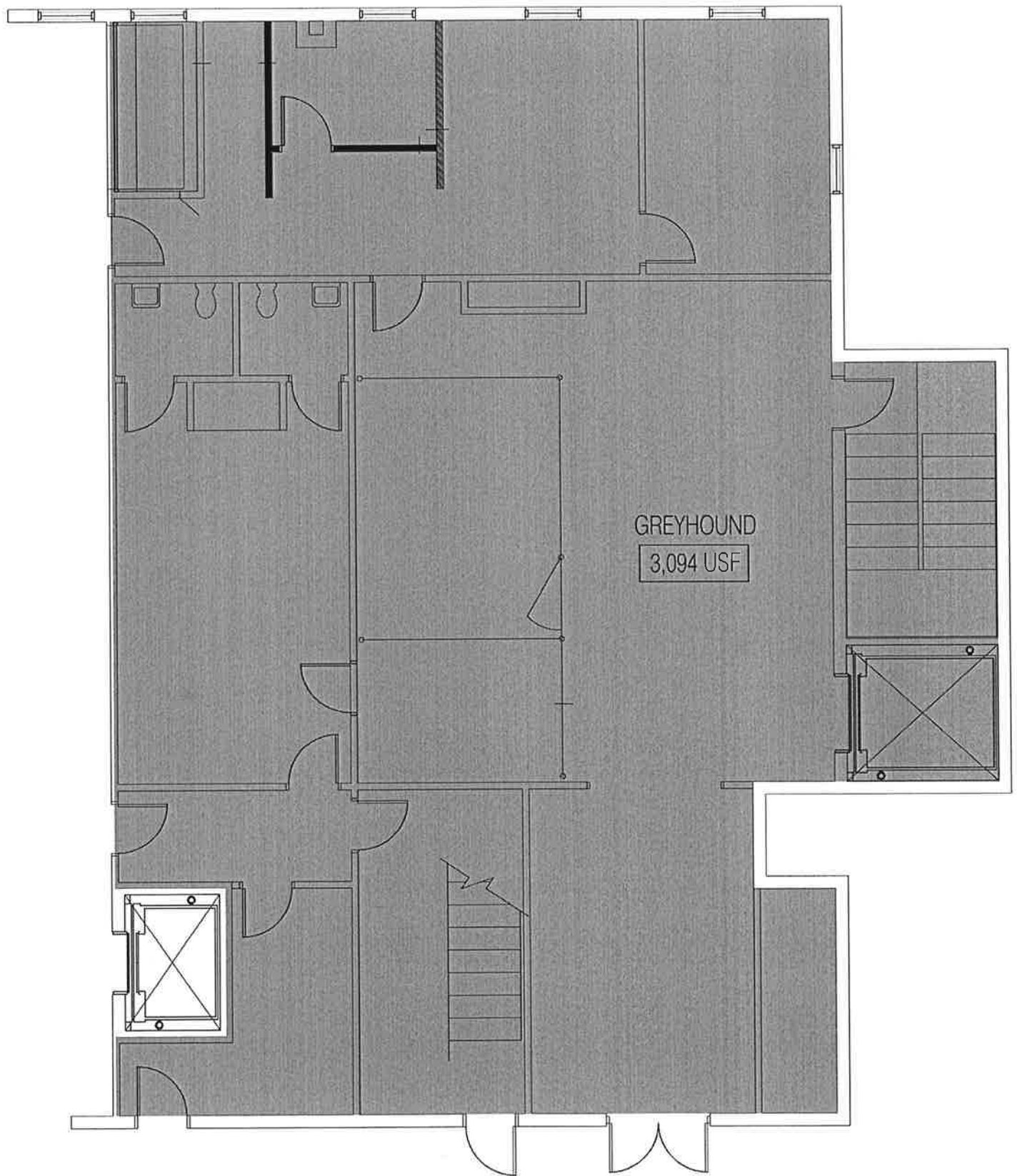
Such tenant improvement billing is currently estimated to at \$75,978.04 and may be modified if Greyhound has further changes.



## INTERMODAL – 1ST FLOOR

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

01.26.2015



# INTERMODAL — 2ND FLOOR

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

01.26.2015



**BRIEFING PAPER**  
Asset Management Group  
Tuesday, June 16, 2015

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**Subject:**

Greyhound lease extension and modification at the City of Spokane Intermodal Facility

**Background:**

As a partner in the renovation and remodel of the transit terminal known as the Intermodal Facility, Greyhound Lines has been a long term tenant of the facility. As part of our continuing effort to make the facility safer, more functional, and more efficient, we have worked with Greyhound Lines to relocate them to a new space in the facility. As part of the relocation, the City has agreed to extend the terms of the lease to April 30, 2025.

The relocation of Greyhound Lines provides additional opportunities in the facility. The 1st floor space that Greyhound Lines is leaving has been repurposed to function as a Spokane Police Department Precinct. This additional use in the Intermodal Facility will greatly increase the level of positive users in the building at any given time. The long term impacts of a co-located police precinct will likely manifest in a decrease in the ongoing cost of providing security and janitorial services at the site.

The new Greyhound Lines space also moves their main ticketing office to the 2nd floor providing more direct access from the ticket booth to the bus staging area for the customers and will better utilize the 2nd floor of the Intermodal Facility.

Continuing to make changes to the layout and function of the Facility will provide additional long term benefits as changes are made.

**Impacts:**

The indirect impacts of the relocation of the Greyhound Lines location have been outlined above. Direct impacts of the relocation and reduction of Greyhound's overall footprint will be a decrease in lease revenue from roughly \$3,250.00 per month to roughly \$2,650.00 per month. This will result in a loss of direct revenue of approximately \$600 per month. As described above, over the long term, this cost should be offset by decreases in indirect costs.

**Action:**

Approval of lease agreement



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b><u>Date Rec'd</u></b>	6/23/2015
<b><u>Clerk's File #</u></b>	CPR 1991-0134
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	KATIE ROSS 625.6716
<b><u>Contact E-Mail</u></b>	KROSS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 REAPPOINTMENT OF LEWIS BARBE TO THE FIRE CODE APPEALS & ADVISORY BOARD

**Agenda Wording**

Reappointment of Lewis Barbe to the Fire Code Appeals & Advisory Board for a term of December 31, 2014 to December 31, 2017.

**Summary (Background)**

Reappointment of Lewis Barbe to the Fire Code Appeals & Advisory Board for a term of December 31, 2014 to December 31, 2017.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
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Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	mmiller@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	CPR 1991-0068
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	KATIE ROSS 625.6716
<b>Contact E-Mail</b>	KROSS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT OF ANDREA FALLENSTEIN TO THE HUMAN RIGHTS COMMISSION

**Agenda Wording**

Appointment of Andrea Fallenstein to the Spokane Human Rights Commission for a term of July 13, 2015 to July 13, 2018.

**Summary (Background)**

Appointment of Andrea Fallenstein to the Spokane Human Rights Commission for a term of July 13, 2015 to July 13, 2018.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
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Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	bstum@spokanecity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b><u>Date Rec'd</u></b>	6/23/2015
<b><u>Clerk's File #</u></b>	RES 2015-0063
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	
<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	BEN STUCKART 625-6269
<b><u>Contact E-Mail</u></b>	AMCDANIEL@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	0320 RESOLUTION APPOINTING PRO/CON COMMITTEES FOR AUG 2015 BALLOT MEASURES

**Agenda Wording**

A resolution regarding the appointment of committees to prepare statements advocating voters' approval or rejection of Propositions No. 1 and No. 2 on the August 4, 2015 Primary Election and approving rules for preparation of statements.

**Summary (Background)**

This resolution appoints the committees that will prepare statements advocating approval or rejection of Propositions No. 1 and No. 2 on the August 4, 2015 Primary Election.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
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Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	DAVIS, LEONARD	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	WHALEY, HUNT	Mike Piccolo	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	Brian McClatchey	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

Resolution No. 2015-0063

A resolution regarding the appointment of committees to prepare statements advocating voters' approval or rejection of Propositions No. 1 and No. 2 on the August 4, 2015 Primary Election and approving rules for preparation of statements.

WHEREAS, the City Council enacted SMC 1.07.010 regarding the appointment of committees to prepare arguments advocating both voters' approval and rejection of ballot measures; and

WHEREAS, on April 27, 2015, the City Council approved Resolution No. 2014-0121, regarding the establishment of the Mayor's salary by the Salary Review Commission, and Resolution No. 2015- 0046, relating to the Spokane Municipal Court and Municipal Court Judges, respectively listed as Propositions No. 1 and No. 2 on the August 4, 2015 ballot; and

WHEREAS, the resolutions call for the Spokane County Auditor to place the propositions on the August 4, 2015 Primary Election ballot; and

WHEREAS, pursuant to SMC 1.07.010, it is appropriate for the City Council to appoint committees to prepare statements advocating voters' approval or rejection of the propositions.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that the City Council appoints separate committees to prepare arguments advocating voters' approval or rejection of Propositions No. 1 and No. 2, consistent with SMC 1.07.010, to be voted on the August 4, 2015 Primary Election.

BE IT FURTHER RESOLVED that the City Council appoints the following individual to the following committees:

Proposition No. 1:

This proposition will amend Section 7 of the Spokane City Charter providing that the Mayor's salary shall be established by the City's Salary Review Commission consistent with the rules and procedures set forth in the Spokane Municipal Code and state law, all as set forth in Ordinance No. C-35202.

Committee preparing statement advocating approval:

- 1.
- 2.
- 3.

Committee preparing statement advocating rejection:

- 1.
- 2.
- 3.

Proposition No. 2:

This proposition will amend Sections 5, 6, 7 and 8 of the Spokane City Charter providing for the inclusion of the municipal court judges as elective officials of the City and the qualifications, salary and vacancy provisions for the municipal court judge, all as set forth in Ordinance No. C-35254.

Committee preparing statement advocating approval:

- 1.
- 2.
- 3.

Committee preparing statement advocating rejection:

- 1.
- 2.
- 3.

BE IT FURTHER RESOLVED that the City Council adopts the attached Rules for Ballot Measure Statement Committee Members as a guideline for preparation of statements advocating voters' approval or rejection of Proposition Nos. 1 and No. 2.

ADOPTED by the City Council \_\_\_\_\_, 2015.

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/29/2015
<b>Clerk's File #</b>	RES 2015-0064
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & DEVELOPMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JO ANNE 625-6017	<b>Project #</b>	
<b>Contact E-Mail</b>	J.WRIGHT@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RESOLUTION - NORTH HILL NEIGHBORHOOD ACTION PLAN		

**Agenda Wording**

A Resolution recognizing the North Hill Neighborhood Action Plan as a declaration of the neighborhood's desired future condition, providing direction for neighborhood-based improvement activities, as well as priorities involving future projects.

**Summary (Background)**

The North Hill Neighborhood Action Plan is the neighborhood's vision for future local improvement activities in the neighborhood and is recognized as a written record of the North Hill neighborhood's ongoing desire and efforts to continue to build a vibrant, healthy, active, safe, and connected neighborhood for all North Hill residents.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	WRIGHT, JO ANNE	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	mhughes@spokanecity.org	
<b>Additional Approvals</b>		kbustos@spokanecity.org	
<b>Purchasing</b>		jwright@spokanecity.org	
		lmeuler@spokanecity.org	
		htrautman@spokanecity.org	

## **RESOLUTION NO. 2015-0064**

**A RESOLUTION** recognizing the attached *North Hill Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood based-improvement activities, as well as neighborhood priorities involving future projects.

**WHEREAS**, Spokane's City Council allocated \$550,000 in funding towards Neighborhood Planning in 2007; and

**WHEREAS**, these funds were divided twenty-six (26) ways with each neighborhood receiving approximately \$21,150, with the exception of the Riverside Neighborhood Council, which opted out of the process; and

**WHEREAS**, the North Hill neighborhood entered into its planning process in 2014 to address neighborhood issues; and

**WHEREAS**, the North Hill neighborhood established a Planning Team to organize and lead the planning process; and

**WHEREAS**, the vision of the *North Hill Neighborhood Action Plan* is "North Hill strives to be a thriving, safe, and connected neighborhood, offering its residents a high quality of life and its businesses a prosperous future. Our neighborhood is welcoming, livable, and affordable, and our homes, schools, parks, and businesses are connected by walkable and bikeable streets, with easy access to public transit, the southern bluff, and adjoining neighborhoods. Our neighborhood is economically strong, founded on the vibrant and historic Garland Business District and our many commercial areas and businesses that serve residents and visitors from throughout the city. From Cora/Courtland to Francis, Ash to Division, residents are proud to call North Hill home and are committed to its bright future;" and

**WHEREAS**, the *North Hill Neighborhood Action Plan* contains a significant body of work detailing the neighborhood's existing conditions, opportunities, and an outline for possible actions designed to develop a vibrant, healthy, active, and better connected neighborhood; and

**WHEREAS**, the *North Hill Neighborhood Action Plan* creates a visionary document to help guide the neighborhood into the future; and



**WHEREAS**, the North Hill Planning Team conducted an early and continuous public participation process designed to encourage all stakeholders within the neighborhood to engage in the planning process; and

**WHEREAS**, the North Hill Planning Team held committee meetings; mailed and electronically posted notices of upcoming open houses and workshops to residents, land owners, and business owners; held three (3) public stakeholder open house workshops; presented plan overviews at neighborhood council meetings; and

**WHEREAS**, the *North Hill Neighborhood Action Plan* does not direct nor commit City resources for action or project implementation, but does document the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects; and

**WHEREAS**, on June 24, 2015, the Plan Commission voted unanimously, 8-0, to recommend to the Spokane City Council that the *North Hill Neighborhood Action Plan* be adopted by Resolution; and

**WHEREAS**, as prescribed in SMC 04.12.010, this Resolution does not represent a recommendation of the Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the *North Hill Neighborhood Action Plan* is recognized as a guide for future neighborhood-based improvement activities and is recognized as a written record of the neighborhood's ongoing desire and efforts to continue building a vibrant, healthy, active, safe and connected neighborhood for all North Hill residents.

**ADOPTED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

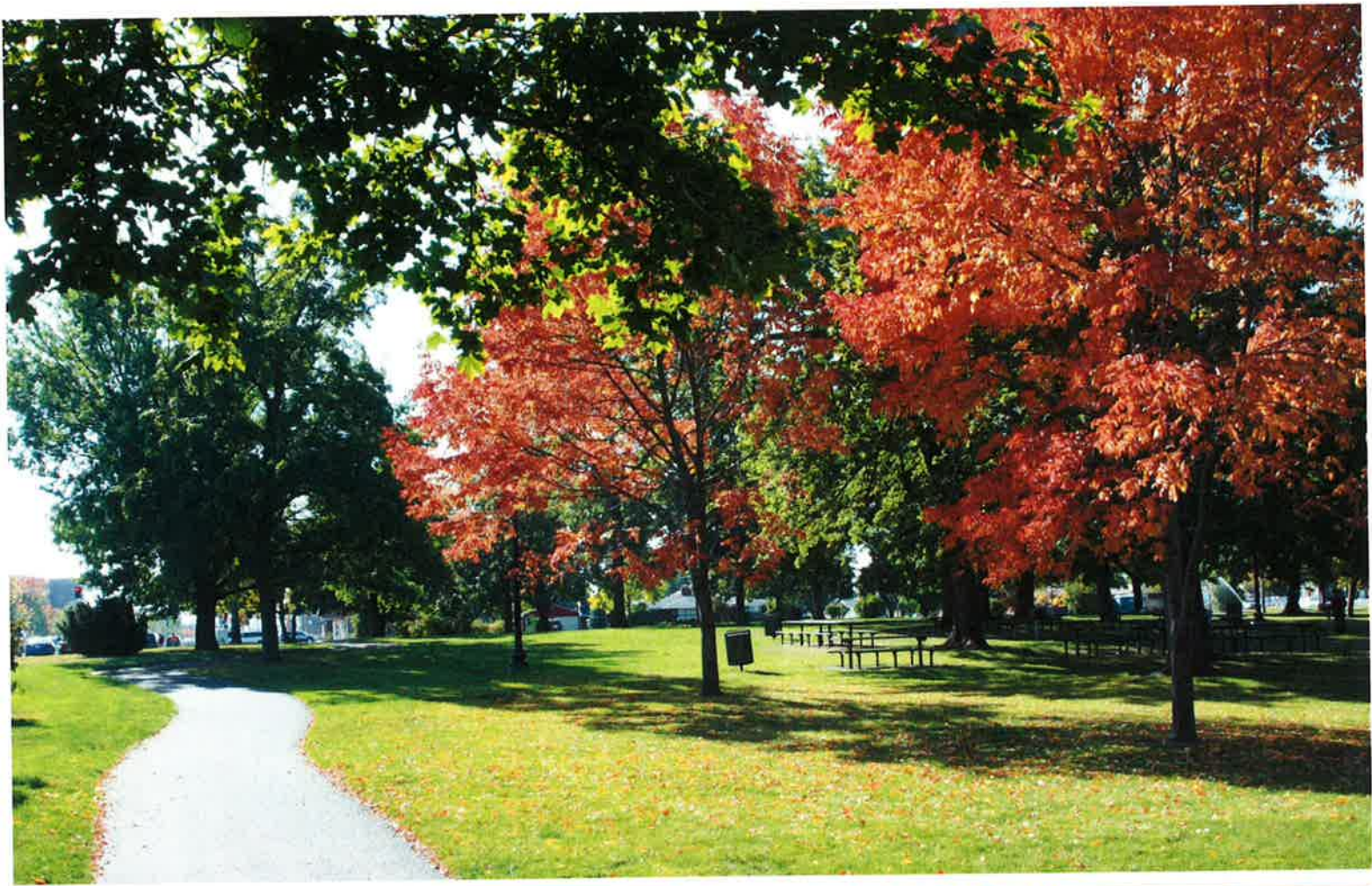
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City Clerk

Approved as to form:

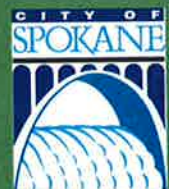
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Assistant City Attorney



# North Hill neighborhood action plan

June 2015





## ACKNOWLEDGEMENTS

The North Hill Neighborhood Plan was developed through the collective efforts of the City of Spokane, the neighborhood, and their representatives. A special thanks to everyone in the neighborhood who contributed their time and effort to the development of this plan.

### **Mayor**

David Condon

### **Spokane City Council**

Ben Stuckart,  
Council President

Mike Allen

Mike Fagan

Candace Mumm

Jon Snyder

Karen Stratton

Amber Waldref

### **Spokane Plan Commission**

Dennis Dellwo, President

Evan Verduin, Vice-President

Mark Aden

Asher Ernst

John Dietzman

F. J. Dullanty, Jr.

Diane Hegedus

Gail Prosser

Tom Reese

### **North Hill Neighborhood Planning Team**

### **Garland Business District**

### **North Hill Neighborhood Council**

### **City of Spokane Planning and Development Services**

## TABLE OF CONTENTS

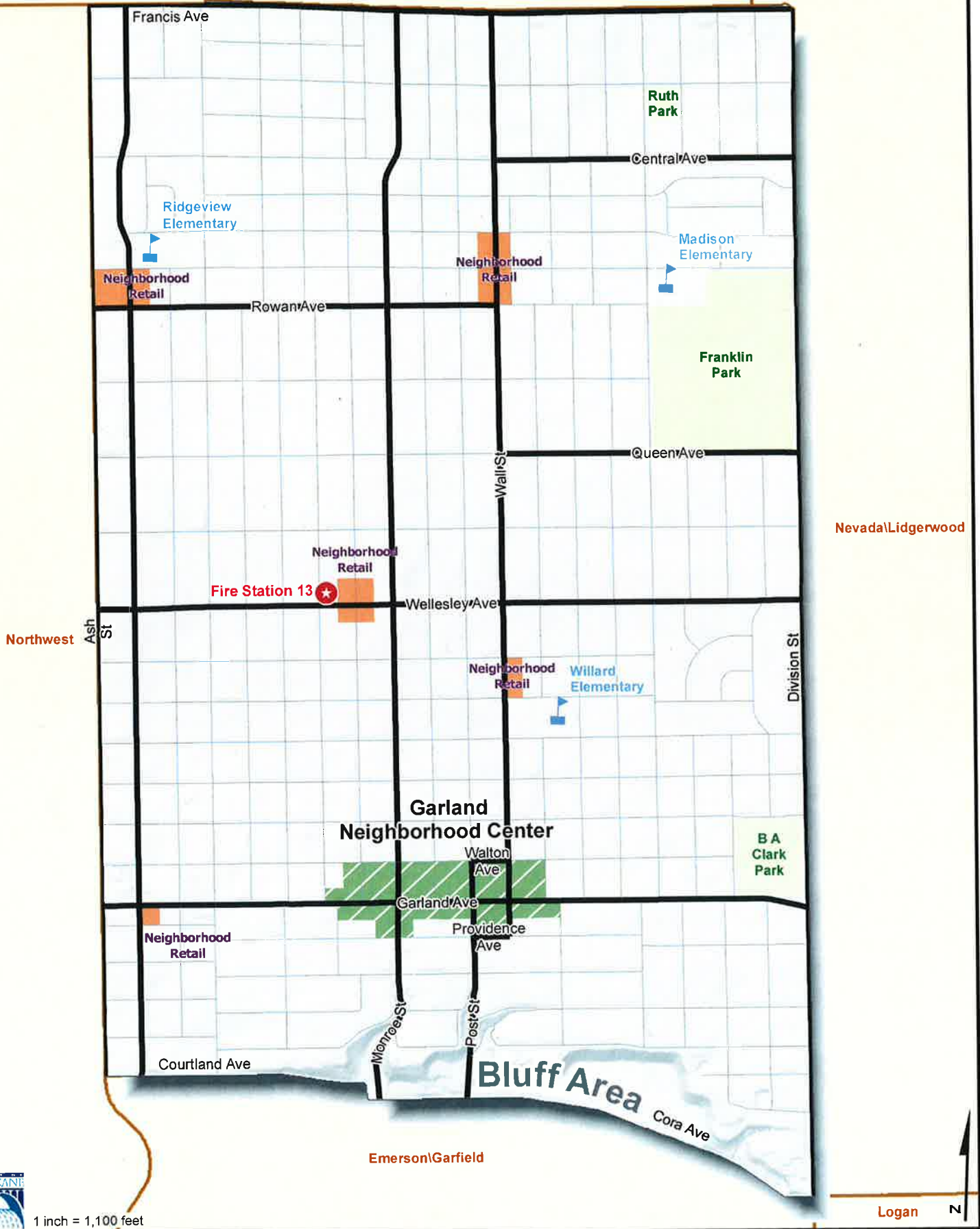
### ACKNOWLEDGEMENTS

- I. INTRODUCTION
- II. NEIGHBORHOOD PROFILE AND VALUES
- III. PLANNING FRAMEWORK
- IV. PRIORITY PROJECTS



Balboa\South  
Indian Trail

# North Hill Neighborhood



## I. INTRODUCTION

In 2014, the City of Spokane partnered with neighborhood leaders to develop a long-range plan for Spokane's North Hill neighborhood. The North Hill Neighborhood Plan is a 20-year visioning and conceptual document. This plan implements the goals and policies of the City's comprehensive plan through an emphasis on public safety, crime prevention, economic development, improving connectivity, and preserving the neighborhood character.



*June 12, 2014 Neighborhood Planning Meeting*

The North Hill neighborhood planning process is part of a larger planning effort being led by the City, in partnership with neighborhood leaders, stakeholders, and members of the public. When approved, the plan will guide the envisioned future of the neighborhood through the vision, goals, and actions of interested and engaged residents. Ideas presented in this plan will require further analysis and capital projects will require funding for implementation.

## PLANNING PROCESS AND NEIGHBORHOOD INVOLVEMENT

The planning process for preparing the neighborhood plan was composed of three meetings, depicted below.



- *Context and Visioning:* The initial workshop consisted of identifying existing opportunities, challenges, and the future vision and goals.
- *Plan Development:* At the second meeting, the planning team worked with neighborhood representatives to refine the unified vision and goals and identify the projects, priorities, and strategies needed to implement the desired vision of the neighborhood.
- *Plan Approval:* The third meeting was an open house where participants made recommendations for priority projects. The Plan Commission and City Council will review/approve the plan in the spring of 2015.

## II. NEIGHBORHOOD PROFILE AND VALUES

### PLANNING AREA

The North Hill neighborhood boundaries are Francis Avenue on the north, Division Street on the east, Ash Street on the west, and Courtland and Cora Avenues on the south. Low-density residential is the largest land use type in the North Hill neighborhood, allowing between four to ten units per acre. Along the neighborhood's eastern edge, the predominant land use is General Commercial, which allows a wide range of commercial uses as well as higher-density residential. The northern neighborhood boundary, along Francis Avenue, allows office uses. Other arterials within the neighborhood – Wall, Wellesley, Monroe, and Rowan – have some areas of small business and retail uses. The Garland Neighborhood Center is located in the southern portion of North Hill and includes commercial, office, and residential uses, as well as land designated for higher-density residential surrounding the Garland Business District.

### HISTORY

The Monroe Street Hill once marked the northern border of the city. With the development of a street railway system in the early 1900s, North Hill began to transform from a forested rural community into a residential neighborhood served by businesses, schools, churches and parks. Many homes were built in North Hill during the early 1900s near streetcar lines along Howard and Madison Streets. Styles include Craftsman bungalows, cabins, Tudor and Swiss Chalets and two-story farmhouses. More contemporary homes and low-rise apartment buildings were built throughout the 50s, 60s and 70s in the northern part of the neighborhood. Infill housing and new businesses continue to transform this diverse neighborhood.

The Garland Business District began in 1910 with the building of the street railway system, particularly the Post Street line. By the late 1920s, the district started to take shape. Three buildings in particular are eligible for the Historic Register. The Masonic Lodge, built in 1922, is an example of late Romanesque revival style with gabled parapets, round arches and decorative motifs in the brickwork. In 1935, the Milk Bottle was built as part of the Benewah Creamery Chain. The Garland Theater, which opened on Thanksgiving Day in 1945, is an example of Art Deco architecture. The theater had almost 1,000 seats and a gift shop. At the time, it was considered a very modern movie house. In 1954, the theater installed a wide screen, stereophonic sound system, new seats and curtains for \$20,000. A digital projector was recently installed that allows for the showing of modern films, as well as preserving the ability to show 16 mm. films. The theater was listed in the National Historic Register in 2015.



## North Hill Neighborhood Plan

In 2007, the Garland Business District was incorporated as a non-profit corporation to foster economic development and support locally-owned businesses. Some businesses in the Garland District still have their original neon signs dating back to the 1950s.

Parks also began to develop in the early 1900s. B.A. Clark Park at Division and Garland was named for B.A. Clark, the Supervisor of Playgrounds who helped execute the Park Fund to partially implement the Olmsted Brothers firm's recommendations in 1913. History of the neighborhood's largest park, Franklin Park at Queen and Division, records that the grading and planting occurred from 1910 to 1912. Ruth Park was adjacent to the Byrne's Addition School, built in 1910. Dr. Patrick S. Byrne donated the land for the school in 1908. Ruth Park is named after Dr. Byrne's daughter, Ruth.

The history of the neighborhood is partially reflected in the construction of the three public elementary schools: Madison, Willard and Ridgeview. The first, Frances Willard Elementary School, opened in 1908 as a small brick building with four rooms, and quickly tripled in size by 1911. The old Willard Elementary School building was replaced in 1980, with the new school facing Longfellow Avenue. Byrne's Addition School, at Whitehouse Street and Dalke Avenue, was renamed Madison School in 1915. A new Madison School opened four blocks to the south in 1949 adjacent to Franklin Park. Following a successful bond initiative, a third elementary school was added to the neighborhood when Ridgeview opened in September 1953 as Ridgeview Primary School, which then rapidly expanded over the next few years. Ridgeview was demolished and rebuilt in 2006.

## ASSETS

The North Hill neighborhood benefits from several major assets, some of which may serve as the basis for future improvements.

- The neighborhood has a range of commercial services along the major arterials that run through the neighborhood.
- The southern bluff offers panoramic views of the city. It is also a gateway feature for the neighborhood, creating a physical separation from Downtown Spokane and areas to the north. The bluff serves as a wildlife corridor and presents an opportunity for public enjoyment. Because of its unique character, it needs to be protected.
- The primary housing type of the neighborhood is single-family, complemented to a lesser degree by apartments and duplexes. Good quality schools, churches, businesses, and several popular parks are within the neighborhood.
- North Hill is a bikeable and walkable neighborhood, and is accessible by car and transit to and from Downtown and other parts of the city.
- North Hill, with its trees and wildlife, provides convenient access to nature within an urban setting.



*North Hill Bluff Area*



## OUR NEIGHBORHOOD VALUES

Our neighborhood values reflect a sense of pride and commitment by those who live and work in North Hill:

The North Hill Neighborhood is a stable, thriving neighborhood that is a safe place for residents to live, learn, work and play. We value safety, livability, education, connectivity, and prosperity for those who work and live here. Our well-maintained residential areas provide affordable, quality, safe homes and a sense of pride for our families, singles, and retirees. We welcome and support ethnic, family, socio-economic, and cultural diversity through the housing options, community activities, and accessible transportation options available to our residents.

Our neighborhood-friendly businesses and services are sources of jobs and goods utilized by the neighborhood. Transportation options – including walkable and bikeable streets, easy access to public transit, and safe pathways and corridors – allow our residents and others to use these services and those of adjoining neighborhoods. The vibrant Garland Business District offers valued services in a welcoming atmosphere and serves as a source of commerce, culture, and neighborhood pride. Our other commercial areas, including those along Division Street, Francis Avenue, North Wall Street, and West Rowan Avenue, offer a diverse array of services for the neighborhood and the city.

The neighborhood's reputation for safety and civic engagement motivates like-minded individuals to invest in the area and continue to make it a viable, thriving neighborhood. Our southern bluff, with its scenic view and unique nature as a wildlife and natural corridor, is valued and cared for as a prominent feature of our neighborhood. Our parks, pathways, businesses, public areas, and schools are cared for and are interconnected, which invites positive interactions between residents and business owners.



*Wall Street Diner*

### III. PLANNING FRAMEWORK

North Hill neighborhood's vision, goals, objectives, and implementation strategies were derived from neighborhood residents, business owners, and City staff at the neighborhood planning workshops.

#### VISION

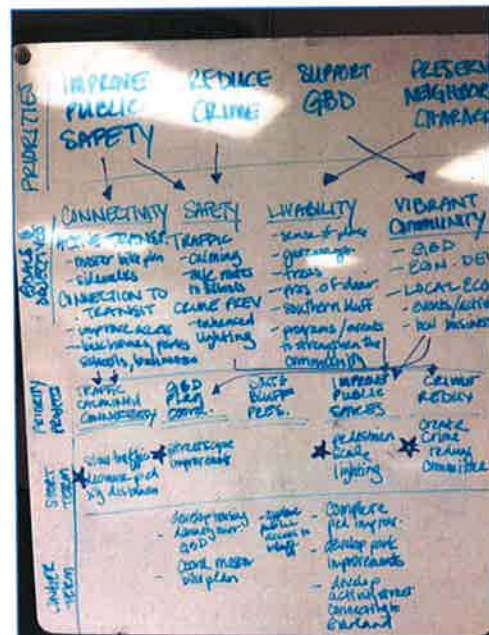
The vision statement describes how the community imagines the character and future pattern of physical and social development for North Hill. The vision summarizes all of the neighborhood values, assets, and dreams for the future.

*North Hill strives to be a thriving, safe, and connected neighborhood, offering its residents a high quality of life and its businesses a prosperous future. Our neighborhood is welcoming, livable, and affordable, and our homes, schools, parks, and businesses are connected by walkable and bikeable streets, with easy access to public transit, the southern bluff, and adjoining neighborhoods. Our neighborhood is economically strong, founded on the vibrant and historic Garland Business District and our many commercial areas and businesses that serve residents and visitors from throughout the city. From Cora/Courtland to Francis, Ash to Division, residents are proud to call North Hill home and are committed to its bright future.*

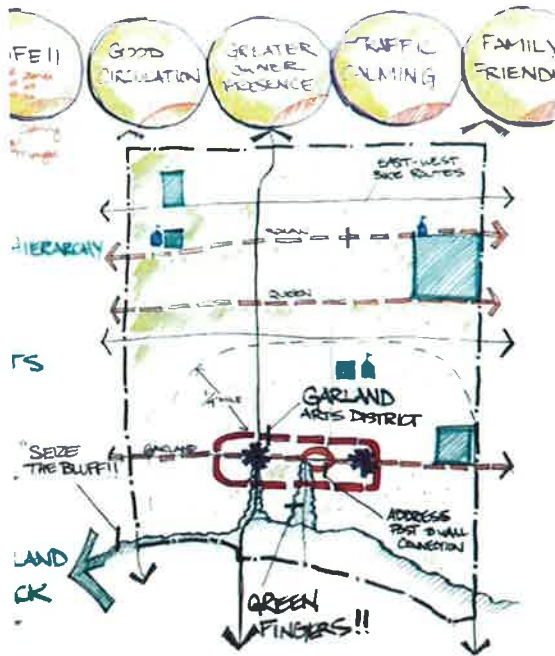
#### PRIORITIES

The neighborhood has several key priorities:

- **Support the Garland Business District:** 1) Establish a district design identity and improve the existing image of the area; 2) Provide a better shopping environment with consumer amenities, landscaping, and improved signage; and 3) Retain the friendly character of the neighborhood merchant.
- **Reduce Crime:** 1) Provide adequate lighting throughout darkened neighborhood areas, arterials, parks, and the southern bluff; and 2) Explore other solutions such as improved building maintenance.
- **Improve Public Safety:** 1) Improve pedestrian and bicycle safety along the auto-oriented major arterials in the neighborhood; 2) Address the issue of missing sidewalks; and (3) Address dangerous crossings along Monroe and Wellesley.
- **Preserve the Neighborhood Character:** In order to protect the unique character of the neighborhood, a combination of thoughtful site planning and cohesive development and design will be necessary.



Neighborhood Plan Review Process Diagram



## GOALS AND OBJECTIVES

The goals and objectives articulate the direction for future policies, projects, and programs to fulfill the vision and priorities. The goals are divided into four major categories. Connectivity, Safety, Livability, and Vibrant Community. Following each goal are corresponding objectives to pursue over time.

### CONNECTIVITY

**C-1: Active Transportation** Improve connections between all parts of North Hill and adjacent neighborhoods with continuous sidewalks, pedestrian crossings, bike lanes, and pathways.

**C-1.1:** Continue to work with the City on development of the Master Bike Plan and Pedestrian Plan to identify preferred bike routes, missing sidewalks, and connections to transit routes.

**C-1.2:** Improve access to public transit to link North Hill homes, parks, schools, the business district, and Downtown.



*North Hill Bluff Area*



*Top of Post Street Hill Looking Toward Garland Business District*



## SAFETY

**S-1: Crime Prevention** Continue to make the North Hill Neighborhood a safe place for residents and visitors.

**S-1.1.** Advocate for increased and enhanced lighting on major arterials, along the bluff, public spaces such as parks, and darkened areas.

**S-1.2** Encourage neighborhood safety programs, such as Block Watch, to promote a safer neighborhood.

**S-2: Traffic Safety** Improve street safety, slowing traffic and reducing conflicts between pedestrians, cyclists, and motorists.

**S-2.1:** Work with the City to develop a prioritized list of traffic calming measures and explore implementation as a part of street improvements.

**S-2.2:** Work with Spokane Public Schools to identify Safe Routes to Schools.



*Residential Street in the North Hill Neighborhood*

## LIVABILITY

**L-1: Sense of Place** Enhance North Hill's visual identity as a vibrant, family-friendly, and historic neighborhood with welcoming public spaces and streets.



