

**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, NOVEMBER 16, 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. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|---------|------------------------------|
| 1. Lowest Responsive bid of Valmont Industries, Inc. (Valley, NE) for miscellaneous Traffic Signal Standards and Luminaire Standards—\$180,530 (incl. tax).
Gerald Okihara | Approve | OPR 2015-0923
BID 4173-15 |
| 2. Low Bid of Arc Electric and Lighting Corp. (Spokane, WA) for Main/Division Intersection Improvements—\$442,359. An administrative reserve of \$44,235.90, which is 10% of the contract price, will be set aside.
Dan Buller | Approve | PRO 2015-0038
ENG 2011103 |
| 3. Amendment to Contract with Murray, Smith & Associates, Inc. (Spokane, WA) for Water System Computerized Hydraulic Model Update to now include Criticality Analysis for System piping and plumbing systems—\$58,900.
Dan Kegley | Approve | OPR 2014-0265 |
| 4. Proposed modification to change the Management Agreement for the Corbet-Aspray House listed on the Spokane Register of Historic Buildings.
Megan Duvall | Approve | OPR 2015-0924 |

- | | | |
|---|---|---------------|
| 5. Recommendations to list on the Spokane Register of Historical Places: | Approve &
Auth.
Mgmt.
Agreements | OPR 2015-0925 |
| a. The Hutsinpillar House & Garage, 3 West 27th Avenue. | | |
| b. The Jimmie Durkin Building, 409 - 415 West Main Street. | | OPR 2015-0926 |
| c. The Rombeck/Dutch's Loan Buildings, 421 West Main Avenue. | | OPR 2015-0927 |
| Megan Duvall | | |
| 6. Mutual Aid Agreement with Fairchild Air Force Base Fire Emergency Services Flight and Fairchild Air Force Base Fire Emergency Management in the event of a disaster for which neither party has sufficient equipment or personnel to handle. | Approve | OPR 2015-0928 |
| Brian Schaeffer | | |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2015-0002 |
| 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 \$_____. | | |
| b. Payroll claims of previously approved obligations through _____, 2015: \$_____. | | CPR 2015-0003 |
| 8. 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

Lodging Tax Advisory Committee: One Appointment.

Confirm

CPR 2000-0031

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0117
OPR 2015-0920 Providing for the sale of surplus City property (land parcel near the southwest corner of South Regal Street and East Palouse Highway) and authorizing execution of Purchase and Sale Agreement—\$899,668.09 Revenue. (Deferred from November 2, 2015, Agenda)
Ed Lukas
- RES 2015-0119 Declaring an emergency and authorizing the Fleet Services Department to contract with the Vactor dealer, Owen Equipment (Kent, WA) in lieu of public bidding for repairing a Hose Reel Assembly on Vactor Truck #428255—not to exceed \$75,000.
Gene Jakubczak
- RES 2015-0120
ENG 2001034 Setting the assessment roll hearing before City Council for December 14, 2015, for the Downtown Parking and Business Improvement Area (Business Improvement District – BID) and providing Notice of the 2016 assessments to business and property owners.
Scott Simmons
- ORD C35319 Relating to the parking system fund and Parking Advisory Committee; amending SMC section 7.08.130.
Council President Stuckart

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C35320 Of the City of Spokane relating to local improvement districts; establishing Consolidated Local Improvement District No. 224A and a consolidated local improvement district bond redemption fund; fixing the amount, form, date, interest rate and maturity of the Consolidated Local Improvement District No. 224A Installment Note; providing for the purchase of that Note by the City from funds on deposit in the Spokane Investment Pool; and defining the interest rate on local improvement district assessment installments. **Kim Bustos**

NO SPECIAL CONSIDERATIONS

HEARING

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

RECOMMENDATION

- | | | | |
|-----|---|---------------------------------------|---------------|
| H1. | Hearing on 2015 Proposed Budget. (Continued from November 9, 2014)
Tim Dunivant | Hold Hrg. &
Cont. to
11/23/2015 | FIN 2015-0001 |
|-----|---|---------------------------------------|---------------|

**Motion to Approve Advance Agenda for November 16, 2015
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The November 16, 2015, Regular Legislative Session of the City Council is adjourned to November 23, 2015.

NOTES



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/2/2015
Clerk's File #	OPR 2015-0923
Renews #	

Submitting Dept	STREET	Cross Ref #	
Contact Name/Phone	GERALD 232-8842	Project #	
Contact E-Mail	GOKIHARA@SPOKANECITY.ORG	Bid #	#4173-15
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	1100 - STREET PURCHASE OF TRAFFIC SIGNAL STANDARDS & LUMINAIRE		

Agenda Wording

Lowest responsive bidder, Valmont Industries, Inc. (Valley, NE) for miscellaneous Traffic Signal Standards and Luminaire Standards - \$180,530.00 including tax.

Summary (Background)

On October 6, 2015 sealed bids were received to provide the City of Spokane Street Department with miscellaneous Traffic Signal Standards and Luminaire Standards. Three responses were received as follows: KW Industries - \$170,924.86, Valmont Industries Inc. - \$180,530.00, and North Coast Electric - \$213,455.27. The low bid from KW Industries was rejected due to unacceptable delivery times and the Value Blanket Purchase Order was awarded to Valmont Industries, Inc. Orders will be placed to

Fiscal Impact		Budget Account	
Expense	\$ 180,530.00	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SERBOUSEK, MARK	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 11/9/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	tprince@spokanecity.org	
Additional Approvals		gokihara@spokanecity.org	
Purchasing	PRINCE, THEA	mhalpin@spokanecity.org	
		kschmitt@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

supply City construction projects with new signal and luminaire standards and supply City maintenance projects that replace worn or damaged standards. This is for one (1) year with four (4) optional renewals.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
PUBLIC WORKS COMMITTEE
Street Department
November 9th, 2015

Subject

Value Blanket Purchase Order based on a bid of Traffic Signal Standards & Luminaire Standards from Valmont Industries Inc., for the City of Spokane Engineering Department & Street Department.

Background

On October 6, 2015 sealed bids were opened after a formal rebid of RFQ's to provide the City of Spokane with various types of Traffic Signal Standards & Luminaire Standards. The VBO RFQ was rebid due to the City's omission of specific Title VI, nondiscrimination language in the first bid in 2014 thus making it impossible to utilize Federal Aid dollars to purchase signal standards. Three (3) responses were received: by KW Industries for \$170,924.86, by Valmont Industries Inc. for \$180,530.00, and by North Coast Electric for \$213,455.27. Tax is included in each bid. Orders will be placed as needed during contract term of one (1) year with four (4) one-year renewal options subject to mutual agreement. The total value blanket order period is not to exceed five (5) years. Orders placed will supply City Construction Projects with new signal and luminaire standards. Orders placed will also supply City Maintenance Projects that replace worn or damaged signal and luminaire standards.

Impact

Over 200 signalized intersections exist in the City of Spokane as well as more being constructed each year. Providing City projects with standardized products that meet city specifications will result in timely project completion by minimizing delays waiting for material arrival. The low bid by KW Industries listed delivery time of 180 working days or 8 months. This delivery is too long and not acceptable to the City. Projects would sit idle waiting for signal and luminaire standards delivery delaying completion of construction. The second low bid by Valmont stated a 60 calendar day delivery. This delivery time is acceptable to the City.

Action

We recommend rejecting the low bid by KW Industries due to unacceptable delivery time and awarding the Value Blanket Purchase Order to the second low bidder, Valmont Industries Inc.

Funding

Estimated annual expenditure is \$180,530.00 including tax and will be funded by the Street Department and project funds.

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



Agenda Sheet for City Council Meeting of: 11/16/2015

Date Rec'd	11/3/2015
Clerk's File #	PRO 2015-0038
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2011103
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16172
Agenda Item Name	0370 - LOW BID AWARD - ARC ELECTRIC AND LIGHTING CORP.		

Agenda Wording

Low Bid of Arc Electric and Lighting Corp. (Spokane, WA) for Main/Division Intersection Improvements - \$442,359.00. An administrative reserve of \$44,235.90, which is 10% of the contract price, will be set aside.

Summary (Background)

On November 2, 2015 bids were opened for the above project. The low bid was from Arc Electric and Lighting Corp. in the amount of \$442,359.00, which is \$50,182.00 or 10.19% under the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly LLC - \$462,380.00 and R. R. A. Co. - \$539,402.68.

Fiscal Impact		Budget Account	
Expense	\$ 486,594.90	#	3200 95036 95300 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 10/12/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		htrautman@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Riverside Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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

Project Number: 2011103

Project Description Main & Division Intersection Improvements

Original Date 12/26/2012 2:04:37 PM

Funding Source Local

Update Date 11/2/2015 1:35:30 PM

Preparer Gerald Okihara

Addendum

Project Number: 2011103			Engineer's Estimate		Arc Electric & Lighting Corporation		Cameron-Reilly		Rraco Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Common Items

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	25,000.00	*****	500.00	*****	500.00	*****	246.00
103	POTHOLING	12 EA	400.00	4,800.00	315.00	3,780.00	200.00	2,400.00	301.35	3,616.20
104	MOBILIZATION	1 LS	*****	15,000.00	*****	28,262.00	*****	32,667.00	*****	44,574.46
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	3,000.00	*****	3,500.00	*****	3,566.94
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	55,000.00	*****	43,050.00	*****	34,500.00	*****	11,377.31
107	PEDESTRIAN TRAFFIC CONTROL	1 LS	*****	8,000.00	*****	800.00	*****	3,500.00	*****	1,537.47
108	SPECIAL SIGNS	98 SF	20.00	1,960.00	9.00	882.00	10.00	980.00	9.84	964.32
109	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	5.80	2,320.00	4.00	1,600.00	6.76	2,704.00
110	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	*****	40,000.00	*****	38,600.00	*****	20,000.00	*****	45,201.75
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	10,000.00	*****	6,720.00	*****	6,500.00	*****	4,366.42
112	REMOVE EXISTING CURB	385 LF	10.00	3,850.00	10.60	4,081.00	10.00	3,850.00	4.96	1,909.60
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	545 SY	12.00	6,540.00	9.40	5,123.00	10.00	5,450.00	43.88	23,914.60
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	368.00	1,840.00	850.00	4,250.00	246.45	1,232.25

<i>Project Number:</i> 2011103			<i>Engineer's Estimate</i>		Arc Electric & Lighting Corporation		Cameron-Reilly		Rraco 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					Sales tax shall be included in unit prices					
115	SAWCUTTING CURB	8 EA	70.00	560.00	42.00	336.00	40.00	320.00	61.50	492.00
116	SAWCUTTING RIGID PAVEMENT	480 LFI	0.50	240.00	0.70	336.00	1.00	480.00	1.92	921.60
117	SAWCUTTING FLEXIBLE PAVEMENT	4760 LFI	0.50	2,380.00	0.50	2,380.00	0.80	3,808.00	1.41	6,711.60
118	CONTROLLED DENSITY FILL	3 CY	550.00	1,650.00	168.00	504.00	125.00	375.00	246.00	738.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	38 CY	65.00	2,470.00	79.00	3,002.00	50.00	1,900.00	30.75	1,168.50
120	1 IN - 2 IN BASALT BALLAST	5 SY	25.00	125.00	47.00	235.00	100.00	500.00	17.22	86.10
121	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	260 SY	35.00	9,100.00	68.25	17,745.00	84.70	22,022.00	114.09	29,663.40
122	PAVEMENT REPAIR EXCAVATION INCL. HAUL	515 SY	20.00	10,300.00	21.00	10,815.00	30.00	15,450.00	25.22	12,988.30
123	DEFORMED STEEL BARS	9 EA	400.00	3,600.00	58.00	522.00	100.00	900.00	18.45	166.05
124	BASEMENT FORMWORK AND FALSEWORK	1 LS	*****	2,000.00	*****	1,575.00	*****	3,000.00	*****	2,828.95
125	MANHOLE TYPE1 48, BASIC PRICE	2 EA	1,500.00	3,000.00	2,625.00	5,250.00	3,000.00	6,000.00	12,459.69	24,919.38
126	GRATE INLET TYPE 3	3 EA	600.00	1,800.00	1,575.00	4,725.00	1,500.00	4,500.00	1,088.53	3,265.59
127	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	250.00	250.00	315.00	315.00	250.00	250.00	491.99	491.99
128	CATCH BASIN TYPE 0	1 EA	600.00	600.00	2,835.00	2,835.00	2,000.00	2,000.00	1,451.37	1,451.37
129	CATCH BASIN TYPE 1	5 EA	600.00	3,000.00	2,520.00	12,600.00	2,200.00	11,000.00	1,697.37	8,486.85
130	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	4 EA	600.00	2,400.00	630.00	2,520.00	675.00	2,700.00	368.99	1,475.96
131	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	4 EA	600.00	2,400.00	630.00	2,520.00	680.00	2,720.00	350.55	1,402.20
132	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	265.00	795.00	250.00	750.00	491.99	1,475.97

<i>Project Number:</i> 2011103			<i>Engineer's Estimate</i>		Arc Electric & Lighting Corporation		Cameron-Reilly		Rraco 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					Sales tax shall be included in unit prices					
133	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	100.00	10,000.00	0.02	2.00	100.00	10,000.00	147.59	14,759.00
134	TRENCH SAFETY SYSTEM	1 LS	*****	2,000.00	*****	630.00	*****	750.00	*****	11,069.81
135	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	218 LF	45.00	9,810.00	63.50	13,843.00	70.00	15,260.00	65.14	14,200.52
136	REMOVAL OF EXISTING SEWER PIPE	200 LF	4.00	800.00	7.35	1,470.00	20.00	4,000.00	37.51	7,502.00
137	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	2,500.00	*****	735.00	*****	750.00	*****	1,844.97
138	CLEANING EXISTING SANITARY SEWER	2 EA	600.00	1,200.00	265.00	530.00	250.00	500.00	491.99	983.98
139	TRENCH EXCAVATION FOR WATER SERVICE TAP	120 CY	36.00	4,320.00	31.50	3,780.00	40.00	4,800.00	36.69	4,402.80
140	IRRIGATION VAULT AND DOUBLE CHECK	4 EA	1,500.00	6,000.00	1,325.00	5,300.00	3,300.00	13,200.00	1,469.83	5,879.32
141	ESC LEAD	1 LS	*****	2,000.00	*****	1,000.00	*****	750.00	*****	983.99
142	INLET PROTECTION	6 EA	100.00	600.00	200.00	1,200.00	100.00	600.00	73.80	442.80
143	TOPSOIL TYPE A, 12 INCH THICK	12 SY	6.00	72.00	52.50	630.00	25.00	300.00	61.50	738.00
144	2 GAL. SHRUB	92 EA	20.00	1,840.00	31.50	2,898.00	51.00	4,692.00	36.90	3,394.80
145	1 GAL. SHRUB	24 EA	14.00	336.00	26.25	630.00	30.00	720.00	30.75	738.00
146	4" POTTED PLANTS	130 EA	7.50	975.00	21.00	2,730.00	14.00	1,820.00	24.60	3,198.00
147	ON GRADE PLANTER INSTALLATION	1 LS	*****	5,400.00	*****	3,100.00	*****	5,500.00	*****	3,628.44
148	IRRIGATION SYSTEM	1 LS	*****	6,000.00	*****	9,765.00	*****	10,505.00	*****	11,438.81
149	CEMENT CONCRETE CURB	434 LF	20.00	8,680.00	17.00	7,378.00	15.00	6,510.00	24.41	10,593.94
150	CEMENT CONC. SIDEWALK	660 SY	52.00	34,320.00	36.20	23,892.00	45.00	29,700.00	41.56	27,429.60
151	RAMP DETECTABLE WARNING	64 SF	23.00	1,472.00	21.00	1,344.00	20.00	1,280.00	24.60	1,574.40

<i>Project Number:</i> 2011103			<i>Engineer's Estimate</i>		Arc Electric & Lighting Corporation		Cameron-Reilly		Rraco 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>

Schedule Description

Tax Classification

Schedule 01

Common Items

Sales tax shall be included in unit prices

152	COLORED CONCRETE PANEL	1 LS	*****	500.00	*****	1,035.00	*****	300.00	*****	307.49
153	TRAFFIC SIGNAL SYSTEM ____	1 LS	*****	119,000.00	*****	124,600.00	*****	118,855.00	*****	132,823.29
154	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	15,000.00	*****	5,100.00	*****	4,840.00	*****	5,411.91
155	COMMUNICATION CABLES AND INTERFACES	1 LS	*****	10,000.00	*****	4,725.00	*****	4,620.00	*****	5,165.91
156	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1 EA	7,000.00	7,000.00	3,500.00	3,500.00	7,810.00	7,810.00	8,732.86	8,732.86
157	SIGNING, PERMANENT	1 LS	*****	4,000.00	*****	5,100.00	*****	5,335.00	*****	7,072.38
158	REMOVAL OF EXISTING PAVEMENT MARKINGS	950 SF	4.50	4,275.00	3.40	3,230.00	4.00	3,800.00	4.00	3,800.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	505 SF	10.00	5,050.00	9.40	4,747.00	10.00	5,050.00	11.07	5,590.35
160	PAVEMENT MARKING- PAINT	190 SF	3.50	665.00	2.90	551.00	4.00	760.00	3.38	642.20
161	TEMPORARY PAVEMENT MARKING	1 LS	*****	2,000.00	*****	945.00	*****	1,000.00	*****	1,106.98
<i>Schedule Totals</i>				492,541.00		442,359.00		462,380.00		539,402.68

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	492,541.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	492,541.00
Arc Electric & Lighting	442,359.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	442,359.00
Cameron-Reilly	462,380.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	462,380.00
Rraco Inc	539,402.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	539,402.68

Low Bid Contractor: Arc Electric & Lighting Corporation

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$442,359.00	\$492,541.00	10.19	% Under Estimate
Bid Totals	\$442,359.00	\$492,541.00.	10.19	% Under Estimate



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/3/2015
Clerk's File #	OPR 2014-0265
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7840	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR16171
Agenda Item Name	4100 - AMENDMENT ON WATER SYSTEM COMPUTERIZED HYDRAULIC MODEL		

Agenda Wording

Amendment of OPR #2014-0265 with Murray, Smith & Associates, Inc. for Water System Computerized Hydraulic Model Update to now include Criticality Analysis for System piping and plumbing systems.

Summary (Background)

The Water Department is updating its all-pipes hydraulic model that was developed approximately 10 years ago. The hydraulic model has been extremely useful to the City for planning, operations, and maintenance. To continue to maintain its usefulness the hydraulic model is being updated. The update includes incorporation of new facility information, updates and more accurate supply and demand data along with recalibration. The model is used to identify needed capital improvements,

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 58,900	#	4250-42300-94000-56501-04100
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 11/9/15
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	DKegley, ACline, JSakamoto	
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

identify and prioritize maintenance and replacement projects, characterize and develop solutions for existing problems, system optimization, emergency operations requirements, and determine improvements necessary to serve growth within the City's existing and proposed service areas. The amendment will increase the scope of work to include a Criticality Analysis to identify those elements of the existing water system having the greatest impact and potential vulnerability within the system including a consequence of failure analysis. This project will also allow the City to continue and improve our ability to manage, operate, maintain and plan the efficient use of Water resources.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List



City of Spokane

Minor Contract Summary

OPR # 2014-0265
 Cross Ref _____
 Destruct Date _____
 Clerk's Dist. _____

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name WATER 4100
 Department Project # _____

New Contract ☒
 CR # 11/71
 Date: 11-3-15

Contractor/Consultant

Name: **Murray, Smith & Associates**
 Address: **421 XY Riverside Ave Suite 762**
 City, State, Zip: **Spokane, WA 99201**

Remittance Address:
 City, State, Zip

Summary of Services

Amendment of OPR #2014-0265 with Murray, Smith, & Associates, Inc. (Spokane WA) for Water System Computerized Hydraulic Model Update to now include Critical Analysis for system piping and plumbing systems. This Admendment will increase the scope of work to include a critical analysis to identify those elements of the existing water system having the greatest impact and potential vulnerability within the system including a consequence of failure analysis. The project will allow the City to continue to improve our ability to manage, operate, maintain and plan the efficient use of water resources. The contract amendment is \$58,900 and will be funded from Water Department Funds.