*Ferguson's Café, Garland Business District*

**L-1.1:** Establish gateways and “welcome to North Hill” signs consisting of physical elements and landscaping that create a sense of place and a distinctive identity.

**L-1.2:** Recognize the importance of street trees and continue to protect the tree canopy within the neighborhood.

**L-1.3:** Promote the preservation of the neighborhood's heritage and cultural resources through interpretation, public art, and thoughtful design.

**L-1.4:** Explore opportunities to protect the character of the southern bluff.

**L-1.5:** Support programs and neighborhood events that strengthen the sense of community, build trust, celebrate different cultures, and create positive experiences.

## VIBRANT COMMUNITY

**V-1: Improved Retail Areas** Develop partnerships and programs to improve economic development in neighborhood retail areas.

**V-1.1:** Enhance the Garland Business District by creating complementary aesthetics for street furnishings and lighting.

**V-1.2:** Encourage and educate neighborhood property owners on opportunities to maintain and improve their properties.

**V-2: Local Economy** Encourage locally owned businesses that provide viable shopping in the neighborhood.

**V-2.1:** Encourage special events and activities that attract people and business development.

**V-2.2:** Create a supportive environment where local businesses thrive.



*Historic Garland Theater*



*Ferguson's Café and the Milk Bottle*

## IV. PRIORITY PROJECTS

The North Hill neighborhood identified a variety of projects that address the neighborhood's collective vision and goals. The prioritized projects are those that are most likely to contribute to the neighborhood vision and priorities. As part of a long-term plan, these projects will take time to complete and some will require significant effort to secure resources that are not yet available. Others will require ongoing discussion with a variety of partners. The project types identified below address broad project categories. Following the project descriptions, there are two components that provide additional project detail.

- *Project Matrix:* Identifies top priority projects, partnerships, and additional information.
- *Prioritized Project Toolkit:* Provides examples of project elements.

### PRIORITY PROJECTS OVERVIEW

#### 1. GARLAND DISTRICT PLAN COORDINATION

The Garland District is a source of commerce and culture and has significant historic importance for the neighborhood and city. Neighbors and business owners are developing a plan for the Garland Business District to strengthen opportunities for businesses and improve the appearance of the street front. As part of the planning effort, the plan will identify street and landscape improvements and gateways as well as details of street furniture, improved lighting, and a possible activity area.

#### 2. CRIME REDUCTION AND PUBLIC SAFETY

The North Hill neighborhood strives to be a safe neighborhood and should continue to coordinate with established resources to engage residents and business owners in crime prevention efforts. A high neighborhood priority is for improved lighting along major arterials, in parks, and within other potential high-crime areas.

#### 3. IMPROVING PUBLIC SPACES

Creating welcoming and safe public spaces and park improvements will address neighborhood-wide connectivity and safety concerns and encourage greater community engagement. Proposed improvements to Franklin Park, Ruth Park, and B.A. Clark Park include enhanced lighting, sidewalk and trail connections, and additional park amenities such as benches and trash and recycling containers. Well defined seating areas, and multi-purpose open spaces for informal play provide opportunities for building community.

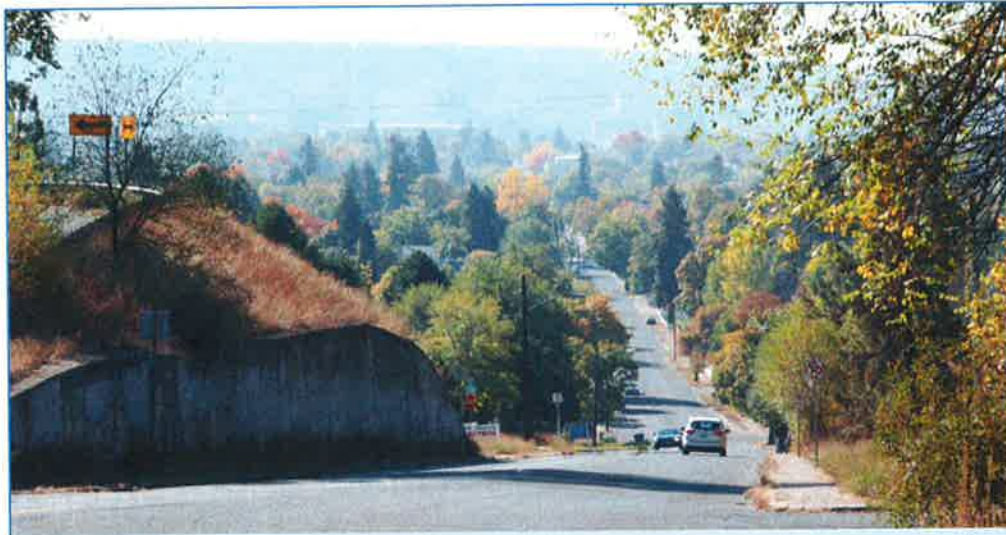
An activity area, or designated public street, could be closed temporarily to motor vehicle traffic for public events and activities throughout the year. Ideally, the activity area should be located in a location that can accommodate heavy foot and bicycle traffic. One potential location for this area could be along Lincoln Street north of Garland. Gateway features at key entry points to the neighborhood would welcome visitors and residents.



#### 4. TRAFFIC CALMING AND CONNECTIVITY

North Hill is served by a well-defined north/south and east/west grid of local and arterial streets. While this grid pattern provides efficient and direct transportation routes, straight and uninterrupted streets can also encourage speeding and unsafe conditions for pedestrians and cyclists. Several streets are in need of enhanced pedestrian facilities and traffic calming – or slowing – including Garland, Wellesley, Rowan, Wall, and Monroe. Intersection “bulb-outs,” or curb extensions, are an effective means of creating shorter crossing distances for pedestrians while slowing motorists. Typically, these are designed for local streets. For collector or arterial streets, traffic calming could include street medians and pedestrian refuges, pedestrian crossing signals, or changes to signal timing.

In addition to these enhancements to pedestrian facilities, improvements to bicycle facilities and the city bicycle network will improve connectivity to adjacent uses and neighborhoods. A future north/south bicycle route was identified on Cedar Street to serve cyclists on a less busy, local street west of Monroe. In addition, an east/west bike route along Longfellow would connect three schools. Ultimately, the City will need to conduct further analysis to prioritize street improvements and determine the appropriate design techniques to calm traffic, and the neighborhood will provide feedback on this process.



*Post Street Hill Looking South*



*Concept for a  
Redesigned North  
Monroe Street Hill  
Entering the North  
Hill Neighborhood  
from the South*

## 5. SOUTH BLUFF PRESERVATION

The south bluff encompasses the steep hillside on the south of North Hill that separates North Hill from the Emerson-Garfield Neighborhood. The south bluff is prized by locals, but it is recognized that part of the bluff is in private ownership. The neighborhood will seek partnerships with public and private property owners to identify appropriate opportunities to preserve public views, open space, wildlife corridors, and the general character of the bluff. The neighborhood would like to develop a formalized plan for the preservation of the bluff.

## PROJECT MATRIX

The matrix that follows shows a range of solutions to improve the connectivity and livability of the North Hill Neighborhood. The North Hill neighborhood will work closely with the City and other neighborhoods to pursue near-term strategies to attract desired development within the neighborhood and improvements that protect the neighborhood's quality of life. Implementing these projects will require additional discussion, resources, and ongoing coordination with the City. This is not a finite list, but rather, a starting point for neighborhood betterment.

The matrix describes each project's purpose, potential partners, and additional information about possible funding opportunities and treatment details.



## PROJECT MATRIX

High Priority Projects		Potential Partners	Additional Information
<b>Garland District Plan</b>			
1. Support Garland District efforts to develop a revitalization plan.		Garland District, Neighborhood Council, City	The plan will address items such as sidewalks, awnings, building fronts, lighting, street furniture, planting, and gateways. The neighborhood will support the District's effort to seek grants and funding from the City and/or other sources.
2. Develop an activity area connecting to Garland to support active public spaces and increase neighborhood amenities.		Neighborhood Council, Garland District, City	Identify a suitable location for the activity area or street for shared pedestrian activity with slowed or temporarily restricted automobile use. Activities could include a farmers market, street fair, crafts fair, bicycle competitions, or other neighborhood-oriented activity. A potential location is on Lincoln Street north of Garland.
<b>Crime Reduction and Public Safety</b>			
1. Install pedestrian-scale lighting at preferred locations.		Neighborhood Council, City	Major street segments lack appropriate lighting for pedestrian safety. These include segments of Garland and the intersection of Monroe and Wellesley. Standard street lighting may be appropriate, except that period street lighting is anticipated along Garland. Lighting should also be improved at other darkened or high-crime areas of the neighborhood.
2. Engage neighbors in crime prevention programs.		Neighborhood Council, Police Department, Community Oriented Policing Services (COPS)	This includes education on Block Watch and neighborhood observation patrols, dialogue with the Neighborhood Conditions Officer, and other safety programs.
<b>Improving Public Spaces</b>			
1. Improve the safety and functionality of neighborhood parks.		Neighborhood Council, City Parks Department, City	Coordinate with the Parks Department on improvements to Franklin Park, Ruth Park, and B.A. Clark Park, to include pedestrian-scale lighting, sidewalk and trail connections within and to/from the parks, benches, trash/recycling containers, and multi-purpose open spaces.

## North Hill Neighborhood Plan

2. Complete pedestrian improvements.	Neighborhood Council, City; Property owners	Provide sidewalks where missing. Coordinate sidewalk improvements with the City to prioritize sidewalk need in high traffic areas first, and include in the City's Capital Facilities Plan (CFP) when possible.
3. Develop an activity area to support active public spaces.	Neighborhood Council, Garland District, City	Identify a suitable location for neighborhood activities with slowed or temporarily restricted automobile use. This area would ideally connect to the Garland District (see Garland District Plan, No. 2, above) but could be located elsewhere in the neighborhood.
4. Provide gateway features at key entry points to the neighborhood.	Neighborhood Council, City	Potential locations include major arterials leading into the neighborhood.
<b>Traffic Calming and Connectivity</b>		
1. Provide traffic calming on primary streets, including Monroe, Rowan, Wellesley, Wall, and Garland.	Neighborhood Council, City	Treatment may include street medians, pedestrian refuges, pedestrian crossings, bulb-outs, or curb extensions.
2. Coordinate with the City on the Master Bike Plan and Pedestrian Plan, and work with the Spokane Transit Authority (STA) to improve neighborhood-wide connectivity and active transportation.	Neighborhood Council, City, Spokane Transit Authority	Coordinate identified street and pedestrian improvements with the City for inclusion in the Master Bike Plan and Pedestrian Plan. Coordinate bus stop improvements with the Spokane Transit Authority.
<b>South Bluff Preservation</b>		
1. Develop a preservation plan for the bluff.	Neighborhood Council, property owners, City	Much of the south bluff is private property and this project hinges on forming successful partnerships that protect privacy while preserving views, open space, wildlife corridors, and the character of the bluff.

## PRIORITY PROJECT TOOLKIT

As a means to implement the priority project list, the project priority toolkit (starting on the next page) includes a variety of potential treatments and suggestions for new facilities that can improve connectivity and livability throughout North Hill. The toolkit should be used by the neighborhood as a source of ideas and inspiration, and as a menu of potential solutions to consider when working with the City towards project planning, design and implementation. The toolkit has five general categories and includes between two and six individual elements/features described and illustrated for each project type.



*B. A. Clark Park*



*Art on Garland Bicycle Rack*



## Potential Arterial Streetscape Improvements



### IN-GROUND PLANTERS

Streetside planters provide a needed buffer between pedestrians on the sidewalk and arterial street traffic. Street trees can be incorporated within the planter system.



### PEDESTRIAN LIGHTING

Pedestrian-scaled lighting along arterial streets increases the perception of safety and encourages use of the street after dark. Like other street furniture, lighting also alerts drivers to the presence of pedestrians in an area.



### SIDEWALK IMPROVEMENTS

Widened sidewalks help pedestrians feel less exposed to vehicular traffic, revitalize commercial corridors by encouraging pedestrian use, and improve overall street safety.



### FURNISHINGS ZONE

The street furnishings zone should include a range of elements to make the street more livable, vibrant and inviting to pedestrians. Elements such as benches and seating, bicycle racks/corrals, bollards, kiosks, public art, signage, transit shelters and waste bins are found in the furnishings zone. Elements should be located at predictable places such as at corner locations on short blocks, and at mid-block locations on longer blocks.



### PARKLETS

Reconfiguration of several parking spaces into dedicated pedestrian gathering spaces can offer respite and diversity of seating.



### LANDSCAPED MEDIANS & PEDESTRIAN REFUGE ISLANDS

Medians planted with drought-tolerant perennial species and street trees collect and store stormwater, provide mid-block crossing refuge for pedestrians, humanize the scale of a wide street, encourage vehicles to use appropriate speeds, reduce the urban heat island effect, and beautify the streetscape environment.

## Potential Traffic Calming Improvements



### PEDESTRIAN REFUGE ISLAND

Refuge islands provide pedestrians a safe area to stop before finishing crossing a road. They also reduce the average crossing time and make drivers more aware of pedestrians. The refuge area can include planting materials, signage, and lighting.



### BULB-OUT CROSSWALK

Bulb-outs, also known as curb extensions, enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

## Potential Bike Route Elements



### SHARROWS

Painted 'sharrows' - or shared lane pavement markings - are bicycle symbols that are placed in the roadway lane indicating that motorists should expect to share the lane with bicycles and vice-versa.



### RESIDENTIAL BIKE LANES

Bike lanes through residential areas should connect to "sharrow" routes that have less vehicular traffic.

### ADVISORY BIKE LANES

Advisory bike lanes give bicyclists space to ride, but are also available to turning or passing cars. They are used on low-volume, narrow streets.



### BIKE ACTIVATED SIGNAL

These signals are located curbside for easy access to bicyclists. They can be used at street crossings that lack traffic signals.

### NON-MOTORIZED CROSSING

A raised median with cut-outs that allow bicyclists to pass through and restricts vehicles to right turn only.



## Potential Park Improvements



### PAVED PATH LINK

Multi-use trail segments provide pedestrian and bicycle connections through unimproved right-of-ways, alleys, etc.



### PATHWAY/PERIMETER LIGHTING

Pathway lighting should be considered for safety and visibility purposes along new pathway links and along the perimeter of public streets.



### SEATING AND AMENITIES

Seating can be integrated into other park features such as a low wall, or can be stand alone. Trash and recycling containers, decorative planters, drinking fountains and signage should be clustered together to create an inviting and complete setting.

## Potential Activity Area Amenities



### REMOVABLE BOLLARDS

Removable bollards can be placed to create safe places for pedestrians and help indicate boundaries of an activity street. These can be installed and removed before and after events to temporarily restrict motor vehicle traffic.



### ABOVE GROUND PLANTERS

These planters help to beautify the streetfront while adding a boundary between sidewalks or activity areas and the street. Planters can also be moved as needed to accommodate different event sizes and needs.



### DECORATIVE SURFACES

Decorative street surfaces include contrasting materials such as pavers or paint to help define pedestrian crossings and activity spaces. The contrast in texture or color helps define areas that are safe for pedestrians, while alerting motorists to take extra caution when approaching.

## SUMMARY AND NEXT STEPS

The North Hill Neighborhood Action Plan is a visioning and conceptual document. This plan guides the neighborhood's collective vision and goals and conveys to the City our neighborhood's priorities. North Hill neighborhood will work with the City as implementation opportunities arise.

Projects highlighted in this plan need the commitment of many to make them happen. They will need further analysis, time, and effort to build the partnerships and secure resources that are not yet available. Capital projects will require additional discussion, resources, and ongoing coordination with the City.

Implementation is already underway to address some of the priorities in this plan. Thanks to special project funding, traffic calming projects are underway on Garland Avenue. Also, new trees and plants are being placed in the Garland District.

Other opportunities will arise over the years to come. Join your neighbors in search of opportunities and the effort that it will take to make them happen. To stay connected, attend North Hill neighborhood council meetings, monitor our website, and sign up for the neighborhood's electronic newsletter. Together we can make North Hill's vision of a thriving, safe, and connected neighborhood a reality.





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	RES 2015-0065
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC ONE FOOT STRIPS		

**Agenda Wording**

Resolution dedicating land use as a public street for miscellaneous one foot strips.

**Summary (Background)**

The City has acquired several one foot strips of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LUKAS, ED	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCED 6/15/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b>Additional Approvals</b>		rlukas@spokanecity.org	
<b>Purchasing</b>			



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

## **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

- Parcel Number 26261.2001 - Lockes City View 1st Addition Block A
- Parcel Number 26271.0202 - Pacific Heights 13th Addition Block B
- Parcel Number 26341.0109 - Northwest Terrace Third Addition Block A (1 foot strip)
- Parcel Number 34031.1408 - Windsong 3rd Addition Lot 8, Block 2 (1 foot strip)
- Parcel Number 34031.2618 - Windsong 5th Addition Block A, (1foot strip)
- Parcel Number 34053.0508 - Bridlewood P.U.D. Phase 1 Lot A (1 foot strip)
- Parcel Number 34062.4510 - Eagle Ridge Eighth Addition PUD (Afn 5526381) Block A (1 foot strip)
- Parcel Number 35273.2801 - Rockwood Forest Estates 4th Addition P.U.D. Block A (1 foot strip)
- Parcel Number 35344.1511 - Ben Burr First Addition Block B
- Parcel Number 35344.1512 - Ben Burr First Addition Block C
- Parcel Number 36192.2613 - Rossmoor Ridge 1st Addition Block "A" (1 foot strip)
- Parcel Number 36291.5902 - Shiloh Hills Apartments Block A
- Parcel Number 35331.2520 - Garden Park Addition Tract C (1 foot strip) of City SP 94-89 Auditors #4067199 Block 13, Pg 90 Being a Ptn of Lt 2 Block 4
- Parcel Number 26223.1022 - Pacific Park 2nd Addition, Lot 22, Block 10 (1foot strip)
- Parcel Number 25262.2607 - Westridge Addition P.U.D. Block B (1 foot strip)
- Parcel Number 26152.3304 - Meadow Glen 6th Addition Block A (1 foot strip)

Parcel Number 26261.2001  
Lockes City View 1st Addition Block A  
1 Foot Strip





Parcel Number 26271.0202  
Pacific Heights 13th Addition Block B  
1 Foot Strip adjacent to City owned property





Parcel Number 26341.0109  
Northwest Terrace Third Addition Block A  
1 Foot Strip





Parcel Number 34031.1408  
Windsong 3rd Addition Lot 8 Block 2  
1 Foot Strip





Parcel Number 34031.2618  
Windsong 5th Addition Block A  
1 Foot Strip





Parcel Number 34053.0508  
Bridlewood P.U.D. Phase 1 Lot A  
1 Foot Strip





Parcel Number 34062.4510  
Eagle Ridge Eighth Addition PUD Block A  
1 Foot Strip





Parcel Number 35273.2801  
Rockwood Forest Estates 4th Addition P.U.D. Block A  
1 Foot Strip





Parcel Number 35344.1511  
Ben Burr First Addition Block B  
1 Foot Strip





Parcel Number 35344.1512  
Ben Burr First Addition Block C  
1 Foot Strip



Parcel Number 36192.2613  
Rossmoor Ridge 1st Addition Block "A"  
1 Foot Strip





Parcel Number 36291.5902  
Shiloh Hills Apartments Block A  
1 Foot Strip



Parcel Number 35331.2520  
Garden Park Addition Tract  
36th Avenue East of Mt. Vernon Street





Parcel Number 26223.1002  
Pacific Park 2nd Addition, Lot 22, Block 10  
Greenwood Street





Parcel Number 25262.2607  
Westridge Addition P.U.D. Block B  
Westridge Drive



Parcel Number 26152.3304  
Meadow Glen 6th Addition Block A  
Brookfield Avenue







**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	RES 2015-0066
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKAENCITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC PARCELS #1		

**Agenda Wording**

Resolution dedicating land to use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	LUKAS, ED	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PCED 6/15/15
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b><u>Additional Approvals</u></b>		rlukas@spokanecity.org	
<b><u>Purchasing</u></b>			

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

## **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

Parcel Number 25021.0310 - Audubon Heights Lot 13 Block 3

Parcel Number 25022.3001 - Webster Block 21

Parcel Number 25133.0128 - Nettleton 1st Addition that Portion of Lot 19, Block 9 DAF;  
Beginning at the NE Corner of Lot 19 thence S along E Line of said Lot to the SE Corner thence W 20 ft thence N 137 ft thence NWly & Wly 18.55 ft along a curve to the left having a radius of 20 ft To a point on the N Line of Lot 19 thence Ely along said N Line to POB

Parcel Number 25243.2801 - Woodland Add Lot 1, Block 8 Except Road

Parcel Number 25243.3501 - Staffords 2nd Lot 2, Block, Track W of NP R/W & E of & adjacent Lot 2, Block 1

Parcel Number 26151.0710 - Woodridge 7th Addition Tract A

Parcel Number 36322.0628 - Spokane Terrace Addition Portion of Lots 8 & 9, Block 35; South 16 ft Lot 8 & Potion of Lot 9 Lying NWly of 25 ft Radius Arc which Is tan to West Line & North Line of said Lot 9

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

Parcel Number 25021.0310  
Audubon Heights Lot 13 Block 3  
Driscoll Boulevard and Princeton Avenue





Parcel Number 25022.3001  
Webster Block 21  
Northwest Boulevard and Walton Avenue



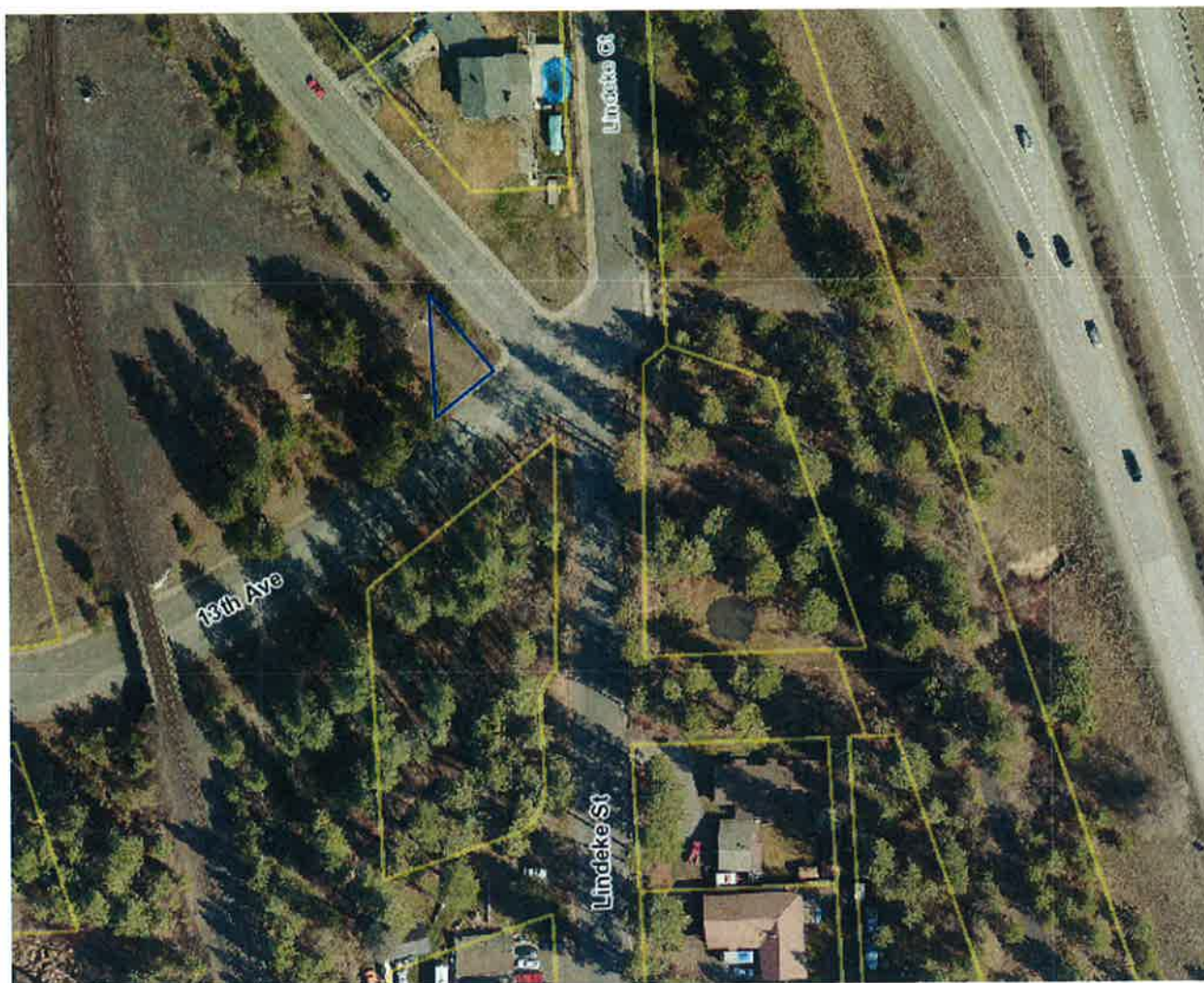


Parcel Number 25133.0128  
Nettleton 1st Addition that Portion of Lot 19, Block  
Adjacent to Dutch Jakes Park





Parcel Number 25243.2801  
Woodland Add Lot 1, Block 8 Except Road  
13th Avenue and Lindeke Street





Parcel Number 25243.3501  
Staffords 2nd Lot 2, Block, Track W of NP R/W & E of & adjacent Lot 2, Block 1  
Inland Empire Way and Coeur d'Alene Street





Parcel Number 26151.0710  
Woodridge 7th Addition Tract A  
Fleetwood Street



Parcel Number 36322.0628  
Spokane Terrace Addition Portion of Lots 8 & 9, Block 35; South 16 ft Lot 8 & Portion of Lot 9  
Lying NWly of 25 ft Radius Arc which is tangent to West Line & North Line of Said Lot 9  
Colton Street South of Francis Avenue





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	RES 2015-0067
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC PARCELS #2		

**Agenda Wording**

Resolution dedicating land to use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	LUKAS, ED	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PCED 6/15/15
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b><u>Additional Approvals</u></b>		rlukas@spokanecity.org	
<b><u>Purchasing</u></b>			



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

## RESOLUTION

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

- Parcel Number 35093.0517 - Ross Park Sub Block1 & 2 Ptn of Lot 8, Block 2 as more fully described in Exhibit A
- Parcel Number 35093.0514 - Ross Park Sub Block 1 & 2 S Ely 50ft of Lot 7, Block 2; also that portion of Lot 7, Block 2 DAF more fully in Exhibit A
- Parcel Number 35032.4012 - Minnehaha North Addition Portion of Lots 6 & 7, Block 111 as more fully described in Exhibit A
- Parcel Number 35164.0101 - Amended Map of School Section 16, Lot 1, Block 167
- Parcel Number 35302.3901 - Cannon Hill Park Block16
- Parcel Number 35203.3813 - Cooks 1st & 2nd Addition Lots 8 & 9, Block1 except portion lying NEly of line drawn from point on E line of Lot 9 20 ft N of SE corner said Lot to point on N Line of Lot 8 at point 10 ft E of NW corner of said Lot 8
- Parcel Number 35082.2822 - J M Morgans Addition Portion of Block 35 Tract as follows:  
Beginning at NW corner of Block 35 thence E 42.77 ft thence SW to a point 10.77 ft S of beginning thence N to beginning

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form:

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

Parcel Number 35093.0517  
Ross Park Sub Block1 & 2 Ptn of Lot 8, Block 2  
Perry Street at North Center Street





Parcel Number 35093.0514  
Ross Park Sub Block 1 & 2 S Ely 50ft of Lot 7, Block 2  
also that portion of Lot 7, Block 2  
Perry Street west of North Center Street



Parcel Number 35032.4012  
Minnehaha North Addition Portion of Lots 6 & 7, Block 111  
Haven Street South of Wellesley Avenue





Parcel Number 35164.0101  
Amended Map of School Section 16, Lot 1, Block 167  
Springfield Avenue at Trent Avenue



Parcel Number 35302.3901  
Cannon Hill Park Block16  
Post Street and 20th Avenue





35203.3813  
Cooks 1st & 2nd Addition Lots 8 & 9, Block1  
Cowley Street and Rockwood Boulevard



35082.2822  
J M Morgans Addition Portion of Block 35  
Jackson Avenue at Astor Street





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/26/2015
<b>Clerk's File #</b>	RES 2015-0068
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC PARCELS #3		

**Agenda Wording**

Resolution dedicating land to use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LUKAS, ED	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCED 6/15/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b>Additional Approvals</b>		rlukas@spokanecity.org	
<b>Purchasing</b>			



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

### **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

Parcel Number 25131.3303 - Chamberlin Addition S of R/W Lot 2 Block 33

Parcel Number 25021.3719 - Audubon Park N Lot 21, Block 5

Parcel Number 35182.2116 - Bingamans Addition N 64 feet Lot 5 Block 5 Except S 15 feet thereof & exc Beg at NW corner thence E along N Line 27 feet; thence SWly to Point 10 feet S of POB thence N to POB

Parcel Number 26342.0632 - Park Place Add (Afn 5562148) Tract 'A'

Parcel Number 26273.0009 - 27-26-42 Portion of N 26 Rods of SW1/4 of SW1/4 DAF; Beg at NE Corner thence W 600 feet thence S 309 feet to true POB thence E 60 feet thence S 120 feet thence W 60 feet thence N to true POB

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form:

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

Parcel Number 25131.3303  
Chamberlin Addition S of R/W Lot 2 Block 33  
1431 North Belt Street





Parcel Number 25021.3719  
Audubon Park N Lot 21, Block 5  
A Street and Driscoll Boulevard

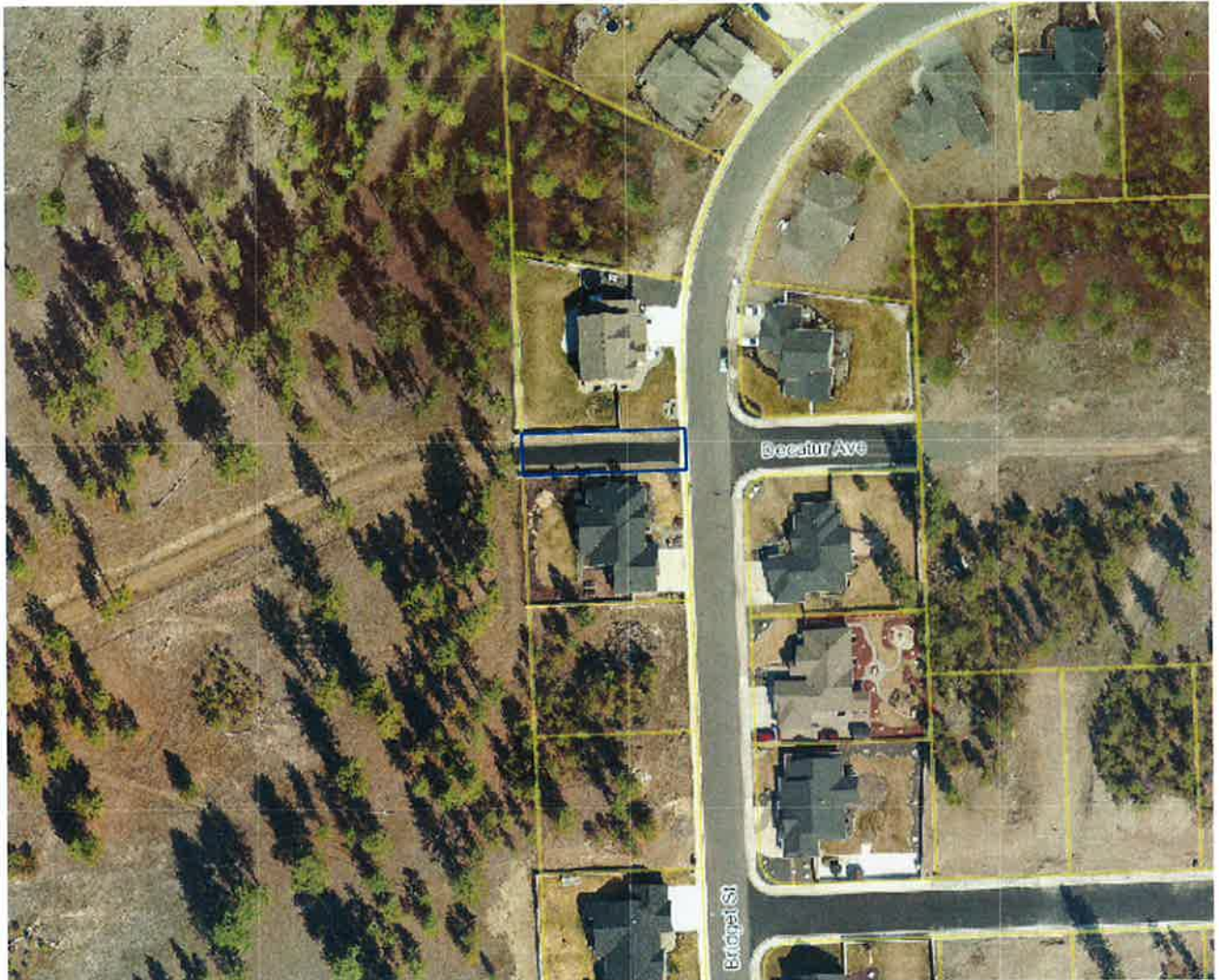


Parcel Number 35182.2116  
Bingamans Addition N 64 feet Lot 5 Block  
Maxell Avenue and Cedar Street





Parcel Number 26342.0632  
Park Place Add (Afn 5562148) Tract 'A'  
Decatur Avenue west of Bridget Street





Parcel Number 26273.0009  
Conestoga Street North of Holyoke Avenue







**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/29/2015
<b>Clerk's File #</b>	RES 2015-0069
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC PARCELS #4		

**Agenda Wording**

Resolution dedicating land use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LUKAS, ED	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCDD 6/15/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecitylorg	
<b>For the Mayor</b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b>Additional Approvals</b>		rlukas@spokanecity.org	
<b>Purchasing</b>			

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

## **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

- Parcel Number 35063.2308 - Whittings Sub of E Lots 12-13-14 beginning at SW corner of Lot 12 thence N 23.6 feet thence E 127.5 feet thence S 27 feet to SE corner of Lot 12 thence W 127.5 feet to POB Except W 7.5 feet also Except St E 120 feet Exc St of Lot 13 E 120 feet & Stp N of & adjacent Exc St of Lot 14
- Parcel Number 35063.2307- Whittings Sub of E Lot 12 beginning at NW corner of Lot 12 thence E to NE corner of said Lot thence S 23 feet thence W 127.5 feet to a point 26.4 feet S of NW corner of Lot 12 thence N 26.4 feet to POB except W 7.5 feet also except Street
- Parcel Number 35063.2306 - Whittings Sub of E Lots 9 to 11 beginning 26.4 feet S of NW corner of Lot 9 thence N 26.4 feet thence E to NE corner Lot 9 thence S 23 feet thence W 127.5 feet to POB except St E 120 feet except St of Lots 10 & 11
- Parcel Number 35063.2305 - Whittings Sub of E Pt of Lot 9 Block E beginning at SW corner of Lot 9 thence N 23.6 feet thence E 127.5 feet to Pt 27 feet N of SE corner of Lot 9 thence S 27 feet thence W 127.5 feet to POB except the W 7.5 feet & except Pt Deeded to City
- Parcel Number 35063.2304 – Whittings Sub of E Pt of Lot 8 Block E beginning 7.5 feet E of NW corner thence S 30 feet thence right on Curve Rad of 85.8 feet to South line of Lot 8 thence E 114.6 feet to SE corner thence N to NE corner thence W 120 feet to POB except Pt Deeded to City

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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City Clerk

Approved as to form:

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Assistant City Attorney

Parcel Numbers 35063.2308, 35063.2307, 35063.2306, 35063.2305, 35063.2304  
North Monroe Street Hill





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/29/2015
<b>Clerk's File #</b>	RES 2015-0070
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANEICTY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOLUTION FOR DEDICATION OF MISC PARCELS #5		

**Agenda Wording**

Resolution dedicating land use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	LUKAS, ED	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCED 6/15/15
<b>Finance</b>	SALSTROM, JOHN	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b>Additional Approvals</b>		rlukas@spokanecity.org	
<b>Purchasing</b>			

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

### **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

Parcel Number 25234.4406 - Garden Springs Park Addition Tract G Exc Street  
Parcel Number 25243.0201 - Coeur d'Alene Addition Lots 1-2-3 Block 2  
Parcel Number 25243.0203 - Coeur d'Alene Addition to Spokane Ltos 4 thru 10 Block 2  
lying Ely of Inland Empire Highway ( SR 195 )  
Parcel Number 34062.1701 - Overlook Heights Cul-de-Sac on Lincoln Way (R/W Only  
dedicated to City of Spokane)  
Parcel Number 25252.0113 - Queen Anne Addition Lot 8 & W 1/2 of Lots 9 & 16 Block 'A'  
Parcel Number 25252.0406 - Queen Anne Addition W1/2 of Lot 9, Block D

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form:

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



Parcel Number 25234.4406  
Garden Springs Park Addition  
Rosamond Avenue and Sunset Boulevard





Parcel Numbers 25243.0201 and 25243.0203  
Coeur d'Alene Addition  
Inland Empire Way





Parcel Number 34062.1701  
Overlook Heights Cul-de-Sac on Lincoln Way





Parcel Numbers 25252.0113 and 25252.0406  
Queen Anne Addition Lot 8 & W 1/2 of Lots 9 & 16 Block 'A'  
Lindeke Street





**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/29/2015
<b>Clerk's File #</b>	RES 2015-0071
<b>Renews #</b>	

<b>Submitting Dept</b>	ASSET MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064	<b>Project #</b>	
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Resolutions	<b>Requisition #</b>	
<b>Agenda Item Name</b>	5900 - RESOULTION FOR DEDICATION OF MISC PARCELS #6		

**Agenda Wording**

Resolution dedicating land use as a public street for several miscellaneous parcels.