Amount: 58,900

Budget Code: 4250-42300-94000-56501-04100

Maximum Amount

Beginning Date: 11/1/2015 Expiration Date: _____ Open-Ended: ☒

☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
 Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Dan Kogley

Funds are available in the appropriate budget account

Accountant Angela Cline
 Signature

Department Head D R Kogley
 Signature

Other _____
 Signature

Other _____
 Signature

11/3/2015
 Date
11/3/2015
 Date

 Date

 Date

Distribution List

Contractor E-mail:	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail:	Taxes and Licenses
<u>acline, jsakamoto ; D Kogley</u>	

CONTRACT ADDENDUM / EXTENSION

THIS ADDENDUM / EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and MURRAY, SMITH & ASSOCIATES, INC., whose address is ~~157 South Howard Street~~, Suite 308, Spokane, Washington 99201, as "Consultant". *421 W Riverside Ave 762*

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide a WATER SYSTEM COMPUTERIZED HYDRAULIC MODEL UPDATE; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract, dated April 23, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Addendum / Extension shall become effective upon signature of both parties.
3. ADDITIONAL WORK. The scope of work of the original Contract shall be expanded in accordance with the attached Consultant's proposal of August, 2015.
4. EXTENSION. The contract documents are hereby extended and shall run through June 30, 2016.
4. COMPENSATION. The City will pay FIFTY EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$58,900.00) for everything furnished and done under this Contract Addendum.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

MURRAY, SMITH & ASSOCIATES, INC.

E-Mail address: Joe.Foote@msa-ep.com

10/28/15

By: _____

Title: Senior Engineer, Associate

Attachment that is a part of this Addendum:

Consultant's Proposed Scope and Fee Amendment

15-272

MURRAY, SMITH & ASSOCIATES, INC.
PROPOSED SCOPE AND FEE AMENDMENT FOR
WATER SYSTEM COMPUTERIZED HYDRAULIC MODEL UPDATE PROJECT
FOR
CITY OF SPOKANE

BACKGROUND AND PROJECT DESCRIPTION

MSA is supporting the City of Spokane (City) in updating its all-pipes hydraulic model. The hydraulic model has been very useful to the City for planning and operations since its development in the mid-2000s. The update includes the incorporation of new facility information, supply and demand data along with a re-calibration of both the steady state and extended period model. This effort has been undertaken to allow the model to be used to identify needed capital improvements, identify and prioritize maintenance and replacement projects, characterize and develop solutions for existing problems, evaluate emergency operations requirements, and determine improvements necessary to serve growth within the City's existing and proposed service area.

This amendment to the current scope and fee is to provide additional follow-on analysis to assess the criticality of the City's piping and pumping systems, utilizing the updated hydraulic model.

SCOPE OF WORK

The following scope identifies the amended task Murray, Smith & Associates (MSA) agrees to furnish the City related to demand analysis and evaluating the redundancy of the system. These amended services are categorized in the following project task:

Task 6 – Follow-On Analysis

Task 6.1 – Demand and Fire Flow Analysis (No Modification - Original Contract)

Task 6.2 – West Plains Expansion Analysis (No Modification - Original Contract)

Task 6.3 – Evaluate System-wide Pipe and Pumping Criticality (New Subtask)

A detailed description of each task is presented below:

TASK 6 – FOLLOW-ON ANALYSIS

Task 6 is amended to include the following additional subtask, which define planned analyzes that the City wants completed as part of this project.

Task 6.1 – Demand and Fire Flow Analysis

This subtask is not updated in this amendment, see original contract for scope details.

Task 6.2 – West Plains Expansion Analysis

This subtask is not updated in this amendment, see original contract for scope details.

Task 6.3 – Evaluate System-wide Pipe and Pumping Criticality

This new subtask will complete a system wide criticality analysis to identify those pipes and pumping facilities having the greatest impact and potential vulnerability within the system.

Kick-off Meeting and Management – MSA will conduct a kick-off meeting with the City. Additional project management is included related to communicating with the City and project staff along with preparing monthly invoices and status reports on this subtask.

System Critically Analysis – MSA will perform a consequence of failure analysis related to the system piping and valves. The criticality analysis identifies those pipes and pumping facilities that, should they fail, will have the greatest impact on the system. The process will identify:

- Where individual pipes have no redundancy
- Where critical customers are served by a single supply line and would be impacted by a break
- Where a large number of customers or high demands are isolated due to an individual break
- Where a large number of valves are required to isolate an individual break on a major water main
- Where low pressures are created after an individual pipe break on a major water main
- Which water supply facilities have no redundancy should they fail

The City is in a good position to perform this analysis due to the high quality GIS valve information that is available. The City will provide available age and material information on all piping. If the City can provide information related to the likelihood of failure based on pipe age and/or material this can also be included in the evaluation. Critical customer locations will be identified and coded to specific pipe/node locations. Specialized modeling software will be used to evaluate pipe redundancy and criticality. Critical pipes will be reviewed with the City to determine if they should in fact be included as pipes requiring rehabilitation or replacement.

Using a mass balance evaluation, existing facilities will be evaluated from a criticality standpoint using current and future demands to identify those without redundancy or that are critical for serving specific zones or customers.

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City of Spokane
August 2015

Murray, Smith & Associates, Inc.
Engineers/Planners

Hydraulic Model Update
2

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Workshop and Documentation – A workshop will be conducted with City staff once the initial evaluation has been conducted to review the results. City feedback will be incorporated into the final results. Ultimately, system maps will be developed that identify critical piping and facilities within the system.

The results and recommendations will be summarized in a technical memorandum with figures for documentation.

Task 6.3 – Assumptions:

- The City’s valve information is “snapped” or intelligently connected to the water piping in the GIS.
- The City will provide available age and material information for all system piping in GIS or other spatial database.
- The City will provide information on critical customers in GIS format (limited to 30 total).
- This task is limited to identifying infrastructure that does not have redundancy or is critical in nature.
- An improvement for each critical infrastructure component will be identified. No analysis of improvement alternatives or the development of improvement costs is included in this task.

Task 6.3 – Deliverables:

- A draft and final technical memorandum documenting the critically analysis results.

PROPOSED PROJECT FEE

Murray, Smith & Associates, Inc. (MSA) will perform this work on a time and expenses basis with a total not to exceed amount of \$58,900 per the raw labor multiplier defined in the contract. The total project value including this amendment is \$270,080

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost
Specialized Modeling and GIS Hardware/ Software Maintenance Fee	At Cost

Outside technical, professional and other services will be invoiced per the contract.

The table below presents a breakdown of the proposed fee estimate for the amendment.

Task	Budget
Task 6.3 – Evaluate System-wide Pipe and Pumping Criticality	\$58,900
Total Amendment Fee Estimate	\$58,900

PROPOSED PROJECT SCHEDULE

It is anticipated that this work be completed within 6 months of receiving Notice to Proceed, barring any significant delays by other parties or conditions out of the control of MSA.

City of Spokane
August 2015

Murray, Smith & Associates, Inc.
Engineers/Planners

Hydraulic Model Update
4

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Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/2/2015
Clerk's File #	OPR 2015-0924
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - CORBET-ASPRAY HOUSE MANAGEMENT AGREEMENT AMENDMENT		

Agenda Wording

Proposed modification to change the Management Agreement for the Corbet-Aspray House.

Summary (Background)

The Corbet-Aspray House was listed on the Spokane Register on June 16, 1999. The original agreement included the garage as a contributing feature to the property. This amendment is to also include the addition of the basalt rock walls and features on the grounds as listed in Attachment "A" of the management agreement.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mduvall@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	amcgee@spokanecity.org	
<u>Additional Approvals</u>		lhattenburg@spokanecity.org	
<u>Purchasing</u>		avance@spokanecity.org	

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

19-25-43 & HILL PARK ADD; PTNS OF NE1/4 OF SW1/4 & SD ADDDAF; BEG 125F E OF SW COR OF BLK B
OF AMENDED PLAT OF BLKSA & B OF 2ND ADD TO RAILROAD AND TH E 125FT ALG S LN OF SDBLK B
TH S TO SLY LN OF TR B HILL PARK ADD TH W ALG SD SLYLN TO PT S OF POB TH N TO POB

*Parcel Number 35193.0005, is governed by a Management Agreement between the City of Spokane and the
Owner(s), CamBiss Ventures, 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: _____

[Signature]
Dated: 10/29/15

Findings of Fact and Decision for Council Review
Modify Management Agreement for Spokane Register Property
Corbet-Aspray House – 820 W. 7th Avenue

PROPOSAL TO MODIFY MANAGEMENT AGREEMENT:

The Corbet-Aspray House was listed on the Spokane Register on 6/16/1999. The original Management Agreement did include the garage as a contributing feature to the property in “Exhibit A” of the Agreement. This amendment is to also include the addition of the basalt rock features on the property – specifically, the intricate and unusual basalt rock wall on the south side (front) of the property. The proposed modification is to change the Management Agreement to include this important feature. A copy of the proposed revised agreement is attached.

FINDINGS OF FACT

1. The Corbet-Aspray House is a property listed on the Spokane Register and protected by a Management Agreement between the City of Spokane and the owners, CamBiss Ventures LLC.
 - City Council listed the property on the Spokane Register and approved the Management Agreement on 6/16/1999.
2. The Management Agreement allows for the alteration of the Agreement.
 - Section three of the Agreement states: “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 hereto or their successors or assigns.”
3. The Landmarks Commission is the appropriate body to assess the impact and appropriateness of changes to Spokane Register properties:
 - While the Management Agreement is a contract between the owner and the City of Spokane, the Management Agreement states that the City has entered into the Agreement “through its Historic Landmarks Commission.”
 - The Management Agreement indicates that the Historic Landmarks Commission is charged with the stewardship of Spokane Register properties.
 - The Management Agreement indicates that The Landmarks Commission is responsible for ensuring that the Management Standards are followed: “Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.”



SPOKANE CITY-COUNTY HISTORIC PRESERVATION OFFICE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201
Phone (509) 625-6543
Fax (509) 625-6013
www.historicspokane.org



RECOMMENDATION

The request will protect an additional important historic feature of the property – the basalt rock wall and features.

At a Public Hearing on **10/21/15**, the Spokane City/County Historic Landmarks Commission considered the proposed change to the Management Agreement and the following motion was made:

Beth Fairfax moved, based on Findings of Fact, the basalt walls and features of the Corbet-Aspray House are eligible and recommend to the City Council they are added by Management Agreement revision. Ernie Robeson seconded; Motion Carried.

The motion was approved unanimously by roll call vote. Therefore, the Spokane City/County Historic Landmarks Commission recommends that the Spokane City Council modify the Management Agreement to include the listed item.



SPOKANE CITY-COUNTY HISTORIC PRESERVATION OFFICE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201
Phone (509) 625-6543
Fax (509) 625-6013
www.historicspokane.org



MANAGEMENT AGREEMENT

The Management Agreement is entered into this _____ day of _____, 2015, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **CamBiss Ventures, LLC** (hereinafter "Owner(s)"), the owner of the property located at **820 West 7th Avenue**, commonly known as **Corbet-Aspray 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:

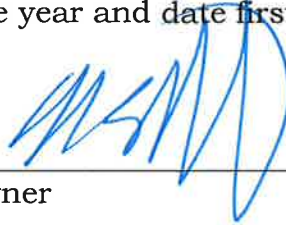
- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

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

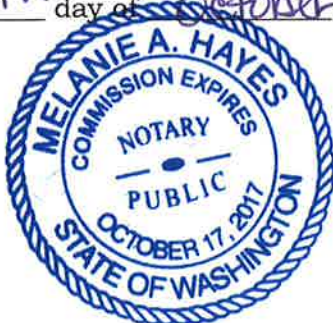
Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 26th day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Richard D. Campbell and Michael S. Bissell of CanBiss Ventures, LLC, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as their (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

26th IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of October, 2015.



Melanie A. Hayes
Notary Public in and for the State
of Washington, residing at Spokane
Melanie A. Hayes
My commission expires 10.17.2017

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

Carriage House (exterior only).

Basalt rock walls and features found on grounds.

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.



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/4/2015
Clerk's File #	OPR 2015-0925
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - HUTSINPILLER HOUSE & GARAGE - 3 WEST 27TH AVENUE		

Agenda Wording

Recommendation to list the Hutsinpiller House & Garage, 3 West 27th 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 the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Hutsinpiller House & Garage has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokaneicity.org	
For the Mayor	SANDERS, THERESA	mduvall@spokanecity.org	
Additional Approvals		evance@spokanecity.org	
Purchasing		amcgee@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Hutsinpuller House & Garage – 3 W. 27th

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 1926, the **Hutsinpuller House and Garage** meet 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 **Hutsinpuller House and Garage** are nominated under Category C.

- The Hutsinpuller House & Garage are significant for their fine, artistic representation of the Craftsman style and bungalow house form, and are remarkably intact and meticulously preserved. With horizontal emphasis produced by a low-pitched roof, clipped jerkinhead gable peaks, widely overhanging eaves, a partial-width front porch with adjoining pergolas, tapered porch pillars, raked brick cladding with deeply incised shadowed grout lines, and horizontal rows of multiple windows, the property has a ground-hugging, low-slung form—all tenets of the Craftsman style and the bungalow house form. Preserved and meticulously maintained with very few exterior modifications, the Hutsinpuller House appears nearly as it did when it was built in 1926.

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 1926, the Hutsinpuller House is a fine example of the bungalow house form embellished in the Craftsman style. Prominent defining stylistic features are illustrated by the home's low-pitched roof and low-slung appearance, widely overhanging eaves with exposed rafters, variegated raked brick veneer, and partially covered front porch, pergolas, and tapered porch pillars. Remarkably well-preserved, the property retains a high degree of architectural integrity in original location, design, materials, workmanship, 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 **Hutsinpuller House** according to the appropriate criteria at a public hearing on 10/21/15 and recommends that the **Hutsinpuller House** be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CANNON HILL 1ST L1 B5

Parcel Number 35304.2701, is governed by a Management Agreement between the City of Spokane and the Owner(s), Dennis W. Anderson, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

My M K Bell
Dated: 10/22/15

MANAGEMENT AGREEMENT

The Management Agreement is entered into this _____ day of _____, 2015, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Dennis W. Anderson** (hereinafter "Owner(s)"), the owner of the property located at **3 West 27th Avenue**, commonly known as the **Elmer & Hester Hutsinpillar 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.

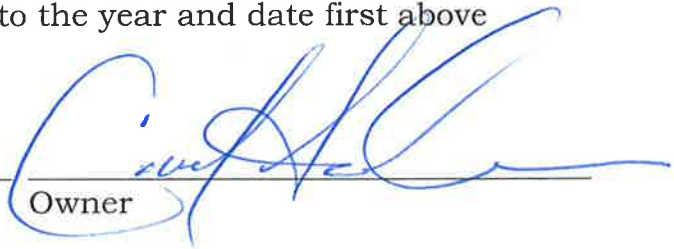
5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (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

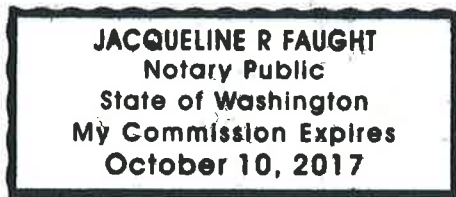
Approved as to form:

Assistant City Attorney

County of Spokane

On this 21st day of October, 2015, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
DENNIS W ANDERSON & CAROL A ANDERSON
_____, 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 21st day of October, 2015.



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

My commission expires 10-10-2017

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 _____

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.

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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 City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE

***Spokane Register of Historic Places
Nomination***

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **ELMER & HESTER HUTSINPILLER
HOUSE**

2. LOCATION

Street & Number 3 West 27th Avenue
City, State, Zip Code Spokane, WA 99201
Parcel Number 35304.2701

3. CLASSIFICATION

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input 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 Dennis W. Anderson
Street & Number 3 West 27th Avenue
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 981-2759, carol.anderson6@comcast.net

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
ELMER & HESTER HUTSINPILLER 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

Cannon Hill First Addition, Lot 1, Block 5.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

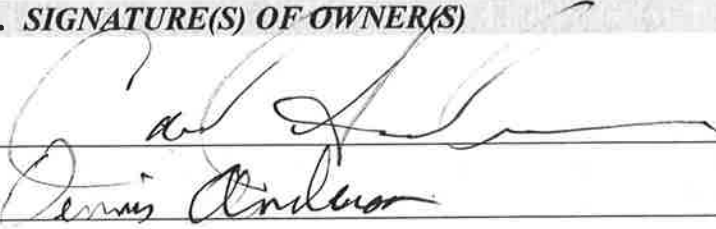
lindayeomans@comcast.net

Date Final Nomination Heard

October 21, 2015

Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE

13. SIGNATURE(S) OF OWNER(S)


Dennis Anderson

14. FOR OFFICIAL USE ONLY

Date nomination application filed: 9/21/15


Date of Landmarks Commission Hearing: October 21, 2015

Landmarks Commission decision: October 21, 2015

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

City Council/Board of County Commissioners' decision: _____

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


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

10/22/15
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Hutsinpillar House in 1926
3 West 27th Avenue, Spokane, WA 99203

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1926, the Hutsinpillar House is a fine example of the bungalow house form embellished in the Craftsman style. Prominent defining stylistic features are illustrated by the home's low-pitched roof and low-slung appearance, widely overhanging eaves with exposed rafters, variegated raked brick veneer, and partially covered front porch, pergolas, and tapered porch pillars. The home's interior is defined by an open floor plan and rare gumwood woodwork. The immaculately preserved gumwood woodwork gleams a deep golden, honey-hued, satin patina and has been carefully hand-rubbed and maintained for more than nine decades. The Hutsinpillar House is located at the intersection of 27th Avenue and Division Street in the Cannon Hill-Manito Park residential neighborhood on Spokane, Washington's prominent South Hill. Remarkably well-preserved, the property retains a high degree of architectural integrity in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

Well-preserved in excellent condition, the Hutsinpillar House is located on the southwest intersection corner of 27th Avenue and Division Street, about 2.5 miles directly south of downtown Spokane's central business district (Division Street divides the town east from west). Sited on nearly level grade with a slight north-facing slope, the Hutsinpillar House

was built on Lot 1, Block 5 in the Cannon Hill First Addition, and is framed by mature deciduous and evergreen trees, a variety of shrubs and flowering plants, and manicured lawn. The lot has a north-south axis and is 50 feet wide and 135 feet deep. West 27th Avenue fronts the property to the north while South Division Street borders the property to the east. A gridwork of paved city streets and a variety of well-maintained architecturally prominent homes built from the early 1900s to 1945 surround the Hutsinpiller House in the large residential neighborhood. A well-preserved single-car garage built in 1927 is located behind the house.

House Exterior

Facing north, the Hutsinpiller House was built on the north half of Lot 1 with a 24-foot setback from 27th Avenue and a 12-foot setback from Division Street. The house has 1.5 stories with an irregular rectangular footprint, and is 32 feet wide and 44 feet deep. The dwelling depicts a typical bungalow house form with a front-facing, low-pitched, jerkinhead gable-end roof. The roof is covered with composition asphalt shingles and supports two brick chimneys. The gable ends of the roof are outlined with plain bargeboards articulated with tapered ends. Widely overhanging eaves with exposed rafters extend three feet past the planar wall surface of the house. Soffits are made of tongue-in-groove wood planks. Two jerkinhead gabled dormers punctuate the west slope of the home's roof. The house is clad in the finest variegated raked brick veneer laid in stretcher bond. Deeply incised, uniformly straight grout lines cast deep shadows between bricks. The dark shadows outline the bricks, producing a vivid contrast against the variegated red/tan/crème color of the bricks. Precisely aligned brick soldier courses form window sills below each window. The foundation is made of poured concrete. Windows are original 1/1 double-hung, wood-sash units installed in 1926 when the house was built. In excellent condition, storm windows cover the well-preserved windows and were also manufactured in 1926 to match the sash width of the original windows.

The façade of the Hutsinpiller House faces north onto 27th Avenue, and has a symmetrical design distinguished by a partial-width covered, center front porch. The slope of the porch's front-facing gable roof matches the low-pitched slope of the front-facing gable-end roof on the house. Although they share the same pitch, the house roof and the front porch roof have different gable designs: The roof on the house has a front-facing clipped, jerkinhead gable while the porch roof has a front-facing pointed, pitched gable.

The partial-width center front porch projects forward eight feet from the planar wall surface of the house, and is 11 feet wide. It is flanked by two adjoining painted wood pergolas. The porch roof and two pergolas are supported by tapered wood pillars attached to molded concrete coping atop large square brick porch piers. The brick porch piers are clad with a continuation of the same red/tan/crème-colored raked brick veneer cladding on the house. The front porch roof is covered with composition asphalt shingles that match those on the house, and has a curved barrel ceiling clad with course, pebbled stucco. The deck on the front porch extends the full width of the house for 35 feet and is made of poured concrete. Six concrete steps descend from the porch deck to a concrete

walkway that leads to a concrete sidewalk in front of the house. The foundation of the porch is clad with the same raked brick veneer that covers the house and porch posts. A plain painted-wood balustrade protects the porch deck. A front entry door flanked by two sidelights is located in the center of the home's north façade. Two tripartite windows flank either side of the sidelights and front entry. The windows are original 1/1 double-hung, wood-sash units. At the second floor, a pair of 1/1 windows is centered beneath the jerkinhead gable peak above the front porch roof.

The east side of the house is dominated by raked brick veneer cladding, widely overhanging eaves, extended rafters, and a center square bay that projects 12 inches from the planar wall surface of the house. The bay is full-height and is covered by a jerkinhead gable roof. A tripartite window is centered in the bay and has 1/1 double-hung wood-sash windows. A tall tapered brick chimney located next north of the bay extends through the roof's widely overhanging eave, and is flanked by two small bookcase windows.

Like the east face, the west face of the house is dominated by a continuation of raked brick veneer cladding, widely overhanging eaves, and extended rafters. Two identical center dormers project from the roof's west slope. The dormers each have front-facing jerkinhead gables, widely overhanging eaves, and extended rafter tails. Each dormer is clad with course pebbled stucco and has one 1/1 double-hung wood-sash window.

The rear of the house faces south onto a backyard. A small six-feet-wide by ten-feet-deep single-story wing with a south-facing pitched gable roof projects from the house at the southeast end of the rear face. Like the house, the wing has asphalt shingles on the roof, is clad with raked brick veneer, and has widely overhanging eaves, exposed rafter tails, and a concrete foundation. A small shed roof covers a center back door next west of the wing. A 1/1 pair of windows is located above the backdoor in the jerkinhead gable peak in the home's gable-end roof.

House Interior

The front door of the Hutsinpillar House is 40 inches wide and features smooth gumwood veneer. The door has a Craftsman design with three vertical beveled leaded-glass lights articulated with lower pointed ends. The flanking sidelights repeat the gumwood veneer and vertical beveled lights with pointed ends. The front door opens into a spacious living room and dining room. The two rooms have oak plank hardwood floors, eight-foot-high ceilings, original lathe-and-plaster wall and ceiling construction, and original 1/1 double-hung wood-sash windows. The two rooms are dominated by smooth gumwood woodwork hand-rubbed to a deep golden, honey-hued patina. The gumwood woodwork is immaculately preserved in remarkable condition and includes floor and crown molding, corner protectors, window and door surrounds, and interior doors. The east wall of the living room has a focal point: a built-in center fireplace flanked by built-in bookcases. A built-in bookcase with multi-paned glass doors is located on the north side of the fireplace, and a built-in drop-leaf desk-and-bookcase combination with lower glass doors is located on the south side of the fireplace. A thick mantel extends the full width

of the living room's east wall above the fireplace and built-in bookcases. The built-ins and mantel are made of the finest gumwood, which matches the gumwood woodwork in the room. Casement bookcase windows with gumwood sash and surrounds are located above the built-in bookcases on either side of the fireplace. The fireplace has a buff-colored raked brick surround and granite hearth.

The dining room leads south into a kitchen and breakfast room located on the east wall and in the rear southeast corner of the house. Remodeled in 2007, the kitchen has new fixtures and new painted-wood Shaker-style built-in casework that matches original existing casework. Woodwork is painted and the floors are made of oak hardwood. The breakfast room has a built-in bench seat on the east wall. A door in the kitchen opens west to an interior service hallway covered with oak hardwood floors. The hall leads to a bedroom in the northwest corner of the house, a built-in linen closet, a full hall bathroom on the west wall, and a bedroom located in the southwest corner of the house. A flight of stairs rises to the second floor at the south end of the hall, and an adjacent flight of stairs descends to a back door, turns and descends to the basement. All of the woodwork in the kitchen, hallway, bedrooms, bathroom, and stairways is painted. Ceiling heights are eight feet. The hall bathroom floor is original terrazzo while the remaining floor in the hallway and bedrooms is made of oak hardwood.

The second floor has a sleeping loft and a master bedroom with an *en suite* bathroom (installed in 2007). The bathroom floor is ceramic tile while the loft and bedroom floors are fir. The woodwork on the second floor is painted. The basement is partially finished with a family room and bathroom. Built below the fireplace on the first floor, a fireplace in the basement family room is located on the east wall, and has a raked brick surround and built-in bookshelves. The floor in the family room is made of cork and the ceiling is eight feet high. Original built-in cupboards, cabinets, and closets are located on the west wall in the family room. An unfinished mechanical area, shop, storage, and laundry area are located on the east and south walls in the southeast corner of the basement. The original 1926 ARCO boiler made by the American Radiator Company provides gas-fired radiant hot water heat in radiators throughout the house. The gas furnace was installed in 1962 (Spokane building permit #24333, May 15, 1962) and continues to efficiently burn gas.

Garage

A one-story single-car garage was built in 1927 behind the house, and is 15 feet wide and 18 feet deep. A paved driveway leads west from Division Street to the east façade of the garage. Like the house, the roof design of the garage is a jerkinhead gable-end roof with widely overhanging eaves and extended rafter tails. The garage is clad in the same raked brick veneer that covers the house. A metal paneled overhead garage door is located on the garage's south façade. A single stationary window with three divided lights punctuates the north wall of the garage. A contributing historic resource of the property, the brick one-car garage is well-preserved in excellent original condition, and is nominated at this time to the Spokane Register of Historic Places.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Preserved and meticulously maintained with very few exterior modifications, the Hutsinpiller House appears nearly as it did when it was built in 1926. A Charles Libby Studio photograph taken in 1926 when the house was built illustrates the property's original location, design, materials, and workmanship. A 1959 Spokane County Tax Assessor photograph also shows the home's original location, design, materials, and workmanship with one exception: The roof was covered with wood shingles in the 1926 photo, and in the 1959 photo the roof was covered with composition asphalt shingles.

Modifications to the Hutsinpiller House include:

1950s The original wood shingle roof of the house and garage were covered with composition asphalt shingles.

1962 A gas furnace was installed (Spokane building permit #24333).

1980s A composition asphalt roof was installed.

2001 An oak hardwood floor was installed in the kitchen and breakfast room to match the floor in the living room and dining room, rendering all the floors on the first floor oak hardwood except the bathroom.

2005 Original kitchen cabinets and cupboards were repaired, repainted, and retained on the east wall. New cabinets and cupboards made to match the original casework, and new kitchen fixtures were installed on north, south, and west walls when the kitchen was remodeled. A bench seat was built and installed on the east wall in the breakfast room. Faulty plumbing and knob-and-tube electrical systems were replaced throughout the house.

2008 The first-floor bathroom was remodeled with new fixtures and new plumbing. A new bathroom was installed on the second-floor in the west wall dormer. Plumbing in the basement bathroom was repaired. All three bathrooms were repainted.

2013 A new roof was installed on new roof decking—the original wood shingle roof and two subsequent composition roofs were removed.

2014 A wrought iron hand rail was installed in the center of the concrete steps at the front porch. The basement ceiling was restored to its original height.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1926</i>
<i>Built Date</i>	<i>1926</i>
<i>Architect</i>	<i>unknown</i>

Summary Statement

The Hutsinpillar House & Garage are eligible for listing on the Spokane Register of Historic Places. The property's period of significance is 1926, the year the house was constructed, and the property's area of significance is "architecture." The Hutsinpillar House & Garage are significant for their fine, artistic representation of the Craftsman style and bungalow house form, and are remarkably intact and meticulously preserved. With horizontal emphasis produced by a low-pitched roof, clipped jerkinhead gable peaks, widely overhanging eaves, a partial-width front porch with adjoining pergolas, tapered porch pillars, raked brick cladding with deeply incised shadowed grout lines, and horizontal rows of multiple windows, the property has a ground-hugging, low-slung form—all tenets of the Craftsman style and the bungalow house form. The home's interior lends further architectural significance to the property with smooth, well-preserved, superior quality woodwork made of gumwood, a rare specialty hardwood. The home was custom-built for United States Railway Mail Service clerk, J. Elmer Hutsinpillar, and his wife, Hester M. Hutsinpillar. Three generations of the Hutsinpillar family owned the property for more than 70 consecutive years—a strong testament to the well-designed, well-built Hutsinpillar House and the longstanding popularity of the surrounding residential Cannon Hill-Manito Park neighborhood.

HISTORICAL CONTEXT

Cannon Hill-Manito Park Neighborhood

The Hutsinpillar House is located in the First Addition to Cannon Hill, just two blocks south of Manito Park and ten blocks south of Cannon Hill Park—two of Spokane's most prestigious public parks.

In the early 1900s, the land above and on top of the steep basalt bluff south of the Spokane's downtown was called the Manito Plateau and later, the South Hill. The area was characterized by natural, picturesque topography distinguished by hilly and rocky landscapes, natural springs and wetland areas, spotty native pine and cedar tree growth, native grasses and farmland, and a sprawling multi-acre greenspace called Montrose Park (now renamed Manito Park). Except for the park, the Manito Plateau was mostly undeveloped and had great potential to be developed with some of the finest residential neighborhoods in Spokane.

At that time, noted Spokane real estate mogul and businessman, Jay P. Graves, became interested in the area and saw an opportunity for residential development on the plateau, especially around Montrose Park. He purchased acreage in the area and along with his brother, Spokane attorney Will Graves, formed the Spokane-Washington Improvement

Company. The Graves brothers then reorganized and improved the plateau's transportation system—the Spokane & Montrose Street Railway, which transported people to and from downtown Spokane. Recognizing the need for graded roads and infrastructure to be in place before residential plats could be successfully sold, Graves and his associates made a deal with the City of Spokane: Montrose Park and its 92 acres could be the City's if city coffers and contractors would pay for and install the needed infrastructure, specifically roads and an underground fresh water line. The deal was made and the name of the park was changed to Manito Park. Today, Manito Park is one of Spokane's most popular and revered public parks.

A short four blocks west of Manito Park is Cannon Hill Park. In the late 1800s, the area was dominated by a north-facing slope, tall stands of native fir and pine trees, rocky basalt outcroppings, and a natural water-filled, clay-lined drainage swale. The wetland and clay deposits proved beneficial to quarryman J. T. Davis, who in 1887, developed the area as one of Spokane's first brickyards. The brickyard was later associated with the Washington Brick, Lime & Sewer Pipe Company, which made thousands of bricks used in the construction of homes and commercial buildings throughout Spokane. By 1907, the clay deposits were exhausted and the brickyard was demolished.

As the brickyard was closing, the nationally acclaimed Olmsted Brothers Landscape Architectal firm of Brookline, Massachusetts came to Spokane and proposed a comprehensive public park plan for the entire city, including a small 15-acre park at the abandoned brickyard site. Construction commenced in 1908, and the small, low-lying wetland at the park site was restored with two shallow ponds surrounded by manicured lawn, indigenous plantings and trees, and gracefully arched bridges constructed of native basalt. With aesthetic appeal and close proximity to Spokane's central downtown business district, Cannon Hill Park and Manito Park proved to be the anchors and catalysts for the design, development, and subsequent successful settlement of the large Cannon Hill-Manito Park Neighborhood on Spokane's South Hill.

The Hutsinpiller House is located in the Cannon Hill First Addition bounded by 25th Avenue and 29th Avenue north and south, and by Division Street and Bernard Street east and west. The Addition is an integral part of the Cannon Hill-Manito Park Neighborhood, which boasts single-family homes built from 1907 to 1945. Houses in the Cannon Hill-Manito Park Neighborhood reflect a variety of sizes, shapes, and architectural styles, including revival styles in the Colonial, Tudor, Mission, and Spanish Eclectic traditions as well as large Arts & Crafts and Prairie-style homes to smaller Craftsman bungalows and Tudor Revival Cottages. The modest-size Craftsman-style Hutsinpiller House is one such example.

The Hutsinpiller House

On September 16, 1925, James Elmer Hutsinpiller and his wife, Hester M. Hutsinpiller, purchased Lot 1, Block 5 in the Cannon Hill First Addition. They commissioned a single-family house built for an estimated \$4,500 as recorded on Spokane Building Permit #26084. A \$4,000 mortgage was secured from the Spokane Savings & Loan

**Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE**

Society to help finance construction of the home, and the construction of the house was finished in 1926. In 1927, the Hutsinpillers commissioned a single-car garage built for \$300 in back of the house as listed on Spokane Building Permit #26769. That same year, the 1926 mortgage was re-financed to \$3,200 by the Union Trust Company of Spokane with a five-year term. At this time, J. Elmer worked as a clerk for the United States Railway Mail Service, and continued to work in that capacity until he retired in 1965. Two children were born to the Hutsinpillers: Helen Ann Hutsinpiller and James E. Hutsinpiller.

Helen Ann never married, worked as a cook at Deaconess Hospital in Spokane, and lived in the house with her parents J. Elmer and Hester Hutsinpiller. James married, worked for Brown Industries Auto Trailer Manufacturers, and had a daughter, Molly Hutsinpiller. Molly married James Gimurtu, and in 1996, they became legal owners of the property.

Subsequent Homeowners

In 1998, Peter C. Parmelee, a car dealership finance manager, purchased the Hutsinpiller House. Two years later in 2000, he sold the property to current owners Dennis & Carol Anderson. Dennis Anderson is a senior lecturer at EWU and owns a private counseling practice in Spokane. Carol Anderson is a registered nurse care manager for Group Health Corporation. The Andersons continue to preserve the property with sensitive stewardship and careful maintenance.

ARCHITECTURAL SIGNIFICANCE

Category C

Category C of the Spokane Register of Historic Places applies to “properties significant for their physical design or construction, including such elements as architecture, landscape architecture, engineering, and artwork.”¹ To be eligible for historic register listing under Category C, “a property must meet at least one of the following requirements:”²

1. Embody distinctive characteristics of a type, period, or method of construction.
2. Represent the work of a master.
3. Possess high artistic value.
4. Represent a significant and distinguishable entity whose components may lack individual distinction.³

The J. Elmer & Hester Hutsinpiller House is nominated under Requirement #1 because it “embodies distinctive characteristics of a type, period, or method of construction” and “refers to the way in which a property was conceived, designed, or fabricated by a people or culture in past periods of history.”⁴ It is also nominated under Requirement #3

¹ *National Register Bulletin 15: How to Apply the National Register Criteria for Evaluation*. Page 17

² *Ibid*, p. 17

³ *Ibid*, p. 17

⁴ *Ibid*, p. 17

because it “so fully articulates a particular concept of design that it expresses an aesthetic ideal.”⁵

“Distinctive characteristics are the physical features or traits that commonly recur in individual types, periods, or methods of construction. To be eligible, a property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction.”⁶ For example, “a building that is a classic expression of the design theories of the Craftsman style, such as carefully detailed handwork, is eligible” for historic register listing.⁷

The Hutsinpillar House is a fine example of the American bungalow house form and the Craftsman style because it retains and displays multiple stylistic elements and architectural features of the bungalow house form and Craftsman tradition, and possesses high artistic values which are particularly evident in the well-preserved quality, craftsmanship, and architectural integrity of original exterior raked brick cladding, jerkinhead gables, and interior gumwood woodwork and built-ins.

The Bungalow

Architectural historian Jan Cigliano (*Bungalow: American Restoration Style*) defines *bungalow* as a “form of house—a type of structure designed in a number of architectural styles,” and also explains that “*style*, by contrast, is a particular period and genre of design.”⁸ *The Old House Dictionary* further explains that the term bungalow refers to a low-slung house form characterized by overall simplicity and broad gables that usually face the street.⁹ Bungalow designs vary greatly according to geographic location, climate, and architectural vernacular, but all bungalows are usually limited to one or 1.5 stories and have a partial or full-width front porch covered by an extension of the principal roof or by a lower porch roof.

Derived from the East Indian word *bungali*, which means “covered porch,” the bungalow emerged as an independent movement in American architecture and became popular as an affordable home in reaction to the more elaborate Victorian styles that preceded it. The bungalow house form was embellished in many different ways, resulting in various stylistic treatments that illustrated Mediterranean, Prairie, Colonial Revival, Swiss Chalet, and Craftsman traditions.

The Craftsman Style

Author Rachel Carley (*The Visual Dictionary of American Domestic Architecture*) states that the “Craftsman style represented an independent western movement in American architecture” and explained that its “guiding force was the English Arts & Crafts movement, which rejected the mass reproduction and mediocre design associated with

⁵ Ibid, p. 20.

⁶ Ibid, p. 18

⁷ Ibid, p. 20

⁸ Cigliano, Jan. *Bungalow: American Restoration Style*. Salt Lake City: Gibbs-Smith, 1998.

⁹ Phillips, Steven J. *Old House Dictionary*. Washington DC: Preservation Press, 1994.

the Industrial Revolution in favor of the beauty and honesty of traditional handcraftsmanship and natural finishes.”¹⁰ Traditional handcraftsmanship and “natural” building materials such as native field stone or basalt rock, cut granite or other rock, irregular clinker brick and textured raked brick, smooth and coarse stucco, hand-split wood shingles, and smooth-finish hand-rubbed natural woodwork were revered and used. Identifying features of the Craftsman style include a broad house form with a strong horizontal design emphasis achieved by a low-pitched roof, widely overhanging eaves, horizontal bands that separate different wall claddings, a covered front porch, pergolas, decorative eave brackets, exposed rafter tails, massive square or tapered porch piers and posts, tapered walls, and “back to nature” natural building materials. The Craftsman style quickly spread throughout the United States by builder’s pattern books, pre-cut house packages, and home design magazines, especially Gustav Stickley’s magazine called *The Craftsman* (1901-1916). Hundreds of thousands of Craftsman-style bungalows were built in American cities from 1905 to 1930. The architectural style became one of the most popular and fashionable small house designs in America, but by 1930 its popularity had faded.¹¹

Craftsman-style Elements and Features of the Parent House

The Hutsinpiller House is a strong expression of the above-described bungalow house form and Craftsman tradition. Craftsman-style features and elements found on the Hutsinpiller House include the following:

- Building date of 1926
- Bungalow house form with a low-pitched roof and horizontal design emphasis
- Clipped jerkinhead gables
- Widely overhanging unenclosed eaves
- Bargeboards with pointed ends
- Partial-width covered front porch and adjoining pergolas
- Thick square brick porch piers and tapered porch pillars
- Natural building materials—raked brick cladding, wood tongue-in-groove soffits, wood porch pillars, wood pergolas, brass door and window hardware, rarely seen smooth gumwood woodwork, oak-fir-terrazzo floors, built-ins (brick fireplaces, wood bookcases, drop leaf desk, linen closet)
- Original casement and 1/1 double-hung wood-sash windows and matching wood-sash storm windows
- Horizontal rows of windows (tripartite windows)
- Open floor plan at the interior, and deep front covered front porch living area—an extension of the interior open floor plan

¹⁰ Carley, Rachel. *The Dictionary of American Domestic Architecture*. New York: Henry Holt Publishing, 1994, p. 208.