**Summary (Background)**

The City has acquired several parcels of property needed for street or utilities purposes. At the time of these acquisitions the properties were not dedicated as public right-of-way therefore, it is requested that they be dedicated now.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	LUKAS, ED	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PCED 6/15/15
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dsteele@spokanecity.org	
<b><u>Additional Approvals</u></b>		rlukas@spokanecity.org	
<b><u>Purchasing</u></b>			

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

### **RESOLUTION**

WHEREAS, the property hereinafter described has been conveyed to the City of Spokane for street purposes,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SPOKANE DOES HEREBY SET APART AND DEDICATE to the public use as a public street and for utility purposes, the real property, situated in the City and County of Spokane, Washington, legally described as follows:

- Parcel Number 35212.4506 - Ellis Addition Lots 7 to 9 except RR R/W all of Lot 10 & Block 3, Lot 11 & 12 except RR R/W
- Parcel Number 35281.0611 - Riverview Block1 Vacated Strip 30 feet wide E of & adjacent Block 8 Houghton & Callahans Addition
- Parcel Number 35282.0133 – Houghton & Callahans Addition Lots 3-4 Block 8
- Parcel Number 35291.1007 - Roosevelt Addition Lot 4 Block 8 W of Street
- Parcel Number 35044.1201 - West Minnehaha Addition beginning at the NE Corner of Lot 12, Block 1; thence W 51.7 feet, along N Line Said Lot to true POB; thence Cont W along projected N Line of said Lot 12, 73.3 feet; thence S along projected E Line of Cook St, 54.85 feet; thence NEly along SEly R/W Line of BNRR 83.5 feet to true POB all except Road R/W
- Parcel Number 35053.0905 - Lidgerwood Park Portion of Block 92 Vac Stp 14 feet wide S of & adjacent Lot 8 to 11

ADOPTED by the Spokane City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

Approved as to form:

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



Parcel Number 35212.4506  
Ellis Addition  
Trail





Parcel Numbers 35281.0611 and 35282.0133  
Houghton & Callahans Addition  
Crestline Street between 14th Avenue and 15th Avenue





Parcel Number 35291.1007  
Roosevelt Addition Lot 4 Block 8 W of Street  
Rockwood Boulevard and 17th Avenue





Parcel Number 35044.1201  
West Minnehaha  
Liberty Avenue at Cook Street



Parcel Number 35053.0905  
Lidgerwood Park Addition  
Alley south of Providence Avenue and East of Addison Street







OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

June 30, 2015

City Clerk File No.:  
ORD C35258

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35258 RELATING TO INDECENT PUBLIC EXPOSURE (deferred from June 15, 2015, Agenda)

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, June 29, 2015, Council Member Fagan requested the Council accept a revised version of Final Reading Ordinance C35258. Subsequently, the following action was taken:

**Motion** by Council Member Fagan, seconded by Council Member Allen, **to accept revised version** of Final Reading Ordinance C35258 [as filed with the City Clerk's Office earlier today (June 29)]; **carried 6-1 (Council Member Mumm voting "no")**.

Subsequent to public testimony and Council commentary, the following action was taken:

**Motion** by Council Member Mumm, seconded by Council Member Snyder, **to defer** to July 13, 2015, the Final Reading of Ordinance C35258, as amended, relating to indecent public exposure; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code; **carried 4-3 (Council President Stuckart and Council Member Allen and Fagan voting "no")**.

Terri L. Pfister, MMC  
Spokane City Clerk





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

June 18, 2015

City Clerk File No.:  
ORD C35258

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35258 RELATING TO INDECENT PUBLIC EXPOSURE, PUBLIC VISIBILITY, AND DISCLOSURE STANDARDS FOR ADULT-ORIENTED BUSINESSES

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, June 15, 2015, upon consideration of Final Reading Ordinance C35258, Council President Stuckart called for a motion to defer for two weeks. Council Member Fagan noted there are three council members (Allen, Fagan, and Mumm) working on the ordinance as it contains some legal ambiguity that needs to be addressed and clarified before moving forward. Subsequently, the following action was taken:

**Motion** by Council Member Fagan, seconded by Council Member Allen, **to defer** Final Reading Ordinance C35258—relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses—for two weeks and it can be appear (on the agenda) for final reading on June 29; **carried unanimously (Council Member Snyder absent).**

Terri L. Pfister, MMC  
Spokane City Clerk



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

June 8, 2015

City Clerk File No.:  
ORD C35258

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35258 RELATING TO INDECENT PUBLIC EXPOSURE, PUBLIC VISIBILITY, AND DISCLOSURE STANDARDS FOR ADULT-ORIENTED BUSINESSES

During the Spokane City Council's 6:00 p.m. Legislative Session held Monday, June 1, 2015, Council Member Allen requested a deferral of Final Reading Ordinance C35258 so that it can be placed on the PCED agenda. He thanked Councilwoman Mumm for pointing out something within our current laws that may impact the ordinance, and so it needs to be explored a little bit further before taking a vote on it. Subsequently, the following action was taken:

**Motion** by Council Member Allen, seconded by Council Member Mumm, **to defer** Final Reading Ordinance C35258—relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses—for two weeks (to June 15, 2015); **carried unanimously**.

Terri L. Pfister, MMC  
Spokane City Clerk

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

05/11/2015

Date Rec'd

4/29/2015

Clerk's File #

ORD C35258

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneMIKE ALLEN & 625-6715  
MIKE FAGANProject #Contact E-Mail

RBARDEN@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

ORDINANCE RELATING TO INDECENT PUBLIC EXPOSURE

Agenda Wording

An ordinance relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

Summary (Background)

The recent increase in the number of drive-through coffee stands at which the employees' standard work uniform may violate existing law concerning indecent exposure, and may create off-site impacts at locations such as schools, parks, libraries, churches, and playgrounds, calls for a clarification of the law concerning the practices at these facilities. This proposed ordinance creates an opportunity for drive-through coffee stands to take appropriate measures to screen their employees from publi

Fiscal ImpactBudget Account

Neutral \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

The recent increase in the number of drive-through coffee stands at which the employees' standard work uniform may violate existing law concerning indecent exposure, and may create off-site impacts at locations such as schools, parks, libraries, churches, and playgrounds, calls for a clarification of the law concerning the practices at these facilities. This proposed ordinance creates an opportunity for drive-through coffee stands to take appropriate measures to screen their employees from public view.

## ORDINANCE NO. C35258

An ordinance relating to indecent public exposure, public visibility, and disclosure standards for adult-oriented businesses; adopting a new section 10.06.050 to chapter 10.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.06.050 to the Spokane Municipal Code to read as follows:

10.06.050 - Indecent public exposure and disclosure standards for Adult-Oriented Businesses.

A. Definitions

1. For purposes of this section, “public place” has the meaning stated in SMC 10.06.030(D)(2).
2. For purposes of this section, an “Adult-Oriented Business” is one in which the employee uniform consists of anything less than fully opaque covering of a male’s genitals or buttocks, or a female’s genitals, breast, or buttocks.

B. It is unlawful for any person to expose his or her genitalia while in a public place or while in a place which is visible from the public right of way, if the public place is open or available to persons of the opposite sex.

C. No Adult-Oriented Business may allow their employees, in the course of their employment, to be visible from any of the following preexisting uses, whether located inside or outside of the city of Spokane:

1. Public library.
2. Public playgrounds or park.
3. Public or private school and its grounds, from kindergarten to twelfth grade.
4. Nursery school, mini-daycare center or daycare center.
5. Church, convent, monastery, synagogue, or other place of religious worship.

D. All Adult-Oriented Businesses shall maintain and display city-approved signage which notifies the general public of the businesses’ employee uniform requirement.

E. Existing Adult-Oriented Businesses shall have ninety (90) days following the effective date of this section in which to come into compliance with this section.

F. Penalties

1. Violation of this section is a Class I civil infraction pursuant to SMC 1.02.950(C)(1).
2. Enforcement of this section is intended to be directed to business owners rather than employees engaged in the conduct of their employment.

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

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Council President

Attest:

Approved as to form:

---

City Clerk

---

Assistant City Attorney

---

Mayor

---

Date

---

Effective Date



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

07/13/2015

Date Rec'd

6/22/2015

Clerk's File #

ORD C35278

Renews #Submitting Dept

CITY ATTORNEY

Cross Ref #Contact Name/Phone

TIM 625-6218

Project #Contact E-Mail

TSZAMBELAN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

ANIMAL SAFETY ORDINANCE

Agenda Wording

An ordinance relating to animal cruelty amending Spokane Municipal Code sections 01.05.210, and; adding a new section to chapter 10.23A.

Summary (Background)

The Washington State legislature passed SB5501 relating to animal safety. The bill created a new law that makes it an infraction to leave or confine any animal unattended in a motor vehicle or enclosed space if the animal could be harmed or killed by exposure to excessive heat, cold, lack of ventilation, or lack of necessary water. There have been situations that have occurred in the City involving animals being left in cars without food or water in extreme weather conditions. Owners who leave their animals in such conditions expose their animals to significant health risks and even death. The ability to issue an owner an infraction will help educate owners from leaving their animals in a vehicle or structure that places them at risk.

Fiscal ImpactBudget Account

Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

DALTON, PAT

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

## ORDINANCE NO. C35278

An ordinance relating to animal cruelty amending Spokane Municipal Code sections 01.05.210, and; adding a new section to chapter 10.23A. to read as follows :

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 1.05.210 is amended.

### **SMC 1.05.210 Penalty Schedule - Personal Conduct**

<b>Infraction</b>	<b>Violation Class</b>	
IFC 307.1	Open Burning	1
SMC 1.06.040	Act of Discrimination	1
SMC 10.03.060	Barking Dog	1
SMC 10.03.100	Offenses Relating to Safety and Sanitation	4
SMC 10.03.110	Allow Animal in Riverfront Park or Special Permitted Event Area when Banned	3
SMC 10.08.010	Deposit of Tobacco Product Capable of Being Lit	\$500
SMC 10.08.010	Littering, Unlawful Disposal of Rubbish	1
SMC 10.08D.080 SMC 10.08D.090(C)	Noise Control	2
SMC 10.08D.120 – First violation within a one year period		
SMC 10.08.055	Purchase, Possession of Tobacco by Minor	3
SMC 10.08.100 SMC 10.08.120 SMC 10.08.140(B-D)	Homeless Encampment	1
SMC 10.08.246	Liquor Purchase by Apparently Intoxicated Person	\$500
SMC 10.08A.040(D)	Failure to Respond – Chronic Nuisance	1
SMC 10.10.040 SMC 12.06.050 – SMC 12.06.080	Offending Peace and Order in Public Park	1
SMC 10.11.042	Not Having or Displaying Concealed Pistol License	1
SMC 10.15.115	Selling or Giving Drug Paraphernalia	1
SMC 10.15.220	Open Possession/Consumption of Marijuana, Usable Marijuana or Marijuana-Infused Products	3
SMC 10.17.030	Helmet Safety – Failure to Wear Approved Helmet	4
SMC 10.17.040	Helmet Safety – Failure to Require Wearing of Approved Helmets at Special Events	4
SMC 10.17.050	Helmet Safety – Failure to Rent, Lease, or Loan Approved Helmet	4
SMC 10.17.060	Helmet Safety – Failure to Sell or Offer to Sell Approved Helmet	4
SMC 10.24.010	Harbor Dog or Cat Without License	3

SMC 10.24.020	Permit Animal to Run at Large	3
SMC 10.24.040	Rabies	3
SMC 10.24.060	Property Damage by Animal	3
SMC 10.24.090	Sale of Animals	2
<u>SMC 10.24A180</u>	<u>Animal Safety – Animal Left in Vehicle or</u>	<u>2</u>
	<u>Enclosed Space</u>	
SMC 10.33A.055	Sell, Use, Discharge Fireworks	1
SMC 12.02.910 SMC 12.02.914	No Tree Permit; Destroy, Injure Street Tree, or Other Violations	1
SMC 17F.100.050	Disposal of Liquid Waste in Unapproved Place or Manner	1
SMC 17G.050.050	Ex Parte Contact with Adjudicative Officer	2

Section 2. That a new section is added to Chapter 10.24A. of the Spokane Municipal Code.

Section SMC 10.24A.180 ANIMAL SAFETY – ANIMAL LEFT IN VEHICLE OR ENCLOSED SPACE

- (1) To protect the health and safety of an animal, an animal control officer or law enforcement officer who reasonably believes that an animal is suffering or is likely to suffer harm from exposure to excessive heat, cold, lack of ventilation, or lack of necessary water is authorized to enter a vehicle or enclosed space to remove an animal by any means reasonable under the circumstances if no other person is present in the immediate area who has access to the vehicle or enclosed space and who will immediately remove the animal. An animal control officer, law enforcement officer, or the department or agency taking such action to remove the animal is not liable for any damage to property resulting from actions taken under this section.
- (2) It is a class 2 civil infraction under SMC 1.05.210 to leave or confine any animal unattended in a motor vehicle or enclosed space if the animal could be harmed or killed by exposure to excessive heat, cold, lack of ventilation, or lack of necessary water.

(3) Nothing in this section prevents the person who has confined the animal in the vehicle or enclosed space from being convicted of separate offenses for animal cruelty under RCW 16.52.205 or RCW 16.52.207.

Passed by the City Council on \_\_\_\_\_ 2015.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
07/13/2015

<b>Date Rec'd</b>	6/25/2015
<b>Clerk's File #</b>	ORD C35279
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN 625-6269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 AN ORDINANCE RELATING PARKING IN TAXI STANDS		

**Agenda Wording**

An ordinance relating to enhanced penalties for violation of regulations concerning parking in taxi stands and amending SMC section 08.02.083 and SMC section 16A.61.5705.

**Summary (Background)**

This ordinance increases the penalty for unauthorized parking in taxi stands from \$30 to \$100. It also strikes language which creates an exception to the prohibition on parking non-taxis in taxicab stands.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$		#
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<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	MCDANIEL, ADAM	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	SALSTROM, JOHN	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE		
<b><u>For the Mayor</u></b>	SANDERS, THERESA		
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

## ORDINANCE NO. C35279

An ordinance relating to enhanced penalties for violation of regulations concerning parking in taxi stands and amending SMC section 08.02.083 and SMC section 16A.61.5705.

The City of Spokane does ordain:

Section 1. That chapter 08.02 of the Spokane Municipal Code is amended to read as follows:

### Section 08.02.083 Fees and Charges

#### A. Commercial Loading Zones.

The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:

1. one hundred dollars per year,
2. fifty dollars for the rest of the year when issued after June 30th,
3. fifteen dollars for a single occasion permit,
4. fifteen dollars for a transfer.

#### B. Special Loading Zones.

A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:

1. Commercial.
  - A. Quarterly: Three hundred fifty dollars per bag.
  - B. Monthly: One hundred twenty-five dollars per bag.
  - C. Daily: Fifteen dollars per bag.
2. News Media – Annually.

One thousand dollars for the first bag and five hundred dollars for each additional bag.
3. Charitable Nonprofit – Annually.

Sixty dollars per month per bag, with a maximum of two bags.

#### C. Removal of Parking Meters.

The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.

#### D. Parking Meters.

1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:
  - A. Thirty-minute space: Sixty cents per thirty minutes.



- B. Two-hour space: One dollar twenty cents per hour.
- C. Four-hour space: Eighty cents per hour.
- D. All day space: Forty cents per hour.
- 2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.

E. Motor Vehicle Violations.

- 1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.
- 2. Unless otherwise provided, the basic penalties for parking infractions are:
  - A. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);
  - B. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);
  - C. fifteen dollars for expired meter parking (SMC 16A.61.5910);
  - D. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district [Cross reference: SMC 16A.61.5903];
  - E. one hundred dollars for parking in a taxicab stand as described in SMC 16A.61.5705;
  - F. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:
    - A. Second violation: Fifty dollars.
    - B. Third violation: One hundred dollars.
    - C. Fourth and additional violations: Two hundred dollars per violation.
  - G. thirty dollars for all others.
- 3. The additional penalty for failure to respond to a notice of traffic violation is twenty-five dollars.
- 4. There are, in addition, penalty assessments provided by state law.

F. Towing and Impound.

Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.

G. Criminal Violations.

The penalties for criminal traffic violations are as provided in the state traffic code.

H. Accident Reports.

The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.

I. Junk Vehicle Affidavit.

The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.

J. Motorist Information Signs.

The fees for follow-through signs from the freeway to the motorist service business are:

1. Fifty dollars as the application processing fee.
2. One hundred dollars as the installation fee for each sign installed.
3. Actual cost for purchasing the signs from the Washington department of transportation.
4. Actual cost for maintenance, repairs, and replacement; and
5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.

K. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

L. Scofflaw List Administrative Fee.

The fee for vehicles added to the scofflaw list is twenty five dollars.

M. Immobilization Administrative Fee.

The fee for immobilizing a vehicle is fifty dollars.

N. Residential Parking Passes.

The fee for a residential parking permit is twenty five dollars per month.

Section 2. That chapter 16A.61 of the Spokane Municipal Code is amended to read as follows:

Section 16A.61.5705 Taxicabs and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones

- A. The driver of a bus or taxicab shall not stand or park upon any public street or highway in the congested district at any place other than at a bus stop or taxicab stand, respectively, except that this provision shall not prevent the driver of any vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of, and while actually engaged in, loading or unloading passengers.

- B. No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed by the street director(~~(, except the driver of a passenger vehicle may temporarily stop therein for the purpose and while actually engaged in loading passengers, when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone))~~).
- C. The driver of a taxicab may park in a metered parking space if the meter is paid and then for a period not to exceed the designated time allotment on the meter.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

07/13/2015

**Date Rec'd**

6/30/2015

**Clerk's File #**

ORD C35280

**Renews #****Submitting Dept**

PLANNING &amp; DEVELOPMENT

**Contact Name/Phone**

TIRRELL BLACK 625-6185

**Contact E-Mail**

TBLACK@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Item Name**

0650 - ORDINANCE FOR CENTERS AND CORRIDORS

**Agenda Wording**

Ordinance relating to design standards and guidelines and minimum parking and site planting standards for sites located in Center and Corridor Zones; amending Spokane Municipal Code Sections 17C.122.060, 17C.230.120, 17G.040.020, and 17C.200.040.

**Summary (Background)**

Council Member Amber Waldref, in collaboration with members of the community, began working on revisions to the Initial Design Standards and Guidelines for Centers and Corridors in late 2014. The Plan Commission has held four workshops in 2015 and a public hearing on June 10, 2015 on this item. The goal is to encourage quality projects in the City's targeted center and corridor zones.

**Fiscal Impact**

Neutral \$

Select \$

Select \$

Select \$

**Budget Account**

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**Approvals****Dept Head**

WRIGHT, JO ANNE

**Division Director**

SIMMONS, SCOTT M.

**Finance**

SALSTROM, JOHN

**Legal**

RICHTMAN, JAMES

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session****Other**

CC Study Session 6/22/15

**Distribution List**

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**Additional Approvals****Purchasing**

## ORDINANCE NO. C35280

AN ORDINANCE relating to design standards and guidelines, and minimum parking and site planting standards, for sites located in Center and Corridor Zones; amending Spokane Municipal Code Sections 17C.122.060, 17C.230.120, 17G.040.020, and 17C.200.040.

WHEREAS, the Plan Commission recently considered a proposal to amend the City's design standards and guidelines, including minimum parking and site planting standards, for sites located in center and corridor zones, and to amend SMC 17G.040.020 relating to development applications subject to design review; and

WHEREAS, following appropriate environmental determinations and notice, the City Plan Commission held a public hearing on the proposal on June 10, 2015;

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code as outlined by SMC 17C.025.010(F), and voted 8 to 0 in favor or recommending that the City Council approve the amendments;

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the Spokane City Plan Commission Findings of Fact, Conclusions, and Recommendations, Proposed Amendment to Centers & Corridors Design Guidelines, Spokane Municipal Code Section 17C.122.060 Initial Design Standards and Guidelines for Centers and Corridors, dated June 10, 2015;--

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17C.122.060 is amended to read as follows:

### **17C.122.060 ((Initial)) Design Standards and Guidelines for Centers and Corridors**

The document titled “((Initial)) Design Standards and Guidelines for Centers and Corridors” is adopted by reference as a part of the ((initial)) land use code for centers and corridors and incorporated as Attachment “A” to the ((initial)) land use code for centers and corridors. All projects must address these standards and guidelines. The applicant assumes the burden of proof to demonstrate how a proposed design addresses these standards and guidelines. ~~((A determination of consistency with the standards and guidelines will be made by the planning director following an administrative design review process.))~~ For design standards and guidelines in “Attachment A” that are designated Requirement (R), an applicant may apply to the Design Review Board pursuant to the procedures set forth in chapter 17G.040 SMC, and the board may recommend approval of alternatives to strict compliance, upon a finding that the alternative satisfies the decision criteria for a design departure in SMC 17G.030.040.

The design standards and guidelines for all centers and corridors are also applicable to the sites located in the Type 4 mixed use transition zone. In addition, the design standards and guidelines for Type 1 centers and corridors are also applicable to the sites located in the Type 4 mixed use transition zone.

Section 2. That Attachment “A” to the land use code for centers and corridors, as referenced in SMC 17C.122.060, is amended as set forth in Exhibit “A” to this Ordinance.

Section 3. That SMC 17C.230.120 is amended as follows:

### **17C.230.120 Maximum Allowed Parking Spaces**

**A. Purpose.**

Limiting the number of spaces allowed promotes efficient use of land, enhances urban form, encourages use of alternative modes of transportation, provides for better pedestrian movement, and protects air and water quality. The maximum ratios in this section vary with the use the parking it is accessory to. These maximums will accommodate most auto trips to a site based on typical peak parking demand for each use.

**B. Maximum Number of Parking Spaces Allowed.**

Standards in a plan district or overlay zone may supersede the standards in this subsection.

**1. Surface Parking.**

The maximum number of parking spaces allowed is stated in Table 17C.230-1 and [Table 17C.230-2](#), except as specified in subsection (B)(2) of this section.

**2. Structure Parking.**

Parking provided within a building or parking structure is not counted when calculating the maximum parking allowed

<b>TABLE 17C.230-1</b> <b>PARKING SPACES BY ZONE [1]</b> <b>(Refer to Table 17C.230-2 for Parking Spaces Standards by Use)</b>		
<b>ZONE</b>	<b>SPECIFIC USES</b>	<b>REQUIREMENT</b>
RA, RSF, RTF, RMF, RHD	All Land Uses	Minimum and maximum standards are shown in <a href="#">Table 17C.230-2</a> .
O, OR, NR, NMU, CB, GC, Industrial		
CC1, CC2, CC3 [2]	Nonresidential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.
	Residential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit <u>plus one per bedroom after 3 bedrooms.</u> ((;whichever is less.)) Maximum ratio is the same as for nonresidential uses.



CC4 [2]	Nonresidential	Minimum ratio is 2 stalls per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.
	Residential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit, whichever is less. Maximum ratio is the same as for nonresidential uses.
Downtown [2]	All Land Uses	See the <a href="#">Downtown Parking Requirement Map 17C.230-M1</a> to determine if parking is required. Minimum ratio for areas shown on the map that require parking is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit, whichever is less. Maximum ratio is 3 stalls per 1,000 gross square feet of floor area.
FBC [2]	All Land Uses	See <a href="#">SMC 17C.123.040</a> , Hamilton Form Based Code for off-street parking requirements.
Overlay	All Land Uses	No off-street parking is required. See the <a href="#">No Off-Street Parking Required Overlay Zone Map 17C.230-M2</a> and <a href="#">No Off-Street Parking Required Overlay Zone Map 17C.230-M3</a> .
[1] Standards in a plan district or overlay zone may supersede the standards of this table. [2] See exceptions in <a href="#">SMC 17C.230.130</a> , CC and Downtown Zone Parking Exceptions.		

Section 4. That SMC 17G.040.020 is amended as follows:

#### **17G.040.020 Development and Applications Subject to Design Review**

Development Applications Subject to Design Review.

The board shall review the design elements of the following developments and/or project permit applications:

- A. All public projects or structures.
- B. Shoreline conditional use permit applications.
- C. Skywalk applications over a public right-of-way.
- D. Projects seeking a design departure per chapter 17G.030 SMC, Design Departures, SMC 17G.030.030, Review Process.
- E. Within downtown zones:
  - 1. Within the central area identified on the Downtown Design Review Threshold Map 17G.040-M1:
    - a. New buildings and structures greater than twenty-five thousand square feet.

- b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade visible from an adjacent street.
  - 2. Within the perimeter area identified on the Downtown Design Review Threshold Map 17G.040-M1:
    - a. New buildings and structures greater than fifty thousand square feet.
    - b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade visible from an adjacent street.
  - 3. Within the gateway areas identified on the Downtown Design Review Threshold Map 17G.040-M1:
    - a. All new buildings and structures.
    - b. Modification of more than twenty-five percent (at minimum three hundred square feet) of a building façade fronting on a designated gateway street or within one hundred feet of an intersection with a gateway street.
  - 4. Sidewalk encroachment by private use.
- F. Within Centers & Corridors zones, application for Design Departures from the Design Standards and Guidelines for Centers and Corridors.
- G. F.. Any other development proposal or planning study about which the plan commission, planning director, or hearing examiner requests to have the board's advice pertaining to any design elements.
- H. G. Other developments or projects listed within the Unified Development Code that require design review.

Section 5. That SMC 17C.200.040 is amended as follows:

### **17C.200.040 Site Planting Standards**

Sites shall be planted in accordance with the following standards:

- A. Street Frontages.
  - 1. The type of plantings as specified below shall be provided inside the property lines:
    - a. along all commercial, light industrial, and planned industrial zoned properties except where buildings are built with no setback from the property line: a six-foot wide planting area of L2

- see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#). Remaining setback areas shall be planted in L3.
- b. along all downtown, CC1, CC2, and CC4 zoned properties except where buildings are built with no setback from the property line: a five-foot wide planting area of L2 see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#), Street Tree Requirements. Remaining setback areas shall be planted in L3. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, or raised masonry planters (overall height including any plantings shall not exceed three feet) may be used to screen parking lots from adjacent streets and walkways.
  - c. in the heavy industrial zone, along a parking lot, outdoor sales, or
  - d. outdoor display area that is across from a residential zone: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#). Remaining setback areas shall be planted in L3.
  - e. in industrial zones, all uses in the commercial categories (see [chapter 17C.190 SMC](#), Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.
  - f. along all RA, RSF, RTF, RMF, and RHD zones, except for single-family residences and duplexes: six feet of L3 open area landscaping, including street trees as prescribed in [SMC 17C.200.050](#). For residential development along principal and minor arterials, a six-foot high fence with shrubs and trees may be used for screening along street frontages. The fence and landscaping shall comply with the standards of [SMC 17C.120.310](#) for the clear view triangle and must be placed no closer than twelve feet from the curb line. A minimum of fifty percent of the fence line shall include shrubs and trees. The landscaping is required to be placed on the exterior (street side) of the fence.
2. Except for attached and detached single-family residences and duplexes, plantings may not exceed thirty-six inches in height or hang lower than ninety-six inches within the clear view triangle at street intersections on corner lots and at driveway entries to public streets. The clear view triangle is defined in [SMC 17C.120.310](#). The director of engineering services may further limit the height of plantings, landscaping structures, and other site development features within the clear view triangle or may expand the size of the clear view triangle as conditions warrant.



**B. Other Property Perimeters.**

A planting strip of five feet in width shall be provided along all other property lines except where buildings are built with no setback from the property line or where a parking lot adjoins another parking lot. In CC zoned subject properties, the planting strip shall be eight feet in width to enhance the screening between CC and Residential zoned properties. The type of planting in this strip varies depending upon the zone designation of the properties sharing the property line (with or without an intervening alley) as indicated in the matrix below. Where properties with dissimilar zones share a common boundary, the property with the more intense zone shall determine the required type of planting. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries. Therefore, instead of each property providing a five-foot wide planting strip, they together could provide one five-foot wide planting strip, so long as the required planting type, as indicated in the matrix, is provided. Types of landscaping to be provided in planting strips alongside and rear property lines:

SUBJECT PROPERTY ZONE (vertical)	ADJACENT PROPERTY ZONE (horizontal)												
	RA	RSF	RTF	RMF	RHD	O, OR	NR, NMU	CB	GC	CC	LI, PI	HI	DT
RA	--	--	--	--	--	--	--	--	--	--	--	--	--
RSF	--	--	--	--	--	--	--	--	--	--	--	--	--
RTF	--	--	--	--	--	--	--	--	--	--	--	--	--
RMF	L2	L2	L2	L3	L2	L2	L2	L1	L1	L1	--	--	L1
RHD	L2	L2	L2	L2	L3	L2	L2	L2	L2	L2	--	--	L2
O, OR	L2	L2	L2	L2	L2	L3	L2	L2	L2	--	--	--	L2
NR, NMU	L2	L1	L2	L2	L2	L2	L3	L3	L2	--	--	--	L3
CB	L1	L1	L1	L1	L2	L2	L3	L3	L3	--	--	--	L3
GC	L1	L1	L1	L1	L2	L2	L2	L3	L3	--	--	--	L3
<b>CC</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>L1</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>
LI, PI [3]	L1	L1	L1	L1	L1	L1	L2	--	--	--	--	--	--
HI [3]	L1	L1	L1	L1	L1	L1	L1	--	--	--	--	--	--
DT	L1	L1	L1	L1	L1	L2	L2	L3	L3	--	--	--	--
Notes: [1] In the industrial zones, all uses in the commercial categories (see <a href="#">chapter 17C.190 SMC</a> , Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.													

**C. Planning Director Discretion.**

The planning director shall have the discretion to waive or reduce the

requirements of subsections (A)(1) and (B) of this section based on the following factors:

1. No useable space for landscaping exists between the proposed new structure and existing structures on adjoining lots or alleys because of inadequate sunlight or inadequate width.
2. The building setback provided in front of the new structure is less than six feet or is developed as a plaza with decorative paving/pavers, trees, planters, or other amenities.
3. Xeriscape landscaping is utilized in designated stormwater control areas.
4. When existing trees and other vegetation serves the same or similar function as the required landscaping, they may be substituted for the required landscaping if they are healthy and appropriate for the site at mature size. When existing trees are eight inches or more in diameter, they shall be equivalent to three required landscape trees. If necessary, supplemental landscaping shall be provided in areas where existing vegetation is utilized to accomplish the intent of this chapter.

D. Other Areas.

All other portions of a site not covered by structures, hard surfaces, or other prescribed landscaping shall be planted in L3 open area landscaping until the maximum landscape requirement threshold is reached (see [SMC 17C.200.080](#)).

E. Parking Lot Landscaping Design.

1. Purpose.

To reduce the visual impact of parking lots through landscaped areas, trellises, and/or other architectural features that complement the overall design and character of developments.



2. Parking Lot Landscaping Design Implementation.

This section is subject to the provisions of [SMC 17C.120.015](#), Design Standards Administration.

3. The parking lot landscape shall reinforce pedestrian and vehicle circulation, especially parking lot entrances, ends of driving aisles, and pedestrian walkways leading through parking lots. (P)
4. Planted areas next to a pedestrian walkways and sidewalks shall be maintained or plant material chosen to maintain a clear zone between three and eight feet from ground level. (R)



5. Low walls and raised planters (a maximum height of three feet), trellises with vines, architectural features, or special interest landscape

features shall be used to define entrances to parking areas. Where signs are placed on walls, they shall be integrated into the design and complement the architecture or character of other site features. (P)

6. Landscape plant material size, variety, color, and texture within parking lots should be integrated with the overall site landscape design. (C)

F. Parking, Outdoor Sales, and Outdoor Display Areas.

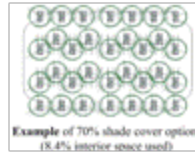
1. In residential, commercial and center and corridor zones, a six-foot wide planting area of L2 see-through buffer landscaping shall be provided between any parking lot, outdoor sales, outdoor display area, and a street right-of-way. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, raised masonry planters, or L1 visual screen landscaping shall be used to screen parking lots from adjacent streets and walkways (overall height including any plantings or structures shall not exceed three feet). Trees required as a part of the L2 landscape strip shall be located according to the standards for street trees in [SMC 17C.200.050](#), Street Tree Requirements.
2. In residential, commercial and center and corridor zones all parking stalls shall be within sixty feet of a planted area with L3 open area landscaping. All individual planting areas within parking lots shall be at least one hundred fifty square feet in size.
3. In residential, commercial and center and corridor zones all paved parking areas on a site with more than fifty cumulative parking spaces shall have plantings that satisfies one of the following options:
  - a. Option 1.

Interior landscaping consisting of L3 open area landscaping, including trees amounting to at least ten percent of the total area of the paved parking area, excluding required perimeter and street frontage strips. A minimum of one interior tree shall be planted for every six parking spaces.
  - b. Option 2.

Tree plantings shall be spaced in order that tree canopies cover a minimum of seventy percent of the entire paved area of the parking lot within fifteen years of project completion. Canopy coverage shall be measured in plan view, and be based on projected mature size of the selected tree species. All individual planting areas within parking lots shall be a minimum of eight feet in width, be at least one hundred fifty square feet in size, and in addition to the required trees, shall be planted with a living groundcover. See the "Landscape Plants for the Inland Northwest" issued by the Washington State University cooperative extension and the U.S. department of agriculture, available from the City planning services department, for acceptable mature tree size to be used when calculating canopy



size.