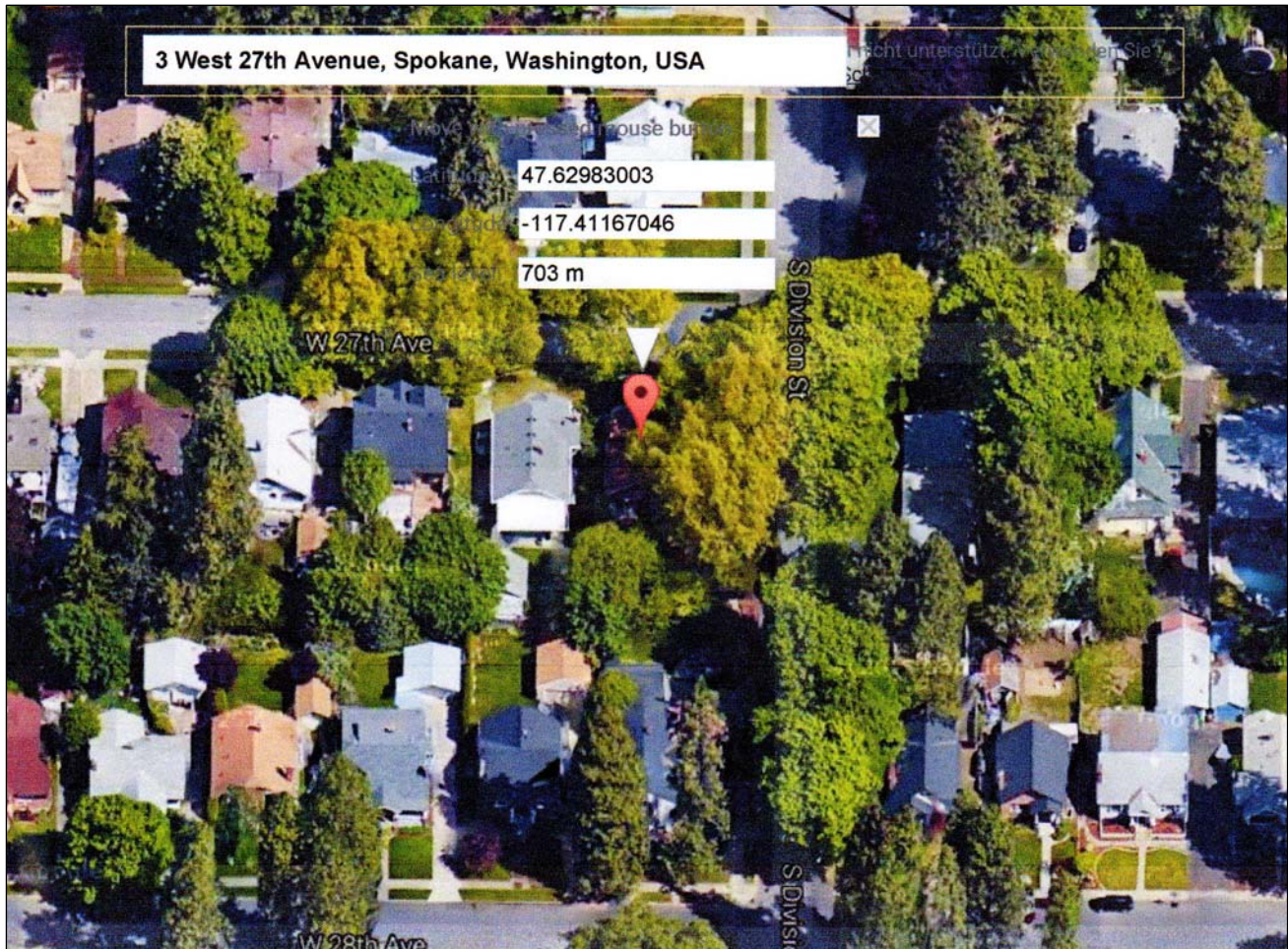
¹¹ McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Knopf Publishing, 1989.

**Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE**

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ELMER & HESTER HUTSINPILLER HOUSE



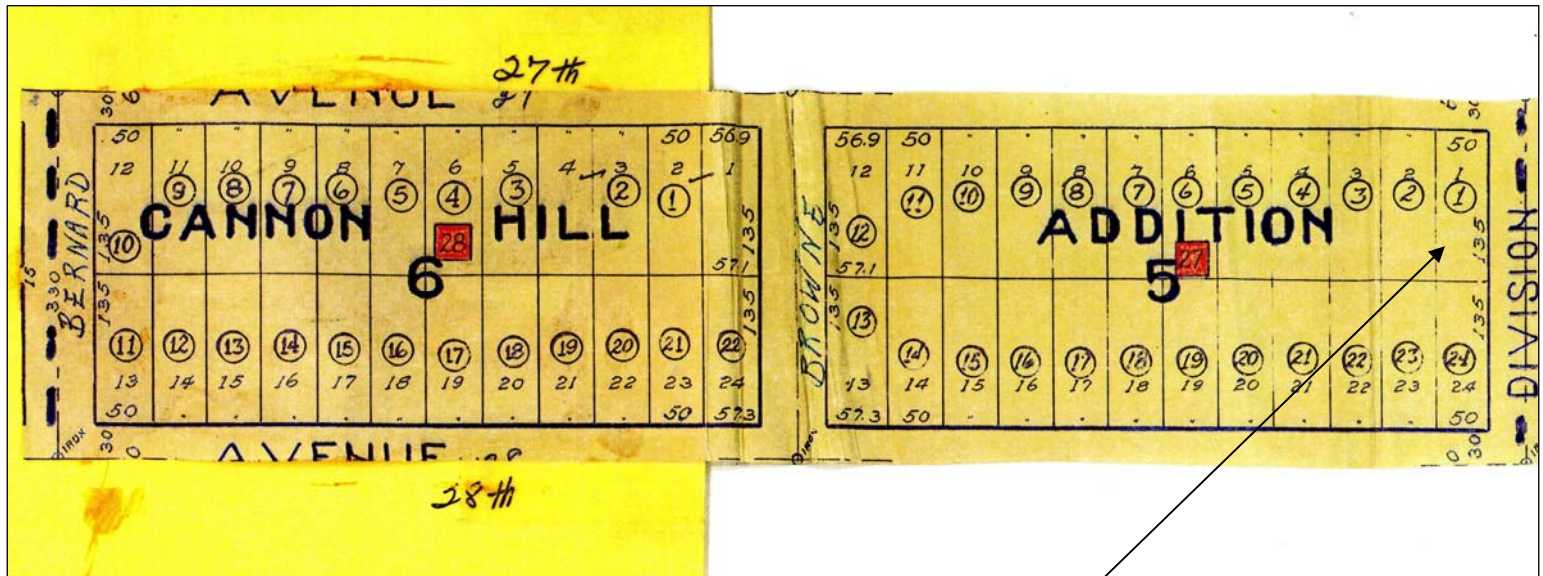
2015 Satellite Image

*Hutsinpiller House
3 West 27th Avenue*

Source: Google Maps 2015



Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE



Spokane County Plat Map

*Hutsinpiller House
3 West 27th Avenue*

*Source: Spokane County Assessor
2015*



Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE



1926 photo taken by Charles Libby, Libby Studios

*Hutsinpillar House
3 West 27th Avenue
Spokane, WA*

*Source: MAC photo archive L87-1.31-32-26
Northwest Museum of Arts & Culture, Spokane, WA*

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ELMER & HESTER HUTSINPILLER HOUSE



1959 Spokane County Tax Assessor Photo

*Hutsinpiller House
3 West 27th Avenue
Spokane, WA*

Source: Spokane County Tax Assessor

Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE



Looking at northeast corner of house from intersection of 27th Avenue and Division Street in 2015



North façade of house in 2015

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South façade and front porch of house in 2015



West side of house in 2015

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ELMER & HESTER HUTSINPILLER HOUSE



East side of house in 2015

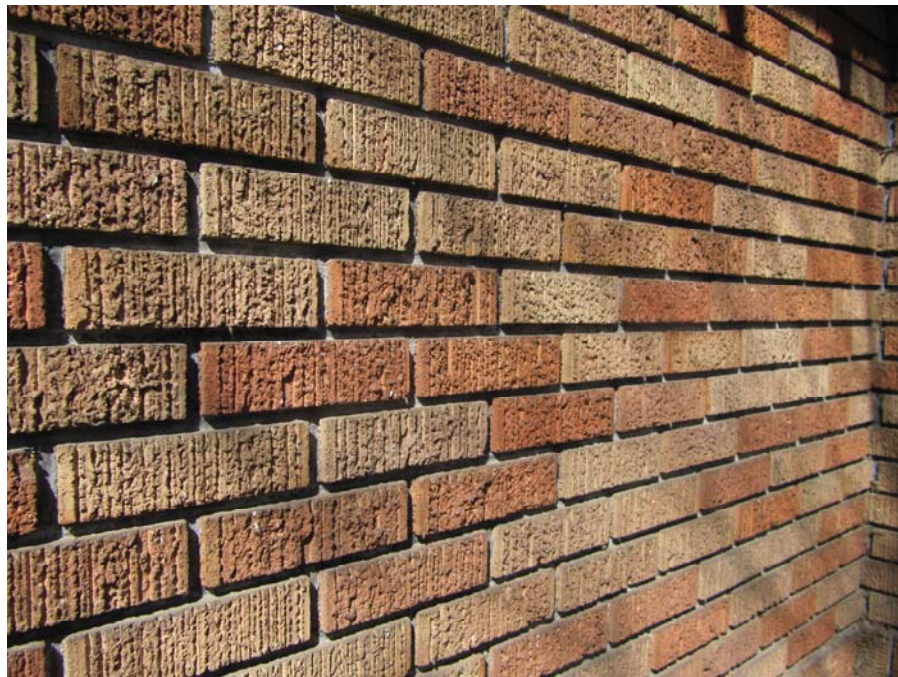


East side of house in 2015

Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE



South rear of house in 2015



Raked brick cladding in 2015

Spokane City/County Register of Historic Places Nomination
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Dining room window on east side of house in 2015



Living room in 2015, looking northwest at front door

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ELMER & HESTER HUTSINPILLER HOUSE



Living room in 2015, looking east



Fireplace wall in 2015, looking northeast

Spokane City/County Register of Historic Places Nomination
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Dining room in 2015, looking southeast



Kitchen in 2015, looking southeast



Family room-bedroom in 2015, looking southeast



Bathroom with original terrazzo floor in 2015



First floor bathroom in 2015, looking west

Spokane City/County Register of Historic Places Nomination
ELMER & HESTER HUTSINPILLER HOUSE



Basement fireplace in 2015



Original boiler in basement in 2015



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/4/2015
Clerk's File #	OPR 2015-0926
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - JIMMIE DURKIN BUILDING, 409 - 415 WEST MAIN STREET		

Agenda Wording

Recommendation to list the Jimmie Durkin Building, 409 - 415 West Main 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 the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Jimmie Durkin Building has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mduvall@spokanecity.org	
Additional Approvals		avance@spokanecity.org	
Purchasing		amcgee@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Jimmie Durkin Building – 409-415 W. Main

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 1910, the **Jimmie Durkin Building (along with the 1903 one-story commercial structure to the east now housing Madeleine's – we are now referring to both buildings as the "Jimmie Durkin" Building)** meet 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).

- The **Jimmie Durkin Building** is nominated under Categories A, B & C.
- The Jimmie Durkin Building is eligible under Category A for its association with the broad patterns of Spokane history in the field of commerce. This particular block of West Main Avenue housed numerous pawn, jewelry, second hand, and loan businesses, most owned and operated by Jewish businessmen who would become prominent families in Spokane's downtown core.
- The property is also eligible under Category B for its association with the Inland Empire's leading liquor dealer and one of the most colorful characters in Spokane's early history, Jimmie Durkin. Durkin's saloon operated into the advent of Prohibition in Washington State in 1916 and continued on after its repeal in 1933.
- Finally, the Jimmie Durkin Building is also eligible architecturally (Category C) as a good example of Single-Room Occupancy Hotels (SRO) as described in the National Register of Historic Places Multiple Property Listing for SROs in downtown Spokane.

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 Jimmie Durkin Building, a simple vernacular building of buff brick, is three stories in height and symmetrically divided into six window bays and seven bays on the ground floor. The one story building with two storefronts was built for general "store" use at addresses 409 and 411 West Main Avenue.
- The ground floor of both buildings has been altered significantly by a variety of uses over the years. The existing storefront was constructed in 2014 to approximate a storefront of the early life of the building. Both buildings have been altered, first by combining interiors and "unifying" the two front facades, and then returning the facades to approximate the historic storefronts. Even with the changes to the storefront level, the

buildings retain a good degree of architectural integrity in original location, design, materials, workmanship, 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 **Jimmie Durkin Building** according to the appropriate criteria (A, B, and C) at a public hearing on 10/21/15 and recommends that the **Jimmie Durkin Building** be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RES & ADD SPOKANE FALLS W1/2 OF LT 2 & LT 3 EXC W20FT BL K16

Parcel Number 35184.2316, is governed by a Management Agreement between the City of Spokane and the Owner(s), The 415 Main Project, LLC, of the subject property.

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

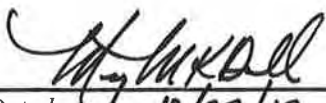
Said Management Agreement was approved by the Spokane City Council on _____, I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer



Dated: 10/22/15

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 23 day of October, 2015, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **The 415 Main Project, LLC** (hereinafter "Owner(s)"), the owner of the property located at **409 West Main Avenue**, commonly known as **Jimmie Durkin's** 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

415 Main Project, LLC

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 23 day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Robert A. Brett, Manager 415 Main Project, LLC, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as he (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 23 day of October, 2015.



Shelly Autrey
Notary Public in and for the State
of Washington, residing at Spokane
Spokane County
My commission expires 4/15/19

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name: Jimmie Durkin's

And/Or Common Name: Durkin & Ulrich, Ulrich, Dutch's Loans

2. Location

Street & Number: 409 West Main Avenue

City, State, Zip Code: Spokane, WA 99201

Parcel Number: 35184.2316

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 type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: The 415 Main Project, LLC

Street & Number: 502 West Riverside Avenue, Suite 103

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: 509-217-5508/Chris@RenCorpRealty.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: None

Date: Federal x State County Local

Depository for Survey Records Spokane Historic Preservation Office

7. Description

Architectural Classification
(see nomination, section 8)

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 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 of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than one acre

Verbal Boundary Description: RES&ADD SPOKANE FALLS W1/2 of LT2 & LT3
EXC W20FT, B16

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

11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

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

Telephone Number: 509-458-5517

E-mail Address: jim@kolva.comcastbiz.net

Date Final Nomination Heard:

12. Additional Documentation

Map:

Photographs:

13. Signature of Owner(s)

Chet m. Batt

14. For Official Use Only:

Date nomination application filed: 9/21/15

Date of Landmarks Commission Hearing: October 21, 2015

Landmarks Commission decision: October 21, 2015

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

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

Megan Duvall

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

10/22/15

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DESCRIPTION OF PROPERTY

Description - Summary

The Jimmie Durkin Building consists of two buildings that had been combined into one ownership sometime prior to 1948: a three-story brick vernacular commercial SRO, built in 1910, and the one-story stucco-clad vernacular commercial building (1903) adjacent to the east. The three-story building was built and operated by Jimmie Durkin, at the time the Inland Empire's major dealer of alcoholic spirits, at 415 West Main Avenue. The one story building with two storefronts was built for general "store" use at addresses 409 and 411 West Main Avenue. Both buildings have been altered, first by combining interiors and "unifying" the two front facades, and then returning the facades to approximate the historic storefronts. The site is mid-block and on the portions of two lots. The buildings had original addresses of 409, 411, and 415 Main Avenue.

CURRENT APPEARANCE & CONDITION

The Jimmie Durkin Building, a simple vernacular building of buff brick, is three stories in height and symmetrically divided into six window bays and seven bays on the ground floor. The ground floor has been altered significantly by a variety of uses over the years. The existing storefront was constructed in 2014 to approximate a storefront of the early life of the building.

Brick detailing is simple, with flat brick piers of the end walls rising to the brick field between the storefront openings and corbeled sill course beneath the windows. Similarly, a second sill course marks the bottoms of the 3rd floor windows. Flat voussoired brick arches top the window openings of both floors. A flat field of three brick courses separates the voussoired arches and the bottom of the wide frieze band. The lower courses of the flat frieze are detailed by rectangular dimples aligned vertically to create an embossed dentil pattern. The flat courses above terminate at a slightly projecting brick field from which the corbeled cornice projects. A band of vertically elongated modillions and dentils (headers) alternating with corbeled niches (stretchers) provide support to the corbeled courses that top the parapet wall--simply detailed by a double row of bricks with each course projecting slightly from the wall plane and the lower course. A sheet metal flashing caps the wall.

The ground floor is divided vertically into seven bays of different sizes, and again divided by a heavy horizontal beam into the storefront and transom sections. The top of the ground floor is terminated by a three part wooden cornice topped by a dentil band, and the bottom consists of wood panel bulkhead walls. Three business fronts and a corner door providing access to the second and third floors divide the facade.

The entry bay includes a wood-frame glass panel door with fixed glass transom and sidelights. Flanking to the east side is an oversized pedestrian door--wood-framed glass panel--that extends to the horizontal beam. Two window bays,

divided by thick wood mullions into nine lights, three columns and three rows, fill the storefront east of the door. The transoms of the three bays are divided vertically into three lights. The storefront west of the center door consists of a single glass panel that extends from the bulkhead to the horizontal beam. A single-light transom window is above. Two pedestrian doors are in the west corner, both wood-framed glass panel, with fixed light transoms above, and single-light transoms in the upper section.

The windows of the second floor consist of anodized aluminum sash in three patterns: the 2nd floor windows have a high horizontal muntin that divides the glass into two panels. The two middle bays vary slightly, in that a second horizontal muntin, set slightly lower than center, has been added to divide the glass into two panels. The third floor sash consists of single glass panel on each of the ends, and the four middle sashes are divided into two equal sections by a horizontal muntin in the middle.

The one-story building to the east is divided into two sections, one with three bays, and the other narrower section with two window bays. The façade is clad with painted stucco over brick without significant detail. Flat end wall piers mark the corners, and a third, wider pier, offset east of center, support a plain wall section above the shopfront openings. A wooden panel bulkhead wall runs beneath the storefront bays. A sheetmetal flashing caps the parapet wall of the flat roof building. A metal shade light fixture projecting from the upper part of the wall illuminates the shopfronts. The westerly bay contains the recessed main entry, a single wood-framed glass panel door with a single glass panel sidelight, and two window bays. Flat wood mullions frame the sash. Above the heavy wood header is a transom band divided vertically into ten lites. The easterly bay is divided into two window sections with a seven-lite transom above.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Although photographs from ca. 1910, 1916 and 1973 are available they do not provide good detail on the appearance of the original façade. The 1910 and 1916 photos suggest a standard storefront with a door in the west corner to the hotel in the upper floors. It appears that the storefront was divided into three bays with a centered entry and wide transom band, with multiple leaded lites, above. The upper floors, except window sash configuration, are the same as existing. The one-story building to the east was divided into two separate shop fronts with its basic configuration similar to how it appears today.

Building permits show alterations to the buildings over the years. West 411 received a building permit in 1956 to "modernize the front." In 1961 a permit was issued to West 415 for interior and exterior alterations. The Singer's purchased the buildings at 409-411-415-417 West Main from the Ulrichs in 1966.

According to Spokane Building Blocks, in preparation for Expo-74, the front of the

building was sandblasted, and the second and third floor windows were "modernized" with anodized aluminum sash replacing the original wood.

Washington State leased 415 West Main for a liquor store in 1975. In 1986, the Singers sold the building at #417 to Huppin's, and took over use of the buildings at #s409-415 for Dutch's Trade and Loans on the main floor. Rick Singer Photography occupied the second floor at 415-1/2 West Main.

At that time, the facades of the three buildings were integrated by application of a green metal roof with vertical ribs that covered the upper half of the first floor façade. The roof sloped steeply to create a shallow portico. At the junction of the wall, a narrow band of sheet metal transitioned from the parapet wall of the one-story building and just below the second floor sill course of the three-story building. The one-story building was divided into two bays, the east bay narrower than the west. Each was divided into three vertical lites by aluminum mullions, and the widths were commensurate with the width of the bay. T-111 siding, painted green, clad the bulkhead walls. The three-story building was divided into two bays, the main entry to Dutch's, and the entry to Rick Singer's studio on the second floor. The main entry consisted of recessed double aluminum-framed glass panel doors. Window bays flanked each side: a large single-panel storefront on the east side, and two smaller single-panel storefront windows on the east side. T-111 siding, painted green, clad the bulkhead walls. At the west end was a projecting brick entry bay with segmental arch within which was a recessed double-door entry. Aluminum-framed glass panel doors provided access to the second floor.

Floor Plans

The original floor ground plans of the 1900 one-story storefronts on the east, and the three-story Durkin Building on the west are not available. A ca. 1935 Libby photo (L87-1.7033-35) depicts the first floor interior of Ulrich and Durkin. The photo shows a large open room with a bar on one side of a broad aisle and tables on the other side. A row of square posts supporting a crossbeam, one running the depth of the room, divides the aisle/bar and the tables. The floor appears to be wood and the ceiling is pressed tin. The basement as depicted in a 1935 photo was also a large open room with paintings of outdoor scenes on the walls. The floor appears to be wood and the ceiling, plaster. The second and third floors, which do not run the depth of the building, are approached by a straight run of wooden stairs to a small lobby on the second floor. These rooms are relatively intact and show the configuration of a single room occupancy hotel (SRO).

Remodels of the ground floors of the two buildings (409-411-415 West Main) in 1975 and 1986 resulted in the floors of the buildings being combined into one shop that was basically an open floor plan when operated by Dutch's. The second floor of the building 415½ Main was modified to accommodate a

photography studio for Rick Singer.

The existing ground floor plans include a single restaurant, Madeleine's, at 409-411 West Main with an entrance in the west corner. The 415 West Main Building includes a restaurant-bar, appropriately named Jimmie Durkin's, in the east bay, a central shop with access from the center door bay, and the stairway to the second floor in the west corner.

The Land Parcels

The property fronts along the south side of West Main Avenue, and rests on two interior lots, Lot 3, on which sits the 1910 three-story Jimmie Durkin building at 415 West Main, and the west half of Lot 2, occupied by the ca. 1900 one-story brick building with the addresses 409 and 411. This block of property was purchased from the Ulrichs by Robert and Pearl Singer in 1966. It is interesting to note that this parcel does not include Dutch's first shop: the first building in the block occupied by Dutch Loan Office from 1933 to 1986 was the west 20 feet of Lot 3 at 417 West Main. This building and portion of Lot 3 were sold to members of the Huppin family in 1986 and would be integrated into the Huppin's Block (this building and the Rombeck building).

Note that the Huppin's parcel was comprised of the west 20 feet of Lot 3, on which the one story brick building at #417 West Main was sited, Lot 4, and east half of Lot 5 (north 100 feet) on which the 1923 two story brick Rombeck Building 425 was sited.

Areas of Significance –**Category A** - Broad Patterns of Spokane History, Commerce**Category B** – Associated with Jimmie Durkin, prominent Spokane liquor dealer**Category C** – Architecture – a vernacular Single Room Occupancy Hotel**Significant Dates** – ca. 1903 -1965, constructed ca. 1900 and 1910**Architect: Unknown****Builder: Unknown****Summary**

The Dutch's/Durkin's building consists of two buildings combined into Dutch's Loans in the late 1990s. The three-story Durkin building, constructed in 1910, housed the saloon of the Inland Empire's leading liquor dealer and one of the most colorful characters in Spokane's early history, Jimmie Durkin. The adjacent one-story store building was constructed ca. 1903. Both buildings were constructed during Spokane's most significant growth period, 1900 through 1910 and remain integral elements of a block that contains three of the earliest of Spokane's post-fire buildings. Durkin's saloon operated into the advent of Prohibition in Washington State, 1916, survived the period, and plodded on after its repeal in 1933. As Dutch's, the buildings continued a legacy of pawn, jewelry, second hand, and loan businesses on West Main, most owned and operated by Jewish businessmen who would become prominent families in Spokane's downtown core. The Durkin's Building is also eligible as a Single-Room Occupancy Hotel (SRO) as described in the National Register of Historic Places Multiple Property Listing for SROs in downtown Spokane.

HISTORICAL CONTEXT

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

The first American settlers, squatters J.J. Downing, with his wife, stepdaughter, and S.R. Scranton, built a cabin and established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney, Oregonians passing through the region in 1873 recognized the value of the Spokane River and its falls. They realized the investment potential and bought the claims of 160 acres and the sawmill from Downing and Scranton. The Reverend Henry T. Cowley followed in October 1874 as a missionary and Indian Sub-Agent to the Spokan Indians. Glover and Matheney knew that the Northern Pacific Railroad Company had received a government charter to build a main line across this northern route. By

1875, Matheney became doubtful that the Northern Pacific Railroad came to Spokane and sold his stake in the venture to Glover.

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

The newly incorporated city continued to grow through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. In spite of the devastating fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded. Because of city ordinance to reduce fire hazard, brick and terra cotta became the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the new buildings were constructed in an area much larger than the original business district. The business district spread east to Division Street. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a dramatic increase in the construction of commercial buildings in downtown. Frame dwellings gave way to commercial buildings that would meet the demand of the influx in population. Among the property types and businesses that were prevalent were hotels, lodging houses, and restaurants.

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

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. But prosperity seemed to return in 1917. In February the *Spokane Daily Chronicle* would announce that "Spokane Banks Made Most Gain," with the largest clearings on the west coast (2/2/1917, p8/3), and a "Rosy Future Seen for Local Business," in reporting that Spokane was named as one of the nine most promising cities in the whole country (2/8/1917, p12/1). New buildings were announced and the downtown saw construction activity. Some 32 projects were listed as proposed or under construction as

proclaimed by the *Spokane Daily Chronicle* on March 6th: "Two Millions And Half for New Buildings Here," for buildings that included the Crescent, Chronicle Building, Elks Temple, and Overland Garage among others.

By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910 (Decennial Census Counts. OFM). Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. The 1920s and 1930s saw similar, but less drastic slow growth due to economic factors. The Inland Northwest region's dependency on extractive products from farms, forests, and mines suffered from declining demand.

The Development of the West 400 Main Block

The Sanborn map of 1884 shows the only the western edge of the block in which the site is located. Only a small dwelling adjacent and an agricultural implement storage shed adjacent to the south are depicted. The area further to the east was unmapped. The westerly portion of the block north of Main had store structures and the block west of Stevens Street along both sides of Main Avenue had rows of wooden structures that housed saloons, liverys, a Chinese laundry, dwellings, sheds, and other uses.

The 1888 Sanborn shows a 2-story wooden structure "Nevada House Boarding" that occupied a portion of the footprint of the existing building. To the east was a one-story carpenter's shop, the "Cottage House Boarding," and two dwellings on the corner. On the west was a vacant lot, dwelling, "Rountree's Feed," a Chinese Laundry, and "To be wagon shop painting not finished." Spokane Feed and Sale fronted Stevens Street on the alley south. The rest of the block, to Washington Street on the east and Riverside Avenue on the south, was half developed and filling in with boarding houses, dwellings, sheds, wagon shops, and a hay attic.

The 1890 Sanborn, the year after the Great Spokane Fire, shows only the three story brick Bodie Block on the northeast corner of the block. The remainder of the north half was blank, and the dotted outlines of five structures were along the Washington Street frontage. South of the alley, the frontage along Riverside Avenue was being filled in with the notes "Being Built" on two of the buildings. Surrounding blocks displayed the same pattern.

In 1891 Sanborn depicted site as undeveloped with only the Bodie Block and the three-story brick "Como" block (Lang Building-extant) on Washington Street, on the north side of the alley. The frontage along Riverside Avenue was built out with the Green Block, Tidball Block, and Temple Court (all removed).

The 1902 Sanborn depicts the southern half of the block as fully built out. The northern half of the block includes full frontage built out along Stevens Street, the

Levy Block (extant) and Bodie Block, and along Washington Street, including the Como Block (Lang). Main Street is built out except for gaps on Lot 2 and Lot 3, with only the west 20 feet of Lot 3, and east half of Lot 2 developed. A one-story brick building is at 417 West Main, and, adjacent to the east are two one-story brick buildings comprising shop front #s 419, 423, and 425.

In 1910, the block was built out. Sanborn depicts a variety of buildings, all brick and stone, one- to three-story working class buildings on the north side and the imposing Old National Bank Building (extant, now US Bank) on the southwest corner and the Temple Court Building (razed) on the southeast corner. Two single-story brick "store" buildings (409 and 411 West Main), and the three-story brick store building (415 West Main) with notations of "liquor storage in basement," and "ice machine."

The 1928 Sanborn depicts block as fully built out. In the north half of the block are essentially the buildings that presently exist. On the south half of the block only the U.S. Bank building remains. The eastern portion of that block is now a parking lot and drive-in bank branch. In addition to the Levy (1892) and Como (Lang, 1890) blocks on the north half are the following buildings along West Main Avenue:

- 427 – 3-story brick Bodie Block (1889, now the 1889 Building);
- 419-425 - 2-story brick Rombeck Building (ca. 1926, now Huppin Building);
- 417 - 1-story brick store (ca. 1900-combined with 419-425, Huppin Building);
- 415 - 3-story brick Durkin Building (ca. 1910, now Dutch's);
- 409-411 - 1-story brick store (ca. 1900, now combined with 415, Dutch's);
- 407 - 1-story brick Woolworth Building (ca. 1893, now Millmans); and
- 405 - 1-story Columbia Pharmacy (ca. 1900, now Hill's Restaurant, altered).

The 1952 Sanborn depicts the same pattern as 1928.

Chronology of the Jimmie Durkin/Dutch's Loan Buildings: R. L. Polk Directory and Building Permits for West 409, 411, 415 and 417 West Main Avenue

Five of six of the buildings fronting on the 400 West Main block were owned and contained shops owned by Jewish businessmen. The Dutich/Singer family and the Huppin family established their businesses and would own four buildings; Mark Soss, an owner of the Bodie Block (1889 Building) had previously operated loan businesses at 411 West Main, and at 417 West Main, both of which would later house Dutch Loans. The 411 West Main address would become part of Dutch's, and the original Dutch Loan at 417 West Main would end up as part of the Huppin domain. Millman Jewelry and E-Z Loans at 407 West Main, at one time operated a store at 411 West Main, as did Jewish businessman Oscar Silverstein, and Morris and Harry Fischbach as M & H Loan Office. The Singers, Huppins and Millman were long-term business operators in the block.

The property on which the buildings reside includes the west half of Lot 2 (409 and 411 West Main), and the east 40 feet of Lot 3 (415 West Main). The ownership at one time included the west 20 feet of Lot 3 (417 West Main) that was sold to the Huppins in the 1980s.

409 West Main**Building Permits for W 409 and 411 Main (W ½ of Lot 2)**

According to the Spokane County Assessor's Office, 409 and 411 West Main were constructed ca. 1900. The permit to install a water meter at 409 and 411 West Main dated 12/18/1903 suggest that the building may have been constructed around 1903. The permit listed E.O. Azzi as the owner. (The 1900 through 1905 Polk Directories listed Azzi at 417 West Main as a seller of fruits and cigars.) E.O. Azzi, owner, also applied for a sewer permit on 12/28/1903 at the 411 West Main address. Building permits from May and July 1910 were issued for electrical to Jim's Lunch at #409. Polk listings for the same could not be located until a 1911 listing when J.M. Kuhn operated a restaurant at 409 West Main which was doing business as Jim's Lunch. The Kuhn Brothers were listed by Polk as operators of the restaurant through 1929, and thereafter it was listed as Jim's Quick Lunch until around 1944. A permit dated 1/14/1944 was issued to City Cab Co. to "Alter Store to cab office" with a value of \$200. In 1945 City Taxi occupied the space and taxi companies were there until 1952-53 with the listing "Radio City Cab Company." Frank's Cleaners spent a couple of years in the space and by 1956 it was vacant; and #409 not listed in Polk between 1957 and 1990. In 1988, Dick's Jewelry occupied 409 Main and was there until 1996. The following year, the space was listed as "Dutch, additional space." After 1998, the address was no longer listed.

411 West Main Avenue

The 1905 Polk Directory listed under the heading "saloons," Aaron Anderson and Company as the occupant of 411 West Main. In 1910, the saloon was operated by Olsen & Denison. On 10/4/1911, an electrical permit was issued to Inland Jewelry Co. The 1912 Polk listed Mark Soss, Jeweler, at #411. Mark Soss had moved from 220 Stevens where he sold clothing and was proprietor of the O.K. Loan Office in 1910. In 1913, Mark Soss was listed as proprietor of Inland Loan Office and, in 1914 again moved, this time a couple of doors west, to 417 West Main. Soss would remain at this address until 1932 when he bought the Bodie Block and relocated the Inland Loan office to 435 West Main.

As a sidebar, the history of the buildings that comprise the Dutch's Building and the Huppin's Building are interwoven by the occupants over the years. Mark Soss started at 411 West Main, moved to 417 West Main, and ended up at 431-435 West Main (Bodie Block which he owned). Melvin Dutich followed Soss and moved into #417 in 1934 which became Dutch's Loans; the Singers (Pearl, Dutich's daughter, and Robert, her husband) would continue operating Dutch's at #417, but, it was not until 1996 that they would own their building and eventually acquire the buildings at 411 & 415 West Main and occupy those spaces. The Building at #417 was sold by Singer to Huppin's and is now part of the Huppin's Building.

Back to #411, electrical permits were issued to McKay Loan Co. in 1913 and 1914. In any case, in 1916, Oscar Silverstein would move his clothing store from Trent Avenue to 411 West Main, which in 1916 would become Uncle Oscar's Loan Office. In 1922 Silverstein would obtain a building permit to alter "for store", with a permit value of \$20. He would operate his loan business and pawnshop until his untimely death in 1929. (S-R, 5/23/1929) The building was idle for two years until occupied by Harry Vexelman, Men's Furnishings, in 1932. M & H Loans and Pawnbrokers (Morris and Harry Fischbach) would operate a pawnshop in the space from 1933 to 1955. In March 1956, a building permit was issued to William Bantz, owner, to "Modernize the front for a store building," with a value of \$1,000. Millman Jewelers and E-Z Loan would occupy the space in 1956 and operate there until 1987. After 1987, 411 West Main is no longer listed in Polk, and Millman had moved to 407 West Main where the last pawnshop on the block remains in business.

413-415 West Main – The Jimmie Durkin Building

The three-story brick building was built in 1910 to house Jimmie Durkin's saloon on the ground floor and the Malmo Hotel, an SRO, on the second and third floors. According to a January 31 1915 article in *The Spokesman-Review*, Durkin recalled buying the property in 1908 (with buildings) for \$56,000, and erecting a new building at a cost of another \$30,000. He purchased, by Warranty Deed, the East 40.09 feet of Lot 3, Block 16 from Ole Johnson et al. on October 1, 1907, except certain leases to expire 1/1/1908. Durkin received permits on

1/10/1909 for Side Sewer and on 2/24/1909 for Connection to Water Main, with electrical permits in 1909 and 1910. One of the electrical permits was to Imperial Billiard. On 5/22/1913 Durkin was issued a permit for "Alteration for Store to Durkin Liquor Co." with a value of \$200.

To backtrack a decade or so, James Durkin was first listed as a resident of Hillyard in the 1897-98 Polk Directory; and by 1899 he is listed as a dealer in imported and domestic wines, liquors & cigars at the NW corner of Sprague Avenue and Mill Street. He resided at 307 3rd Avenue. He had stores at 702-6 Sprague and 121 Howard before building his three-story building at 415 West Main Avenue.

The 1910 Polk Directory would list in the classifieds (p 410) – "Durkin, James, pres. Durkin Liquor Co. h 312 Stevens, Durkin, Edmund L, sec. and tres. of Durkin L. Co.;"

"Wines and Liquors Wholesale" (p. 1497) "Durkin Liq. Co."

"Saloons" (p1478) "Durkin Liquor Co., 702-06 Sprague, 121 Howard, 415 Main Ave." (This was Durkin's first listing for 415 West Main Avenue.)

Jimmie Durkin's saloon and liquor business ended on January 31, 1915 when Prohibition decimated the liquor business in the State of Washington. Indeed, it also seemed to remove Jimmie Durkin from the local scene. He was not listed in Polk business directory in either 1916 or 1917, but the Durkin name reemerges in the 1918 Polk with the listing "Durkin's picnic drinks, Inc. Bevo Agent @ N. 801 Washington.

Imperial Billiards was listed at 415 West Main in 1919. Jimmie Durkin and Bill Ulrich had teamed up to operate the new "dry" business in the former saloon.

In 1920 and 1921 Durkin is listed as Durkin's, Jimmie Soft Drinks, Inc., Washington and O-W R&N Tracks.

Also in 1921 at #415 was listed with Durkin & Ulrich (Wm P. Ulrich) pool, lunch, cigars, tobaccos & candies. Durkin and Ulrich would continue to be listed under the same category until 1930.

Meanwhile, upstairs on floors 2 and 3, the Malmo Hotel, which had been listed at 415½ since 1913, would remain ten more years before changing to the Meyer Hotel, that was first listed in 1924 with Lena Meyer as proprietor – "steam heated, modern rooms, rates reasonable."

"Durkin and Ulrich soft drinks" was listed in the 1924 Polk.

Unspecified alterations "for store" were permitted on 3/29/1930 with James Durkin as owner in the amount of \$2,300.

In 1931, Polk listed Durkin & Ulrich under Restaurant and Lunch Rooms, and soft drinks retail; and at N 815 Washington, Jimmie Durkin's Soft Drinks, Inc.

Prohibition ended when the 18th Amendment was repealed in December 1933. The taps could flow freely, but by that time Jimmie was ending his career.

Although Jimmie Durkin had passed away on October 7, 1934 at Sacred Heart in Spokane, the 1935 Polk continued to list Durkin & Ulrich cigars and restaurant, and Durkin's soft drinks, bottlers at East 528 Trent Avenue.

The Spokesman-Review reported "**Jimmie Durkin Estate \$162,930**" on August 17, 1934. The article itemized his estate and noted: "The biggest single item in the personal property is a half interest in the business of Durkin & Ulrich on Main avenue. This interest is valued at \$25,000."

Bill and Harry Ulrich ran Ulrich's Restaurant in 1940, and Ulrich Card Room in 1945. They also owned the Spokane Indians Baseball team of the Western International League, having, in 1939, purchased and changed the name from the Hawks to the Indians. (Pettit, 2011) The July 19, 1941 *Spokane Daily Chronicle* included a photo captioned "Vines That Winter Won't Blight Adorn Ulrich Parlors," that depicted the upper two floors of the Ulrich Restaurant.