4. Where parking lots are located between the building and a street, the amount of required interior landscaped area shall be increased by fifty percent and the minimum amount of tree shade cover shall increase to eighty percent. Where parking lots are behind buildings, the amount of interior landscaping may be decreased by fifty percent of what the code requires and the minimum amount of tree shade cover shall decrease to fifty percent.
5. A planting strip of five feet in depth with L1 visual screen landscaping or site-obscuring decorative wood, iron, etc. fences or masonry walls at least six feet in height shall be installed along property lines where any adjacent single-family residential zone would have views of parking or service areas.
6. A minimum of two-foot setback shall be provided for all trees and shrubs where vehicles overhang into planted areas.



7. In industrial zones, parking lots, outdoor sales, and outdoor display areas that are abutting or across the street from residential zones are subject to all of the requirements of subsections (E) and (F) of this section.
8. In industrial zones, all uses in the commercial categories (see [chapter 17C.190 SMC](#), Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zones.
9. In downtown zones an applicant must demonstrate to the director that the following required elements meet the intent of the Downtown Design Guidelines. Key design elements for these features include integrating storm water facilities, improving the pedestrian environment, and adding public amenities next to surface parking; outdoor sales and outdoor display areas so that they help to define space and contribute to a more active street environment.
  - a. Surface Parking Lot Liner Walls in the Downtown Zones.  
Surface parking lots must have a solid, decorative concrete or masonry wall adjacent to a complete street and behind a sidewalk. The wall must have a minimum height above the surface of the parking lot of two and one-half feet and a maximum height of three feet. The wall shall screen automobile headlights from surrounding properties. A wrought iron fence may be constructed on top of the wall for a combined wall and fence height of six feet. An area with a minimum width of two

feet, measured from the property line, must be provided, landscaped and maintained on the exterior of the required wall. Such walls, fences, and landscaping shall not interfere with the clear view triangle. Pedestrian access through the perimeter wall shall be spaced to provide convenient access between the parking lot and the sidewalk. There shall be a pedestrian access break in the perimeter wall at least every one hundred fifty feet and a minimum of one for every street frontage. Any paving or repaving of a parking lot over one thousand square feet triggers these requirements.



Parking liner walls with plantings contribute to an interesting pedestrian environment. The parking liner wall and screen pictured above is enhanced by larger wall sections near automobile crossing points and a change in sidewalk scoring pattern. Both give cues to pedestrians and drivers.

- b. Surface parking lots in the Downtown zones are subject to the interior parking lot landscaping standard sections (F)(2) through (F)(6).
- c. The exterior boundary of all surface parking lots adjacent to any public right-of-way must include trees spaced no more than twenty-five feet apart. The leaves of the trees or any other landscaping features at maturity shall not obscure vision into the parking lot from a height of between three and eight feet from the ground. The species of trees shall be selected from the city's street tree list. If street trees exist or are provided consistent with [SMC 17C.200.050](#) then this landscaping strip may be omitted.
- d. Outdoor sales and display areas shall contribute to an interesting streetscape by providing the following:
  - i. Monument Features or Artistic Elements along the Street Edge between the Outdoor Display Area and the Sidewalk.  
These shall be integrated with display area lighting and pedestrian amenities.
  - ii. Additional Streetscape Features in the Sidewalk Environment.  
Items may include elements that improve the health of street trees and plantings, improve storm water management, or artistic features that improve the pedestrian environment. This may include items such as permeable pavers in the pedestrian buffer strip, increased soil volumes for street trees, suspended sidewalks around the street tree to increase the amount of un-compacted soils, and engineered soils to support larger and healthier trees.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

Exhibit “A”

Design Standards and Guidelines for Centers and Corridors (referenced as Attachment “A” in SMC 17C.122.060)



# INITIAL DESIGN STANDARDS AND GUIDELINES for CENTERS AND CORRIDORS

City of Spokane Planning Services  
Third Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3329  
(509) 625-6300  
[www.spokaneplanning.org](http://www.spokaneplanning.org)

Effective August 11, 2002

LMN Architects  
Revised Summer 2015

## GUIDELINES APPLICATION

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These Initial Design Standards and Guidelines for Centers and Corridors are applied within the CC1, CC2, CC4, and the optional CC3 zoning categories found on the Official City of Spokane Zoning Map. All projects must address the pertinent standards and guidelines. A determination of consistency with the standards and guidelines ~~will~~ shall be made by the Planning Director following an administrative design review process unless the applicant seeks a recommendation from the Design Review Board. If the Design Review Board issues a recommendation, that recommendation will be forwarded to the Director.

Some of the guidelines contained in this document use the word “shall” while others use the word “should”.

Regardless of which term is used, each guideline must be addressed by an applicant. The City will expect to see how the design of a project has responded to every one of the guidelines.

The “shall” statements, with such wording, are absolutely mandatory and offer relatively little flexibility unless choices are provided within the statement itself. All projects must include these elements as described.

However, guidelines that use the word “should” are meant to be applied, but with some flexibility. They indicate that the City is open to design features that are equal to, or better than, that stated - so long as the intent is satisfied. The applicant assumes the burden of proof to demonstrate how a proposed design meets this test and determination will be made by the Director. In those instances designated with the “Requirement ®”, an applicant may seek relief through consultation with the Design Review Board following Chapter 17G.040.

Finally, it should be noted that there are other codes and ordinances that govern development in centers and corridors, such as the Building Code and Public Works Standards. The most restrictive code shall apply.



# TABLE OF CONTENTS

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## STANDARDS AND GUIDELINES FOR ALL CENTERS AND CORRIDORS

### SITE DESIGN

Buildings Along the Street .....	4
Buildings Along Intersection Corners.....	5
Sidewalk Encroachments .....	6
Lighting .....	7
Screening and Noise Control of Service Areas .....	8
Ancillary Site Elements .....	9
Parking lots:	
Curb Cut Limitations .....	10
Pedestrian Connections .....	11
Drive-Through Lanes .....	12

### BUILDING DESIGN

Transition Between Commercial and Residential ...	13
Façade Treatment:	
Treatment of Blank Walls .....	14
Prominent Entrances .....	15
Façade Transparency .....	16
Materials .....	17
Massing .....	18
Roof Form .....	19
Historic Context Considerations .....	20
Screening of Rooftop Equipment .....	21

## STANDARDS AND GUIDELINES FOR SITES ON PEDESTRIAN STREETS

### SITE DESIGN

Location of Parking Lots .....	22
Curb Cuts .....	23
Streetscape Elements .....	24

### BUILDING DESIGN

Street-Facing Entrances .....	25
Maximum Setback .....	26
Ground Level Details .....	27

## SUPPLEMENTARY STANDARDS AND GUIDE- LINES FOR TYPE 1 CENTERS AND CORRIDORS

### SIGN DESIGN

Pedestrian Oriented Signs .....	28
Integration with Architecture .....	29
Creative Graphic Design .....	30
Unique Landmark Signs .....	31
Ground Signs .....	32

## BUILDINGS ALONG STREET

### Requirement (R)

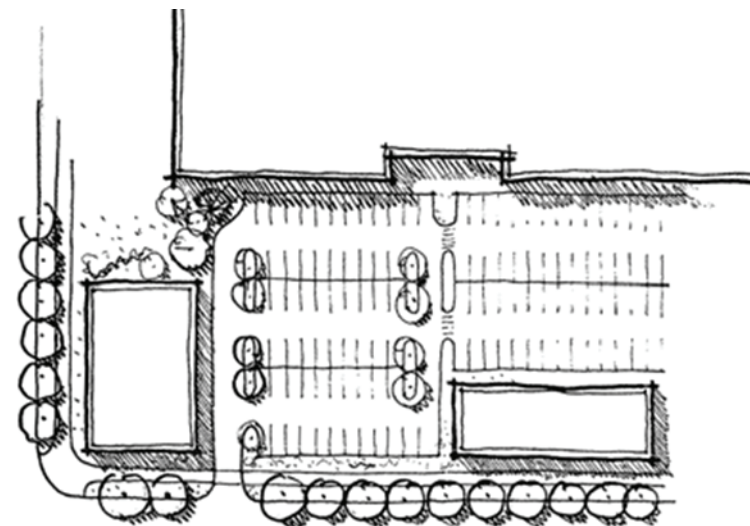
#### INTENT:

To ensure that at least some part of the development of a site contributes to the liveliness of sidewalks along the street.

#### GUIDELINES:

1. New development ~~should~~ shall not have ~~only~~ parking between buildings and the street and at least 30% of the frontage of the site shall consist of building facades. In shopping centers, buildings shall be placed along the sidewalk so that at least 15% of the frontage of the site consists of building façades.
2. Buildings placed along sidewalks shall have windows and doors facing the street (see “Façade Transparency” and “Prominent Entrances”) and shall incorporate other architectural features (see “Ground Level Details” and “Treatment of Blank Walls”).

Deviation from this guideline must meet the intent of this section and requires a recommendation of approval by the Design Review Board.



smaller building placed along the sidewalk



building entrance is located at the corner of the intersection

## BUILDINGS ALONG INTERSECTION CORNERS

### Requirement (R)

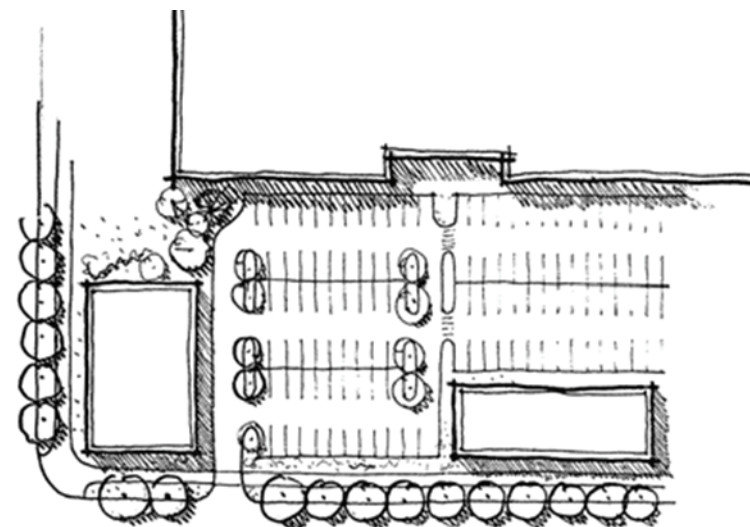
#### INTENT:

To utilize building placement and massing along intersection corners to create an environment that frames the public realm and creates an urban street edge and contributes to the liveliness of sidewalks.

#### GUIDELINES:

1. Buildings shall hold the street corner, although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable.
2. When there is more than one intersection corner on the site, the building shall be oriented to the corner with the highest category street. For example the intersection of a principal arterial and a principal arterial would be preferred over the intersection of a principal arterial and a minor arterial.

Deviation from this guideline must meet the intent of this section and requires a recommendation of approval by the Design Review Board.



smaller building placed along the sidewalk



building entrance is located at the corner of the intersection

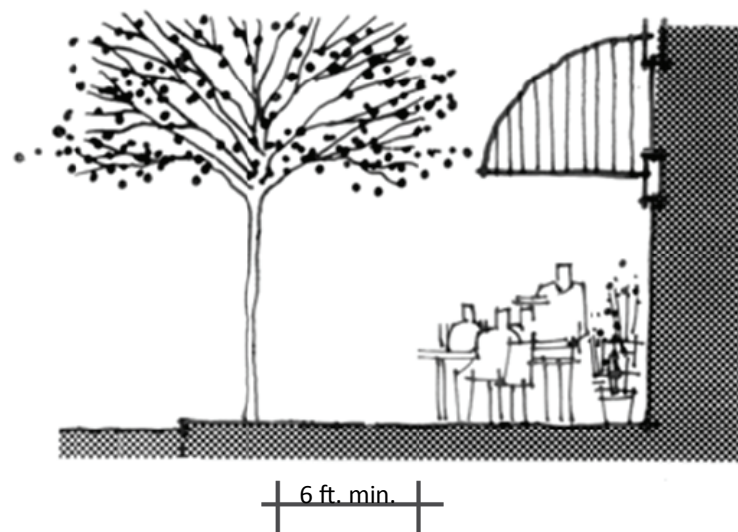
## SIDEWALK ENCROACHMENTS

### INTENT:

To ensure that there is a minimum clear, unobstructed walking route along sidewalks.

### GUIDELINES:

Temporary sidewalk encroachments are allowed. Café seating, planters, ramps, stairs, and sandwich board signs which are located on the sidewalk shall be located in such a manner as to leave a pathway at least 4- six feet wide that is free of obstructions.



café seating on sidewalk leaving enough space for pedestrian movement



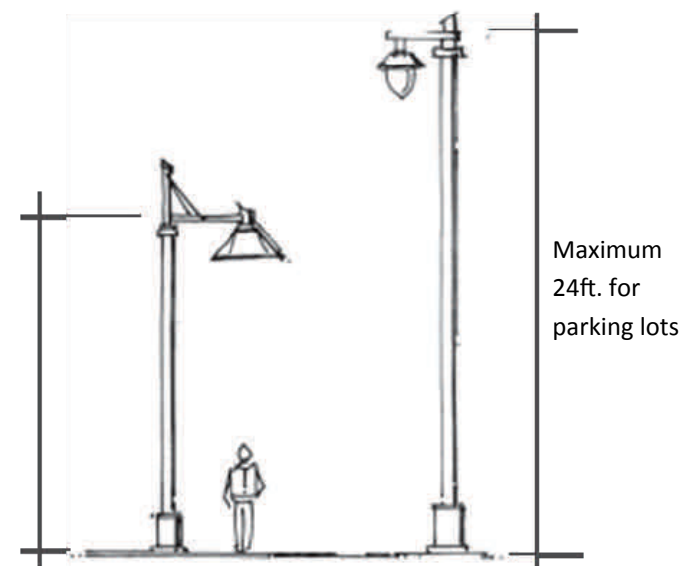
# Lighting

## INTENT:

To ensure that site lighting contributes to the character of the site and does not disturb adjacent development.

## GUIDELINES:

1. Lighting shall be provided within parking lots and along pedestrian walkways.
2. Lighting fixtures shall be limited to heights of 24 ft. for parking lots and 16 ft. for pedestrian walkways.
3. All lighting shall be shielded from producing off-site glare, either through exterior shields or through optical design inside the fixture, so that the direction of light is downward.



lot lighting



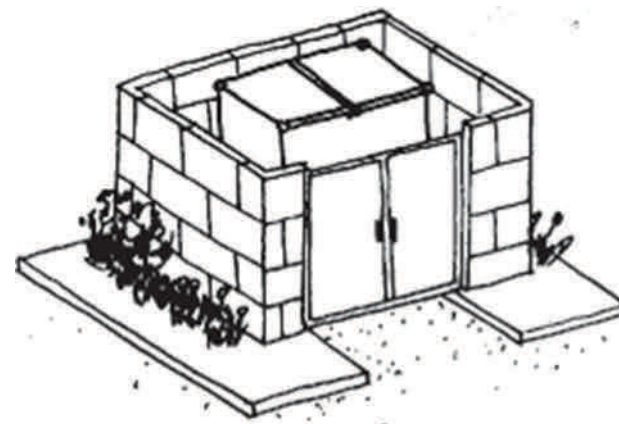
## SCREENING AND NOISE CONTROL OF SERVICE AREAS

### INTENT:

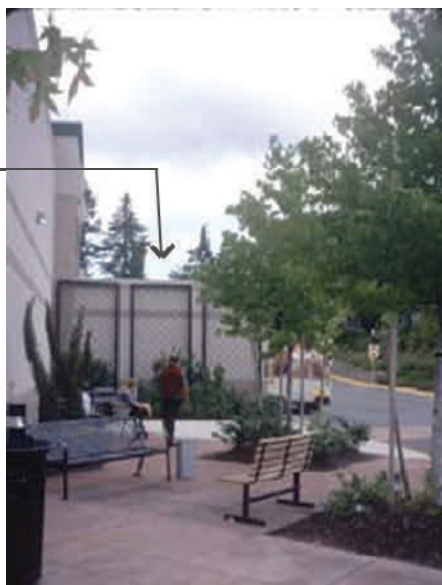
To reduce the impact of service, loading and trash storage areas.

### GUIDELINES:

1. All service, loading and trash collection areas shall be screened by a combination of decorative walls of either masonry, wood, or vinyl, and with planting that meets L2 requirements in SMC 17C.200.
2. Loading and service areas should not face or be adjacent to any residential district, unless no other location is possible.
3. Trash storage areas shall be setback a minimum of 15 feet from street property line.



Service and loading  
area behind wall with  
trellis and planting



screening of service area



Screening of trash area by wall and planting



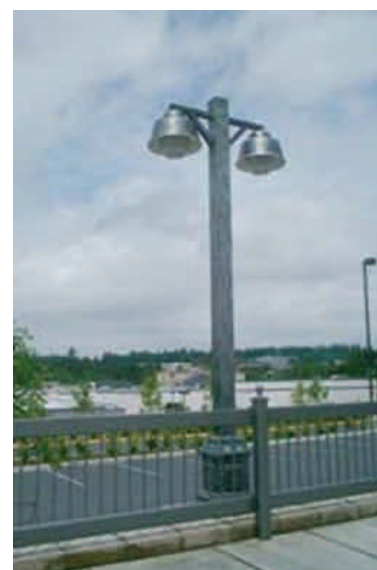
## ANCILLARY SITE ELEMENTS

### INTENT:

To make site elements compatible with each other.

### GUIDELINES:

Site furnishings, such as fences, walls, refuse enclosures, light fixtures, carports and storage units, shall be designed to be integrated with the architectural design of the primary structure(s).



light fixture



Storage units

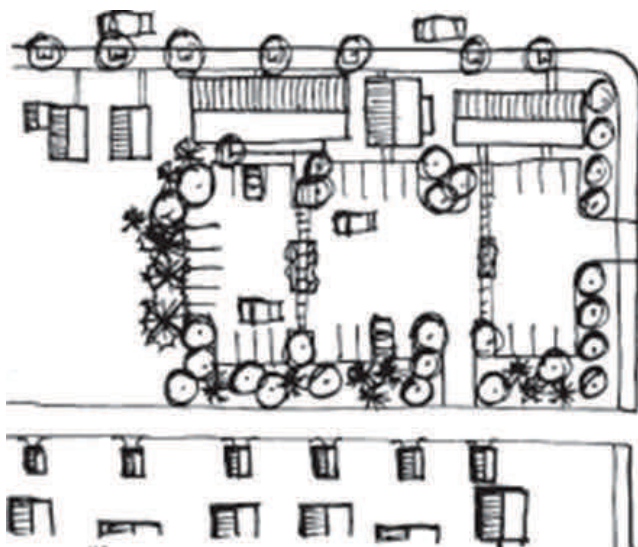
## CURB CUT LIMITATIONS

### INTENT:

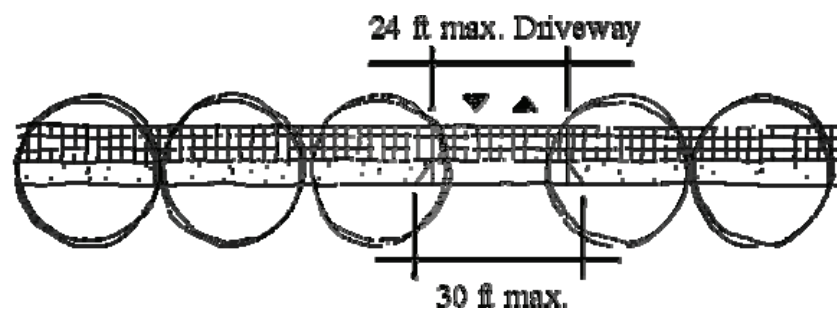
To provide safe, convenient vehicular access without diminishing pedestrian safety.

### GUIDELINES:

1. A curb cut for a nonresidential use should not exceed 30 feet for combined entry/exits. Driveway width where the sidewalk crosses the driveway should not exceed 24 feet in width.
2. The sidewalk pattern shall carry across the driveway.
3. Adjacent developments should share driveways, to the greatest extent possible.
4. Vehicular access should be designed so that traffic is not directed through an abutting residential zone.



shared driveway reduces curb cuts



sidewalk pattern is visibly continuous

## PEDESTRIAN CONNECTIONS IN PARKING LOTS

### INTENT:

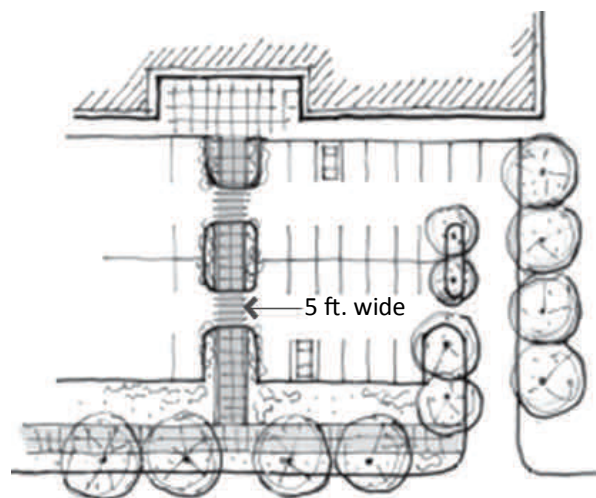
To create a network of safe and attractive linkages for pedestrians.

### GUIDELINES:

1. Within parking lots containing more than 30 stalls, clearly defined pedestrian connections should be provided:
  - Between a all public right-of-way and building entrances
  - Between parking lots and building entrances

Pedestrian connections can be counted toward the amount of required landscaping.

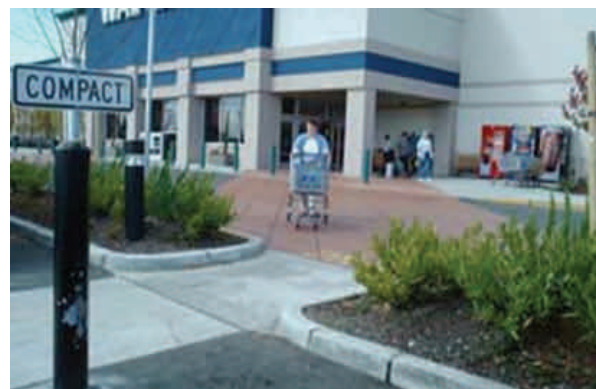
2. Pedestrian connections shall not be less than 5 feet wide.
3. Pedestrian connections shall be clearly defined by at least two of the following:
  - 6 inch vertical curb.
  - Textured paving, including across vehicular lanes.
  - A continuous landscape area at a minimum of 3 feet wide on at least one side of the walkway.
4. When there is a transit stop adjacent to the site, a pedestrian connection between the transit stops and building entrances, especially the prominent entrances, should be provided.
5. Pedestrian connections should maximize directness of travel between pedestrian origin and destination.



Pedestrian connection through parking lot, enhanced by paving and landscape



6 inch vertical curb defines pedestrian connection



Textured paving reinforces pedestrian connection

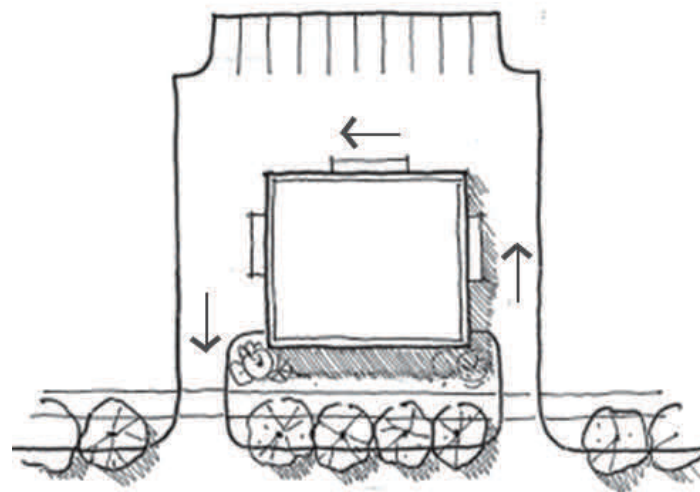
## DRIVE-THROUGH LANES

### INTENT:

To ensure that the streetscape environment is lively and not overwhelmed by the presence of automobiles.

### GUIDELINES:

~~Access and stacking~~ Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.



drive-through lanes less prominent from the street



## TRANSITION BETWEEN COMMERCIAL AND RESIDENTIAL DEVELOPMENT

### Requirement (R)

#### INTENT:

To ensure compatibility between the more intensive uses in centers and corridors and lower intensity uses of adjacent residential zones by incorporating design elements that soften transitions and protect light and privacy for adjacent residents.

#### GUIDELINES:

Code provisions require lower heights for portions of buildings that are close to single family residential zones. In addition, any side of the building visible from the ground level of an adjacent single family residential zone shall be given architectural treatment using ~~two-three~~ or more of the following:

- a. architectural details mentioned under “Ground Level Details”
- b. pitched roof form
- c. windows
- d. balconies
- e. if building is on the Spokane Register of Historic Places, the Secretary of the Interior’s Standards for rehabilitation historic design guidelines shall apply.

Deviation from using three of these architectural treatments must meet the intent of this section and requires a recommendation of approval by the Design Review Board.



backside of the building viewed from adjacent residential road



Form and scale of commercial buildings compatible with adjacent residential uses

STANDARDS AND GUIDELINES FOR  
ALL CENTERS AND CORRIDORS

## TREATMENT OF BLANK WALLS

## INTENT:

To ensure that buildings do not display blank, unattractive walls to the adjacent street or residential areas.

## GUIDELINES:

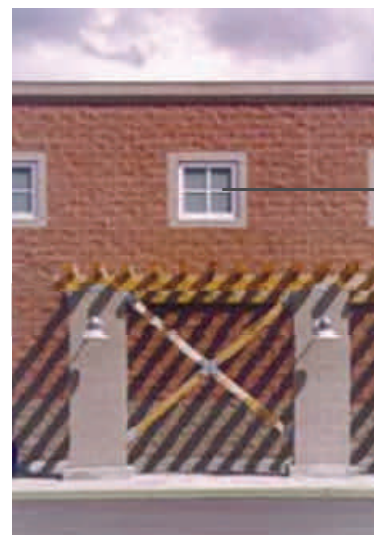
Walls or portions of walls where windows are not provided shall have architectural treatment wherever they face adjacent streets or adjacent residential areas (see guidelines for Façade Transparency). At least four of the following elements shall be incorporated into these walls:

- a. masonry (but not flat concrete block)
- b. concrete or masonry plinth at the base of the wall
- c. belt courses of a different texture and color
- d. Outward projecting cornice
- e. projecting metal canopy
- f. decorative tilework
- g. trellis containing planting
- h. medallions
- i. opaque or translucent glass
- j. artwork
- k. vertical articulation
- l. lighting fixtures
- m. Vertical landscape wall or "green wall"
- n. Display windows
- o. Signage as identified in "Pedestrian Oriented Signs"
- p. An architectural element not listed above, as approved, that meets the intent.



Projecting metal canopy, plinth, wall mounted light on a blank wall

blank wall near the entrance treated with canopy, plinth and horizontal belt courses



faux windows  
(back lighted at night)

trellis

Architectural treatment of blank walls



## PROMINENT ENTRANCES

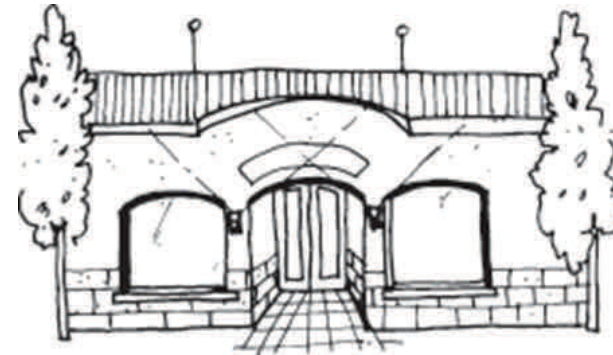
### INTENT:

To ensure that main building entrances are easily identifiable, and clearly visible and accessible from streets and sidewalks in order to encourage pedestrian activity and enliven the street.

### GUIDELINES:

1. The principal entry to a store / building shall be marked by
  - (a) ornamentation around the door, and
  - (b) at least one of the following:
    - Recessed entrance (recessed at least 3 ft.)
    - Protruding entrance (protruding at least 3 ft.)
    - Canopy (extending at least 5 ft.)
    - Portico (extending at least 5 ft.)
    - Overhang (extending at least 5 ft.)
2. When possible, the entrance should be considered a collection of elements:
  - Overhead: canopy, porches, building extensions
  - Transitional: stoops, courtyards, stairways, ramps, portals, pocket gardens, deck
  - Ground Surface: seating walls, special paving, landscaping, trees, lighting

Deviation from this guideline must meet the intent of this section and requires a recommendation of approval by the Design Review Board.



recessed entrance



protruding entrance



overhang entrance



entrance with portico  
and ornamental treat-  
ments

## FAÇADE TRANSPARENCY

### INTENT:

To provide visual connection between activities inside and outside the building.

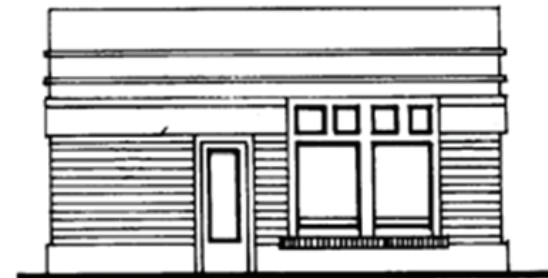
### GUIDELINES:

1. In residential, commercial or mixed-use, a minimum of 15% of any ground floor façade\* that is visible from and fronting on any abutting street shall be comprised of windows with clear, "vision" glass allowing views into the interior.
2. A minimum of 30% of any ground floor commercial or mixed-use building façade\* that is visible from, fronting on, and located within 60 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement.
3. A minimum of 50% of any ground floor commercial or mixed-use building façade\* that is visible from and located within 20 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement.

\* façade within 2 ft. and 10 ft. above the level of the adjacent sidewalk, walkway or ground level.



Visual connection between indoor and outdoor spaces



30% windows located within 60 ft. of street



50% clear facades located within 20ft of street

## MATERIALS

### INTENT:

To incorporate quality materials and architectural elements in the building design to support pedestrian oriented development.

### GUIDELINES:

1. Subject to the façade transparency requirements of these design standards and guidelines, street level exterior facades, up to 10 feet above the level of the adjacent sidewalk, walkway or ground level that face public streets or sidewalks, should be clad in durable materials compatible with an urban context, including materials such as stone, tile, metal, masonry, concrete, manufactured cement products, and/or glass.
2. Exterior Insulating Finish Systems (EFIS) and lapped siding products generally do not comply with the intent of the City's design standards and guidelines and are not allowed on ground floor exterior walls that face public streets or sidewalks.
3. On street frontages, exit corridors, garage openings, loading docks and all recesses, the design professional should provide a finished appearance to the street with street level exterior finishes fully wrapping into the openings.

## MASSING

### Requirement (R)

#### INTENT:

To reduce the apparent bulk of the buildings by ~~providing a sense of “base” and “top”~~ and provide buildings that frame and define the street and contributes to the quality of the public realm and pedestrian experience.

#### GUIDELINES:

1. Buildings ~~should~~ shall have a distinct “base” at the ground level, using articulation and high-quality materials such as noted in the Materials section. ~~stone, masonry, or decorative concrete.~~
2. The “top” of the building ~~should~~ shall be treated with a distinct outline ~~with elements such as a projecting parapet, cornice, or projection~~ that adds variation through varying heights, steps, or depths. See Roof Form section.
3. New structures shall incorporate vertical and horizontal modulations to develop distinctive architectural volumes, break monotonous volumes, and create fine-grain character in scale with adjacent neighborhood character.

Deviation from these guidelines must meet the intent of this section and be recommended by the Design Review Board.

different material at ground level to define a “base”





STANDARDS AND GUIDELINES FOR  
ALL CENTERS AND CORRIDORS

## ROOF FORM

## Requirement (R)

## INTENT:

To ensure that roof lines present a distinct profile and appearance for the building and expresses the neighborhood character.

## GUIDELINES:

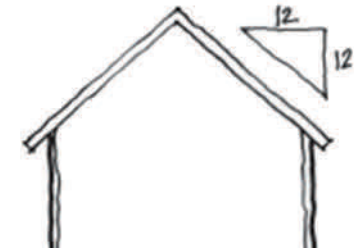
Buildings shall incorporate one of the following roof forms:

- pitched roofs with a minimum slope of 4:12 and maximum slope of 12:12, especially to highlight major entrances.
- outward projecting cornices to create a prominent edge when viewed against the sky.
- Flat roofs are to be used in reference to surrounding context, reinforce the architectural character of the street and be modulated to establish human scale interaction.
- Parapets without vertical or horizontal modulation in any 30 foot span shall have an outward projecting cornice of six inches minimum.
- Stepped parapets of varying heights (2 feet or 0.1 times the wall height), cornice or other architectural projection articulated through varying heights and depths.

Deviation from these guidelines must meet the intent of this section and be approved by the Design Review Board.



minimum slope



maximum slope



projecting cornice

## HISTORIC CONTEXT CONSIDERATIONS

### INTENT:

To ensure that infill and rehabilitation, when it is adjacent to existing buildings having historic architectural character, is compatible with the historic context within the neighborhood.

### GUIDELINES:

1. New development should incorporate historic architectural elements that reinforce the established character of a center or corridor but still remain a product of their own times. The following elements constitute potential existing features that could be reflected in new buildings:

- materials
- window proportions
- cornice or canopy lines
- roof treatment
- colors

2. When rehabilitating existing historic buildings, property owners are encouraged to follow the Secretary of the Interior's Standards for Rehabilitation\*.

- if original details and ornamentation are intact, they should be retained and preserved.
- if original details are presently covered, they should be exposed or repaired.
- if original details are missing, missing parts should be replaced to match the original in appearance. Remaining pieces or old photos should be used as a guide.

3. If a proposed building is not adjacent to other buildings having a desirable architectural character, it may be necessary to look at contextual elements found elsewhere within the area.

\* a copy is available at the 3rd floor of City Hall or on the Internet at [www.nps.gov](http://www.nps.gov)

new construction      historic building



new construction compatible with historic context



rehabilitated  
historic building



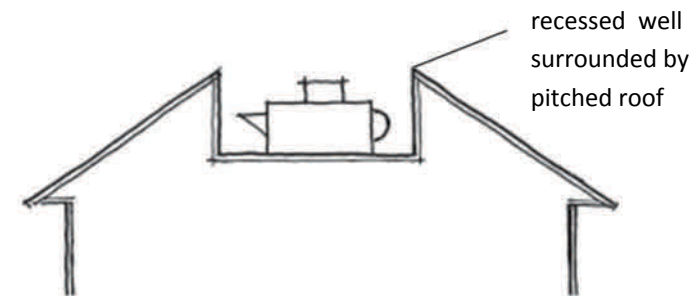
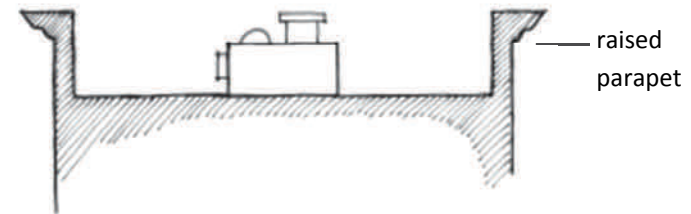
## SCREENING OF ROOFTOP EQUIPMENT

### INTENT:

To screen view of rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas.