Ex-Detective Bill Ulrich is not only a baseball impresario and a mining magnate, but a patron of the arts. Some years ago he had Luke Williams [founder of American Sign and Indicator in Spokane] paint mountains and streams all over the inside walls of what was then the noted Durkin & Ulrich establishment on West Main. When he went into baseball, he had scenes painted on the bus that takes the Spokane Indians around the Western International circuit. "Why not," asked Luke "dollar up the front of the recreation parlor, too?" After a few minutes' pondering, and with the favorable nod of his brother Harry, Ulrich said: "Why not?" The result is seen in the above picture, of the two upper stories. The flower boxes and plants are real—real paint.

A building permit was issued on 7/5/1945 for alterations for "clubrooms to the Ulrich Workingmen's Club" in the amount of \$900. Also in 1945, William P. and Belle M. Ulrich, husband and wife conveyed to John L. and Martha Ann Ulrich Lot 3, West ½ of Lot 2, block 16 (417 West Main). The original Durkin property was the east 40.09 feet of Lot 3, the west 20 feet had been owned by a Mr. Ernest O. Azzi. (In 1903 he was also listed as owner of the West ½ of Lot 2 on building permits, but a deed verifying that has not been located.)

In a rather strange action, demonstrated by Quit Claim Deed dated 7/17/1943, the Azzi property was sold by Leo T. Crowley, Alien Property Custodian of the USA, who was acting pursuant to the Trading with the Enemy Act. Sold by highest bid: "having found that the real property was property within the United States which was owned by Ernest O. Azzi, a national of a designated enemy country, to-wit Italy; all of which is fully set forth in said Vesting Order, and said Amendment of Said Vesting Order; and ..." "...it is in the interest of and for the benefit of the United States that said real property be sold ..." With the high bid of \$12,025, a quit claim deed was awarded to Harry M. Ulrich and William P. Ulrich.

Three years after the Azzi sale, on 2/13/1946, the *Spokane Daily Chronicle* would report: "**Suit is Filed to Clear Title:**"

An interesting suit to clear title on the property at W417 Main, adjoining the Ulrich card room was filed in superior court today by William P. Ulrich, Harry Ulrich and their wives. The plaintiffs allege they purchased the property from Leo T. Crowley, United States alien property custodian, September 17, 1943 when the owners, Ernest Azzi and his wife, Ida Azzi, were enemy aliens residing in Italy. The suit names as defendants Ernest and Ida Azzi, their unknown heirs, the state of Washington and county of Spokane.

On 2 February 1948, William P. and Belle M. Ulrich conveyed to John L. and Martha Ann Ulrich all of Lot 3, West ½ of Lot 2, block 16.

The family name continued as Ulrich Restaurant and Billiards in 1950, and Ulrich Café and Recreation through 1965.

Upstairs, in 415½ West Main, the SRO became vacant in 1949 and was never again used as a hotel. Shyvers Music Phone rented the second floor in 1952 and was there until 1955. The address was listed as vacant from 1956 to 1961, then not listed until 1984 when Rick Singer Photography Studio occupied the space. A building permit was issued on June 28 1983 for the remodel of 1917 sq. ft. of existing vacant 2nd floor area for use as photo studio by modifying existing partition w/o major structural changes. Other work involved redoing mechanical HVAC and plumbing systems and providing second exit to the alley to the south.

Singers Purchase Lot 3 and W ½ of Lot 2, Blk 16

Robert and Pearl Singer, who still operated Dutch's at 417 West Main, purchased the three buildings on Lot 3, and the West ½ of Lot 2, from John L. and Martha Ann Ulrich on April 5, 1966 (Statutory Warranty Deed).

After the sale to the Singers, the Ulrich's would continue to operate the restaurant until 1972. The west 415 address was vacant in 1973 and 1974. Permits were issued to Robert Singer in 1975 for electrical work and to remodel the building to a Washington State liquor store with a construction value of \$25,000.

After the expiration of the liquor store lease Dutch's moved a door east in 1985, from 417 to 415 West Main. Millman's was operating a pawnshop next door at 411 West Main, the property now owned by the Singers. Having vacated 417 West Main, the Singers sold the property to members of the Huppin family who were operating a shop under the Huppin name in the Rombeck Building.

Singers Convey The West 20 feet of Lot 3 to Huppin

On 8/1/1986 by Statutory Warranty Deed, Robert and Pearl Singer, husband and wife conveyed to Charles Eugene and Gerry L. Huppin, husband and wife, the W20' of L3B16.

By 1988, the address 411 West Main was no longer listed in Polk. The Millman Jewelry and E-Z Loan moved east to 407 West Main where it resides today. Dick's Jewelry had resurrected the 409 West Main address, and 417 was listed as Huppin's Annex.

Dick's Jewelry operated at #409 until 1996, and in 1997 the space was listed as Dutch "additional space." Thereafter, the store spaces that had been #s 409, 411, and 415 West Main were combined in the 415 West Main address. Gary Singer would operate Dutch's Loans and Musical Instruments until his death in 2013.

JAMES DURKIN (1859-1934)

Jimmie Durkin was born in England of Irish parents in 1859 and died in Spokane in 1934. Jimmie was well reported in the local press, some of the words he wrote and paid for himself, but he, nonetheless, was a colorful and larger-than-life figure in early Spokane. Rather than a biography of Jimmie Durkin, his exploits are highlighted by what others have written about one Spokane's great characters.

On the lower level, near the Spanish American cannon, James "Jimmie" Durkin lays buried under a block of granite. Durkin arrived in Spokane in 1897, 38 years old, with a pile of money and big plans. Spokane was booming and thirsty, and Durkin, fresh from an earlier liquor venture in Colville, was ready to compete. Competing with over 120 liquor establishments already set up in town, Durkin spent \$21,500 on a major downtown corner lot at the intersection of Sprague and Wall, mounted huge window displays on his building, and become Spokane's liquor tycoon. (Coogan-Gehr, 2013)

Peter Blecha, summarized Jimmies life and ended his essay on History Link (6/21/2009) with the following paragraph:

In 1935 *The Spokesman-Review* looked back, noting that "Jimmie Durkin is dead but everybody who knew the old man has tales to tell of his individualism. He belonged to the vanishing race of individualists, men who developed in original molds and not in the machine standardization of today. He was an Irishman to dared to be himself.

Blecha opened his essay with:

James "Jimmie" Durkin gained notoriety in the Inland Empire of Eastern Washington as Spokane's legendary liquor tycoon. Wild tales abound regarding his outlandish exploits and stunts, but beyond becoming one of the town's most successful businessmen and an early millionaire, Durkin earned a well-deserved reputation as a thinking man. Indeed, locals and area newspapers routinely referred to the one-time gubernatorial candidate as no less than "Spokane's Main Avenue philosopher."

On Sunday August 16, 1908, *The Spokesman-Review* published an advertisement: **"DECLARATION OF JIMMIE DURKIN" CANDIDATE FOR GOVERNOR ON THE DEMOCRATIC TICKET**" (paid advertising)

"The man of whom the Baptist minister said: "He is a man of his word"

He opens:

To My Fellow Citizens of the Common People of the State of Washington: "I want the job—to be the next governor of your state; and in applying for it, you ought to know if I have the necessary qualifications and honesty to be the right man in the right place. I believe I have. "There is good and bad in me, and more bad than there is good. But, whenever I have given my word as a businessman the good has always come in first, never having broken that word in a business way, and I have been in business over 30 years."

Durkin was noted for his advertising, both in local lore and his run for governor which was the subject of an article in *Printer's Ink*. His favorite quote and one in which he took much pride was "The Minister said he is a man of his word." This came from one of his advertising schemes as told by Blecha and was inscribed on his tombstone—almost 30 years before his death.

One celebrated example: Around June 1907, the good Reverend E. H. Braden -- pastor of a local Baptist Church (probably the Calvary Baptist Church at 426 E 3rd Avenue) -- took offence at Durkin's window display, which at the time featured a flock of stuffed crows intended to promote Old Crow Whiskey. When an area newspaper noted Braden's fulminations from the pulpit about how such advertising failed to depict the evil downside of liquor trafficking -- and that he'd stated a desire to have a chance to mount his own display at Durkin's -- the booze magnate slyly took him up on the idea. Durkin even graciously told him that "you can use all of my windows for any liquor displays you want. You can use anything you want, advertise anything you want, and I will not interfere. Also I will pay for everything. You can depend on me: I'm a man of my word" (Kalez).

Braden -- who was ably assisted by John Matthiesen (the advertising manager for Spokane's stationery shop, the John W. Graham Company) -- proceeded to mount an ambitious new eight-window tableau at Durkin's. ...

The new displays drew considerable attention over the weeks, enough to make *The Spokesman-Review* scoff, calling the incident a "gigantic publicity stunt," which it certainly was. But that was Durkin's genius -- and business at Durkin's Bar increased dramatically. Enjoying the media coverage, and apparently all caught up in the hoopla, Durkin even went so far as to run as a Democratic candidate for governor in the 1908 election. He

received 4,398 votes, but lost during the primary.

Meanwhile, Reverend Braden famously conceded that at the very least, "Jimmie Durkin is a man of his word." And though Durkin would proudly use that phrase as his motto ever after, the wily businessman always managed to get in the last word: By July 1907 he was placing display ads in newspapers that stated: "Visiting Baptists Are Invited to Inspect the Only Liquor Store in America Whose Windows Were Decorated by a Baptist Minister."

Speaking of Jimmie's two-ton granite tombstone on which he had carved and placed in Evergreen Cemetery, a trade magazine, *Granite Marble & Bronze* published by A.M. Hunt & Co, Boston, Mass. on December 1, 1907 (p22), wrote a commentary on the ethics of graveyards and monuments citing the Jimmie Durkin tombstone as a case in point.

In the Matter of Monuments.

At Spokane, Wash., a peculiar point in the ethics and procedure has been settled connected with tombstone inscriptions relative to the deceased whose resting places they mark and whose virtues they are supposed to commemorate. A saloon keep ordered his monument in advance and had it set up in a Spokane cemetery inscribed and ready to keep his memory green when he had finally ceased to dispense the cheering cup and departed to a region where thirst is a normal condition and a drop of water beyond purchase, even by multi-millionaires. The inscription of the two-ton monument read:

Jimmie Durkin, Born 1859.

The Minister Said:

"A Man of His Word."

Then came protest, and after protest action by the cemetery committee, headed by an ex-United States senator. The monument was declared obnoxious, and the inscription condemned. The minister went back on his former assertion and denied the strict veracity of "Jimmie" Durkin. "Jimmie" and his friends went down to the cemetery, held a talkfest, and the offending inscription was altered. Whether the proofreader cut out "the minister said" or inserted "not" between "said" and "A," the newswriter neglected to state. Anyway, "Jimmie" found it necessary to change the wording or move the monument up back of the saloon.

There is a lesson in this "De mortuis nil nisi bonum" refers

specifically to dead ones. While the lamp of life holds out to burn, it doesn't pay to advertise—on tombstones." [AH HA, BUT JIMMIE HAD THE LAST LAUGH, and the inscription remains to this day.]

But, the other minister said: **"JIMMIE DURKIN: GHOUL! HYENA" "Saloon-Keeper Candidate for Governor Denounced from Pulpit."** *The Spokesman-Review* edition of 1/31/1908 devoted about 40 column-inches to a denunciation of Jimmie Durkin by the Reverend Merrill Hill of St. Paul's Methodist Church. In boxed text were the main points.

Minister Reads Indictments

"He would write his advertisements upon the casket of your dead baby."

"He would hang his sign across the hearse bearing the clay of your beloved mother to its last resting place."

"He has been heard to say that Jesus Christ himself puts the stamp of approval on his business." ...

"It would be nearly impossible to finish a list of crimes against decency that this saloon keeper has not committed." ...

"Every voter in the state of Washington, yes, in the United States of America, he has slapped in the face by thus entering his name for governor." ...

In the body of the article the minister rails:

Ravisher of Graves

But not only does this person enter into the holy of holies and desecrate our churches and spit upon our pulpits and besmirch the faith that our fathers and mothers died for, and leering into the face of every boy and girl, whom their parents are struggling to train up to be good citizens, say "I paint my business across the minister of the gospel's frock coat for his business is not better than mine." Not only does he do this, but he enters another sacred spot, so sacred that those who desecrate it we call "ghouls"—the place where we bury our dead. He enters this spot and buys him a plot of ground, for he is cunning. So also is the hyena, that other grave desecrator. Then he has made for him a monument of enduring marble, and places upon it his name and the date of his birth and the quotation for the preacher, "A minister of gospel said, "He is a man of his word."

Printers Ink, A JOURNAL FOR ADVERTISERS, New York, 10/21/1908, wrote:

THE SALOON KEEPER WHO WOULD BE GOVERNOR - STORY OF JIMMIE DURKIN, OF SPOKANE, WHO PUT UP ONE OF

THE MOST NOVEL CAMPAIGNS FOR STATE HONORS EVER CARRIED ON IN THE FAR WEST –WROTE A FOUR-COLUMN “DECLARATION OF PRINCIPLES” IN BREEZY STYLE WHICH HE PUBLISHED IN PRINCIPAL WASHINGTON PAPERS A PAID ADVERTISING—USED LIBERAL SPACE UP TO ELECTION DAY

The article would say that:

Jimmy [sic] Durkin has always been original and vigorous in advertising his saloon. On rocks and roofs about Spokane one reads the legends: “Durkin for Wines and Liquors,” “Durkin has the Goods,” “Who in H. is Durkin?” or simply “Durkin.” ...

Advertising instinct doubtless suggested to Durkin the possibilities for publicity in the new Washington primary election law. The advertising rate was ridiculously low. His name could be entered as a candidate for governor for the very nominal sum of \$60.

Three years later, Jimmie would do it again: the February 11, 1911 edition of *The Spokesman-Review* carried an ad from Jimmie Durkin advocating for his candidacy for City Commission. (Page 7) **“Jimmie Durkin’s Candidacy for City Commissioner.”**

“Principles are greater than any personality.” “I went to Mr. Twohy, my banker, of the Old National bank, and requested a loan. ...” I went in the next day. He grasped my hand with both of his and said: “Mr. Durkin, you can have it.” I took notice of him using the word “Mr.,” instead of the name I like to have my friends call me—“Jimmie.” ...

I am a democrat but not so blind to party prejudice that I can not see the good there is in some men that belong to the opposite parties. ...

I am not, nor will I be a candidate. My friends played a joke upon me. They did that without my consent, and as friends they have not taken the right from me—so I decline with many thanks to my friends. ...

For the sake of argument, suppose that I was a candidate—where would I get the votes from to elect me? ...

The *Spokane Daily Chronicle* would continue reporting Jimmie's story 12/31/1915. "**Jimmie Durkin, Philosopher And Saloon Man, Quits With Million.**" (includes a photo of Jimmie Durkin)

For 18 years, from behind a little counter of polished oak in this saloon at Wall and Sprague, Jimmie Durkin has discussed philosophy and politics with his friends, cashed checks for all comers and managed the biggest individual business in the liquor business of the Inland Empire, which dies at midnight today. In the 30 years since he came to Washington he has run an original capital of \$2500 up to an amount that must be close to \$1,000,000. Once he has been a candidate for governor of this state. Now he closes his business probably forever, though he says "I can live without working at something." Whatever name be said of his business—now outlawed by a majority vote of the people of Washington—Spokane has had in Jimmie Durkin a character unique enough to win distinction far outside of its borders, and one lovable to a host of friends.

During 48 years he has been a saloonman, beginning in 1872 in New York city. In 1855 he jumped out of the daily stage into Colville, where the Old Dominion mine was turning up its famous silver deposits, and then, as he tells it, is a commentary on business success in an industry that many observers think will be extinct as the dodo in American inside of a decade or two.

Corner Cost \$21,500

"This corner at Wall and Sprague cost me \$21,500 from the Hypotheekbank in 1897. As the business grew and the wholesale line developed, I bought the ground on Howard street in 1902 for \$45,000, and spent \$20,000 on the building. Another enlargement in 1908 resulted in the purchase of the Main avenue property, which cost me \$56,000, and \$30,000 more for the building. In all my time in business I don't believe any man ever spent \$20 in a day in one of my saloons.

The Spokesman-Review announces on the first day of the New Year 1916 across its front page banner. "**CROWD STORM SALOONS FOR LAST DRINK—SUPPLY FAILS AS DRY ERA DAWNS**" "**More Noise Than Alcohol in Night Celebration Marking New Year's Birth**" The edition of January 1st covered the entire closing scene of the liquor business in Spokane and state-wide.

Spokane became a prohibition city last night with a great deal of noise, and with a great deal of liquor in circulation, but without the

disorder and the dramatic effects that most people had looked forward to.

Dearth of Supplies Felt

... Durkin's store at Wall street and Sprague avenue, scene for the last week of strenuous bargain sales, had nothing left to sell at 9:40 and closed, the last purchase being a 10-cent bottle of vinegar. ...

Durkin's saloon on Howard street was entirely sold out of whisky early in the evening and at 10:15 two bar tenders were working the beer taps for only saloon trade. Joe Durkin was auctioneering bottles of cocktail bitters at 10 and 20 cents a bottle. ...

At Durkin's Main avenue saloon, which was crowded almost to suffocation, beer only was sold over the bar. "Billy" Spellman was head auctioneer of a force of clerks that were seeking to empty the shelves of a few stray bottles of claret and soda.

"BARS SELL THEIR STOCKS CLOSELY" "Durkin's, Los Angeles, Log Cabin, Whites, Cobweb and Others Do Good Business." (Page 5:1)

A 10-cent bottle of vinegar sold at 9:11 o'clock last night was the last sale made at Durkin's Sprague and Wall street saloon. Close to 100 eager customers were on hand and when it was announced that everything was gone, they filed out slowly.

When the doors were locked not a flask of any kind of liquor was in sight, and Jimmie Durkin said that every bottle was gone. There was no disorder. The buyers marched up to the bar and made their purchases quickly.

"Bargain Rush at Liquor Stores" "Jimmie Durkin Soliloquizes as Men and Women Scramble for known Intoxicants" "KRONENBERG IS AMAZED" (p6:7)

"Are people grown mad? I thought I knew mankind, but I have another guess coming." Remarked Jimmie Durkin yesterday afternoon, while he watched scores of persons, both men and women jostling, pushing and grabbing as they sought to buy liquor in his Sprague avenue store. The men and women were madly scrambling for the last packages of whisky and cordials of uncertain ages.

For three days Durkin had not had a drop of brandy, or wine, gin or ale to sell—and for two days he had not sold a drop of beer. The

frenzied customers were taking package whisky foreign-made cordials that even Durkin could not tell for what they were good.

"Do these people really want prohibition? They are not the remainder of the booze-fighting people, because most of them I have never seen before. Perhaps they want to have it said that they were the last who bought liquor at the last day of Durkin's. Humanity is a strange combination."

The new era was reported as front page news by *The Spokesman-Review* on January 2, 1916. **"Highball Thirsts Quenched With Grape And Near Beer. About 30 of Former Saloons Open for Business Under New Rule."**

About 30 of Spokane's 153 saloons that closed midnight December 31 reopened yesterday morning as soft drink establishments, with the above mentioned drinks the favorites. Many more are planning to reopen at an early date. The crowds in the Main and Trent avenue resorts were about the usual number.

The Spokesman-Review would announce on January 9, 1916 on the Part 5 banner (and photos) **"SPOKANE BARS ONCE CONSECRATED TO WHISKY STRAIGHT NOW SPORT NO BEVERAGE MORE POTENT THAN BEER'S HARMLESS FIRST COUSIN"**

"What is more virtuous than a soft drink saloon? Nothing."

The Unnatural Calm Of The New Barrooms

There is an atmosphere of sudden sanctity about the saloons. The doubtful harmony of somewhat confused vocal efforts no longer rebounds from the big mirror behind the bar, the loud voice of argument is silent, the gentle thud of the bungstarter impinging upon the cranium of the obstreperous patron is not heard in our midst. The thirsty customers of the removed alcohol parlors—and the customers are by no means few—stand about in diffident attitudes strangely low-voiced and discreet. They do not any longer employ strange and sulphurous oaths. They do not even spit upon the floor, as was once their wont. They do not pounce upon one another in mortal combat. They drink their near-beer and they call for their calm nectar and depart in peace.

The transition, however, is not as shocking to the man who has lived continually in Spokane for the last 15 years as it would be to some Rip Van Winkle returning hither for the first time since 1900. Those who have been here all the time have seen the saloon go through a gradual process of evolution from the time when

everything went until the present dry era and have observed that it was a process of steady restriction that made the saloons more and more orderly and unexciting right up to the ultimate change that took place January 1.

Once There Were No Rules At All.

Fifteen years ago the local restrictions on saloons were hardly worth mentioning. As long as a saloon did not stage too many homicides in a short space of time it could operate unmolested. Then, about the time gambling became a felony, successive city administrations began to make rules governing the conduct of drinking places. They make the close at 2 in the morning, and there were prolonged searches for keys that had never before been used. Then the curtained wineroms and the "ladies' entrances" went, and the electric pianos and some of the slot machines. High license came along and the number of saloon dwindled. Sunday closing became effective and airtight—after some resistance. ... [and more.]

"Converted Saloon as Popular as in Old Days" (photo caption)
reported *The Spokesman-Review* on February 6, 1916 in a recap of life for the old saloons after the advent of prohibition.

Probably no gathering place for men since the prohibition law became effective has drawn better than the former Durkin's No. 3 saloon, W415 Main avenue, now being operated by A.S. Nichols as a pool hall and soft drink dispensary. From early morning until late at night the place is crowded, several hundred men being present at times.

Rotation pool is in play almost continuously at all the 17 tables and is so popular that natives of several European countries may be engaged in the same game. At the seven card tables, which are always crowded aft the lunch hour, freezeout poker is the favorite.

At the rear the horseshoe lunch counter is presided over by Harry Peck and Thomas Wirth, who sublease space from the owner. In the northwest corner, partitioned off with glass is the three-chair barber shop presided over by Howard Arnold. Across the room in a large bar, where the near-beer and other soft drinks, candies, tobacco and cigars are sold.

A *Spokesman-Review* reporter sat in a card game with a number of woodsmen and discussed with them the prohibition question. They unanimously declared they had more money and were able to stay

in town longer this winter than any time for the seven or eight years. One also said this was the first time he ever came to Spokane to rest for the winter by what he had been "bummed" for money. They players were all lumberjacks from the Newport and Priest River districts. It seems that men working the nearby camps will hang together even when out of work. Their clothing was neat and their hair and beards well kept.

"Any time people start to say that Spokane is going to suffer because the lumberjacks and miners go to wet towns," said one, "just put him down as talking through his hat. Probably we drank because there was nothing else to do. Now that the liquor is gone we are finding other ways to amuse ourselves without sapping our strength and hurting our bodies. Take 99 out of every 100 men who come to here and if they'll tell you the truth they will say they are glad prohibition has come." ...

"We have been crowded since the opening," said Mr. Nichols, the proprietor. "This location has lost none of its popularity because the state has gone dry and I know our patrons are better satisfied than before."

"It beats the Dutch the candy and cider trade we have. Men who used to buy nothing but liquor have told me many mornings they were thankful they did not have a big head, as was their wont on former occasions. Between 7 and 10 p.m. each night we have from 200 to 400 men here and not complaining at bit."

On April 9, 1916, Newton J. Colver of *The Spokesman Review* in Part 5, devoted a full page to explore the lives of the saloons post-prohibition—the transition from saloon to non-alcoholic shops. **"Sober Tradesman Woos Dollars Today Where John Barleycorn Greeted the Carefree Spender of Yesterday"**

Photo caption on Page 1 – "A billiard and pool room occupies the Main avenue saloon of Jimmie Durkin" and another photo: "Jimmie Durkin's famous Sprague-Wall corner is occupied by the Metzger market." The photos of ten of Spokane's former saloons were featured on the full page devoted to the post-prohibition change.

Where John Barleycorn greeted comrades of old and wooed laughter and song from wastrels of cheer, now the sober tradesman plies his art. The saloon is gone and business still proceeds. The cash registers still ring, although the mahogany bar and the brass rail have departed. The camera tells its story. ... The group above, now modestly offering the plainer necessities of life,

represents the most famous of Spokane's old time saloons in their new prohibition garb.

Gaudy Whisky Placards Gone

Two of Jimmie Durkin's old-time places appear above. Over on the left in the third row down, is the Sprague Avenue store, often gaudily clothed in Jimmie's whisky and beer ads. Not a square foot of wall ever went to waste on Jimmy's [sic] fronts and the glaze windows carried all that could be crossed on with hiding the goods on display in the window shelves within. Who does not remember the unique wrapping paper signs Jimmie wrote with his own hand and placarded, appealing by their very eccentricity to the passerby.

...

This Place Still "Poor Man's Club"

In the upper right-hand corner is the Main avenue store of Durkin's that has given place to a pocket billiard room and that is still thronged day and night. This place presented on of the most exciting of the last night scenes, December 31, 1915, when rare old goods were auctioned off and boxes were parked in front of glass backbar mirrors for protections sake. This room was often referred to in the saloon days as "The poor man's club," from the calling of his trade, largely lumberjacks and laboring men. It has not lost the reputation with the passing of booze. The same element still crowd its floors. Where once they hoisted foaming mugs, now they are leveling over pocket billiard tables or watching others of greater skill in the popular indoor pastime."

The Spokesman-Review on March 11, 1917 (p M2/1-3) would update the community on Jimmie's post-saloon life: **"Bereft of His Saloons, Jimmie Durkin Now Seeks Solace in Books."**

JIMMIE DURKIN has gone in for books. Having been retired from public life by an unfeeling Washington electorate, the ex-saloon man, friend of Billy Sunday, and one time gubernatorial candidate (the order of these considerations has been carefully weighted), now holds daily communion with Carlyle of Chaucer, or Herbert Spencer or Browning, or Dr. Samuel Johnson, or Bacon, or Darwin or Huxley in a home library to which it is claimed Spokane affords no equal.

A photo captioned "JIMMIE" reports **"He still wears the flaunting red necktie and he still "cuts" cigars"**

The Spokesman-Review reported on March 13, 1917 the leasing of the former Durkin Warehouse. **"BIG CORPORATION CHOOSES SPOKANE." Nelson Plumbing Co. Leases Durkin Liquor Warehouse.** "The former Durkin liquor warehouse on the north side of Railroad avenue between Howard and Stevens streets was leased yesterday. The building is four stories high with basement and represents 82,000 square feet of floor space."

Jimmie would remain in the Spokane business scene by partnering with Bill and Harry Ulrich in founding a café/restaurant/billiards parlor, and soft drinks business in his building and former saloon at 415 West Main.

Jimmie's Death

The Spokesman-Review edition of July 11, 1934 (p4/c1) announced: **"Jimmie"**

"When "Jimmie" Durkin died, something more than "Jimmie" Durkin said goodbye. It was as though the spirit of old Spokane went wandering away with him—the old Spokane that gloried in adventure, that was a little wild and a little scornful of the conventions that came creeping in from "The east," to make over the old free ways of the frontier. For "Jimmie" Durkin was a man in a million, and not quite to be matched in a second million or more. He had, for foundations, the Irish geniality and the Irish wit: and with that a quaint philosophy of life that made him more a character, we have thought, than the celebrated Mr. Dooley of Finley Peter Dunne, and a finer personage withal with a loftier philosophy and drollery more refined.

"Jimmie" Durkin was genuine through and through; what he was with no pretense or apologies. And a great scholar, be it recorded, with that deeper knowledge that often comes with education that is self-acquired and grubbed out by the roots.

Spokane will miss "Jimmie" Durkin; and hearts of old-timers of the broad region that knew his fame are sad today, and saying it with tears."

Page 1 of the July 10th edition of *The Spokesman-Review* announced: **"Jimmie Durkin Death's Victim"** (p1/c3)

"Asks That Body Be Incinerated and Buried 'Neath Monument He Built Years Ago"

"Jimmie Durkin, pioneer liquor dealer and philosopher of the Inland Empire and Spokane of the last 50 years, died at Sacred Heart hospital at 5:30 o'clock yesterday afternoon."

He Wished No Flowers.

He told his family: "Lots of people die. I am just one. I do not wish the affairs of Durkin interrupted while my last rites are being cared for. I want none of my friends to lose time from their business because of me. I wish no flowers for my funeral. I am of no religious cult. I wish my body to be incinerated and buried in the plot I bought so many years ago in Greenwood, whereon I erected my monument with these words:

"James Durkin, Born 1956. Died July 9, 1934 (If I die tomorrow.)

The minister said: "He was a man of his word."

The article goes on to tell Durkin's history from England to Spokane in 12 column inches.

The Spokesman-Review would report "**Jimmie Durkin Estate \$162,930**" in its August 17, 1934 edition. The article itemizes his estate: "The biggest single item in the personal property is a half interest in the business of Durkin & Ulrich on Main avenue. This interest is valued at \$25,000."

Even The WPA Guide to Washington State wrote a paragraph about Jimmie. (Federal Writers Project. 1941. p251).

One of the best-known and most popular characters of this lusty period was Jimmy [sic] Durkin, whose bars, as even his critics conceded, were as unobjectionable as bars can be. Everyone knows and likes this genial, kindly saloonkeeper, who boasted that he would cash any check offered to him. He had advertisements to that effect painted on roadside rocks, until a miner brought in a rock one day and asked: "See anything peculiar about that rock Jimmy?" [sic] – "No. I can't say I do," answered Durkin. – "Well," said the miner, "I found that rock 4,000 feet below the surface and it's the only one in this part of the country without your name on it." When denounced by a crusading minister, Durkin promptly offered window space for an antisaloon display. The display only served to attract larger crowds, and the minister admitted defeat in a comment which Durkin had inscribed on his tombstone (ordered some 30 years before his death in 1934): "The minister said, a man of his word."

William P. Ulrich. William Ulrich's death notice was published in the *Spokane Daily Chronicle* on November 8, 1957.

Passed away on November 7 [1957] at his home, 603 Waverly place. Husband of Belle M. Ulrich, at the home: brother of Harry Ulrich, Spokane; numerous nieces and nephews. He was a member of the Central Christian church; life member of Spokane Moose lodge No. 161; Legion of Moose No. 165; Neighbors of Woodcraft, Spokane lodge No. 228; BPOE, Spokane aerie No. 2; FOE; Tyrian lodge No. 96; F&AM; Loyalty Chapter no 210; OES; Spokane consistory, El Katif shrine; honorary life member of the Associated Professional Ball Players; Spokane Police Beneficial Association. A resident of Spokane 53 years. ...

Melvin Dutich

The Spokesman-Review published the death notice of "**Melvin Dutich**" (1890 to 1979) in the 10/5/1979 edition. Melvin was the son of Moshe Taitch and Ida Taitch [and had immigrated from Russia], wife Anna. "Funeral for Melvin Dutich, 89, retired Spokane pawnbroker who founded Dutich Jewelry and Loan in 1915, will be at 11 a.m. today at Smith Funeral home. Mr. Dutich died Tuesday in Santa Monica, Calif., where he had lived the last 10 years." Mt. Nebo Cemetery has grave at 9/8/1890 to 10/2/1979. His wife Anna died in 1970. Daughter Pearl Dutich was born 1923 in Spokane and married to Robert Singer.

Robert Singer and Pearl Singer

Robert "Bob" Singer, 78, born in Pittsburgh, Mr. Singer died Tuesday January 6,

1998. (S-R – 1/8/1998) He served in the 851st Aviation Engineers Regiment during World War II. Mr. Singer moved to Spokane in 1947 and became a partner and then owner of Dutch's Inc., a pawnshop. He was a longtime shammes of Mount Nebo Cemetery, member of Keneseth Israel Synagogue, Temple Beth Shalom, the Elks Club and B'nai B'rith and was a Hadassah associate. Mr. Singer was a volunteer for KPBX Public Radio and the Ronald McDonald House. He was also a longtime fund-raiser and active supporter of the Spokane Food Bank and also spent time performing mitzvot for those less fortunate. Survivors include his wife of 54 years, Pearl; three sons, Gary and Richard Singer, both of Spokane, and Allen Singer of Orinda, Calif.; and five grandchildren. (Mount Nebo Cemetery: 11/21/1919-1/6/1998).

Pearl Singer, daughter of Melvin Dutich, passed away September 15 1999. (S-R - 9/17/1999) Mrs. Singer was born in Spokane in 1920.

She volunteered with the Victim-Witness Office, Spokane Food Bank, Ronald McDonald House, Project Joy, Spokane Public Radio, B'nai B'rith Dolls of Democracy Program and the Holmes School Reading Program. In 1998, Mrs. Singer and her husband received the J.C. Penney Golden Rule Award for community service. She was a member of Temple Beth Shalom, B'nai B'rith Women, Hadassah, and Kenesseth Isreal Synagogue, where she also was secretary. Her husband Robet Singer, died in 1998. Mrs. Singer is survived by three sons, Gary and Rick Singer, both of Spokane, and Allen Singer of Orinda, Calif.; and five grandchildren.

(Mount Nebo Cemetery: 7/7/1920-9/15/1999).

Gary Singer

"Gary David Singer Obituary" – 2/17/2013 (on-line)

SINGER, Gary David Born in Chicago 10/5/46 Died in Spokane 2/15/13 Gary was the proud owner of Dutch's Musical Instruments started in 1915 by his Grandfather. Gary was a member and former President of Temple Beth Shalom, a current board member and Past President of 2nd Harvest Food Bank, an avid supporter and Past Board Member of Spokane Public Radio. He was a Silver Life Master Bridge Player. Gary Singer was a graduate of Lewis and Clark HS, Bachelor of Science in Economics from UC Berkley and Masters in Economics from University of Oregon. Gary leaves behind his wife of 45 years, Mary Singer, and his three children, Rachel Singer Gordon (Todd) of Chicago, Dr. Joel Singer (Melissa) of Santa Clara, CA, Captain Daniel Singer (US Army), brothers Allen Singer of Moraga, CA, and Rick Singer of Spokane. He also leaves four grandchildren Jacob and Samuel Gordon, and Benjamin and Eliza Singer. The most important things in life to

Gary were his loving family and his Judaism. He will be greatly missed. Funeral services site has changed to Heritage Funeral Home, 508 N Government Way, Tuesday, Feb. 19 at 1:00pm, followed by graveside services at Mt. Nebo. ...

Doug Clark wrote about Gary Singer after his death on February 1, 2013.

"Clark: Dutch's pawnshop will close, but Gary Singer will live on." (online version)

Gary Singer's crazy sign still draws double-takes and belly laughs from those who pass the storefront at 415 W. Main Ave.

Surly staff.
Poor selection.
High prices.
Terrible quality.

But these days some new signs are causing an even bigger stir. Taped to the front windows, the small signs declare a shocking message in scarlet: "Closeout Sale."

There's no getting around it. What many of us hoped wouldn't happen is slowly and irrevocably coming to pass. By October's end, Dutch's Inc., Spokane's landmark downtown pawnshop and music store, will be history. There had been talk of keeping the business going after Singer's sudden death at home last February at age 66. But Singer's wife, Mary, explained that her husband was already planning to retire sometime next year and close the business that was started by his grandfather in 1915.

On February 15, 2013, Tom Sowa, of *The Spokesman-Review* would write: **"Singer, owner of pawn and music shop Dutch's, dies"** (online)

Gary Singer, owner and operator of downtown musical instruments store Dutch's Inc., died early this morning. He was 66.

Singer joined the family-run pawnshop and musical instrument store in 1971. He left graduate school to help his father, Bob Singer, run the business but eventually earned a master's degree in economics from the University of Oregon.

He was the third generation of family members to run Dutch's Inc., which has been in business for 98 years.

His grandfather, Melvin Duitch, opened the first location on

Trent Avenue.

Dutch later moved the store – named Dutch's to simplify the pronunciation – to 415 W. Main Ave. Gary Singer took over the business when his father retired in the 1980s. Singer was found dead Friday morning in his home. Singer's younger brother, Rick, said the family doesn't know the cause and Gary Singer had not reported having any medical problems. [Note: the store was moved by Robert and Pearl Singer, and Gary Singer ca. 1985, Dutch had passed away in 1979.]

Singer was a longtime supporter of the Spokane Food Bank, which later became Second Harvest Food Bank. He served on the nonprofit's board and worked to raise community awareness about hunger.

Single Room Occupancy Hotel

Dutch's (Jimmie Durkin Building) is also significant under category C as a Single Room Occupancy Hotel (SRO). According to the multiple property National Register Nomination "Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910," SROs represent a type of construction executed during a specific time period within, for the most part, a well-defined section of the city.

The preponderance of SROs were built in the CBD, defined approximately as lying between Division and Cedar streets on the east and west, respectively, and 3rd Avenue on the south and the Spokane River on the north. ...

Single occupancy hotels can be defined as unreinforced masonry structures of two or more stories, with commercial bays on the ground or street level, and the upper floor consisting primarily of single rooms without baths, with a limited number of rooms with baths. Some SROs had no rooms with baths, but all were equipped with at least one common bath (toilets and tub) on each floor. Some rooms had sinks, but not all. Hinged glass transoms above doors helped provide ventilation. Skylights and light wells lit interior rooms and occasionally hallways on upper level floors. A stairwell in front usually led to a lobby or managers desk on the second floor, although some lobbies and desks were on the ground level. Secondary stairways usually existed in the central or rear portions of the buildings, with fire escapes exiting rear hall windows. ...

All, or nearly all, single room occupancy hotels contained

commercial and retail space in street-level bays. While some business leasing space in SROs dealt in goods and service unrelated to working class needs, most appear to have catered to the clientele housed in those buildings. Clusters of SROs, such as along West First Avenue, provided a market base for such enterprises as cafes, restaurants, barbers shops, beauty salons, hardware and grocery stores, and the inevitable bars and taverns. (Holstine, 1993)

While Jimmie Durkin and the Ulrich brothers operated saloons, pool halls, restaurants, and bars on the ground floor, the second and third floors catered to the itinerant worker, typically wintering from the woods or the fields in Spokane. They were conveniently located above, at least until prohibition, a place where liquor was plentiful. Approached from the corner door by a straight run of wooden steps, and the 28 (or so) rooms for rent occupied the second and third floors. A small reception lobby, single occupancy rooms, and a toilet/bath room down the hall, were characteristics of the SRO as defined in the National Register Multiple Property nomination. Over the years, the names changed, but rooms were offered until ca. 1947. The Malmo Hotel was the first, operating until 1923, followed in the remainder of the 1920s through 1936 by the Meyer Hotel, and to 1947, by the Sterling Hotel. After the closure of the Sterling, uses were limited to the second floor as offices and presently, the Rick Singer photographic studio.