### GUIDELINES:

1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.
2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.
3. Cell phone transmission equipment should utilize stealth design when located on rooftops. ~~be blended in with the design of the roofs, rather than being merely attached to the roof deck.~~



mechanical equipment  
behind the screen wall



rooftop treatment

STANDARDS AND GUIDELINES FOR SITES ON  
PEDESTRIAN STREETS

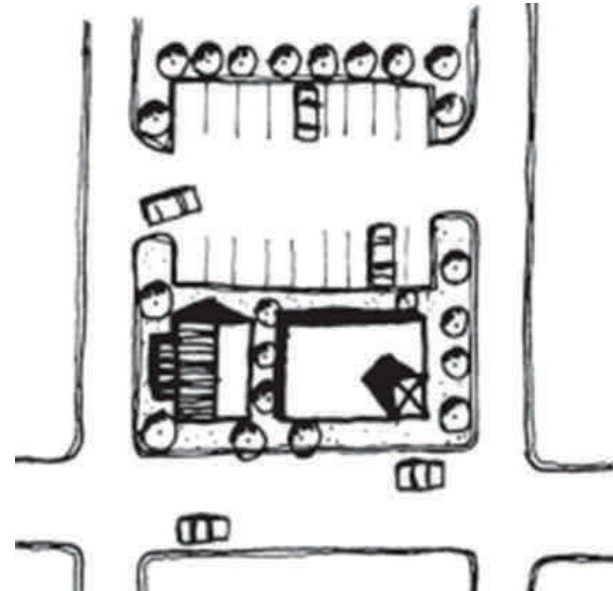
## LOCATION OF PARKING LOTS

### INTENT:

To maintain a contiguous, active pedestrian street front along designated Pedestrian Streets by locating parking lots behind buildings.

### GUIDELINES:

1. Parking lots shall not be located between a building and a Pedestrian Street.



parking lot behind the building



parking in rear

parking lot behind the building

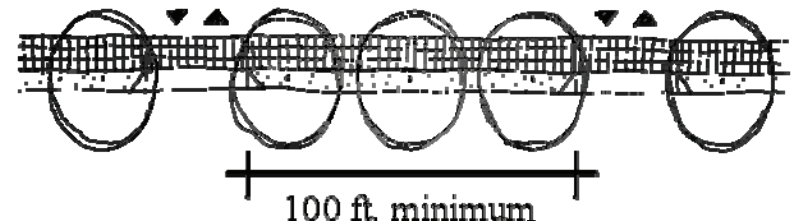
## CURB CUTS

### INTENT:

To maintain a continuous uninterrupted sidewalk by minimizing driveway access

### GUIDELINES:

1. Curb cuts within an ownership should be spaced at no less than 125 feet apart along a principal or minor arterial, and no more than 100 feet apart along a collector arterial.
2. Curb cuts shall not be located along a designated Pedestrian Street.
3. Access to parking should be from the alley, or from a side street if access from the alley is not possible. Access to parking shall not be from a Pedestrian Street unless no other means of access is possible.



STANDARDS AND GUIDELINES FOR SITES ON  
PEDESTRIAN STREETS

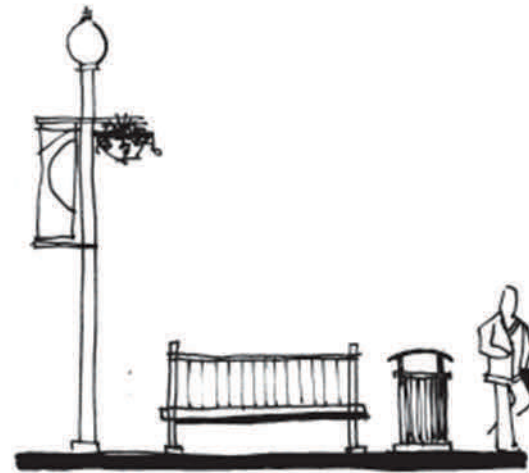
## STREETSCAPE ELEMENTS

### INTENT:

To create a more pedestrian friendly street through the use of site furnishings along designated Pedestrian Streets.

### GUIDELINES:

1. Publicly-usable site furnishings such as benches, tables, bike racks and other pedestrian amenities shall be provided at building entrances, plazas, open spaces, and/or other pedestrian areas for all buildings larger than 10,000 sf. Buildings less than this size are encouraged to include such amenities. Specific types of site furnishings shall be approved by the City.



Bench and trash receptacle grouped with sidewalk light



Bollards, trash receptacles and benches along the sidewalk



## STREET - FACING ENTRANCES

### INTENT:

To ensure that building entrances directly reinforce pedestrian activity on the Pedestrian Street sidewalks.

### GUIDELINES:

The primary entrance to the building shall be visible from and fronting on a Pedestrian Street.



street facing entrances





STANDARDS AND GUIDELINES FOR SITES ON PEDESTRIAN STREETS

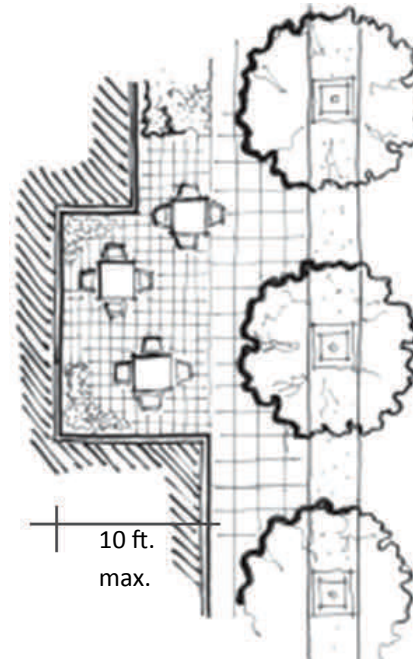
## MAXIMUM SETBACK

### INTENT:

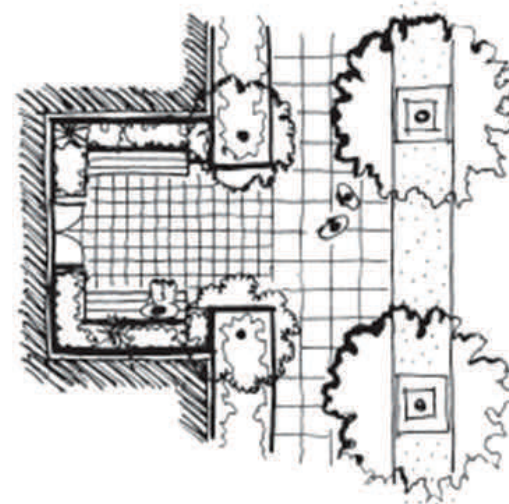
To create a lively, pedestrian friendly sidewalk environment.

### GUIDELINES:

Along Pedestrian Streets, buildings shall be set up to the back of the required sidewalk (see Setbacks section of Land Use Code for Centers and Corridors), except for a setback up to 10 ft. for the purpose of providing a publicly accessible “plaza”, “courtyard” or recessed entrance.



building is set back from sidewalk to provide plaza



building is set back from sidewalk for recessed entrance/forecourt



Building with no setback from sidewalk



STANDARDS AND GUIDELINES FOR SITES ON  
PEDESTRIAN STREETS

## GROUND LEVEL DETAILS

### INTENT:

To ensure that buildings along any Pedestrian Street display the greatest amount of visual interest and reinforce the character of the streetscape.

### GUIDELINES:

Façades of commercial, residential, and mixed-use buildings that face

Pedestrian Streets shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements:

- a. kickplates for storefront windows
- b. projecting sills
- c. pedestrian scale signs
- d. canopies
- e. Plinths
- f. containers for seasonal planting
- g. tilework
- h. Medallions
- i. Rolling doors or windows
- i. if building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for Rehabilitation historic design guidelines shall apply.



elements used at ground level



various ground  
level treatments



## ADDITIONAL STANDARDS AND GUIDELINES FOR TYPE 1 CENTERS AND CORRIDORS

### PEDESTRIAN ORIENTED SIGNS

#### INTENT:

To ensure that signs are interactive with people on foot.

#### GUIDELINES:

1. Signs shall be oriented to pedestrians, rather than people in vehicles. The following are types of signs that are oriented to pedestrians:
  - projecting signs (blade signs)
  - window signs (painted on glass or hung behind glass)
  - logo signs (symbols, shapes)
  - wall signs over entrance
  - sandwich board signs
  - ground signs
2. Pole signs shall not be permitted.



blade sign



wall sign



sandwich board sign



window sign

## INTEGRATION WITH ARCHITECTURE

### INTENT:

To ensure that signage is part of the overall design of a project and not additive or an afterthought.

### GUIDELINES:

1. The design of buildings and sites shall identify locations and sizes for future signs. As tenants install signs, such signs shall be in conformance with an overall sign program that allows for advertising which fits with the architectural character, proportions, and details of the development. The sign program shall indicate location, size, and general design.
2. Signs shall not project above the roof, parapet, or exterior wall.



Sign integrated with building order and bays

## ADDITIONAL STANDARDS AND GUIDELINES FOR TYPE 1 CENTERS AND CORRIDORS



sign integrated with the entrance



sign integrated with building mass



## ADDITIONAL STANDARDS AND GUIDELINES FOR TYPE 1 CENTERS AND CORRIDORS

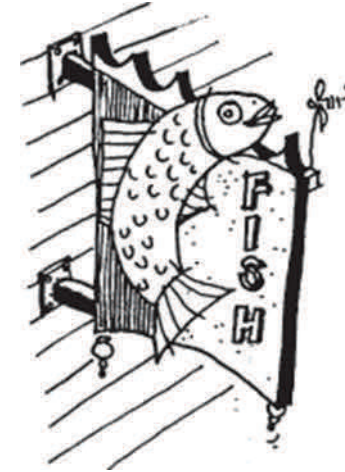
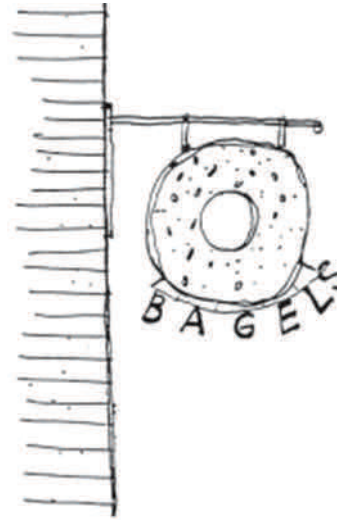
### CREATIVE GRAPHIC DESIGN

#### INTENT:

To encourage interesting, creative and unique approaches to the design of signs.

#### GUIDELINES:

1. Signs should be highly graphic in form, expressive and individualized.
2. Signs should convey the product or service offered by the business in a bold, graphic form.
3. Projecting signs supported by ornamental brackets and oriented to pedestrians are strongly encouraged.
4. If projecting signs or wall signs incorporate one-of-a-kind graphic elements, the size otherwise allowed by SMC 17C.240, Signs, 11.17, Sign Code, may be increased by 20%, so long as the sign is oriented to pedestrians.



sign expressing the product, integrated with graphic form



unique projecting signs

## UNIQUE LANDMARK SIGNS

### INTENT:

To respond to the unique character of the neighborhood and business.

### GUIDELINES:

1. Retain existing historic signs and landmark structures that feature the character of the area.
2. New landmark signs should correspond to the location, setting and type of businesses and shall be approved by the Planning Director.

### ADDITIONAL STANDARDS AND GUIDELINES FOR TYPE 1 CENTERS AND CORRIDORS



unique landmark sign to express the type of business



Regionally famous landmark structure the milk-bottle restaurant



landmark sign at Garland District

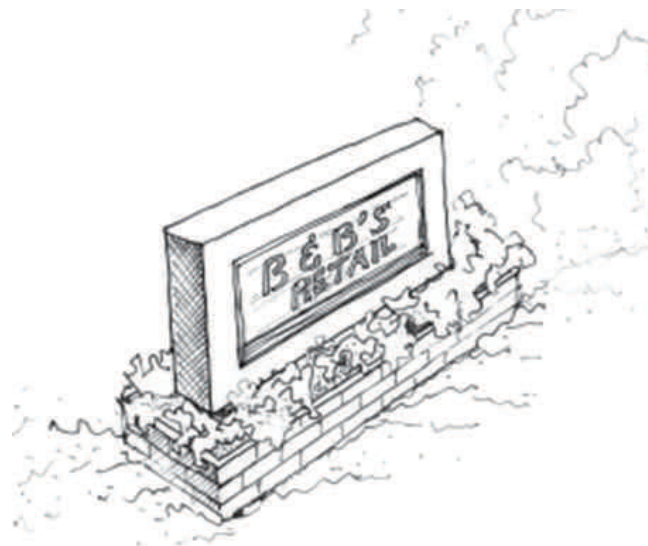
## GROUND SIGNS

### INTENT:

To ensure that signs are not principally oriented to automobile traffic.

### GUIDELINES:

1. Pole signs shall be prohibited. All freestanding signs shall be ground signs no higher than 5 ft feet total.
2. The base of any ground sign shall be planted with shrubs and seasonal flowers.



ground sign with landscaping and sculpture



**Spokane City Plan Commission  
Findings of Fact, Conclusions, and Recommendations  
Proposed Amendment to Centers & Corridors Design Guidelines  
Spokane Municipal Code Section 17C.122.060 Initial Design Standards and  
Guidelines for Centers and Corridors**

**A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Unified Development Code. The proposal amends design guidelines for the Centers & Corridors zones, including zones CC1, CC2, CC3, and CC4 by making changes to Spokane Municipal Code (SMC) Chapter 17C.122 Center and Corridor Zones, Chapter 17C.230 Parking, Chapter 17C.200 Landscaping and Screening and Chapter 17G.040 Design Review Board Administration and Procedures.**

**Findings of Fact:**

- A.** The Plan Commission has been asked to consider and make recommendations to the City Council on proposed amendments to chapter 17C.122.060 of the Spokane Municipal Code relating to design standards and guidelines in the City's Center and Corridor (CC) Zones.
- B.** Staff worked with City Member Amber Waldref to develop and present a draft proposal to the Plan Commission. Plan Commission workshops were held on this topic to review interim drafts on February 25, March 25, April 22 and May 13, 2015.
- C.** A public open house was held on February 4, 2015, at the West Central Community Center, to receive public feedback on the proposed amendments to Centers & Corridors Design Guidelines. The City provided a mailed postcard notice of the open house to all property owners and taxpayers of record located within CC zones as shown by the most recent Spokane County Assessor's record. The City also advertised on social media channels and its website.
- D.** The purpose of the proposed amendments is to foster an economically vibrant, pedestrian-safe and walkable, mixed-use environment in the City's Center and Corridor Zones as envisioned in the Comprehensive Plan.
- E.** The proposal is consistent with and implements the following provisions of the City of Spokane's Comprehensive Plan:
  - Land Use 3.2 Centers & Corridors – *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*
  - Land Use 3.5 Mix of Uses in Centers – *Achieve a proportion of uses in centers that will stimulate pedestrian activity and create mutually reinforcing land uses.*

- Land Use 4.2 Land Uses that Support Travel Options - *Provide a compatible mix of housing and commercial uses in neighborhood centers, district centers, employment centers, and corridors.*
  - Urban Design & Historic Preservation Chapter, DP 3.1 Commercial Areas – *Make aesthetic and functional improvements to commercial areas in order to improve their image, appeal, and sales potential.*
  - Urban Design & Historic Preservation Chapter, DP 3.3 Buffers and Transitions – *Use landscaped buffers and less intense land uses between incompatible industrial, commercial, and residential uses.*
  - Urban Design & Historic Preservation Chapter, DP 3.6 Business Entrance Orientation – *Create a sense of cooperation and neighborliness by orienting one or more building entrances of commercial building facades toward the pedestrian sidewalks and pathways that lead to adjoining residential neighborhoods.*
  - Urban Design & Historic Preservation Chapter, DP 6.3 Transit and Pedestrian-Oriented Development – *Encourage attractive transit and pedestrian-oriented development.*
- F.** Staff made a presentation regarding the proposal to the Design Review Board on March 25, 2015 and May 27, 2015.
- G.** On May 26, 2015 staff requested Washington State Department of Commerce grant expedited review from the Growth Management Services Division. On June 8, 2015, the Washington State Department of Commerce and appropriate state agencies were given the expedited review 14-day notice before adoption of proposed changes to the Spokane Municipal Code.
- H.** A Determination of Non Significance (DNS) was issued on May 26, 2015 under WAC 197-11-304(2) with City of Spokane Planning the lead agency. The lead agency will not act on this proposal until June 10, 2015.
- I.** Appropriate notice of the Plan Commission hearing was published in the Spokesman Review on May 27, 2015 and June 3, 2015.
- J.** The Community Assembly was briefed by Council Member Waldref on November 7, 2014 and December 5, 2014.
- K.** The City Plan Commission held a public hearing on June 10, 2015 to obtain public comments on the proposed amendments.

#### **Conclusions:**

- A.** The Plan Commission has reviewed all public testimony received during the public hearings.
- B.** The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

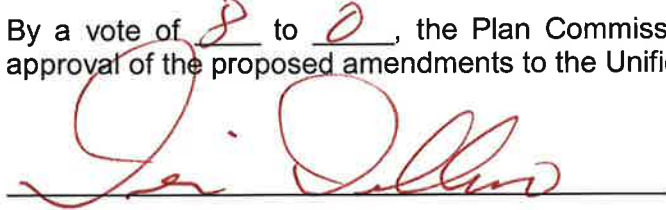
#### SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendments are consistent with the applicable provisions of the comprehensive plan; and

2. The proposed amendments bear a substantial relation to public health, safety, welfare, and protection of the environment.
- C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's Comprehensive Plan.

**Recommendations:**

By a vote of 8 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Unified Development Code.



**Dennis Dellwo, President  
Spokane Plan Commission  
June 10, 2015**

**SPOKANE ENVIRONMENTAL ORDINANCE  
NONPROJECT DETERMINATION OF NONSIGNIFICANCE**

**FILE NO(S):** *City of Spokane Amendment of SMC 17C.122.060 – Centers & Corridors Design Guidelines*

**PROPOSER:** *City of Spokane, Planning & Development*

**DESCRIPTION OF PROPOSAL:** *An ordinance relating to the Design Guidelines for sites located within Centers and Corridors zoning areas, amending the Centers & Corridors Design Standards adopted within SMC 17C.122.060 as "Attachment A"; and amending the following sections of the code: SMC Section 17C.230.120; SMC 17C.200.040; SMC Section 17G.040.020*

**LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY:** *This is a citywide development code amendment that applies to areas currently zoned centers & corridors within the City of Spokane.*

**LEAD AGENCY:** *City of Spokane, Planning & Development*

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

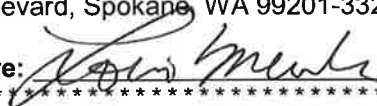
- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- ☒ This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments must be submitted no later than June 10, 2015 at 4:00 p.m. if they are intended to alter the DNS.

\*\*\*\*\*

**Responsible Official:** Louis Meuler

**Position/Title:** Interim Director, Planning and Development      **Phone:** (509) 625-6300

**Address:** 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329

**Date Issued:** May 26, 2015      **Signature:**  \_\_\_\_\_

\*\*\*\*\*

**APPEAL OF THIS DETERMINATION**, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

\*\*\*\*\*

## Environmental Checklist

### Purpose of Checklist:

File No. Centers &  
Corridors Design  
Standards Update  
(updated May 2015)

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

### Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

### Use of checklist for nonproject proposals:

Complete this checklist for nonproject proposals, even though questions may be answered "does not apply."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

## A. BACKGROUND

1. Name of proposed project, if applicable: An ordinance amending Section 17C.122.060, Initial Design Standards and Guidelines for Centers and Corridors of the Spokane Municipal Code. This is a non-project action.

2. Name of applicant: City of Spokane, City Council Office

3. Address and phone number of applicant or contact person: Council Member Amber Waldref, 808 W Spokane Falls Blvd, Spokane WA 99201; 509-625-6255.

4. Date checklist prepared: ~~November 6, 2014~~ Revised May 18, 2015

5. Agency requesting checklist: Planning Department, City of Spokane, WA

6. Proposed timing or schedule (including phasing, if applicable):

~~Legislation Adoption Winter 2014.~~ Late summer 2015

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No. This is a non-project action.

b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain.

No. This is a non-project action.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to his proposal.

None required for this non-project action.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affection the property covered by your proposal? If yes, explain.

No. This is a non-project action.

10. List any government approvals or permits that will be needed for your proposal, if known.

No. This is a non-project action.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this



page.

*An ordinance amending Section 17C.122.060, Initial Design Standards and Guidelines for Centers and Corridors and amending Attachment "A" of this section of the Spokane Municipal Code. Associated additional sections of Spokane Municipal Code will be amended: SMC 17C.230.120 Maximum Allowed Parking Spaces; 17G.040.020, Development and Applications Subject to Design Review; 17C.200.040 Site Planting Standards. This is a non-project action. These Design Standards are for new development within the Centers and Corridors zones within the limits of the City of Spokane. Centers and Corridors zoning is a "mixed use" zone which permits both commercial and residential development and encourages a walkable urban environment.*

12. Location of the proposal. Give sufficient information to a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.

*This proposal applies to property zoned Centers and Corridors, Type 1 (CC1), Centers and Corridors, Type 2 (CC2), Centers and Corridors Type 3 (CC3) and Centers and Corridors, Type 4 (CC4) within the corporate limits of the City of Spokane.*

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.)

This proposal is city-wide; All of the above.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

- (1) Describe any systems, other than those designed for the disposal of sanitary waste, installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities).

None. This is a non-project action.

- (2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored?

N/A.

- (3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal

systems.

N/A.

- (4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater?

No.

b. Stormwater

- (1) What are the depths on the site to groundwater and to bedrock (if known)?

N/A.

- (2) Will stormwater be discharged into the ground? If so, describe any potential impacts?

No.

**TO BE COMPLETED BY APPLICANT**

**B. ENVIRONMENTAL ELEMENTS**

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**1. Earth**

- a. General description of the site (circle one): *flat, rolling, hilly, steep slopes, mountains, other.*

This is a city-wide non- project action; there is a variety of topography within the city.

- b. What is the steepest slope on the site (approximate percent slope)?

N/A

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

N/A

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A

- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill:

N/A.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

This proposal does not regulate amounts of impervious surfaces.

- h. Proposed measures to reduce or control erosion or other impacts to the earth, if any:

N/A.

## **2. Air**

- a. What type of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.

N/A

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

N/A.

- b. Proposed measures to reduce or control emissions or other impacts to air, if any:

N/A

**3. Water**

a. SURFACE:

- (1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

City-wide non-project action. Latah Creek and the Spokane River flow through the boundaries of the City of Spokane.

- (2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

N/A

- (3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

N/A

- (4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

N/A

- (5) Does the proposal lie within a 100-year floodplain? \_\_\_\_ If so, note location on the site plan.

N/A.

- (6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

N/A

b. GROUND:

- (1) Will groundwater be withdrawn, or will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

N/A

- (2) Describe waste material that will be discharged into the ground from septic tanks or other sanitary waste treatment facility. Describe the general size of the system, the number of houses to be served (if applicable) or the number of persons the system(s) are expected to serve.

N/A

c. WATER RUNOFF (INCLUDING STORMWATER):

- (1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

N/A

- (2) Could waste materials enter ground or surface waters? If so, generally describe.

N/A



- d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water impacts, if any.

N/A

#### 4. Plants

- a. Check or circle type of vegetation found on the site: N/A.
- b. What kind and amount of vegetation will be removed or altered?

N/A

- c. List threatened or endangered species known to be on or near the site.

N/A

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

N/A

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site are known to be on or near the site:  
birds: *hawk, heron, eagle, songbirds, other: songbirds*  
mammals: *deer, bear, elk, beaver, other: none*  
fish: *bass, salmon, trout, herring, shellfish, other: none*  
other: \_\_\_\_\_

- b. List any threatened or endangered species known to be on or near the site.

N/A

- c. Is the site part of a migration route? If so, explain.

N/A

- d. Proposed measures to preserve or enhance wildlife, if any:

N/A.

#### 6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating,

manufacturing, etc.

Non-project action;

N/A

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

N/A

## 7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe.

N/A

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- (1) Describe special emergency services that might be required.

N/A

- (2) Proposed measures to reduce or control environmental health hazards, if any:

N/A

b. NOISE:

- (1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

N/A

- (2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

N/A

- (3) Proposed measure to reduce or control noise impacts, if any:

N/A

## 8. Land and shoreline use

- a. What is the current use of the site and adjacent properties?

Not a project action.

- b. Has the site been used for agriculture? If so, describe.

N/A

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Agency Use  
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- c. Describe any structures on the site.

N/A

- d. Will any structures be demolished? If so, which?

N/A

- e. What is the current zoning classification of the site?

Areas zoned CC1, CC2, CC3 (overlay) and CC4 are affected by this proposed amendment to the Design Guidelines.

- f. What is the current comprehensive plan designation of the site?

Areas zoned CC1 and CC2 are designated CC Core on the City's Comprehensive Plan Land Use Map. CC3 is an overlay and has a mix of underlying Comprehensive Plan Land Use Map designations. CC4 areas are designated CC Transition on the Land Use Plan Map.

- g. If applicable, what is the current shoreline master program designation of the site?

N/A

- h. Has any part of the site been classified as a critical area? If so, specify.

N/A

- i. Approximately how many people would reside or work in the completed project?

N/A

- j. Approximately how many people would the completed project displace?

N/A

- k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

N/A. This is a non-project action which does change existing land use plan map designations or zoning categories. These changes are in harmony with existing Comprehensive Plan Goals and Policies.

## 9. Housing

- a. Approximately how many units would be provided, if any?  
Indicate whether high, middle or low-income housing.

N/A

- b. Approximately how many units, if any, would be eliminated?  
Indicate whether high-, middle- or low-income housing.

N/A

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

## 10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

This non-project action does not amend any height standards.

- b. What views in the immediate vicinity would be altered or obstructed?

This non-project action does not regulate views.

- c. Proposed measures to reduce or control aesthetic impacts, if any:

This non-project action is designed to improve aesthetic impacts within Centers and Corridors zoning districts. The previous design standards were adopted as an interim step in December 2005. Some developments have not met the intent of the code. This proposal seeks to address unintended aesthetic impacts and to clarify the Design Standards to improve their usability.

## 11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

- c. What existing off-site sources of light or glare may affect your proposal?

N/A.

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

## **12. Recreation**

- a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

- b. Would the proposed project displace any existing recreational uses? If so, describe.

N/A

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

N/A

## **13. Historic and cultural preservation**

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.

N/A

- b. Generally describe any landmarks or evidence of historic archaeological, scientific or cultural importance known to be on or next to the site.

N/A

- c. Proposed measures to reduce or control impacts, if any:

N/A

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Only



#### 14. Transportation

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

This is a non-project action that does not propose new streets.

- b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

N/A

- c. How many parking spaces would the completed project have? How many would the project eliminate?

N/A

- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets not including driveways? If so, generally describe (indicate whether public or private).

N/A

- e. Will the project use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe.

N/A.

- f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak would occur.

Non-project action.

*(Note: to assist in review and if known indicate vehicle trips during PM peak, AM Peak and Weekday (24 hours).)*

- g. Proposed measures to reduce or control transportation impacts, if any:

N/A

#### 15. Public services

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- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

N/A

- d. Proposed measures to reduce or control direct impacts on public services, if any:

N/A

## **16. Utilities**

- a. Circle utilities currently available at the site: *electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:*

N/A

- b. Describe the utilities that are proposed for the project, the utility providing the service and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

### C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of **Nonsignificance** that it might issue in reliance upon this checklist.

Date: 9/14/2014

Signature: \_\_\_\_\_

Please **Print or Type**:

Proponent: City of Spokane, 808 W Spokane Falls Blvd \_\_\_\_\_

Phone: 509-625-6300 \_\_\_\_\_ Spokane WA 99201 \_\_\_\_\_

Person completing  
form (if different

from proponent): Tirrell Black, Assistant Planner\_\_Address: 808 W Spokane Falls Blvd

Phone: 509-625-6185 \_\_\_\_\_ Spokane WA 99201

#### FOR STAFF USE ONLY

Staff member(s) reviewing checklist: \_\_\_\_\_

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- ☒ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- ☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- ☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands?

This proposal does not affect such areas. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to protect such resources or to avoid or reduce impacts are:

N/A

\_\_\_\_\_  
\_\_\_\_\_

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Proposed measures to avoid or reduce shoreline and land use impacts are:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

This proposal will not increase demands on transportation or public services or utilities.

Proposed measures to reduce or respond to such demand(s) are:

N/A \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. None known. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the agency may withdraw any Determination of Nonsignificance that it might issue in reliance upon this Checklist.

Date:

Signature:



***Please Print or Type:***

Proponent: City of Spokane City Council  
Office

Address: 808 W Spokane Falls Blvd  
Spokane WA 99201

Phone: 509-625-6300

Person completing form (if different from proponent):

Tirrell Black, Assistant Planner

Address: 808 W Spokane Falls Blvd

Phone: 509-625-6300

**FOR STAFF USE ONLY**

Staff member(s) reviewing checklist:



Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

- A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.
- B. probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.
- C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

# *Active Living Research*

Using Evidence to Prevent Childhood Obesity  
and Create Active Communities



*Photo by Gary Hack*

## **Business Performance in Walkable Shopping Areas**

**TECHNICAL REPORT**  
*November 2013*

  
Robert Wood Johnson Foundation



# Business Performance in Walkable Shopping Areas

*This technical report was prepared by Gary Hack, PhD, Professor of Urban Design at the University of Pennsylvania.*

*For updates and a Web-based version of this report, visit [www.activelivingresearch.org](http://www.activelivingresearch.org).*

## TABLE OF CONTENTS

Executive Summary.....	3
Introduction .....	4
Defining Walkable Commercial Areas.....	4
What Research Tells Us About Walkable Shopping Areas.....	8
What Retail Experts Say About Walkable Shopping Areas .....	13
A Look at Examples of Walkable Shopping Areas .....	16
Traditional Shopping Streets.....	16
Case Study: Little Village, Chicago.....	20
Transit-oriented Shopping Areas .....	22
Case Study: Clarendon, Virginia.....	25
Case Study: Columbia Heights, Washington, DC.....	27
Case Study: Orenco Station, Hillsboro, Oregon.....	29
Larger Suburban Town Centers .....	31
Case Study: Kentlands Downtown, Gaithersburg, Virginia.....	33
Summary: What We Know About Walkable Shopping Areas .....	36
Learning More about Retail Performance .....	37
Additional Resources.....	39

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# Active Living Research

Using Evidence to Prevent Childhood Obesity  
and Create Active Communities

## TECHNICAL REPORT

November 2013

# Business Performance in Walkable Shopping Areas

## Executive Summary

Walkable commercial districts are a key component of communities that promote active living. Walking has great health benefits, including helping people maintain a healthy weight. This report examines whether there are also economic benefits to businesses in walkable communities. The study consisted of a meta-analysis of 70 studies and articles. However, there have been few studies that address economic performance directly and the author conducted an exploratory study of 15 walkable shopping areas judged as successful to examine the sources of success.

## KEY FINDINGS

- There is great enthusiasm for walkable shopping areas among retail experts, developers and many residents of urban and suburban areas;
- Walking shopping areas have a potential to prosper as a result of demographics, increased gas prices, public policies encouraging higher densities and changing life style preferences;
- Businesses can be successful if such areas reach a critical mass, cater to diverse needs, are located in higher density areas or have good mass transit service, and have a supermarket as an anchor;
- With success, enterprises in walkable shopping areas are able to pay higher rents for their space, and housing near walkable commercial areas commonly sells for higher prices than in more distant areas.

## IMPLICATIONS

While the economic performance of walkable shopping areas is worthy of continued empirical research, including interviewing merchants, all the evidence seems to suggest that walkable retail is on the upswing, and likely to grow over the next several decades. Since 45% of daily trips, on average, are made for shopping and running errands, encouraging walking is an important strategy in reducing obesity and improving health. It is also important to reducing energy usage and carbon emissions.

## Introduction

A growing body of research has established that walkable communities promote healthy living patterns.<sup>1,2,3</sup> Researchers also argue that compact walkable settlement patterns are important as a strategy for reducing automobile travel and lowering greenhouse gas emissions.<sup>4,5</sup> An essential aspect of walkability is having local shopping areas near the places people work and live. It seems self-evident that walk-in patronage would improve the prospects of local shopping areas. It should follow that walkability improvements made in commercial areas should improve the performance of businesses. Anecdotes abound about successes and failures of commercial districts that serve walk-in populations, yet this issue has been little studied in any systematic way.

This report assembles existing data, published studies, and consultant reports, to the extent we are able to identify them, on the subject of walkable shopping areas. The author also visited a number of walkable commercial areas and shares his impressions and conversations with merchants and owners in these areas.

## Defining Walkable Commercial Areas

Ultimately every person who shops arrives at a store on foot – except, of course, Internet shoppers and those who drive up to the windows of banks or fast food outlets. The shopper may have walked 50 feet from a car or half a mile from a home or office. The trip may involve one or multiple stops, combining shopping with a visit to a restaurant or an appointment with a dentist. Defining a commercial area as “walkable” requires distinctions to be made beyond how shoppers arrived at their destination and what they do once they arrive.

Those advocating the creation of walkable commercial areas can have in mind several quite different things. The prototypical image of a walkable commercial area is of a lively neighborhood-serving a cluster of shops, restaurants, bars and offices, lining a street and serving the needs of a nearby residential population. This is also the historical image of Main Street U.S.A., but a closer look at the reality on the ground reveals that these areas can be quite varied. Broadway, which extends for several miles as the spine of the Upper West Side of Manhattan, draws almost all of its patronage from pedestrians on foot, including many who live directly over the shops. In suburban shopping strips, such as Germantown Avenue in the Chestnut Hill section of Philadelphia, half or fewer of the shoppers may come on foot, with the balance driving and parking in lots behind the shops. The street may be bisected by heavy traffic (although with generous sidewalks, as on Broadway) or may be along a street where traffic has been “calmed,” and it is possible to park in front of a shop and cross from side to side with abandon, as on Water Street, the main street of Celebration, Florida. Or it may be a street closed to traffic entirely.

With all this variation, when do we call a commercial street a walkable area? The accessibility of the street, its friendliness to pedestrians, and the mix of uses along it qualify it as a walkable commercial area, rather than any particular physical characteristics. A “walkable commercial area” usually means that it is possible for a

significant fraction of patrons to arrive by some other mode than driving, and that they are in a welcome environment for strolling, meeting others and resting for a few moments. In short, they do not have to get in their car to visit store after store. In commercial terms, retail districts serving mainly nearby residents are usually referred to as “neighborhood shopping areas” or “community shopping areas,” depending upon their size and components.<sup>6,7</sup> They typically contain grocery and drug stores, hardware, dry cleaners, clothing and shoe stores, wine and beverage shops, and other stores catering to regular needs, as well as widely used services such as banks, hairdressers, and insurance agents. They may contain a sprinkling of restaurants and bars, and on occasion a movie theater or entertainment venue. Community retail centers typically cater to 10,000-30,000 residents or more. Unless they are in an area with high densities (such as Manhattan or the North Loop in Chicago) or have excellent transit access that creates an extended trade area, they have to rely upon people arriving in their cars as well as walk-in patronage.

Many neighborhood and community shopping areas have their origins in the web of historical streetcar lines that extended out from the centers of North American cities. Where these have been retained, as in Toronto, and parts of San Francisco, Philadelphia and New Orleans, or replaced by electrified trolleys as in Vancouver and Seattle, streets continue to play a vital role in serving the adjacent communities. Underground mass transit often reinforces the role of street-oriented shopping by creating a destination for commuters who shop before or after using transit.

Neighborhood and community shopping areas are distinguished from more local “convenience centers” that may consist simply of a 7/11 store and possibly a dry cleaners and one or two more shops, and from “regional centers” usually anchored by one or more department, discount, or home improvement stores and a large cluster of shops. Many regional centers (and all “super-regional centers”) have large areas devoted to pedestrians, but are usually oriented inwards, off the street, and only a handful of their patrons will come on foot. Despite the amenities they provide for pedestrians, they are not considered walkable commercial centers.

The term “walkable commercial area” is also typically applied to downtown pedestrian zones, where traffic has been removed or restricted, as on Third Street in Santa Monica California, Pearl Street Mall in Boulder Colorado, or Church Street Marketplace in Burlington Vermont. Frequently the mix of uses in these areas is shaded towards restaurants, entertainment and boutiques, rather than shopping for necessities. The majority of the patronage for such areas usually comes by transit or car, but many such areas have made concerted efforts to attract offices and residential uses nearby so that that they have a 24/7 life. However, the distinction between walkable centers and regional urban entertainment districts, such as Kansas City Light and Power or LA Live, is not easily settled by judging their walkability; unless they have a significant residential or work population (beyond those working in the commercial outlets) they probably should be considered in the same category as regional malls.

*Photos by Gary Hack*



*Germantown Avenue, Chestnut Hill, Philadelphia*



*Broadway, Upper West Side, New York*

**TABLE 1**  
**URBAN LAND INSTITUTE'S COMPARISON OF RETAIL CENTER TYPES<sup>8</sup>**

<b>Convenience Shopping Center</b>	
Anchors	Convenience grocery, drug store
Number of Stores	3 – 20 stores
Total Retail Space	10,000 – 30,000 square feet
Site Area	1 – 3 acres
Market Area Population	Under 20,000 people
Market Area Radius	Under 2 miles
<b>Neighborhood Shopping Center</b>	
Anchors	Supermarket and Drug Store
Number of Stores	10 – 40 stores
Total Retail Space	30,000 – 100,000 square feet
Site Area	1 – 3 acres
Market Area Population	10,000 – 30,000 people
Market Area Radius	1 – 3 miles
<b>Community Shopping Center</b>	
Anchors	Junior department or Discount Store
Number of Stores	25 – 80 stores
Total Retail Space	100,000 – 450,000 square feet
Site Area	10 – 30 acres
Market Area Population	30,000 – 75,000 people
Market Area Radius	3 – 8 miles
<b>Regional Shopping Center</b>	
Anchors	1 or 2 full-time department stores
Number of Stores	50 – 100 stores
Total Retail Space	300,000 – 750,000 square feet
Site Area	30 – 50 acres
Market Area Population	100,000 – 250,000 people
Market Area Radius	8 – 15 miles
<b>Super-Regional Shopping Center</b>	
Anchors	3 or more full-time department stores
Number of Stores	100 – 300 stores
Total Retail Space	600,000 – 2,000,000 square feet
Site Area	40 – 100 acres
Market Area Population	250,000 – 600,000 people
Market Area Radius	12 – 50 miles

A third type of walkable commercial center is the town center. Downtown areas served this purpose traditionally, and the revival of Main Streets in many smaller communities has been promoted by emphasizing their walkability. In most cities they do not compete directly with shopping centers or big-box malls, but serve a niche market of providing boutiques, entertainment, dining and drinking.

The contemporary counterparts of Main Street are the planned town centers in large suburban developments, such as Reston Town Center in suburban Washington and Valencia Center in California. These centers, which have substantial and growing residential populations and large office employment, offer shopping, dining and entertainment opportunities to residents and workers without getting into their car. They emphasize the public realm, and often have programmed activities to encourage shopping in the evenings and on weekends. At a smaller scale, many new urbanist developments have created centrally located clusters of shops that are surrounded by higher density housing, and are easily reached on sidewalks. The town center at Laguna West near Sacramento, and downtown Kentlands, in Gaithersburg Maryland are two examples.

Finally, transit-oriented centers are a fourth type of walkable commercial area. There is a long tradition of such centers, dating from the development of commercial centers around suburban rail stations in the late nineteenth Century. Wayne Pennsylvania and Lake Forest Illinois are good examples. In recent years, the development of new light rail or metro transit lines has stimulated the growth of walkable commercial centers around stops. Washington D.C. has many such transit-oriented centers including Friendship Heights, Bethesda and Clarendon in suburban areas and Columbia Heights in the District. Large numbers of high-density housing units and offices provide much of the support for retail and entertainment uses adjacent to the transit station. Fruitvale Village in Oakland California, the Mockingbird Station area in Dallas Texas, the North York station area in Toronto, and Orenco Station in Portland Oregon are other examples of the growing number of transit oriented developments. They become walkable shopping areas when they draw a substantial fraction of their patronage from offices and housing located near the station, and from commuters who live in the surrounding neighborhoods.

There are of course, many other types of walkable shopping areas, including tourist-oriented areas (German Village in Columbus Ohio, the Gaslamp Quarter District in San Diego California, Granville Island in Vancouver, Washington Harbor outside of D.C.), waterfront-living areas with retail space (Harbourfront in Toronto, False Creek in Vancouver, Bayside in San Francisco), historic districts with local shopping (Society Hill in Philadelphia, the North End in Boston, Pike Place and Pioneer Square areas in Seattle), resort towns (Edgartown on Martha's Vineyard, the Village at Haile Plantation in Gainesville Florida) and college- town collections of stores (Harvard Square in Cambridge, Walnut Street adjacent to Penn in Philadelphia, Telegraph Street in Berkeley California). And, of course, there are many hybrid examples. For our purposes here, we use the term "walkable commercial area" to describe places with a diverse range of local-serving shops and services, where a substantial fraction of patrons arrive by walking, cycling or taking mass transit,



where there are good pedestrian links to adjacent neighborhoods, and where pedestrians are treated well once they arrive.

## What Research Tells Us About Walkable Shopping Areas

There is a surprising paucity of studies of how well walkable retail areas actually perform, in economic, social or functional terms. Most of the studies focus on collectively managed neighborhood and community shopping centers, employing readily available data. For diverse street-oriented commercial areas, much of the evidence is anecdotal, and fails to distinguish the demographics or income potential of the areas being served. The sheer diversity of locations and types of retail areas makes it extraordinarily difficult to separate local circumstances from generic issues and attribute results to walkability or other particular variables. The slippery definition of what constitutes a walkable commercial area adds to the difficulty of reaching conclusions. Retail outlets are also notoriously transient, making comparisons over time extremely difficult. One study based on U.S. Census data estimates that more than 50% of the retailers operating in any given year will cease operations within five years.<sup>9</sup>

It seems clear from research that a significant fraction of urbanites in the US would prefer to locate in an area where there are shops, restaurants and services within a walkable distance. A two-city consumer preference study found that 29% of Atlanta residents surveyed and 40% of their counterparts in Boston would prefer living nearby such opportunities.<sup>10</sup> While the fractions vary from city to city, between one third and half of US households appear to prefer walkable neighborhoods.<sup>11</sup> A recent national consumer preference study put the figure much higher: fully 66% of respondents expressed a preference for “living within walking distance of stores, restaurants and other places in a community.”<sup>12</sup>

Studies in Atlanta have shown that many individuals now living in areas where businesses and services are not within walking distance would also prefer to be in more walkable neighborhoods, but cannot find housing that suits them in such areas.<sup>13</sup> When new housing is available and attractive in walkable neighborhoods, it can command a premium of \$20,000 for similar amounts of living space, trading off smaller yards.<sup>14</sup>

Premiums for downtown housing over suburban housing range from 40% in Detroit to 150% in Denver to 200% in New York. Where there are walkable suburban opportunities, as in Kirkland, Washington, the premium is 51% in favor of walkable locations.<sup>15</sup> A careful study in 15 cities, controlling for a variety of contextual factors, found that shifting from average to above-average Walk Score® ratings raised the housing values by \$4,000 to \$34,000, depending upon the metropolitan area. The amounts tended to be greater in dense urban areas such as Chicago and San Francisco and lower in low-density cities such as Tucson and Fresno.<sup>16</sup>

Perhaps not surprising, in walkable neighborhoods the best predictors of whether people actually walk is the presence of nearby attractions. For home-based trips,

nearby grocery stores, eating places (not fast food), retail stores and banks are strongly correlated with pedestrian activity.<sup>17,18</sup> This means having such opportunities within one-third of a mile of residential units,<sup>19</sup> or having effective transit links that support home to shop travel in 20 minutes or less. Very few suburban neighborhoods provide such access to commercial opportunities and services, although areas adjacent to commercial strips and older neighborhoods along old streetcar corridors meet these criteria in many cities.

Does this demand for walkable locations also translate into better business opportunities for merchants and organizations providing services? All the evidence about this is indirect, mainly based on differences in rent charged for commercial spaces. Higher rent is taken as a surrogate for better business opportunities, on the presumption that if businesses are willing or able to pay more for rent their revenues must be correspondingly higher.

Studies in the Washington D.C. metropolitan area by RCLCo show that rent for office space in downtown Washington, with high walkability, commands a 27% premium over comparable space in car-dependent suburban locations.<sup>15</sup> An important large-scale national study of retail, office and residential properties confirmed these findings. Comparing 10,000 properties for which NAREIT data was available, and accounting for other variables, the study found that retail properties with a Walk Score® ranking of 80 were valued 54% higher than properties with a Walk Score® ranking of 20. This was accompanied by an increase in net operating income (NOI) of 42% for the more walkable properties. Office properties showed identical higher premium values, although rental apartments showed only a 6% premium if they were in walkable locations.<sup>20</sup>

These findings seem to confirm the assumption that services and shops in walkable environments are financially more attractive to their tenants, resulting in higher rents to the owners of the properties. However, the results are far from conclusive, partly because of how researchers have estimated walkability. The Walk Score® tool measures walkability by assessing the distance to the nearest educational (schools), retail (groceries, books, clothes, hardware, drugs, music), food (coffee shops, restaurants, bars), recreational (parks, libraries, fitness centers), and entertainment (movie theaters) destinations. The Walk Score® tool was designed mainly to score residential properties in terms of the proximity of nearby shopping and facilities, although it has also been applied to neighborhoods and whole cities to provide a comparative measure of walkability. For office space – which could be occupied by local services or by national corporations that have little to do with their surroundings – high walkability locations are places where employees can easily walk to lunch spots, take in a movie or exercise or go to a bar after work, and do their shopping nearby. The employees may well have driven to work since the Walk Score® rating does not correlate workplaces, shopping and residential locations. For retail properties, high Walk Score® ratings are a measure of the clustering of retail outlets and other services, an index of agglomeration, not an indicator of whether patrons walked to the store from their homes. About all that can be said is that retail areas with high walkability scores offer the potential for shoppers to make multiple

stops in stores without getting back in their cars, and can walk from the shopping area to public and recreational facilities nearby.

There is also an issue of whether rent levels and appraisals of properties are good indicators of the health of commercial areas that provide services to local populations. Commercial areas with high rents are more likely to be occupied by national chains rather than startup or even established local stores. While many local consumers may value and patronize these, the most interesting commercial areas have a mix of unique and generic stores. This requires a mix of low rent properties as well as those commanding high rents. The flowering of restaurants in Center City Philadelphia and in many other walkable locations has a great deal to do with the presence of inexpensive space. When national chains arrive with their standard retail format, many urbanites see them as signaling the demise for neighborhood commercial areas. From a real estate perspective, however, obtaining high retail rents and attracting “credit tenants” may be the critical factor in encouraging developers to undertake mixed-use projects that add to local shopping opportunities.

Researchers, nonetheless, favor rent levels as an index of viability of commercial areas because large data sets are generally available, and they provide a relatively consistent basis for comparison. Identifying the determinants of rents in retail areas has been a long-term preoccupation of land economists. A study of shopping centers in Quebec City concluded that the household income levels of the area where the center is located and the mix of tenants in a center (particularly the presence of anchor stores) trumps proximity in producing high rents – and by extension, high business revenues.<sup>21</sup> Other authors, focusing on rents in community shopping centers, conclude “purchasing power matters greatly,” as does the distance between consumers’ homes and the center. However the value of proximity quickly dissipates beyond four tenths of a mile.<sup>22</sup>

The image of the shopping area also contributes to the rent levels in neighborhood and community centers, according to one study of shopping centers in the Atlanta area. Having a recognized supermarket chain as the anchor for a neighborhood shopping area increases the rent potential of adjacent spaces, as does the diversity of shopping opportunities that are present. L-shaped centers tended to perform better than strip centers, although the differences are slight.<sup>23</sup> The importance of having a dominant (by market share) supermarket chain confirms the findings of an earlier Denver study.<sup>24</sup>

Density has been shown as explaining much of the variation in performance of retail areas, although other factors also make a difference. A study of transportation choices found that “three D’s” – density, diversity and design – generally result in fewer driving trips and encourage non-auto travel.<sup>25</sup> A survey of walking behavior, conducted among a sample of residents in six US cities, found that residential densities and the presence of significant retail opportunities were positively correlated with the probability of residents walking.<sup>26</sup> We know from neighborhood studies that residents of areas with net densities of 21.7 units per acre or more are more likely to walk to destinations in their neighborhood.<sup>19</sup> This correlates with

residential areas that have a mix of apartments, townhouses and small-lot single-family houses.

Neighborhoods that are friendly to pedestrians often attract a disproportionate amount of commercial activity. A study of transportation diaries of shoppers in the South Bay area of Los Angeles compared four typical linear shopping strips in auto-oriented corridors to more compact shopping areas considered to be examples of “smart growth.” Trips to the more compact centers were more likely to be shorter and more likely to be on foot. It also found that business concentrations in walkable neighborhoods are “from three to four times as large as can be supported by the local resident base, suggesting that the pedestrian-oriented neighborhoods necessarily import shopping trips and hence driving trips from surrounding catchment areas.”<sup>27</sup> In short, there appears to be an unfilled demand for walkable retail uses, even in suburban areas.

Studies of the results of improving the pedestrian environment in shopping areas have generally shown that lowering the speed of traffic passing through an area and providing amenities for pedestrians (wider sidewalks, landscaping, streetscape improvements) pays dividends in terms of retail patronage and sales. Improvements to School Street in Lodi California, coupled with economic incentives, have helped attract 60 new stores, lowering the vacancy rate to 6 percent from 18 percent and resulting in a 30% increase in sales tax revenues (mirroring increased sales) since the improvements were completed in 1997.<sup>28</sup> In 1995, the City of West Palm Beach Florida made major investments in traffic calming and pedestrian realm improvements along Clematis Street, its traditional main street, including restoring the street to two-way movements. Improvements extended into the adjacent neighborhoods, making them more pedestrian-friendly, encouraging residents to walk to Clematis Street. Property values have doubled along the street, with retail rents rising from an average of \$6.00 to \$30.00 per sq ft.<sup>27</sup> Of course, many factors may have contributed to these increases. The changes occurred contemporaneous with the development of City Place, a large mixed-use center, itself a model of a walkable urban development that has attracted many new residents and visitors to the city.

In some cities, a significant fraction of shoppers arrive on bicycles rather than by walking, driving or taking transit, and there has been a rapid growth in efforts to encourage cycling in most cities. Bicycle lanes were added to Valencia Street in the Mission District of San Francisco by reducing driving lanes from two to one in each direction, while retaining on-street parking. Merchants were surveyed about its impacts. The results were encouraging: 63% felt that the number of customers arriving by bicycle increased, 56% felt that the number of local residents shopping there had increased and 37% reported sales increases – although 30% felt that there had been no real increase in business.<sup>29</sup> Interestingly, this occurred even as merchants reported a reduction of automobile traffic on the street. The results of adding bicycle lanes will undoubtedly vary depending upon the population of local neighborhoods and the nature of shops along the street, and in many cities merchants have strongly opposed allocating scarce street space to cyclists.

Improving the quality of the pedestrian environment is a favored strategy for promoting walk-in patronage in neighborhood and community shopping areas. Beginning in the 1960s about 200 American cities turned shopping streets into pedestrian malls, seeking to emulate the car-free environment of shopping centers.<sup>30</sup> Many of these efforts were aimed at reversing the decline of shoppers, as suburban shopping malls captured an increasing share of disposable income. Entertainment and programming was organized in the newly expansive pedestrian spaces. Some cities created transit malls, allowing only busses to travel along them, with expanded pedestrian sidewalks – Nicollet Mall in Minneapolis, Chestnut Street in Philadelphia, and 16th Street in Denver, are examples.<sup>31</sup>

Dozens of studies have been done on the impacts of these pedestrian malls, and the results are decidedly mixed.<sup>30</sup> The improvements have had a variety of impacts on businesses. Some businesses failed during the lengthy period of reconstructing the street, in part because it was difficult for shoppers to reach their stores. Many of these were businesses that were at the edge of failure before the improvements. Most studies indicated a bump in walk-in trade shortly after the mall was opened, after which sales in some areas stabilized, while others returned to their previous downward trend.<sup>32</sup> However, there were also success stories, particularly in college towns where the zones of leisure proved an attractive diversion – Pearl Street in Boulder Colorado, and East Main Street in Charlottesville, Virginia are good examples. Merchants in some shopping areas, including Church Street Marketplace in Burlington Vermont, reoriented their offerings to emphasize the new clientele and successfully revived their businesses. Other areas the mix of businesses evolved, emphasizing food, beverage and entertainment and have enjoyed success. Lincoln Road Mall in Miami Beach, Fourth Street in Louisville, and Third Street in Santa Monica are good examples. In the majority of cities, though, pedestrianization failed to revive the prospects of the business district, and vehicular traffic was restored to the streets, at the merchants' and property owners' insistence.<sup>33, 34</sup>

The favored approach to improving the pedestrian experience today is narrowing or reducing the number of traffic lanes while retaining or restoring on-street parking, widening sidewalks, adding bicycle lanes, improving the quality of materials on the street surface, adding pedestrian scale lights, benches and street trees, and creating zones for sidewalk cafes to add activity to the street. This balancing act is sometimes called creating “complete streets.”

Of course, neither transportation nor streetscape improvements will guarantee the success of a shopping area. Only strong merchants that attract customers can do that. But they can create the conditions where local patronage is encouraged, improving the base of support for stores. Ultimately, other factors will come into play as well, including the size of the area being served, competing opportunities, the cost and availability of sites for commercial uses, and the presence of businesses willing to make a commitment to the area. Most successful shopping streets have created business improvement districts (BIDs) to lead efforts in promoting, maintaining and marketing the attractions in their area.

## What Retail Experts Say About Walkable Shopping Areas

Often formal research lags the knowledge gained in the field by professionals involved directly in urban development. What the professionals know may be based on anecdotes and single -case experiences, but through them they gain a detailed understanding of how factors are weighed by firms and entrepreneurs looking for locations to establish their businesses. And as businesses succeed or fail over time, they reach conclusions about successful circumstances for retail development.

There is considerable enthusiasm for walkable shopping areas among economic development officials, marketing consultants, and real estate research firms. One source of optimism is the changing demographics and life-style preferences of households. Currently, only one third of U.S. households have children, and over the next two decades only 12% of new households being formed will have children.<sup>35</sup> Childfree households are prime candidates for locating in denser areas of cities, within walking range of commercial services and entertainment. Households with two working parents are also increasingly seeking to live in urban areas to simplify their lives, taking advantage of child-care services and after-school educational opportunities available in urban areas. The major deterrent is the quality of public education and the cost of private school alternatives, but charter schools and improving public schools may make this more of an option for young households in the future.

The large number of retiring baby boomers is a second demographic shift that could add support to retail prospects in dense urban areas. A substantial fraction has voiced a desire to be in urban settings, close to cultural and entertainment opportunities, and near high-quality health-care facilities. Many of these retirees are looking forward to a time when they can give up driving, hoping that it is sooner rather than later.<sup>36</sup>

Businesses are realizing the potential of locating in dense urban areas and are changing their formats to fit urban sites. Led by Whole Foods, supermarkets were among the first to adapt to the increased preferences for urban living, creating smaller stores, offering fresh produce and more prepared foods, reducing the parking they expect, and in some cases occupying multiple levels and offering home delivery service.<sup>37</sup> The success of urban pioneers has spawned a host of new entrants into the urban grocery field, and forced longstanding chains to adapt their retailing approach.<sup>38</sup>

Other businesses are also discovering the potential for sales in walkable locations. Formerly big-box retailers including Target and Staples have created scaled-down and multi-story stores in community retail locations, and chains such as Tesco and Safeway have been experimenting with urban prototypes. Reportedly, Wal-Mart has opened a mini-store of only 3,500 sq ft on the University of Arkansas campus – smaller than Sam Walton's original five and dime store.<sup>39</sup> In Vancouver, Home Depot has located in a mixed-use complex (The Rise) in the midst of a residential neighborhood, sharing the footprint of the site with a supermarket and other shops, with office space and housing located above them. Most large-format stores are



exploring how to adapt their retailing strategies to allow them to locate in vertical complexes, particularly where they can serve customers who arrive on foot, by transit as well as by automobile.<sup>40</sup> At the retail complex D.C. USA, located at Washington's Columbia Heights metro stop in the center of a diverse neighborhood, the large-format stores discovered that they had greatly overestimated the number of parking spaces they needed to make their sales targets. Their shoppers are largely people who walk to the complex or arrive by transit.

While supermarkets and chain stores are actively seeking locations in downtown areas and gentrifying neighborhoods, many low-income areas of cities remain underserved by such retail opportunities. Initiatives by The Retail Initiative of the Local Initiative Support Corporation (LISC) and The Reinvestment Fund's (TRF) retail program in Philadelphia, among other financial intermediaries, has resulted in dozens of supermarkets being built in underserved areas providing the anchors for neighborhood shopping areas.<sup>41</sup> And new retail chains that target neighborhood-shopping areas have emerged, including Villa (urban inspired apparel and shoes), Fresh Grocer and Harris Teeter (groceries and prepared foods), Mugshots Coffee House and Gothic Cabinet Craft (furniture).<sup>42</sup>

Every business has its own decision rules about where to locate. For some organizations the rules are formalized: they seek areas with a threshold of a specific number of residents and amount of purchasing power, and look for areas with high rates of growth in income. For others, it is largely an art of finding areas that "feel right." Nonetheless, retail experts offer guidelines for the average number of residents needed to support specific types of neighborhood or community businesses (see Table 2). By one estimate, an average household can support 72 sq ft of retail development. Of this, approximately 40 sq ft are in categories typically present in neighborhood retail areas, such as grocers, drug stores, cleaners, florists, video/entertainment, and eating/drinking establishments.<sup>43</sup> Of course, not all of a household's purchases in these categories will be made in the nearest neighborhood retail area, and an estimate of 15 to 20 sq ft per household is probably a safe estimate of what can be supported locally. Thus, if a neighborhood shopping area has 50,000 sq ft (of which 30,000 is a supermarket), it will require approximately 2,500 to 3,300 households or a population of 5,000 to 6,500 to support such a center.

Many of the new walkable urban shopping areas are being built as mixed-use projects with housing or offices above ground-floor retail outlets. In the past it was difficult to finance mixed-use projects because of lender restrictions such as the Federal National Mortgage Association's (Fannie Mae) limit of no more than 5% retail space in residential projects it financed. However, today there is a growing receptivity in the investment community to support such projects.<sup>14, 44</sup> Lenders believe that these projects generally cost about 10% more to develop, but this is not a deterrent to attracting financing.<sup>45</sup> Developers see mixed-use projects as providing marketing advantages and diversification of the products they are offering.<sup>14</sup>

The retail landscape is also continuing to churn, as a result of the continued growth of on-line purchasing, the demise of several large national chains, the consolidation

of department stores, and the great recession that has changed consumer buying habits. Retail space in many US cities is over-built, resulting in high vacancies in many shopping centers, particularly in older malls and community shopping centers. Even before these changes, several large national chains, including The Gap began to diversify their retail locations, adding street-oriented retail outlets in communities with growing purchasing power.<sup>46</sup>

**TABLE 2**  
**SUPPORTABLE SQUARE FEET OF RETAIL PER HOUSEHOLD<sup>47</sup>**

Store Type	Supportable Sq. Ft. Per Household	% Neighborhood	Neighborhood Sq. Ft. Per Household
Building Material	2.6	0.0%	---
Hardware	0.5	5.0%	0.0
Department/Variety	13.4	0.0%	---
Food/Grocery	11.6	45.0%	5.2
Auto supply	2.6	5.0%	0.1
Gas Stations	5.5	0.0%	---
Apparel	4.5	17.5%	0.8
Shoe	1.3	17.5%	0.2
Furniture	3.5	5.0%	0.2
Home furnishings	1.6	5.0%	0.1
Appliance	0.5	5.0%	0.0
Radio/TV/Computer/Music	2.3	5.0%	0.1
Eating Places	12.4	45.0%	5.6
Drinking Places	1.5	45.0%	0.7
Drug	3.1	45.0%	1.4
Sporting Goods	1.4	5.0%	0.1
Book	1.0	17.5%	0.2
Hobby/Toy	1.0	17.5%	0.2
Gift	1.0	17.5%	0.2
Flower	0.5	17.5%	0.1
<b>Total</b>	<b>71.8</b>		<b>15.1</b>

The ongoing restructuring of retail areas as a result of the entry of large chains such as Target and Wal-Mart into local areas – particularly as they penetrate urban areas – has resulted in the loss of general merchandise, groceries, apparel, electronics, home furnishings and building supplies from downtown and community shopping areas, and their replacement by new businesses such as restaurants, coffee shops, art galleries, antique stores and professional service firms.

Perhaps the greatest uncertainty on the retail horizon today is the long-term implications of rapidly increasing Internet sales. While such sales make up only a small part of the retail pie – about 4.6% in 2011 – sales have been growing by 17% annually.<sup>48</sup> Internet sales are eating into the volumes of many retail outlets, but at the same time firms that have a good web presence have seen their sales explode. Among the casualties in the shift is Borders Books, which was too late in recognizing the implications of Internet book sales and downloads. Their demise has left vacancies in many community shopping areas. In some urban locations Internet sales of groceries is having an effect on supermarket revenues. Many merchants are pursuing a “bricks and clicks” strategy of leveraging their supply chains and local presence to provide rapid Internet service. Businesses selling commodities are likely to be affected more than those with unique products or providing entertainment along with consumption.

These changes are the latest examples of creative destruction Schumpeter spoke about.<sup>49</sup> Many of the functions that lost are being reinvented, with boutique grocery outlets, high-touch services, seasonal pop-up shops and increasingly specialized retailing showing their face in community shopping areas. Retail experts continue to be bullish about the development of “street-based retail” in areas with the potential for a large walk-in population.<sup>14</sup>

## A Look at Examples of Walkable Shopping Areas

Much can be learned about the current status of walkable shopping districts by visiting examples of where they appear to be functioning well. Most cities have a few areas which benefit from walk-in patronage, many cities are promoting the revival of walkable shopping districts, and there are a growing number of new centers being created that aim for a balance of neighborhood serving outlets as well as shops that cater to a wider market area. The following vignettes capture some of the successful types of walkable shopping areas. Recognizing the limitations of Walk Score® ratings, they have been calculated for a central location in each area mentioned.

### Traditional Shopping Streets

Germantown Avenue in the Chestnut Hill and Mount Airy neighborhoods (Walk Score® rating = 89) in Philadelphia is every person’s archetype of a neighborhood shopping street. Following an historic streetcar route (the tracks remain, but trains have been replaced by buses), the cobblestone street slows traffic, and pedestrians cross from side to side easily. Many of the shops have been there for years, including a jeweler in Chestnut Hill that dates from 1912 and is now run by the third generation, but each year enough new shops open to add interest to the street. The street’s allure is the rich diversity of outlets, catering to everyday needs (hardware, food shops, a wine and spirits stores, bakeries, drug stores, dry cleaners, banks, barber and hairdressers), but also offering fashion items for men and women, gourmet foods, gifts, antiques, galleries, home furnishings, kitchen supplies, hobby and craft shops, electronic stores, music stores and academies, cafes, coffee shops, restaurants, and spas. More than 140 shops line the mile-long shopping strip along Germantown Avenue in Chestnut Hill, and at least 50 business and professional

Photo by Mike Szilagyi



Germantown Avenue Streetcar Line

Photo by Gary Hack



Germantown Avenue Shops, Chestnut Hill

services, associations and institutions. Dozens more may be found along the avenue in Mount Airy, a mile away.

Residents of Chestnut Hill and Mount Airy have great loyalty towards their local shopping districts. They value the mix of local and national outlets, and have debated at great length whether to allow large national chains to locate there. The most recent entry of a large new outlet was Borders Books, which for a decade became an anchor at the western end of Germantown Avenue, but now stands vacant looking for a new life. Many local residents walk ten or fifteen minutes to the shopping area, but many more drive there, park and shop several blocks of the street. The Chestnut Hill transit station located on the avenue provides a steady flow of commuters who pass by shops on their way to and from home.

Germantown Avenue is the kind of local shopping street many communities would like to have. However, it is the product of a long, slow evolution that cannot be duplicated overnight. Those who run the shops own many of the structures, and the inventories and fixtures have long since been paid for. The problem for many is succession, not startup costs. Community activism serves as a barrier to large new outlets locating nearby. And the incomes of Chestnut Hill residents are among the highest of any neighborhood in Philadelphia, providing the potential to support many retail functions.

At the opposite end of the spectrum is Broadway on the Upper West Side of Manhattan (Walk Score® rating = 100), a four-mile continuous shopping street that serves as the main street for a community of 200,000 residents. At 60,000 persons per sq mile and household purchasing power that is roughly 200% of the national average, the area is able to support virtually every shopping need of its residents. No one is more than 10 minutes from Broadway, and virtually everyone walks to shops from their home. There is good bus service along the street and mass transit operates below it, with stations spaced six to ten blocks apart (1,500-2,500 feet). This makes it possible to shop by transit along the length of Broadway.

Along Broadway there is a drug store every four blocks, grocery store every six, and florists, convenience stores, hardware and dry cleaners every two to three blocks. Most blocks have at least one restaurant or bar. Every banking chain has distributed its branches regularly along the street. Some areas along Broadway have developed special identities, often centered on New-York-centric shops such as Zabar's, Citarella, and Fairway. The area near Lincoln Center is the zone of cinemas and other entertainment venues. National chains are well represented along Broadway, but there are thousands of local one-of-a-kind stores that local residents swear by. Many of the grocery stores provide home delivery, and virtually every small restaurant delivers take-out orders to nearby resident's doors.

Because of the high cost of space, stores have to make concessions on their layout to locate on Broadway. Fresh Fields operates its highest grossing store entirely on the basement level. A scaled-down Trader Joe's is split between two levels below ground, with a small shop front on the street, as are Staples and many of the drug

*Photos by Gary Hack*



*Germantown Avenue Shops, Chestnut Hill*



*Germantown Avenue, Mount Air*



stores along the street. It is also interesting to note what cannot be found along Broadway: no department stores or large general merchandise discount stores, no branded hotels (north of 66<sup>th</sup> St.), few furniture stores, only one white goods appliance store, and no automobile dealerships or gas stations. All of these are accessible by subway (or car) within a few minutes from the Upper West Side.

Few cities have either the high densities or long traditions of street oriented shopping just cited, but there are thousands of local shopping districts, which command loyalty and provide services within walking distance of where people live. Loyalty is what sustains ethnic shopping areas, attracting customers from many miles who add to the walk-in trade from the neighborhood. A study of three Los Angeles ethnic shopping strips found that half or more of the customers drove one to five miles to obtain foods and goods popular in their culture and to socialize with others with their heritage.<sup>50</sup>

Pacific Boulevard in Huntington Park (Walk Score® rating = 86) reconstituted itself after the Watts Riots as a Latino shopping district and has become the cultural center for groups from Mexico and Central America. The streetscape has been improved and benches added to allow patrons to linger and socialize. The majority of the stores are small, although some larger Mexican chains have located along the one-mile strip. About 40% of the 127 stores were oriented to the fashion preferences of Latinos (including fiesta dresses and tuxedos); 20% offered shoes, and the balance included general merchandise and food stores, jewelry shops, music and electronic stores, restaurants, and fast-food outlets. Six shops specialized in bridal gowns and wedding goods. Much of the street is devoted to discount and value-oriented merchandise. Shoppers come for the special atmosphere of the street, but also to find goods at an affordable price.<sup>50</sup>

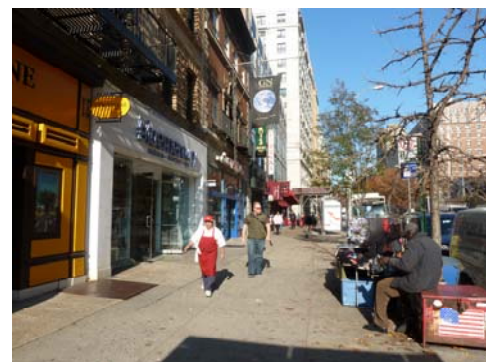
Little Village (Walk Score® rating = 78) is Chicago's version of Pacific Boulevard, and represents the center of Latino commerce in the city. With over 1,000 businesses along West 26<sup>th</sup> Street and a large Mexican-American population nearby, it serves an important role in supporting Latino culture. Most Little Village residents spend some time on the street each week. Part of its attraction is the wide array of services available in Spanish, many of them (such as immigration services) critical to Latino residents. While other shopping areas in the city may offer better value priced goods, none of them is able to serve the regular needs of an immigrant population whose first language is Spanish.

Commercial streets catering to Chinese and other Asian groups also garner wide loyalty and illustrate the special retailing dynamics of ethnic shopping districts. Shops in the commercial strip along Valley Boulevard in San Gabriel, a "suburban Chinatown," are almost equally divided between outlets owned by businessmen, and family owned and run enterprises. The family-operated shops are small, generally with one to five employees (often all family members) running mainly bakeries, dry cleaners, hair salons, and pharmacies. The larger supermarkets, electronics stores, furniture stores and large restaurants, which require greater amounts of capital to establish and run, are owned by a wide array of businessmen from Asian and other countries, and employ a more diverse group of employees, including Mexican

*Photos by Gary Hack*



*Broadway, Upper West Side, New York*



*Broadway, Upper West Side, New York*

Americans.<sup>50</sup> Extending business opportunities to their family is as important to many Asian business owners as making a large profit. They use surplus funds to buy similar stores in other areas, often tapping loan funds from others in their community. As areas become established, Asian-oriented commercial areas have evolved with the construction of small enclosed or L-shaped malls with crowded off-street parking areas to accommodate the growing proportion of shoppers who drive to the centers.

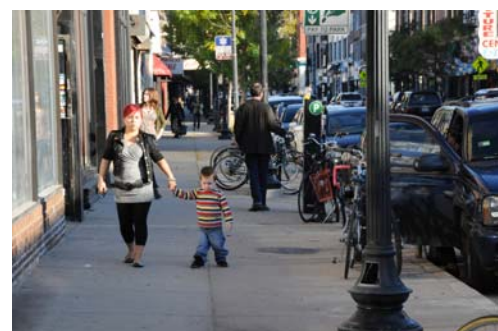
Street oriented retail areas usually reflect and, on occasions, foreshadow ethnic and demographic shifts in the area they serve. The Wicker Park-Bucktown neighborhood in Chicago (Walk Score® rating = 88) has seen a procession of immigrant groups: Germans through 19<sup>th</sup> Century, replaced by Poles who predominated through the 1960s (the area takes its name from the large number of goats or ‘bucks’ kept by the Poles), succeeded by Puerto Ricans and other Latinos until the end of the century, and most recently replaced by a growing artists community and young professionals. The prime location of the neighborhood, near the Loop and well served by subways, has made it a desirable location for new urban households. Houses with good bones in the neighborhood have been renovated, vacant lots filled with modernist houses, and smaller homes replaced by new one and two family structures. This is a classic pattern of gentrification.

With each new ethnic group, the commercial strips along North Milwaukee, West North and Damen Avenues have changed their character. In their most recent incarnation, they have become among the trendiest streets in Chicago, with over 150 restaurants, many coffee houses (16 at last count), unique bars, music spots, theaters, and other entertainment venues. The shopping streets have been transformed, building-by-building, into galleries, boutiques, and shops specializing in everything from apparel and jewelry to crafts and home furnishings. In the process, many older neighborhood-oriented shops have been priced out – many catered to the Latino population that has also been displaced or sold out to capture their gains. But there remain at least 13 food stores, and a new conventional shopping center has been constructed the southern end of the neighborhood, anchored by a large grocery/drug store. Matching street-oriented shopping with a well-sited center containing large-format stores, all within easy walk of residents, has become the preferred strategy in urban shopping locations. Keeping two miles of retail frontages alive in an urban area requires a combination of citywide patronage (particularly supporting the restaurants, entertainment and boutiques), with people arriving by transit or car, and local residents walking to the shopping streets.

*Photos by Gary Hack*



*North Milwaukee Avenue, Bucktown, Chicago*



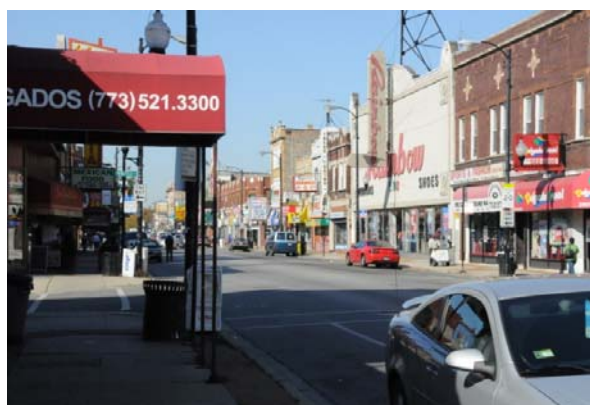
*North Milwaukee Avenue, Bucktown, Chicago*



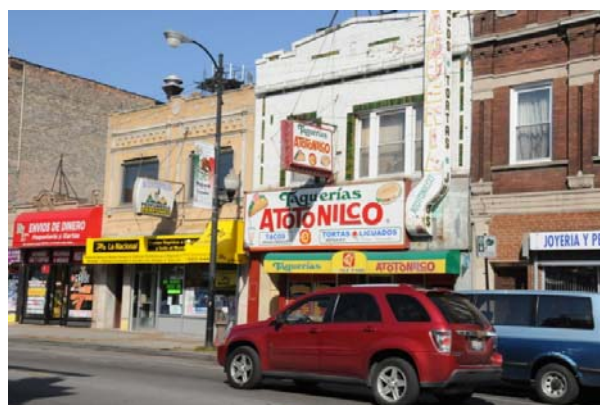
## CASE STUDY: Little Village, Chicago

Walk Score® rating = 78

Photos by Gary Hack



W. 26<sup>th</sup> Street, Little Village



W. 26<sup>th</sup> Street, Little Village

Little Village is reputed to be the largest shopping area, judged by retail sales, outside Central Chicago. It is also the cultural center of Latino groups, hosting the Mexican Independence Day parade and celebrations annually. The shopping street along 26<sup>th</sup> Street centers a well-maintained neighborhood of single, duplex and small apartment houses between Western Ogden, Costner and I-55. About 91,000 residents live in the Little Village area, and over 80% have Mexican origins. The shopping street is 2-4 blocks from the nearest mass transit stations.

Over 1000 businesses make their home in *La Villita*, as it is called locally, most along 26<sup>th</sup> Street. Most merchants are Mexican immigrants or their children, although a significant minority of Korean merchants is also present. The most common businesses are Mexican restaurants and dance clubs, taquerias, hellados, laundromats, supermarkets, banks actively soliciting the “unbanked,” bakeries, clothing stores, shoe stores, travel agencies, thrift stores and furniture stores. At least four bridal shops are located along the street, and other shops cater to Mexican fiesta ware. The shopping street may be one of the few places left in Chicago to find fresh killed poultry. Street vendors complement the stores, offering crafts, trinkets, bargain items, ice cream and flowers. Side streets intersecting with 26<sup>th</sup> Street include auto repair shops, auto body outfits and a variety of services that do not require street frontage.

One of the features of *La Villita* is the heavy presence of specialized services catering to the immigrant community. Upper floors of shops (and some shop fronts) accommodate lawyers, immigration experts, insurance agents, check cashing services, accounting and income tax services, medical clinics, veterinarians, social

service organizations and employment agencies. Accessing services in Spanish is an important draw for many shoppers.

Like all such districts Little Village is undergoing changes, some the result of success, others a normal process of succession. Restaurants continue to open, and shops are seldom vacant for long. Many of the small family operated retail businesses are giving way to fast food outlets or dollar stores. The longstanding plans for redeveloping a 40-acre vacant former industrial site at the western end of 26<sup>th</sup> Street have floundered for a variety of reasons, including disputes over the kinds of uses that would reinforce the existing commercial uses. Many residents would like to attract a Wal-Mart store to the neighborhood, while many merchants see such a move as the demise of value oriented commerce on the street.

## Transit-oriented Shopping Areas

Transit-oriented shopping areas date from the extension of railroads out of major cities. Philadelphia's Main Line towns, many of the suburbs of Westchester County, and the communities along Chicago's North Shore all owe their origins to passenger railroad service begun in the 19<sup>th</sup> Century. Many of these suburban town centers have remained important to their communities and some have seen a retail revival in recent years.

Lake Forest Village, north of Chicago, is an important model of a shopping district adjacent to a suburban railway station. Opened in 1916, Market Square was designed to house a mixture of shops, offices for local services and apartments across the road from the Union Pacific station. Modeled on Forest Hills Village in Queens New York, it has a green square at its center, surrounded by handsome commercial buildings. Side streets and courtyards beyond the square provide less expensive (and less visible) spaces for other shops that cannot afford premium rents. The complex has had its ups and downs over the years, although until 2006 was anchored by a Marshall Field's junior department store. Perhaps a sign of the times, it has been replaced by a spa. Market Square now has a wide mix of national outlets (Talbots, William Sonoma, J. Crew, Einstein Bros Bagels) and unique local shops, including several exclusive women's boutiques, shoe stores, gourmet foods, a wine shop and a fine independent bookstore. Most of the national chain shops are a scaled down version of their shopping center prototypes.

The shops of Market Square (Walk Score® rating = 85) appear well supported by its community, which is one of the wealthiest in the US. Perhaps a third of the shoppers arrive there en route to or from the rail station, a smaller fraction arrive on foot, mainly students from the nearby Lake Forest College, and the balance drive to the shopping area, parking on the street or in a small parking area behind the complex. Lake Forest is blessed with having stations on two METRA lines, and over the years the Milwaukee District line on the west side of the town has grown in volume at the expense of the historic station. Along with it, shops and services have been built adjacent to the West Lake Forest station. Nonetheless Market Square remains a fine example of a longstanding walkable shopping area that towns would do well to emulate.

Over the last several decades, the construction of mass transit lines has created the opportunity for new transit-oriented developments. In some metropolitan areas, including the Bay Area and Boston, residents near transit stations have resisted new development that might change the character of their neighborhoods, down-zoning sites surrounding stations, and forcing stations to be located far from any concentration of population (as at the Alewife Massachusetts Bay Transportation Authority (MBTA) station in Cambridge). An exception to this trend has been the development of the Washington Metropolitan Area Transit Authority (WMATA) system in Washington D.C., which has been accompanied by a concerted effort to stimulate station area development. WMATA has aggressively purchased excess land

*Photos by Gary Hack*



*Market Square from Lake Forest Station*



*Market Square, Lake Forest, Illinois*

around stations (harvesting the gains in land value after the station opens to cover portion of the capital costs of the line) and worked with local cities and counties to plan and promote transit oriented development. Projects within walking distance of the transit station lock in patronage for the system, while allowing residents to live and work in the area without the necessity of driving.

There are at least a dozen excellent examples of station-area developments in the Washington area. Each responds to local circumstances and opportunities. The Friendship Heights station at the District boundary has helped create one of the most exclusive shopping districts in the region; the Alexandria Station (Walk Score® rating = 98) has brought tourism to its charming historic district; the Bethesda Station (Walk Score® rating = 97) has stimulated the growth of a major office district and made possible the creation of a large entertainment, retail and restaurant district beside it, and the recently opened inner-city New York Station (Walk Score® rating = 78) has stimulated the development of a new office and residential sector of the city dubbed NOMA (North of Massachusetts Avenue). Perhaps the two most interesting transit oriented developments from a walkability perspective are adjacent to the Clarendon and Columbia Heights stations.

Clarendon (Walk Score® rating = 94) and Columbia Heights (Walk Score® rating = 94) could hardly be more different. Clarendon caters to an upscale, generally young population that works in the suburbs or commutes to downtown Washington using the Metro. Many have young children, are in the process of acquiring furnishings for their homes, and shop in the neighborhood after work or on the weekends. During the day and evening hours the substantial number of people who work in the area or go there for dining and entertainment joins residents on the streets. Since most residents have an automobile, they retain the option of driving to regional malls and other shopping areas a few minutes away for clothing and other purchases. Columbia Heights, on the other hand, has a more captive population of residents, who shop for a broader array of goods at Target and other stores. They have fewer nearby entertainment and dining choices and depend upon the area for their medical and other service needs. Each center is successful in its own terms and demonstrates the virtue of local shopping areas near public transportation, which can multiply the trade area beyond the walk-in population.

Columbia Heights and Clarendon each had a long retailing tradition, albeit one that had been in decline for many decades. However, creating a transit-oriented neighborhood shopping area *de novo* is a vastly more difficult task. Such opportunities exist in cities with aggressive programs of extending light-rail lines to the suburbs.

An excellent example of a new suburban transit-oriented development is Orenco Station in Hillsboro Oregon (Walk Score® rating = 62). Its mixed-use center is two blocks from a new light rail station, and is beginning to attract shoppers from the growing community. A comparative study of Orenco Station and three areas of the city that are demographically comparable (one in the urban grid, and two suburban residential areas one near and the other distant from light rail transit) revealed that

Orenco Station residents walked more and used transit for more commuting trips. In a typical week, 50% of Orenco residents walked to a local store five or more times, compared with only 5% of residents in the Beaverton area, with similar demographics. The number walking regularly to shops in Orenco increased substantially from 2002 to 2007. In 2007, being “close to shops,” topped local residents lists of things most liked about the Orenco community.<sup>51</sup>

New suburban walkable centers need to build habits of use and loyalty in a competitive retail environment, where the majority of shoppers are already in their cars. Until there is a critical mass of residents within walking distance, shops struggle to stay afloat. When shops are not directly adjacent to the transit station, they need to persuade commuters to divert from their most direct path to patronize the stores. Developers and merchants need to have patience in nurturing new transit-oriented developments until the area becomes established.

## CASE STUDY: Clarendon, Virginia

Walk Score® rating = 94

Photos by Gary Hack



Clarendon Metro Station



New Development Adjacent to Clarendon Metro

Clarendon is possibly the most successful transit-oriented development area in the country. It has its origins in the decision by Arlington County to put the Metro line destined to Ballston underground through the center of this historic village and to promote the area as a mixed-use 24/7 living/working/shopping/entertainment area. Over 1.1 million sq ft of office space, 2,300 housing units and nearly 600,000 sq ft of retail space have been constructed in the area in recent years. Its streets are filled with urbanites young and old who live or work nearby. Its easy access to downtown Washington and other areas via the Metro makes it a destination for visitors meeting friends in restaurants and entertainment venues.

Clarendon was one of Northern Virginia's most important retail centers through the 1960s, boasting several department stores and a range of downtown retail uses. These stores gradually faded as regional malls were built, and the area became an ethnic Vietnamese area. The large sites in the area (Sears store, auto dealership and other historic uses) provided readily assembled parcels for mixed-use developments.

Two events changed character of Clarendon: the arrival of the Metro station in the 1980s and the location of a Whole Foods store on a former car dealership three blocks from the station. The past two decades have seen an explosion of mixed-use projects with ground floor retail spaces (and second floor, in some projects), with 4-10 story housing and office spaces above. Shopping opportunities now include large national chains (Crate and Barrel, the Container Store, Barnes and Noble, Williams Sonoma, Pottery Barn, an Apple Store) and a variety of local and home-grown establishments. There are very few vacancies on the commercial frontages. On side streets, in less expensive space, barber shops, hair salons, and a variety of local services remain in older and renovated spaces. Clarendon has become known for its



dozens of restaurants and entertainment places, which are filled with office workers at noon and attract people from the region after working hours throughout the week and weekend.

*Photos by Gary Hack*



*Whole Foods Supermarket at Clarendon*



*Clarendon Commons Mixed-Use Development*

The majority of local shoppers live in new high-rise housing near the station, although a significant stock of older housing within walking distance of the shopping is being upgraded for new owners. While many shoppers are walk-in customers, two large parking garages have been constructed (with shops lining the street levels) to accommodate those who drive to Clarendon. The range of shops requires a much larger base of support than living nearby.

Approximately 7,600 people live within one-half mile of the Clarendon Metro Station, and over 10,000 work within this radius. Transit enjoys a 44% modal split among these residents and employees. Transit ridership has grown by 119% since the station opened.

The Clarendon Metro Station occupies the space created by four major arterial streets – Clarendon and Wilson Boulevards (both designed Great Streets by APA), Washington Boulevard and Highland Street. While each can be congested during peak hours, it does not deter pedestrians from shopping along the sidewalks and in the courtyards and plazas created in the Market Common complex. Streets have been landscaped, crossings improved for pedestrians, and the central park adjacent to the Metro station is in the process of being upgraded.

The lessons from Clarendon include the importance of transit access in stimulating mixed-use development, the critical mass needed to attract flagship stores, and the synergy gained by mixing nighttime with daytime uses.

## CASE STUDY: Columbia Heights, Washington, DC

Walk Score® rating = 94

Photos by Gary Hack



*Metro Station with D.C. USA Development*



*Tivoli Theater, Supermarket, New Housing*

Columbia Heights is located along the 14<sup>th</sup> Street Corridor, an area badly scarred by the riots of 1968. Many shops and houses remained vacant for years, and there have been countless efforts to revive the historic shopping district. Beginning in the 1990s, the population of the area became more diverse, with Hispanics moving in, and the wave of gentrification moving northward into Columbia Heights. In 2010, the area was arguably D.C.'s most ethnically diverse neighborhood with a 44% African American, 28% Hispanic, 23% white, and 3% Asian population.

The transition of the area to a shopping magnet began in 1996, a major initiative of the D.C. government anticipating the opening of the Columbia Heights Metro station, which opened in 1999. The Tivoli Theater, once a high spot of the neighborhood culture, was restored, and its street facing shops were re-tenanted. A Giant food store located on an adjacent site and several new housing projects were developed for market rate and assisted tenants. The key to the area's revival was the construction of D.C. USA, a 546,000 sq ft retail complex across from the Metro Station, which opened in 2008. Anchored by Target, Best Buy, Bed Bath & Beyond, and Washington Sports Club, it also includes 390,000 sq ft of underground parking – demanded by the major retailers as a condition of locating there – which has never been fully used. In recent years the Dance Institute of Washington opened a new facility next door on 14<sup>th</sup> Street, and the area remains a home for several embassies and the Mexican Cultural Institute.

Columbia Heights attracts shoppers across a broad spectrum of households and income levels. Approximately 29,000 people live within one-half mile of the Metro

station, the largest number for any station on system, 17% travel by transit to their destinations. The area's sidewalks (with newly installed streetscape) are crowded through much of the day and on weekends. While there is turnover among the smaller merchants, the vacancy rate is much lower than in the past. A number of new bars and restaurants have opened on side streets, and some of the nearby housing is being converted for small businesses. New types of shops, addressing the preferences of each group in the neighborhood – the “hip” younger set, working professionals, Hispanic families, middle class households, elderly, students) – continue to open, and the upper floors of buildings are occupied by a broad range of health and professional services.

## CASE STUDY: Orenco Station, Hillsboro, Oregon

Walk Score® rating = 62

*Photo by Costa Pacific Realty*

*Photo by Steve Szigethy*



*Town Center, Orenco Station*



*Town Center, Orenco Station*

Orenco Station draws its name from the Oregon Nursery Company which had created the rudiments of a company town on the site prior to going bust in the Great Depression. When Portland's TriMet Westside light-rail line was extended out to Hillsboro, the 209-acre site became the logical location for a "town center" in the 2040 metropolitan plan. Located close by is an employment center with 15,000 workers, the "silicon forest," and the Orenco MAX station is the nexus of a web of bus routes funneling commuters to the transit line.

The core of the site is a 49-acre walkable mixed-use center, with housing over shops along Cornell Street, the area's new main street. The first stage of the center opened in 1997, and it continues to develop. Retail uses build on the well-known Hillsboro Sunday farmers market, which has been a local destination for many years. A home grown supermarket, New Seasons, continues the fresh food tradition. Other early shops include two restaurants, cleaners, a kitchen supply store, women's clothier, coffee shops, gift shops, video shop, print shop, bank, and pet market. The Orenco hotel adds a spa and restaurants to the town center. Many of the merchants live in the town, several in live-work townhomes designed for this purpose. Nearby, also within walking distance, is Crossroads at Orenco Station, a more conventional community shopping center anchored by a large grocery store, discount store, and drug store.

A comparative study of Orenco Station and other areas revealed that Orenco Station residents walked more and used transit for more commuting trips. In a typical week, half of Orenco residents walked to a local store five or more times, compared with only 5% of residents in comparable areas.

Nonetheless, shops in the town center have continued to struggle to build their sales volumes. As more housing units are added nearby and the area becomes better known as a destination, sales will grow. One of the difficulties is that the shopping area is two blocks from the station itself, although most pedestrians and buses pass the town center en route to the station. It demonstrates the importance of having shops visible from the transit station.



## Larger Suburban Town Centers

Two privately developed new towns were begun in the Washington metropolitan area in the 1960's: Columbia Maryland and Reston Virginia. Neither is served by transit to Washington or Baltimore, forcing their designs to be largely auto-oriented. Both created systems of neighborhood retail centers distributed throughout the community, some of them quite innovative. Columbia's neighborhood centers cluster schools, religious facilities, and other institutions around retail uses, allowing residents to avoid multiple trips. For their town centers, each developed a mix of office, retail and residential uses, but their designs are poles apart. Columbia, developed by the Rouse Company that was best known for its regional malls, developed a multi-level mall at its center, surrounded by parking. While it was possible to walk from the mall to nearby offices, the library and the waterfront, few people actually did – they behaved as if they were going to a suburban mall. Reston viewed its town center as an organic development built on the principles of older downtown areas, with a grid of streets and development sites. Today, forty years later, Columbia is contemplating the demolition of its original mall, while Reston is celebrating the success of its town center, which continues to add businesses and residents.

Reston Town Center (Walk Score® rating = 83) is a walkable environment that serves as a mecca for surrounding suburban areas, drawing as many people on weekends as during the week. People actually drive to the area in order to enjoy an urban environment with brick sidewalks, shops, parks, squares, and entertainment places. Its office space commands premium rents, housing sells or rents briskly, and the town center now boasts of more than 50 retail outlets, 30 restaurants, a multiplex cinema, and a Hyatt Regency hotel. The Pavilion at the center of downtown hosts special events, concerts and ice-skating in the winter. Through the summer months there are festivals that draw thousands to the area, and a procession of meetings and conferences at the hotel brings visitors to Reston each day.

Retail uses at Reston Town Center are dominated by restaurants and bars, entertainment venues, upscale clothing, gourmet foods, and boutiques of various kinds, including the best-known national chains, serving the needs of employees and visitors. The growing resident population in and around the center is not well served by the offerings in the town center. But hedging their bets, the developers also created the Spectrum Center next door to the town center with a full-scale supermarket and other large-format shops. If you live in or near the town center, it is possible to walk to the Spectrum Center, but few people actually do; many more stop by on their way home from work or make a weekend excursion for their weekly needs. Health care facilities, the regional library and a large building-supply outlet are also located a short distance from the town center.

The dream of Reston Town Center has always been to connect to the mass transit system and become part of the system of Washington-Baltimore's linked metropolitan sub centers. Currently a bus transit station at the edge of the town center provides service to the District and other nearby locations. With the extension of the

*Photo by Gary Hack*



*Reston Town Center*



*Reston Town Center*



Silver Line of the Metro system, Reston Town Center is scheduled to become fully accessible by rail transit in a few years.

Reston has taken 45 years to build and currently has close to 60,000 residents. In few places is there land available in single ownership to build a full-scale new town. The more usual situation is developing parcels of 500 acres or less, in an environment where there are competing claims on the shopping dollars of residents. The ambition to create community shopping area needs to be scaled down to what can be supported by the population on the site and its immediate environs.

Kentlands (Walk Score® rating = 86) in Gaithersburg Maryland is an ambitious attempt to build a diverse shopping place for an innovative walkable community and bears a careful look. It is successful in encouraging residents of Kentlands and the adjacent higher-density suburban areas to walk to local services, entertainment, and some shopping outlets. It struggles to attain a critical mass, however, and, ultimately, its success may, like Reston's, hinge on construction of a light-rail link to the regional metro system. Rent levels, particularly in Main Street shops, have been lower than hoped and there is more turnover than desired. But studies of housing prices in Kentlands have shown a significant premium on residential values that can be attributed, in part, to the walkable environment. The shopping area is planned so that over time, it has the opportunity to add new shopping opportunities, becoming denser, and adapting and changing with the needs of the population of community.

## CASE STUDY: Kentlands Downtown, Gaithersburg, Virginia

Walk Score® rating = 86

Photos by Gary Hack



Market Square, Downtown Kentlands



Main Street, Downtown Kentlands

Kentlands is one of the earliest examples of a New Urbanist Community in the U.S. Planned in 1988, it includes housing at a variety of densities from small-lot detached houses to townhouses to garden apartments, institutions, recreation facilities, and a large commercial area. Creating a successful commercial area was essential to the finances of the project, since it was expected to carry a large fraction of the site acquisition costs. However, after the development of the residential area began, the project became a casualty of the 1990 recession and the developer of the commercial area withdrew. The entire project was taken over by the lenders.

Revived in 1991 under new ownership, Kentlands has become a successful walkable residential development, with 1800 homes. An adjacent site, Lakelands, has been planned and developed in a similar manner, adding 1410 more homes. A study of housing prices in Kentlands found that buyers were willing to pay a 15% premium for their houses to live in the community, evidence of the value of walkable new urbanism.<sup>52</sup> Over the years, cultural institutions have been added to the community as well as schools, churches and a community recreation center. Adjacent to Kentlands, development includes a large pharmaceutical facility with several thousand employees, an R&D park, and a variety of more conventional subdivisions.

Developing the shopping area, however, proved problematic for many years.<sup>53</sup> After several false starts, it was ultimately developed as three linked areas:

- Kentlands Square, a large-format store area, developed with national chains including K Mart, Lowe's, Giant Supermarket, Panera Bread, Chipotle

Mexican Grill, and banks (complete with drive up windows). The area was planned with a grid of streets and blocks, so that residents of Kentlands can walk to the stores, and allowing it to change and become denser over time.

- Market Square, a largely one-story street-oriented shopping area with a mixture of national chains and local outlets, that include boutique clothing, bakeries, household furnishings, wines, gourmet foods and candies, pet supplies, and art supplies. The area also includes a professional office building, health care facilities, a cinema, several restaurants and a square where farmers markets are held during the summer months.
- Main Street, a three-story street-oriented mixed-use development, lined with shops on one side and portions of the other side, depending upon the preferences of the owners of properties.

Photos by Gary Hack



Kentlands Square, Downtown Kentlands



Offices in Market Square, Downtown Kentlands

*This is a unique attempt to create an "organic" shopping street, where individual property owners decide upon the ground floor uses. The majority of uses are professional services including dentists, hair and nail salons, judo and yoga studios, music academies, realtors, and the like. Retail stores include beer and wine, coffee shops, restaurants, jewelry and crafts, gallery and framing, and children's clothing. In some instances, owners of shops live in the upper stories above them; in other cases, the upper floors are condominiums, rental housing units, or small office spaces.*

Together the three areas provide a wide array of goods and services for residents of Kentlands, Lakelands, and adjacent communities. A few residents walk to Kentlands Square, but the majority of the patronage comes by car. Merchants would like greater visibility for their center, which turns inward, away from the nearby arterial streets. Market Square appears to attract a mix of walkers and drivers, including employees of the office space on the square. On-street parking makes it an attractive place to reach by car. The cinema is a magnet attracting people to dine in the area's restaurants, and sidewalks are busy with shoppers on weekends, less so during the week. A larger fraction of Main Street's patronage arrives by foot, and merchants in the area speak of loyal customers who visit their establishments regularly. Because of the diverse ownership of the area, the tenants are skewed to those who can deliver

dependable results drawing on the local market. As a result, the street has multiple dentists, hairdressers, and nail salons and has become a local service street rather than a traditional shopping area.

Seeking to develop the commercial area, businesses have joined together to form the Kentlands Downtown Partnership. They are advocating for the a light-rail connector from the downtown area to the major mass transit stop in downtown Gaithersburg, improved crossings on Great Seneca Highway (Route 119) to encourage pharmaceutical workers to walk to the downtown and increased festivals and other cultural events to attract more patrons to the area.

## Summary: What We Know About Walkable Shopping Areas

What does this collection of research, opinions and case examples tell us about the performance of walkable urban areas? There are at least nine conclusions that can be drawn:

1. *There is great enthusiasm for walkable shopping areas among retail experts, developers, and many residents of urban and suburban areas.* Demographics, increased gas prices, public policies that encourage higher densities, and changing life style preferences all point in the direction of greater support for walkable retail areas.
2. *Walkable retail areas have the potential to attract many people beyond the immediate walking radius.* An important finding is that walkable retail areas often attract more patronage and more retail stores than their immediate trade area would suggest. They realize a “place dividend” by developing a unique local identity.
3. *Businesses appear to do better in walkable commercial areas than in areas attracting mainly drive-to patronage.* Evidence suggests that rents in walkable shopping areas can be 27-54% higher than in non-walkable areas. Many of the most successful recent shopping developments have been located and designed to attract a substantial walk-in population.
4. *To be successful, walkable retail areas need to cater to diverse needs and reach a critical mass.* Successful retail areas need to encourage multi-purpose trips, which means offering not only unique local shops but also more generic larger-format outlets and services. One successful strategy is to couple specialized street-oriented retail with areas capable of accommodating large grocery, pharmacy, discount, and category killer stores.
5. *Supermarkets that have created attractive brands are important anchors for walkable neighborhood shopping areas.* Many successful local shopping areas were built around the arrival of a highly attractive supermarket. In underserved communities, developing supermarkets has been the most successful strategy to create walkable shopping areas.
6. *Mass transit is an important component of the best walkable retail areas.* The surest way to assemble a critical mass of shoppers is to locate a shopping area at a mass transit station. Coupling transit with high-density housing and workplaces can lock in patronage for a shopping area.
7. *While there is a great deal of turnover in neighborhood shops, over time the accumulated loyalty and equity in businesses help breed success.* Retail establishments generally have high turnover rates, and maintaining a stable core of shops and services is critical for developing loyalty towards an area. Turnover can also be an asset, allowing new shops to reflect changing demographics and creating new reasons for shopping in an area.

8. *Ethnic shopping areas and urban life-style areas have the built-in patronage to make local shopping a success.* Some of the most successful walkable shopping areas in the US are ethnic areas that have become the social as well as retail centers of their communities. Close behind are shopping areas catering to new urban lifestyles that tap the purchasing power of young households and families with an upward trajectory of income growth.
9. *The presence of nearby walkable shopping areas can yield dividends for home prices in surrounding areas.* A compelling conclusion of research is that walkable shopping areas increase nearby housing values. They are a reflection of the desires of a broad cross-section of urban residents to live in a more walkable environment.

## Learning More about Retail Performance

The very diversity of local shopping areas makes them difficult to study and creates difficulties in generalizing about the results. While a few standing public and proprietary data sources on retail sales can be mined, they it is not easy to correlate this with data on the size and number of shops in local shopping districts. In many cases an accounting of occupied commercial space is not available, and there is no historical record on the history and turnover of establishments. It is also hazardous to infer from sales data the trade area served by local shopping areas, since we know little about household consumption patterns in urban areas. As a result, field studies that focus on a local shopping area over time are required to get at the actual performance of businesses in walkable commercial areas. Surveys of merchants and establishments will be required to collect the fine grained data necessary to really understand retail dynamics, and an analysis of the demographics of the areas served is essential to dimension the demand for retail outlets.

It would be very useful to know:

- The types of businesses (by merchandise or service categories, and by types of ownership) that do well in local walkable shopping areas, and others that only survive under special circumstances.
- The average business revenues per sq ft of space of shops of various types and how these vary between local one-outlet shops and national chains.
- The level of patronage required to support these shops, and the densities within a 10-minute walking range that are required to deliver this patronage, accounting for income differences.
- Successful strategies for promotion and development of local shopping districts.
- The modal split of patrons of successful local shopping areas.
- Actual parking requirements for local shopping areas that depend upon a mix of patrons who walk, cycle and drive.



- The level of rent required to support new development as part of mixed-use projects on local shopping streets.

These issues cut across disciplinary lines, and will require the collaboration of real estate economists, business development professionals and planning professionals. The urgency of further research is clear, however: creating viable local commercial areas is one of the keys to making cities truly walkable.

## Additional Resources

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#### **ABOUT THE PROGRAM**

*Active Living Research*, a national program of the Robert Wood Johnson Foundation, stimulates and supports research to identify environmental factors and policies that influence physical activity for children and families to inform effective childhood obesity prevention strategies, particularly in low-income and racial/ethnic communities at highest risk. Active Living Research wants solid research to be part of the public debate about active living.

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## City of Spokane: *Design Standards and Guidelines for Centers and Corridors*— 2014 review and revisions with 2015 updates

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<b>Building Design</b>		
<b>Cover page date</b>	<b>Cover page date will be revised as applicable</b>	
<p><b><u>Guidelines Application</u></b> (Front Matter—p 2)</p> <p>These Initial Design Standards and Guidelines for Centers and Corridors are applied within the CC1, CC2, and the optional CC3 zoning categories found on the Official City of Spokane Zoning Map. All projects must address the pertinent standards and guidelines. A determination of consistency with the standards and guidelines will be made by the Planning Director following an administrative design review process.</p> <p>Some of the guidelines contained in this document use the word “shall” while others use the word “should”.</p> <p>Regardless of which term is used, each guideline must be addressed by an applicant. The City will expect to see how the design of a project has responded to every one of the guidelines.</p> <p>The “shall” statements, with such wording, are absolutely mandatory and offer relatively little flexibility unless choices are provided within the statement itself. All projects must include these elements as described.</p> <p>However, guidelines that use the word “should” are meant to be applied, but with some flexibility. They indicate that the City is open to design features that are equal to, or better than, that stated - so long as the intent is satisfied. The applicant assumes the burden of proof to demonstrate how a proposed</p>	<p><b><u>Guidelines Application</u></b></p> <p>These Design Standards and Guidelines for Centers and Corridors are applied within the CC1, CC2, and the optional CC3 zoning categories found on the Official City of Spokane Zoning Map. All projects must address the pertinent standards and guidelines. A determination of consistency with the standards and guidelines shall be made by the Planning Director following an administrative design review process.</p> <p>Some of the guidelines contained in this document use the word “shall” while others use the word “should”.</p> <p>Regardless of which term is used, each guideline must be addressed by an applicant. The City will expect to see how the design of a project has responded to every one of the guidelines.</p> <p>The “shall” statements, with such wording, are absolutely mandatory and offer relatively little flexibility unless choices are provided within the statement itself. All projects must include these elements as described.</p> <p>However, guidelines that use the word “should” are meant to be applied, but with some flexibility. They</p>	<p><b>Purpose</b>  <i>The purpose of refining the design standards for CC1 and CC2 is to better implement the Comp Plan’s policy intent for pedestrian-oriented, mixed-use development, while understanding the need to buffer the impact of more intense development on adjacent single-family residents and the surrounding neighborhood.</i></p> <p><b>Policy Discussion:</b> Centers and Corridor design standards are critical to the development of mixed-use areas, which require more careful consideration of pedestrian environment and treatment of buildings. “Shall” statements are absolutely mandatory. Some of the “should” statements have been changed to “shall” throughout the document to ensure consistency of center &amp; corridor development standards and to support the intent for a pedestrian-oriented environment.</p> <p>Changes to this section clarify that “shall statements” are absolutely mandatory unless choices are. (See further discussion of the Design Review Board below).</p> <p>There are other codes and ordinances beyond those in the Design Standards that apply to Center and Corridors. If there is inconsistency</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference												
<p>design meets this test and determination will be made by the Director.</p> <p>Finally, it should be noted that there are other codes and ordinances that govern development in centers and corridors, such as the Building Code and Public Works Standards.</p>	<p>indicate that the City is open to design features that are equal to, or better than, that stated - so long as the intent is satisfied. The applicant assumes the burden of proof to demonstrate how a proposed design meets this test and determination will be made by the Director.</p> <p>For those Standards and Guidelines that have been designated "Requirement (R)," an applicant may seek relief through Chapter 17G.030 Design Departures.</p> <p>It should be noted that there are other codes and ordinances that govern development in centers and corridors, such as the Building Code and Public Works Standards. The most restrictive code shall apply.</p>	<p>between two codes, <u>the most restrictive code shall apply.</u></p>												
<p><b><u>Section 17C.230.120 Maximum Allowed Parking Spaces</u></b></p> <p><b>Table 17C.230-1</b></p> <table border="1"> <tr> <td data-bbox="100 906 205 1105">CC1, CC2, CC3 [2]</td><td data-bbox="205 906 394 1105">Nonresidential</td><td data-bbox="394 906 741 1105">Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.</td></tr> <tr> <td data-bbox="100 1105 205 1398"></td><td data-bbox="205 1105 394 1398">Residential</td><td data-bbox="394 1105 741 1398">Minimum ratio is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit plus 1 per bedroom after 3 bedrooms; whichever is less. Maximum ratio is the same as for nonresidential uses.</td></tr> </table>	CC1, CC2, CC3 [2]	Nonresidential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.		Residential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit plus 1 per bedroom after 3 bedrooms; whichever is less. Maximum ratio is the same as for nonresidential uses.	<p><b><u>Section 17C.230.120 Maximum Allowed Parking Spaces</u></b></p> <p><b>Table 17C.230-1</b></p> <table border="1"> <tr> <td data-bbox="779 906 884 1105">CC1, CC2, CC3 [2]</td><td data-bbox="884 906 1073 1105">Nonresidential</td><td data-bbox="1073 906 1419 1105">Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.</td></tr> <tr> <td data-bbox="779 1105 884 1268"></td><td data-bbox="884 1105 1073 1268">Residential</td><td data-bbox="1073 1105 1419 1268">Minimum ratio is 1 stall per dwelling unit , plus 1 per bedroom after 3 bedrooms. Maximum ratio is the same as for nonresidential uses.</td></tr> </table>	CC1, CC2, CC3 [2]	Nonresidential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.		Residential	Minimum ratio is 1 stall per dwelling unit , plus 1 per bedroom after 3 bedrooms. Maximum ratio is the same as for nonresidential uses.	<p><b>Purpose</b>  <i>The purpose of refining the design standards for CC1, CC2, and CC3 parking ratios is to better implement the Comp Plan's policy intent for pedestrian-oriented, mixed-use development, while understanding the need to buffer the impact of more intense development on adjacent single-family residents and the surrounding neighborhood.</i></p> <p><b>Policy Discussion:</b> Centers and Corridor design standards are critical to the development of mixed-use areas, which require more careful consideration of pedestrian environment and treatment of buildings.</p>
CC1, CC2, CC3 [2]	Nonresidential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.												
	Residential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area or a minimum of 1 stall per dwelling unit plus 1 per bedroom after 3 bedrooms; whichever is less. Maximum ratio is the same as for nonresidential uses.												
CC1, CC2, CC3 [2]	Nonresidential	Minimum ratio is 1 stall per 1,000 gross square feet of floor area. Maximum ratio is 4 stalls per 1,000 gross square feet of floor area.												
	Residential	Minimum ratio is 1 stall per dwelling unit , plus 1 per bedroom after 3 bedrooms. Maximum ratio is the same as for nonresidential uses.												

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<p><b><u>Landscaping as Transition Mitigation for Centers and Corridors</u></b></p> <p>NA: new section&gt;&gt;</p>	<p><b><u>Landscaping as Transition Mitigation for Centers and Corridors</u></b></p> <p><b>GUIDELINES:</b></p> <ul style="list-style-type: none"> <li>• <b>Buffer Zones:</b> CC1, CC2, and CC4 zoned properties except where buildings are built with no setback from the property line shall include an eight-foot wide planting area of see-through buffer, including street trees between development and adjacent residential neighborhoods that are next to or directly behind as prescribed in SMC 17C.200.050. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries.</li> <li>• <b>Additional Landscape Features:</b> Developers are encouraged to include elements throughout the site that improve the health of trees and plantings, berms, improved storm water management, or artistic features that improve the pedestrian environment.</li> </ul>	<p><b>Intent:</b> <i>To provide a transition between higher density development and lower density residential near Centers and Corridors through landscape design to buffer impacts from lighting and sound.</i></p> <p><b>Policy Discussion:</b> This adds a new section to include <u>an eight-foot wide planting area of see-through buffer, including street trees between development and adjacent residential neighborhoods that are next to or directly behind.</u> The purpose is to provide a transition between higher-density development and lower-density residential through better landscape design to buffer visual and noise impacts.</p>
<p><b><u>Buildings along the Street (p 4)</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. New development should not have only parking between buildings and the street. In shopping centers, buildings shall be placed along the sidewalk so that at least 15% of the frontage of the site consists of building façades.</li> <li>2. Buildings placed along sidewalks shall have windows and doors facing the street (see “Façade Transparency”) and shall incorporate other architectural features (see “Ground Level Details” and “Treatment of Blank Walls”).</li> </ol>	<p><b><u>Buildings along the Street</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. New development shall not have parking between buildings and the street. Buildings shall be placed along the sidewalk so that at least 30% of the frontage of the site consists of building façades.</li> <li>2. Buildings placed along sidewalks shall have windows and doors facing the street (see “Façade Transparency” and “Prominent Entrances”) and shall incorporate other architectural features (see “Ground Level Details” and “Treatment of Blank Walls”).</li> <li>3. When the site contains a corner, the building shall</li> </ol>	<p><b>Intent:</b> <i>To ensure that at least some part of the development of a site contributes to the liveliness of sidewalks.</i></p> <p><b>Policy Discussion:</b> Changes to this section <u>would not allow parking between buildings and the street. It would also require that 30% of the frontage of the site consist of building façades.</u> This will ensure a livelier pedestrian environment by placing parking in the rear and ensuring some building frontage along the street, making pedestrian access more direct and enhancing the liveliness of the street activity.</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
	be placed to the corner.	This adds a new guideline: <u>When the site contains a corner, the building shall be placed to the corner.</u> The purpose of this new guideline is to discourage placing parking on the corner and ensuring a livelier, safer pedestrian environment.  Also add: <u>Applicants have the ability to request a Design Review Board review.</u>
<b><u>Building Along Intersection Corners</u></b>  NA: new section>>	<b><u>Building Along Intersection Corners Requirement (R)</u></b>  <b><u>Guidelines:</u></b> <ol style="list-style-type: none"> <li>Buildings shall hold the street corner although setbacks that accommodate plazas, seating areas, landscaping, clear view triangles (for traffic safety) and prominent entrances are acceptable.</li> <li>When there is more than one intersection corner on the site, the building shall be oriented to the corner with the highest category street. For example the intersection of a principal arterial and a principal arterial would be preferred over the intersection of a principal arterial and a minor arterial.</li> </ol> <i>Deviation from this guideline must meet the intent of this section and requires a recommendation of approval by the Design Review Board.</i>	Intent: <i>To utilize building placement and massing along intersection corners to create an environment that frames the public realm and creates an urban street edge and contributes to the liveliness of sidewalks.</i>  Policy Discussion: This addition covers building along the street; specifically covering <u>intersection corners</u> . The purpose is to ensure that corners are held and makes the distinction between principle and minor arterials.
<b><u>Sidewalk encroachments (p 5)</u></b>  <b>GUIDELINES:</b> Temporary sidewalk encroachments are allowed. Café seating, planters, ramps, stairs, and sandwich board signs which are located on the sidewalk shall be located	<b><u>Sidewalk encroachments</u></b>  <b>GUIDELINES:</b> Temporary sidewalk encroachments are allowed. Café seating, planters, ramps, stairs, and sandwich board signs which are located on the sidewalk shall be located	Intent: <i>To ensure that there is a minimum clear, unobstructed walking route along sidewalks.</i>  <b>Policy Discussion:</b> <u>Changes the clear pathway from a 4-6 foot minimum, which is</u>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
in such a manner as to leave a pathway at least 4 feet wide that is free of obstructions.	in such a manner as to leave a pathway at least 4-6 feet wide that is free of obstructions.	consistent with other city standards.
<p><b><u>Screening and noise control of services (p 7)</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. All service, loading and trash collection areas shall be screened by a combination of decorative walls of masonry, wood, vinyl, and planting.</li> <li>2. Loading and service areas should not face any residential district, unless no other location is possible.</li> </ol>	<p><b><u>Screening and noise control of services</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. All service, loading and trash collection areas shall be screened by a combination of decorative walls of masonry, wood, vinyl, and planting.</li> <li>2. Loading and service areas should not face or be adjacent to any residential district, unless no other location is possible.</li> </ol>	<p><b>Intent:</b> <i>To reduce the impact of service, loading and trash storage areas.</i></p> <p><b>Policy Discussion:</b> This change clarifies that loading, trash or service areas <u>should not face or be adjacent to any residential district</u> to reduce the impact of these activities. These activities should happen directly behind a building and shall be appropriately screened.</p>
<p><b><u>Pedestrian connections in parking lots (p 10)</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Within parking lots containing more than 30 stalls, clearly defined pedestrian connections should be provided: <ul style="list-style-type: none"> <li>•Between a public right-of-way and building entrances</li> <li>•Between parking lots and building entrances</li> </ul> Pedestrian connections can be counted toward the amount of required landscaping.</li> <li>2. Pedestrian connections shall not be less than 5 feet wide.</li> <li>3. Pedestrian connections shall be clearly defined by at least two of the following: <ul style="list-style-type: none"> <li>•6 inch vertical curb.</li> <li>•Textured paving, including across vehicular lanes.</li> <li>•A continuous landscape area at a minimum of 3 feet wide on at least one side of the walkway.</li> </ul> </li> </ol>	<p><b><u>Pedestrian connections in parking lots</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Within parking lots containing more than 30 stalls, clearly defined pedestrian connections should be provided: <ul style="list-style-type: none"> <li>• Between a <u>all</u> public right-of-way and building entrances</li> <li>• Between parking lots and building entrances</li> </ul> Pedestrian connections can be counted toward the amount of required landscaping.</li> <li>2. Pedestrian connections shall not be less than 5 feet wide.</li> <li>3. Pedestrian connections shall be clearly defined by at least two of the following: <ul style="list-style-type: none"> <li>•6 inch vertical curb.</li> <li>•Textured paving, including across vehicular lanes.</li> <li>•A continuous landscape area at a minimum of 3 feet wide on at least one side of the walkway.</li> </ul> </li> </ol>	<p><b>Intent:</b> <i>To create a network of safe and attractive linkages for pedestrians.</i></p> <p><b>Policy Discussion:</b> Requires a clearly marked pedestrian way between right-a-ways and building entrances. This allows safer pedestrian entry and movement through parking lots.</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
	<p>4. When there is a transit stop adjacent to the site, a pedestrian connection between the transit stops and building entrances, especially the prominent entrances, should be provided.</p> <p>5. Pedestrian connections should maximize directness of travel between pedestrian origin and destination.</p>	
<p><b><u>Drive-through lanes (p 11)</u></b></p> <p><b>GUIDELINES:</b> Access and stacking lanes serving drive-through businesses shall not be located between the building and any adjacent street.</p>	<p><b><u>Drive-through lanes</u></b></p> <p><b>GUIDELINES:</b> Any lanes serving drive-through businesses shall not be located between the building and any adjacent street.</p>	<p><b>Intent:</b> <i>To ensure that the streetscape environment is lively and not overwhelmed by the presence of automobiles.</i></p> <p><b>Policy Discussion:</b> Clarifying that any lanes serving drive-thru businesses shall not be located between the building and the adjacent street. (According to discussions with Planning Staff and those who were involved in developing these standards, this was the original intent).</p>
<p><b><u>Transition between commercial and residential development (p 12)</u></b></p> <p><b>GUIDELINES:</b> Code provisions require lower heights for portions of buildings that are close to single family residential zones. In addition, any side of the building visible from the ground level of an adjacent single family residential zone shall be given architectural treatment using two or more of the following: a. architectural details mentioned under “Ground Level Details” b. pitched roof form c. windows d. balconies e. if building is on the Spokane Register of Historic Places, the Secretary of the Interior’s Standards for rehabilitation historic design guidelines shall apply.</p>	<p><b><u>Transition between commercial and residential development Requirement (R)</u></b></p> <p><b>GUIDELINES:</b> Code provisions require lower heights for portions of buildings that are close to single family residential zones. In addition, any side of the building visible from the ground level of an adjacent single family residential zone shall be given architectural treatment using three or more of the following: a. architectural details mentioned under “Ground Level Details” b. pitched roof form c. windows d. balconies e. if building is on the Spokane Register of Historic Places, the Secretary of the Interior’s Standards for rehabilitation historic design guidelines shall apply.</p>	<p><b>Intent:</b> <i>To ensure compatibility between the more intensive uses in centers and corridors and lower intensity uses of adjacent residential zones by incorporating design elements that soften transitions and protect light and privacy for adjacent residents.</i></p> <p><b>Policy Discussion:</b> To protect adjacent residential quality of life, taller buildings in CC1 need to have <u>three or more</u> design elements such as <u>windows, balconies, architectural details, pitched roof form</u> that keep adjoining commercial activity from negatively impacting nearby residential activity.</p> <p>The Planning Director may approve a deviation from including three or more of the design elements only when the design is reviewed and recommended by the Design Review</p>



Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
	Deviation from using three of these architectural treatments must meet the intent of this section and requires a recommendation of approval by the Design Review Board.	Board as still meeting the intent of this section. This allows some flexibility in design, while still meeting the goals of minimizing impact to adjoining properties.  Also add: <u>Applicants have the ability to request a Design Review Board review.</u>
<b><u>Treatment of blank walls (p 13)</u></b>  <b>GUIDELINES:</b> Walls or portions of walls where windows are not provided shall have architectural treatment wherever they face adjacent streets or adjacent residential areas (see guidelines for Façade Transparency). At least four of the following elements shall be incorporated into these walls a. masonry (but not flat concrete block) b. concrete or masonry plinth at the base of the wall c. belt courses of a different texture and color d. projecting cornice e. projecting metal canopy f. decorative tilework g. trellis containing planting h. medallions i. opaque or translucent glass j. artwork k. vertical articulation l. lighting fixtures m. an architectural element not listed above, as approved, that meets the intent.	<b><u>Treatment of blank walls</u></b>  <b>GUIDELINES:</b> Walls or portions of walls where windows are not provided shall have architectural treatment wherever they face adjacent streets or adjacent residential areas (see guidelines for Façade Transparency). At least four of the following elements shall be incorporated into these walls a. masonry (but not flat concrete block) b. concrete or masonry plinth at the base of the wall c. belt courses of a different texture and color d. outward projecting cornice e. projecting metal canopy f. decorative tilework g. trellis containing planting h. medallions i. opaque or translucent glass j. artwork k. vertical articulation l. lighting fixtures m. vertical landscape wall or “green wall” n.. display windows o. Signage as identified in “Pedestrian Oriented Signs” p. an architectural element not listed above, as approved, that meets the intent.	<b>Intent:</b> <i>To ensure that buildings do not display blank, unattractive walls to the adjacent street or residential areas.</i>  <b>Policy Discussion:</b> This change clarifies that a projecting cornice (an architectural treatment that adds character to a building) should be outward facing.
<b><u>Prominent entrances (p 14)</u></b>  <b>GUIDELINES:</b>	<b><u>Prominent entrances Requirement (R)</u></b>  <b>GUIDELINES:</b>	<b>Intent:</b> <i>To ensure that main building entrances are easily identifiable, clearly visible, and accessible from streets and sidewalks in order</i>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<p>1. The principal entry to a store / building shall be marked by</p> <p>(a) ornamentation around the door, and</p> <p>(b) at least one of the following:</p> <ul style="list-style-type: none"> <li>• Recessed entrance (recessed at least 3 ft.)</li> <li>• Protruding entrance (protruding at least 3 ft.)</li> <li>• Canopy (extending at least 5 ft.)</li> <li>• Portico (extending at least 5 ft.)</li> <li>• Overhang (extending at least 5 ft.)</li> </ul>	<p>1. The principal entry to a store / building shall face the street and/or intersection corner and be marked by</p> <p>(a) special or unique architectural detailing around the door opening, and</p> <p>(b) at least one of the following:</p> <ul style="list-style-type: none"> <li>• Recessed entrance (recessed at least 3 ft.)</li> <li>• Protruding entrance (protruding at least 3 ft.)</li> <li>• Canopy (extending at least 5 ft.)</li> <li>• Portico (extending at least 5 ft.)</li> <li>• Overhang (extending at least 5 ft.)</li> </ul> <p>2. When possible, the entrance should be considered as a collection of elements:</p> <ul style="list-style-type: none"> <li>▪ Overhead: canopy, porches, building extensions</li> <li>▪ Transitional: stoops, courtyards, stairways, ramps, portals, pocket gardens, deck</li> <li>▪ Ground Surface: Seating walls, special paving, landscaping, trees, lighting</li> </ul> <p>Deviation from this guideline must meet the intent of this section and requires a recommendation of approval by the Design Review Board</p>	<p><i>to encourage pedestrian activity and enliven the street.</i></p> <p><b>Policy Discussion:</b> This change requires the principal entry to a store/building to <u>face the street or intersection corner</u> to support pedestrian safety and provide a sense of place.</p> <p>Also add: <u>Applicants have the ability to request a Design Review Board review.</u></p>
<p><b><u>Facade Transparency</u></b></p> <p><b>NA: new section&gt;&gt;</b></p>	<p><b><u>Facade Transparency</u></b></p> <p><b>GUIDELINES:</b></p> <p>1. In residential, commercial or mixed-use, a minimum of 15% of any ground floor façade* that is visible from and fronting on any abutting street shall be comprised of windows with clear, “vision” glass allowing views into the interior.</p> <p>2. A minimum of 30% of any ground floor commercial or mixed-use building façade* that is visible from, fronting on, and located within 60 feet of an arterial or pedestrian street shall be comprised of windows with clear, “vision” glass</p>	<p><b>Intent:</b> <i>To provide visual connection between activities inside and outside the building.</i></p> <p><b>Policy Discussion:</b> This guideline clarifies that the percentage minimums apply to residential, commercial, and mixed-use facades.</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
	<p>allowing views into the interior. Display windows may be used to meet half of this requirement.</p> <p>3. A minimum of 50% of any ground floor commercial or mixed-use building façade* that is visible from and located within 20 feet of an arterial or pedestrian street shall be comprised of windows with clear, "vision" glass allowing views into the interior. Display windows may be used to meet half of this requirement.</p> <p>*façade within 2 feet and 10 feet above the level of the adjacent sidewalk, walkway or ground level.</p>	
<p><b><u>Materials</u></b></p> <p><b>NA: new section&gt;&gt;</b></p>	<p><b><u>Materials</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Subject to the façade transparency requirements of these design standards and guidelines, street level exterior facades* that face public streets or sidewalks should be clad in durable materials compatible with an urban context, including materials such as stone, tile, metal, masonry, concrete, manufactured cement products, and/or glass.</li> <li>2. Exterior Insulating Finish Systems (EFIS) and lapped siding products and generally do not comply with the intent of the City's design standards and guidelines and are not allowed on ground floor exterior walls that face public streets or sidewalks.</li> <li>3. On street frontages, exit corridors, garage openings, loading docks and all recesses the design profession should provide a finished appearance to the street with street level exterior finishes fully wrapping into the openings.</li> </ol> <p>*façade within 2 feet and 10 feet above the level of the adjacent sidewalk, walkway or ground level.</p>	<p><b>Intent:</b> <i>To incorporate quality materials and architectural elements in the building design to support pedestrian oriented development.</i></p> <p><b>Policy Discussion:</b> In addition to glass percentages within building facades, additional materials require consideration, especially on street levels for curb appeal.</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<p><b><u>Massing (p 16)</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Buildings should have a distinct “base” at the ground level, using articulation and materials such as stone, masonry, or decorative concrete.</li> <li>2. The “top” of the building should be treated with a distinct outline with elements such as a projecting parapet, cornice, or projection.</li> </ol>	<p><b><u>Massing Requirement (R)</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Buildings shall have a distinct “base” at the ground level, using articulation and materials, as noted in the “Materials” section.</li> <li>2. The “top” of the building shall be treated with a distinct outline that adds variation through the varying heights, steps, or depths. See “Roof Form” for additional requirements.</li> <li>3. Very large buildings should be designed to suggest a series of smaller buildings to add articulation in keeping with the adjacent neighborhood character.</li> </ol> <p>Deviation from these guidelines must meet the intent of this section and be approved by the Design Review Board.</p>	<p><b>Intent:</b> <i>To reduce the apparent bulk of the buildings and provide buildings that frame and define the street and contributions to the quality of the public realm and pedestrian experience.</i></p> <p><b>Policy Discussion:</b> Buildings <u>shall</u> have a distinct base at the ground level and that the top of the building <u>shall be</u> treated with a distinct outline in order to be in scale and character with the surrounding neighborhood. Also, <u>large buildings should be designed to suggest a series of smaller buildings</u> to add character and articulation.</p> <p>Deviation from these guidelines can be allowed by the Planning Director, but must be reviewed and recommended by the Design Review Board as still meeting the intent of this section (reducing the apparent bulk of the buildings by providing a sense of base and top). This allows some design flexibility.</p> <p>Add a new section entitled “Materials” which guides the use of quality materials on the ground floor to enhance the pedestrian</p> <p>Also add: <u>Applicants have the ability to request a Design Review Board review.</u></p>
<p><b><u>Roof form (p 17)</u></b></p> <p><b>GUIDELINES:</b></p> <p>Buildings shall incorporate one of the following roof forms:</p> <ul style="list-style-type: none"> <li>• pitched roofs with a minimum slope of 4:12 and maximum slope of 12:12, especially to highlight major entrances.</li> </ul>	<p><b><u>Roof Form Requirement (R)</u></b></p> <p><b>GUIDELINES:</b></p> <p>Buildings shall incorporate one of the following roof forms:</p> <ul style="list-style-type: none"> <li>• pitched roofs with a minimum slope of 4:12 and maximum slope of 12:12, especially to highlight major entrances.</li> </ul>	<p><b>Intent:</b> <i>To ensure that roof lines present a distinct profile and appearance for the building and expresses the neighborhood character.</i></p> <p><b>Policy Discussion:</b> This change clarifies that a projecting cornice (an architectural treatment that adds character to a building) should be <u>outward facing</u>. The change also adds flat</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<ul style="list-style-type: none"> <li>projecting cornices to create a prominent edge when viewed against the sky.</li> </ul>	<ul style="list-style-type: none"> <li>outward projecting cornices to create a prominent edge when viewed against the sky.</li> <li>Flat roofs are to be used in reference to surrounding context, reinforce the architectural character of the street and be modulated to establish human scale interaction.  Parapets without vertical or horizontal modulation in any 30 foot span shall have an outward projecting cornice of 6 inches minimum.  Stepped parapets of varying heights (2 feet or 0.1x the wall height), cornice or other architectural projection articulated through varying heights and depths.</li> </ul> <p>Deviation from these guidelines must meet the intent of this section and be approved by the Design Review Board.</p>	<p>room provisions.</p> <p>Also add: <u>Applicants have the ability to request a Design Review Board review.</u></p>
<p><b><u>Historic context considerations (p 18)</u></b></p> <p><b>GUIDELINES:</b></p> <p>1. New development should incorporate historic architectural elements that reinforce the established character of a center or corridor. The following elements constitute potential existing features that could be reflected in new buildings:</p> <ul style="list-style-type: none"> <li>materials</li> <li>window proportions</li> <li>cornice or canopy lines</li> <li>roof treatment</li> <li>colors</li> </ul> <p>2. When rehabilitating existing historic buildings, property owners are encouraged to follow the Secretary of the Interior's Standards for Rehabilitation*.</p> <ul style="list-style-type: none"> <li>if original details and ornamentation are intact, they should be retained and preserved.</li> </ul>	<p><b><u>Historic context considerations</u></b></p> <p><b>GUIDELINES:</b></p> <p>1. New development should incorporate historic architectural elements that reinforce the established character of a center or corridor but still remain a product of their own time.</p> <p>The following elements constitute potential existing features that could be reflected in new buildings:</p> <ul style="list-style-type: none"> <li>materials</li> <li>window proportions</li> <li>cornice or canopy lines</li> <li>roof treatment</li> <li>colors</li> </ul> <p>2. When rehabilitating existing historic buildings, property owners are encouraged to follow the Secretary of the Interior's Standards for Rehabilitation*.</p> <ul style="list-style-type: none"> <li>if original details and ornamentation are intact, they</li> </ul>	<p><b>Intent:</b> <i>To ensure that infill and rehabilitation, when it is adjacent to existing buildings having historic architectural character, is compatible with the historic context within the neighborhood.</i></p> <p><b>Policy Discussion:</b> Our architecturally rich neighborhoods are unique. The historical quality can be preserved and enhanced by new construction that respects this heritage.</p>

Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<ul style="list-style-type: none"> <li>•if original details are presently covered, they should be exposed or repaired.</li> <li>•if original details are missing, missing parts should be replaced to match the original in appearance. Remaining pieces or old photos should be used as a guide.</li> </ul> <p>3. If a proposed building is not adjacent to other buildings having a desirable architectural character, it may be necessary to look at contextual elements found elsewhere within the area.</p> <p>* a copy is available at the 3rd floor of City Hall or on the Internet at <a href="http://www.nps.gov">www.nps.gov</a></p>	<p>should be retained and preserved.</p> <ul style="list-style-type: none"> <li>•if original details are presently covered, they should be exposed or repaired.</li> <li>•if original details are missing, missing parts should be replaced to match the original in appearance. Remaining pieces or old photos should be used as a guide.</li> </ul> <p>3. If a proposed building is not adjacent to other buildings having a desirable architectural character, it may be necessary to look at contextual elements found elsewhere within the area.</p> <p>* a copy is available at the 3rd floor of City Hall or on the Internet at <a href="http://www.nps.gov">www.nps.gov</a></p>	
<p><b><u>Screening of Rooftop Equipment</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.</li> <li>2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.</li> <li>3. Cell phone transmission equipment should be blended in with the design of the roofs, rather than being merely attached to the roof deck.</li> </ol>	<p><b><u>Screening of Rooftop Equipment</u></b></p> <p><b>GUIDELINES:</b></p> <ol style="list-style-type: none"> <li>1. Mechanical equipment shall be screened by extended parapet walls or other roof forms that are integrated with the architecture of the building.</li> <li>2. Painting equipment, erecting fences, and using mansard-type roofs are not acceptable methods of screening.</li> <li>3. Cell phone transmission equipment should utilize stealth design when located on rooftops.</li> </ol>	<p><b>Intent:</b> <i>To screen view of rooftop mechanical and communications equipment from the ground level of nearby streets and residential areas.</i></p> <p><b>Policy Discussion:</b> This change adds clarification and updated language in regard to cell phone equipment.</p>



Current 2002 standards language w/page reference	Proposed 2015 standards language w/page reference (based on initial stakeholder input)	Rationale for proposed changes Policy intent reference
<b>Pedestrian Streets: Building Design</b>		
<b><u>Ground Level Details</u></b>  <b>GUIDELINES:</b> Façades of commercial, residential and mixed-use buildings that face Pedestrian Streets shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements: <ol style="list-style-type: none"> <li>kickplates for storefront windows</li> <li>projecting sills</li> <li>pedestrian scale signs</li> <li>canopies</li> <li>plinths</li> <li>containers for seasonal planting</li> <li>tilework</li> <li>medallions</li> <li>if building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for Rehabilitation historic design guidelines shall apply.</li> </ol>	<b><u>Ground Level Details</u></b>  <b>GUIDELINES:</b> Façades of commercial, <u>residential</u> and mixed-use buildings that face Pedestrian Streets shall be designed to be pedestrian-friendly through the inclusion of at least three of the following elements: <ol style="list-style-type: none"> <li>kickplates for storefront windows</li> <li>projecting sills</li> <li>pedestrian scale signs</li> <li>canopies</li> <li>plinths</li> <li>containers for seasonal planting</li> <li>tilework</li> <li>medallions</li> <li>rolling doors or windows</li> <li>if building is on the Spokane Register of Historic Places, the Secretary of the Interior's Standards for Rehabilitation historic design guidelines shall apply.</li> </ol>	<b>Intent:</b> <i>To ensure that buildings along any Pedestrian Street display the greatest amount of visual interest and reinforce the character of the streetscape.</i>  <b>Policy Discussion:</b> In addition to the "Materials" section in the Building Design guidelines, building facades within the Pedestrian Streets guidelines require consideration and compliance, especially on street levels for curb appeal.

<b><u>Further considerations:</u></b>	<ul style="list-style-type: none"> <li>• Design Review Board may experience an increased workload.</li> <li>• Concurrently, Planning Staff may have an increased workload to assist DRB.</li> <li>• Currently, Design Review fee does not cover all of City's processing expenses.</li> <li>• Currently the fee for Board Review is \$1,275 and the Administrative Review is \$600.</li> <li>• Staff wants to ensure that these Design Guidelines have the flexibility needed for investment to continue and be encouraged in Centers &amp; Corridors.</li> </ul>
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OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
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June 30, 2015

City Clerk File No.:  
LGL 2014-0023

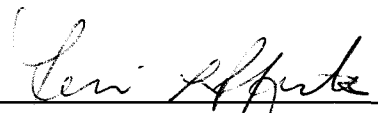
COUNCIL ACTION MEMORANDUM

RE: SETTING HEARING ON INITIATIVE NO. 2015-1 PETITIONS

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, June 29, 2015, Council President Stuckart noted there is a request to move Current Consent Agenda Item No. 11—Setting Hearing before City Council for Monday, July 13, 2015, on Proposed Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to immigration status information—to the Legislative Agenda. He further noted he would make a statement that, with respect to testimony tonight, the Council is just setting the hearing and not doing anything more than that.

Subsequently, during the Council's 6:00 p.m. Legislative Session, City Clerk Terri Pfister reported that proponents of Initiative No. 2015-1 filed with the City Clerk's Office petitions bearing 3,317 signatures. This constitutes 6.696 percent of the votes cast at the last general election held November 5, 2013. Ms. Pfister also presented the options available to the Council at the hearing under SMC 2.02.080 and Section 84 of the City Charter. Subsequent to Council commentary, the following action was taken:

**Upon Unanimous Roll Call Vote**, the City Council **set Hearing** (before City Council) for Monday, July 13, 2015, on Proposed Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to immigration status information.

  
Terri L. Pfister, MMC  
Spokane City Clerk

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

06/29/2015

<u>Date Rec'd</u>	6/24/2015
<u>Clerk's File #</u>	LGL 2014-0023
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY CLERK	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TERRI PFISTER 625-6354	<u>Project #</u>	
<u>Contact E-Mail</u>	TPFISTER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Report Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0260 INITIATIVE NO. 2015-1 PETITIONS		

Agenda Wording

Set Hearing before City Council for Monday, July 13, 2015, on Proposed Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to immigration status information.

Summary (Background)

On June 23, 2015, proponents of Initiative No. 2015-1 filed with the City Clerk's Office petitions bearing 3,317 signatures. This constitutes 6.696 percent of the votes cast at the last general election (held November 5, 2013). The signatures have not been validated. Pursuant to SMC 2.02.080 and Section 84 of the City Charter, at the Hearing on the petition, the City Council determines whether to:

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PFISTER, TERRI	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mpiccolo	
<u>For the Mayor</u>	SANDERS, THERESA	jackie@respectwashington.us	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

1. grant the petition and pass the measure as requested; 2. accept the petition but decline to pass the measure as requested and direct the city clerk to validate the signatures; or 3. propose an alternative measure to either be adopted by the city council or submitted to the voters on the city council's own motion. Number of votes cast in November 5, 2013, City of Spokane General Municipal Election: 49,536; 5% = 2,477.

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

**REQUIRED WARNING:**

Under Washington law every person who signs an initiative or referendum petition with any other than his or her true name, knowingly signs more than once, or signs when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes any false statement on such petition may be guilty of a misdemeanor.

## Initiative Petition to the Spokane City Council

### Initiative No. 2015-1

**RECEIVED**

We, the undersigned citizens and legal voters of the City of Spokane, Washington require that this ordinance known as Initiative No. 2015-1 - a full, true and correct copy of which is printed herein - be passed without alteration by the Spokane City Council, or be submitted to electors of the City of Spokane for their approval **CITY CLERK'S OFFICE** available special or general municipal election. If submitted to election, the proposed ordinance shall appear as the following proposition:  
SPokane, WA

JUN 23 2015

#### City of Spokane Proposition No. 2015-1



#### An Ordinance Relating to Immigration Status Information

The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law? Yes ☐ No ☐

#### Summary of Measure

THE LAW AS IT CURRENTLY EXISTS: SMC 3.10.040, regarding biased-free policing, and 3.10.050, regarding immigration information status, prohibit city officers or employees from inquiring into an individual's immigration information status or engaging in activities designed to ascertain the immigration status of any person unless required by law or court order. THE EFFECT OF THE PROPOSAL, IF APPROVED: This proposition would amend SMC 3.10.040, repeal SMC 3.10.050, and adopt a new section SMC 3.10.060, thereby eliminating the prohibition of city employee use of immigration status information. Any future regulations limiting the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities would require a majority vote of the City Council and of the people at the next general election.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of The City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once. (The full text of the proposed ordinance is printed on the reverse side of this page.)

Petitioner's Signature (as on voter's registration) Spokane City voters only	Print Name	Spokane Street Address & Zip	Date Signed
1. 	Autumn Peyer	1612 W Lee st 99207 Email: _____ eMail address (optional, to stay informed)	314/2015 phone (optional)
2. 	HERB TRANTER	3301 N. FARR 99206 Email: _____ eMail address (optional, to stay informed)	314/2015 phone (optional)

Immediately ask Friends to SIGN & MAIL to:

Jackie Murray - RESPECT WASHINGTON, P.O. Box 7226, Spokane, WA 99207

\*PLEASE DUPLICATE THIS PETITION (ONE SHEET, DOUBLE-SIDED) FOR ADDITIONAL SIGNATURE LINES\*

C 35281  
ORDINANCE NO. ~~C-2015-1~~

AN ORDINANCE RELATING TO IMMIGRATION STATUS INFORMATION; AMENDING SMC SECTION 3.10.040; REPEALING SMC SECTION 3.10.050 AND ADOPTING A NEW SECTION 3.10.060 TO CHAPTER 3.10 OF THE SPOKANE MUNICIPAL CODE

The City of Spokane does ordain:

**Section 1.** That SMC 3.10.040 (Ord. No. C35164 relating to bias-free policing), is amended to read as follows:

**3.10.040 Biased-Free Policing**

A. The City of Spokane is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair and equitable manner.

B. Spokane Police Department Officers and all officers commissioned under the Spokane Police Department shall be prohibited from engaging in bias-based profiling.

C. Bias-based profiling is defined as an "act of a member of the Spokane Police Department or a law enforcement officer commissioned by the Spokane Police Department that relies on actual or perceived race, national origin, color, creed, age, ((citizenship status,)) gender, sexual orientation, gender identity, disability, socio-economic status, or housing status or any characteristic of protected classes under federal, state or local laws as the determinative factor initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity."

D. The Spokane Police Department shall maintain policies consistent with this section.

**Section 2.** That SMC 3.10.050 SMC (Ord. No. C35167 relating to immigration status information), is repealed.

**(( 3.10.050 Immigrant Status Information**

A. Unless required by law or court order, no Spokane City officer or employee shall inquire into the immigration status of any person, or engage in activities designed to ascertain the immigration status of any person.

B. Spokane Police Department officers shall have reasonable suspicion to believe a person has been previously deported from the United States, is again present in the

United States, and is committed or has committed a felony criminal-law violation before inquiring into the immigration status of an individual:

~~C. The Spokane Police Department shall not investigate, arrest, or detain an individual based solely on immigration status.~~

~~D. The Spokane Police Department shall maintain policies consistent with this section: ))~~

**Section 3.** That there is adopted a new section 3.10.060 to chapter 3.10 of the Spokane Municipal Code to read as follows:

3.10.060 Respect for Law: The City of Spokane shall not limit the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities unless such regulation is approved by a majority of the city council and a majority vote of the people at the next general election.

**Section 4.** Construction: The provisions of this measure are to be liberally construed to effectuate the intent, policies, and purposes of this measure.

**Section 5.** Severability: Should any provision of this ordinance or its application to any person or circumstances be held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

**Section 6.** Effective Date. This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane Auditor's Office.

**Section 7.** That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

**LEGISLATIVE HISTORY**

Ordinances C35164 and C35167 were passed by 5-2 Council votes on October 20 and October 27, 2014, respectively.

**Members who voted for Spokane to become a sanctuary for illegal aliens:**

Benjamin Stuckart (term ends 2015)  
Candace Mumm (Dist 3 term ends 2017)  
Jon Snyder (Dist 2 term ends 2017)  
Karen Stratton (Dist 3 term ends 2015)  
Amber Waldref (Dist 1 term ends 2017)

**Members who voted to prevent Spokane from becoming a sanctuary for illegal aliens, and to defend the right of taxpayers, police and other city employees to refuse finance and harbor of lawless activity:**

Mike Allen (Dist 2 term ends 2015)  
Mike Fagan (Dist 1 term ends 2015)

**Date of Mayor's signature:**

David Condon (term ends 2015)  
Ord. C35164 on November 6, 2014  
Ord. C35167 on November 12, 2014

**Prime Sponsor:** Benjamin Stuckart  
(term ends 2015)

**INSTRUCTIONS:**

**STEP 1:** Make 2-sided copies of this blank paper petition for friends. Or download the petition file from [www.RespectWashington.us](http://www.RespectWashington.us) and print 2-sided.  
**STEP 2:** Fill signature lines immediately.  
Do not procrastinate. Fill this petition this week.  
**STEP 3:** Mail petition and contribution (check please, no cash) to:

[www.RespectWashington.us](http://www.RespectWashington.us)  
P.O. Box 7226, Spokane, WA 99207  
(509) 565-0244

Please help us cover the costs of this petition by enclosing your most generous check when you mail in your signed petition sheet. Thank you.

PAID FOR BY RESPECT WASHINGTON





OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

June 23, 2015

Mr. Tim Benn and Mr. Fred Kidney  
On Behalf of Jackie Murray, Respect Washington  
P.O. Box 7226  
Spokane, WA 99207

RE: INITIATIVE NO. 2015-1 PETITIONS – RELATING TO IMMIGRATION STATUS  
INFORMATION

This serves as acknowledgement that Initiative No. 2015-1 petitions, containing a purported 3,318 unverified signatures, with one box of submitted petitions purportedly numbered by proponents from 1-1000 and containing 2,000 signatures and the other box of submitted petitions purportedly numbered by the sponsors from 1001-1702 and containing 1,318 signatures, which figures were provided by the proponents. The petitions were filed on June 23, 2015, by Mr. Tim Benn and Mr. Fred Kidney on behalf of Jackie Murray, Respect Washington. The City Clerk's Office will perform its own tally of the unverified signatures by June 26, 2015.

The ballot title for Initiative No. 2015-1 is, as follows:

*The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law?*

Terri L. Pfister, MMC  
Spokane City Clerk