Pawn Shops in Downtown Spokane

The following articles discuss the business of pawnbrokers in downtown Spokane as sort of the end of an era. With the closure of Dutch's on Main Avenue and RE Loans on Riverside Avenue, Millman's is the only operating pawnshop in downtown Spokane in 2015. Main Avenue had historically been the center of the pawnbroker business in downtown Spokane—Main Avenue-Washington Street was the center of activity. The number of pawn businesses over the years between 1900 and 2000 ranged between six and ten, with a spike of thirteen in 1910. In 1910, for example of the thirteen pawnshops listed in Polk, four were on Main and two each on Washington and Stevens. The grouping of 300, 400, and 500 blocks of West Main, Trent, and Riverside was the center of the pawn world. In 1920, for example, of six pawnshops, four were on Main, and three on the west 400 block—Uncle Oscar's at #411, Mark Soss at #417, and National Loan Office at 419½. In 1935 all eight of the pawnbrokers had Main Avenue addresses, and half those in the west 400 block. Abraham J. Huppin was at #310, M&H Loan Office at #411, Dutch Loan Office at #417, Victory Loan Office at #421, and Inland Loans at #431.

In 1967 (3/26), Jerry Wigen of *The Spokesman-Review* wrote about the change in the business climate for pawnshops in downtown Spokane: "**Oldtime Pawnshops Fading From Scene in Spokane.**"

The pawnshops that once did a thriving business on Trent are now boarded-up buildings. Some are gone forever, along with the tattoo parlors, the clip joints and the houses of ill-repute. Others have moved to Main Avenue. Most of them aren't the same. Only one has the traditional three-ball symbol above the door."

"Boisterous Crowd Gone"

Where once they catered to drinking, boisterous lumberjacks and miners, today their clientele, to use the words of one broker is "legitimate and respectable." Robert Singer, who operated Dutch Jewelry and Loans and contends that his shop is the oldest in Spokane, said most of those who come into a pawnshop today are persons with good jobs.

"They run short of money and need a few dollars to tide them over. Ninety per cent of them retrieve the item within 90 days," he said.

... The rates they charge are fixed by state law and even if they are slightly higher, no one complains because the broker is providing a service.

"Some of our customers can't get loans from banks or loan companies, because of bad credit or else they don't want to bother with all the red tape," one broker said.

Less than 10 a Day

Abe Huppin, owner of Huppin's Pawnbroker & Military Supplies, has been in the business since 1921. He specializes in camera and hi-fi equipment and says that his pawnshop business is a very small part of his overall business.

Huppin is one who believes that the banks and loan companies have made pawnshops almost obsolete. Once, he said, 50 to 75 persons a day would come in for loans. Now it is less than 10. He contends, however, that there is a need for the type of service the pawnbroker provides.

Aid in Recovering Property

... Henry Millman, Millman Jewelers & EZ Loans, has been in the business for 46 years. He is affectionately called the "mayor of Main Avenue." ... Millman recalls that years ago the lumberjacks used to steal shoes from sidewalk displays. The shoplifters who come into the store now steal everything, he said.

In September 1989, Barbara Dickson explained the role of pawnbrokers for the *Spokane Journal of Business*: **“Pawnbrokers even out customer’s cash flow.”**

“Gary Singer practices what a banker friend of his calls “asset-based financing.” Singer who owns Dutch’s Inc., a downtown Spokane pawnshop founded by his grandfather, Melvin Dutich, in 1915 (Dutich) dropped the “l” in the business’s name when no one pronounced the name correctly.

Singer says Dutch’s long history is typical of Spokane pawnshops. Sporting an economics degree from the University of California at Berkeley, Singer says the “collateral loan business” has been around “at least since the house of Medici” – a prominent Italian family in the 14th through the 16th centuries—and remains stable because it continues to meet a need.

“The pawnshop makes economic sense,” says Singer. “A wide variety of people across the economic spectrum whose incomes fluctuate use pawnshops to even out their cash flow.”

Singer, Rick and Carlin Taitch, the owners of Washington Jewelry & Loan formerly on Washington, around the corner) and Jeff Levitch, the owner of Evergreen Jewelry & Loan, Inc. say that the loans they make average \$50 to \$60.

The *Spokane Journal of Business* updated the pawnshop business in Spokane **“Soft Economy gives pawnshops bump”** on February 21 2008.

While the U.S. grapples with a shaky economy, many people here increasingly are turning to one of the oldest professions to fill some of their more humble financial needs. They’re putting up everyday items as collateral and obtaining short-term cash loans from pawnbrokers, who fill a niche for such customers.

You do see more people when the economy gets softer, says Gary Singer, third-generation owner of Dutch’s Inc., a pawn store at 415 W. Main in downtown Spokane. When times are really good, people don’t need loans as much.

Lending in the pawn business is countercyclical, says Singer, who expects business to pick up even more this year as talk of the slowing U.S. economy continues. ... Singer says his customers are more likely to need money for rent, car repairs, or necessities like coats for their children, than for mortgage payments.

Larry Karlson [Axels Pawnshop] says most pawn customers are working or in a seasonal layoff, and they have some assets, but not much credit. Though he says many now have debit cards, they don't have the bank balances to back them up.

We're a community bank. There's no question in my mind that we are important. We are a small community bank, says Mark Lax, president and owner of Pawn 1 Inc., a Spokane-based chain of a dozen pawn stores. ...

As much as pawnshop operators are small-time lenders, they also are, by necessity, salespeople, since the nature of their business results in an inventory of defaulted loans. ...

Karlson says the terms of pawn loans are strictly regulated by Washington state law, which defines the maximum allowed fees and interest and the minimum length of time for a loan. He says that on a \$100 loan, for example, there is a \$16 loan origination fee, and \$3 in interest accrues every 30 days, so at the end of 90 days, which is the minimum time a pawnshop must give a borrower to repay a loan, the total cost to the borrower for the loan would be \$25.

As a percentage rate its high, but as a dollar amount it's not that high, Karlson says. If the loan isn't paid off, the item becomes the property of the pawnshop, which puts the item up for sale. Collateral for such loans comes in all shapes and sizes, from musical instruments to moose antlers. If it doesn't eat and you can fit it through the door, you can pawn it, but only if the shop operator believes he could sell it if he had to, Singer says. It gets down to the very basics of what something's worth, says Singer. It's hard to make a loan on sentiment. ...

The more money a paw shop loans, the less likely a customer is to default on a loan, Karlson says. He says his customers most often reclaim their assets within the 90-day term of a loan. He says the default rate on pawned items is about 15 percent, with up to half of customers failing to reclaim collateral from smaller loans of say, \$10. On loans of \$100 or more, however, the default rate is only about 5 percent. Craudell says he anticipates about a 40 percent default rate on the 40 to 80 loans that the Double Eagle store he manages makes each day. Singer says 85 percent to 90 percent of the items pawned at his shop get reclaimed. ...

Despite the important service pawnbrokers claim they provide to

working people who often can't secure credit in more traditional ways, the trade struggles with unfavorable public perceptions. Yet, store operators here contend the pawn business is the most-regulated type of business in the state. ...

Despite the heavy regulation, Spokane has a lot of pawn stores per capita, Karlson says. He estimates there are about 25 pawnbrokers in the Spokane area and says about as many pawn shops operate in downtown Spokane as in far bigger downtown Seattle.

Of the pawn stores here, most are small, family-owned businesses, Karlson says. That's how the Pawn 1 chain began 30 years ago, Lax says. Singer's family has operated Dutch's since 1915, and Larry Karlson started Axels with a third brother and his father in 1990. Double Eagle is a family-owned business also. ...

It's competition, says Singer, but he asserts that pawnshops make straightforward loans that don't damage the borrowers ability to get cash in the future even if they don't repay the loans. He contends that payday-loan establishments are less likely to offer another loan to someone who defaults, whereas if his customers don't reclaim items against which he has loaned them money, because he can sell their collateral, he can still offer them loans later. ...

For most pawn stores, the sales side of the business is as important as the loan side and generates similar revenues. In Dutch's, for example, the blue neon sales sign is hung right next to the red neon loans sign. ... Singer says more than half of his business comes from repeat customers. You see the same people with the same items, he says. Singer's store has emphasized music and has an instrument repair shop on site. He says it has gravitated toward that inventory emphasis because many musicians are strapped for cash at one time or another. ...

On December 9, 2013, Jessie Tinsley would write for *The Spokesman-Review*, **Then and Now photos: Pawn shops on Spokane's West Main Avenue.**

In the 1962 photo below, a sign on the left reads "E-Z Loans." The building was occupied by Millman Jewelers and E-Z Loan, a shop started by Henry and Sadie Millman in 1929, next door to the store's current location at 407 W. Main Ave. in Spokane. Henry Millman was born in Romania in 1900 and came to America at age 5. He became a skilled watchmaker and jeweler, and operated his store for almost 45 years. At one time, it sat next to Dutch's, in the old Ulrich's Cafe, and Huppin's, both of which operated as pawn

shops at one time. This year, Huppin's consolidated its audio, video and photography showroom to its North Division Street location, and Dutch's went out of business following the death of owner Gary Singer, leaving Millman E-Z Loan as the last pawn shop on the block. All three businesses were owned by members of prominent Jewish families from the Spokane area. Annette Silver, who was once married to a grandson of the Millmans, has been running the Millman shop for the last 32 years. She uses Henry's watch repair cabinet as a shelf. She hopes the two empty buildings next door find tenants soon. "This whole block looks so dark. I miss the foot traffic from those places and I sure miss those guys over there" at Dutch's, she said. "They're a good bunch of guys." Henry Millman died in 1974, followed by Sadie in 1975.

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Spokane City Official Gazette. City Council 7/2/1920. Granted Approval for license for Pawnbroker to Mark Soss.

The Spokane Daily Chronicle. "Spokane Banks Made Most Gain." 2/2/1917. p8c3.

--. "Jimmie Durkin, Philosopher and Saloon Man, Quits with Million. 12/31/1915. p5/c3-4.

--. Rosy Future Seen for Local Business. 2/8/1917. p12c1.

--. "Two Millions And Half For New Buildings Here." 3/6/1917. p2c1-3.

--. "Vines That Winter Won't Blight Adorn Ulrich Parlors." 7/19/1941.

--. "Suit is Filed to Clear Title." 2/13/1946. p5c2.

--. "Death ... Ulrich, William P." 11/8/1957. p14c6.

--. "Echoes of a Bygone Spokane." 1/14/1975. (clipping file Spokane Public Library, NW Room)

--. "Pearl Singer." (Obituaries) 9/17/1999. pD5/c1.

The Spokesman-Review.

--. "Declaration of Jimmie Durkin Candidate for Governor on the Democratic Ticket." (Advertisement) 8/16/1908. p7.

--. "Jimmie Durkin: Ghoul! Hyena! 8/31/1908. p1c6.

--. "Crowd Storm Saloons For Last Drink—Supply Fails As Dry Era Dawns." 1/1/1916. p1.

--. "Bars Sell Their Stocks Closely." 1/1/1916. p5/c1.

--. "Bargain Rush at Liquor Stores." 1/1/1916. p6/c7.

--. "Converted Saloon as Popular as in Old Days" (photo caption). 2/6/1916. p8.

--. Colver, J. Newton. "Bereft of His Saloons, Jimmie Durkin Now Seeks Solace in Books. 3/11/1917.

--. "Big Corporation Chooses Spokane." 3/13/1917. p1/c5.

--. "Jimmie Durkin Buys Dry Bar." 2/1920.

--. "Merchant Hangs Self." 5/23/1929. p6

--. "Jimmie Durkin Death's Victim." 7/10/1934. p1/c3

--. "Jimmie Durkin." (Opinion column) 7/11/1934. p4/c1.

--. "Jimmie Durkin Estate \$100,000." 7/13/1934. p1c3.

--. "Jimmie Durkin Estate \$162,930." 8/17/1934. p1c2.

--. Wigen, Jerry. "Oldtime Pawnshops Fading From Scene in Spokane." 3/26/1967. p6. (Spokane Public Library, NW Room Clipping file).

- . Bill Bighaus. "Spokane's Pawn Shop Business Prospering." The Falls, p 3. 11/14/1975.
- . "Melvin Dutich. (Death Notice) 10/5/1979. p14/c6.
- . "Robert Singer." (Obituaries). 1/8/1998. (online).
- . "Pearl Singer." Obituaries). 9/17/1999.
- . Tinsley, Jesse. "Dawn of pawn now long gone." 9/12/2013 p A5. .
- . "Gary David Singer Obituary." 2/17/2013. (online).
- . Clark, Doug. "Clark: Dutch's pawnshop will close, but Gary Singer will live on." 8/1/2013. (online).
- . Sowa, Tom. "Singer, owner of pawn and music shop Dutch's, dies." 2/15/2013. (online).

U.S. Census of Population 1940. "Mark Soss," "Melvin Dutich."

MAPS, PHOTOS, NEWS ARTICLES



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

**415 WEST MAIN AVENUE
SITE LOCATION**

↑
N
1' = 2000'



Aerial Photo City of Spokane Website

**409 - 417 WEST MAIN AVENUE
AERIAL PHOTO-SITE LOCATION**

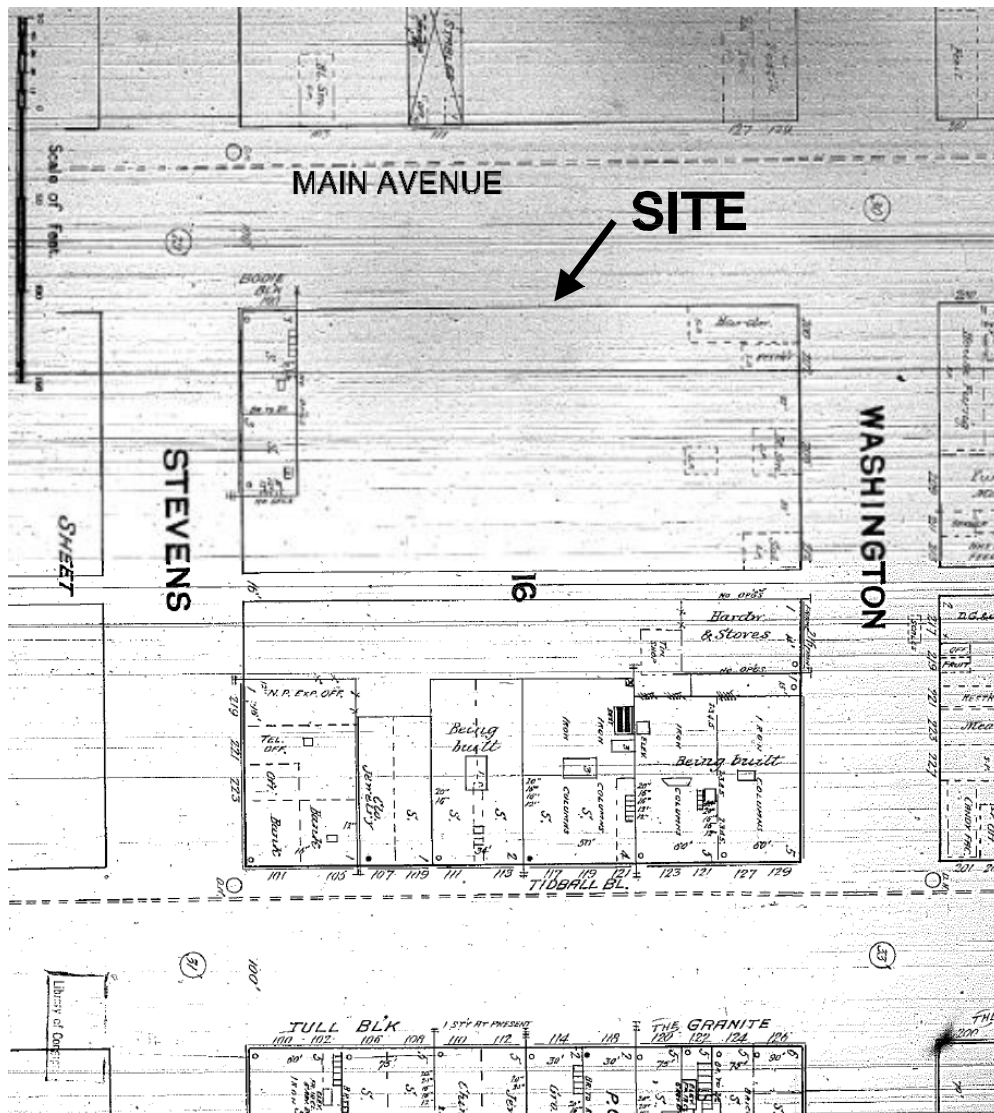
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N
1" = 100'



↑
N
1" = 100'



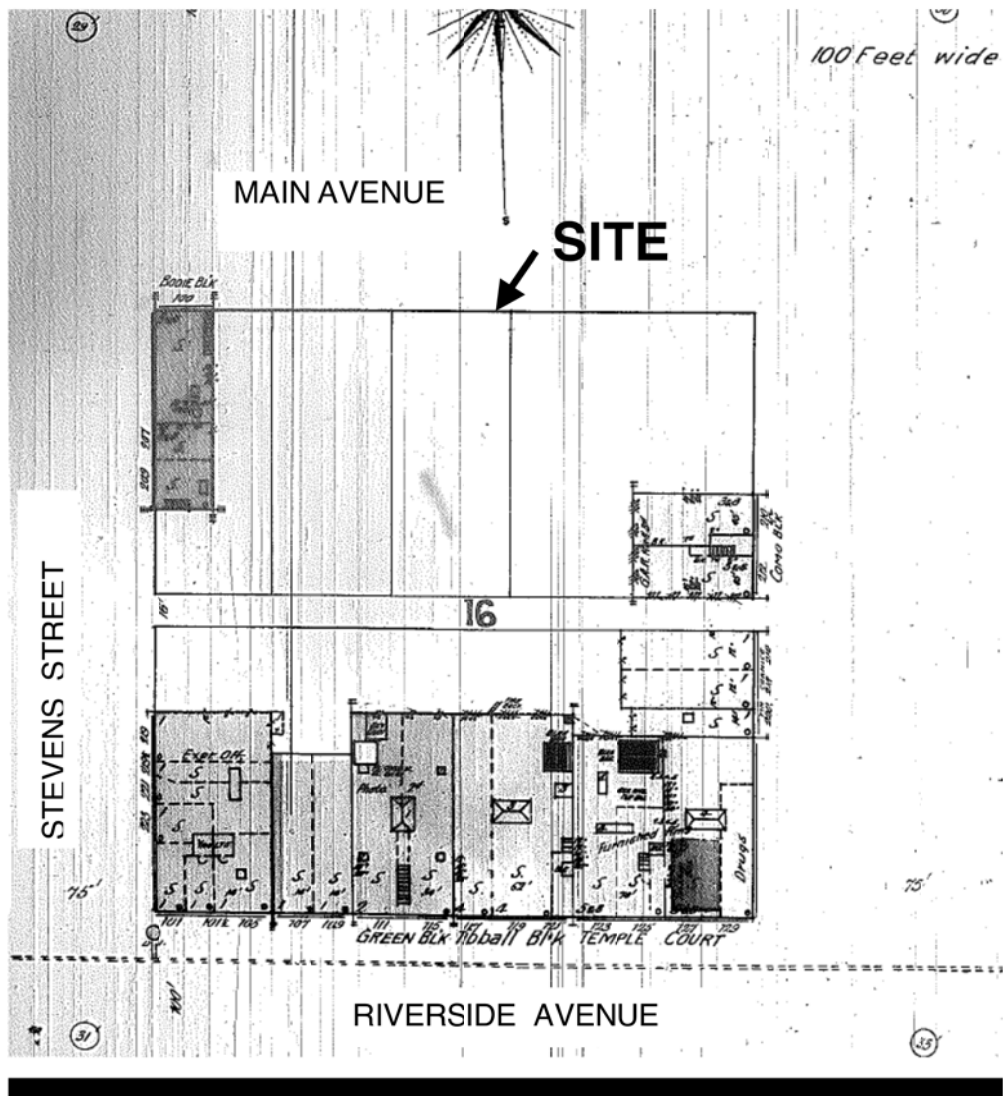
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N
1' = 100'



Sanborn Insurance Map - 1890 - page 4

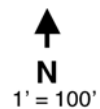
**409 - 417 WEST MAIN AVENUE
1890 SANBORN MAP**

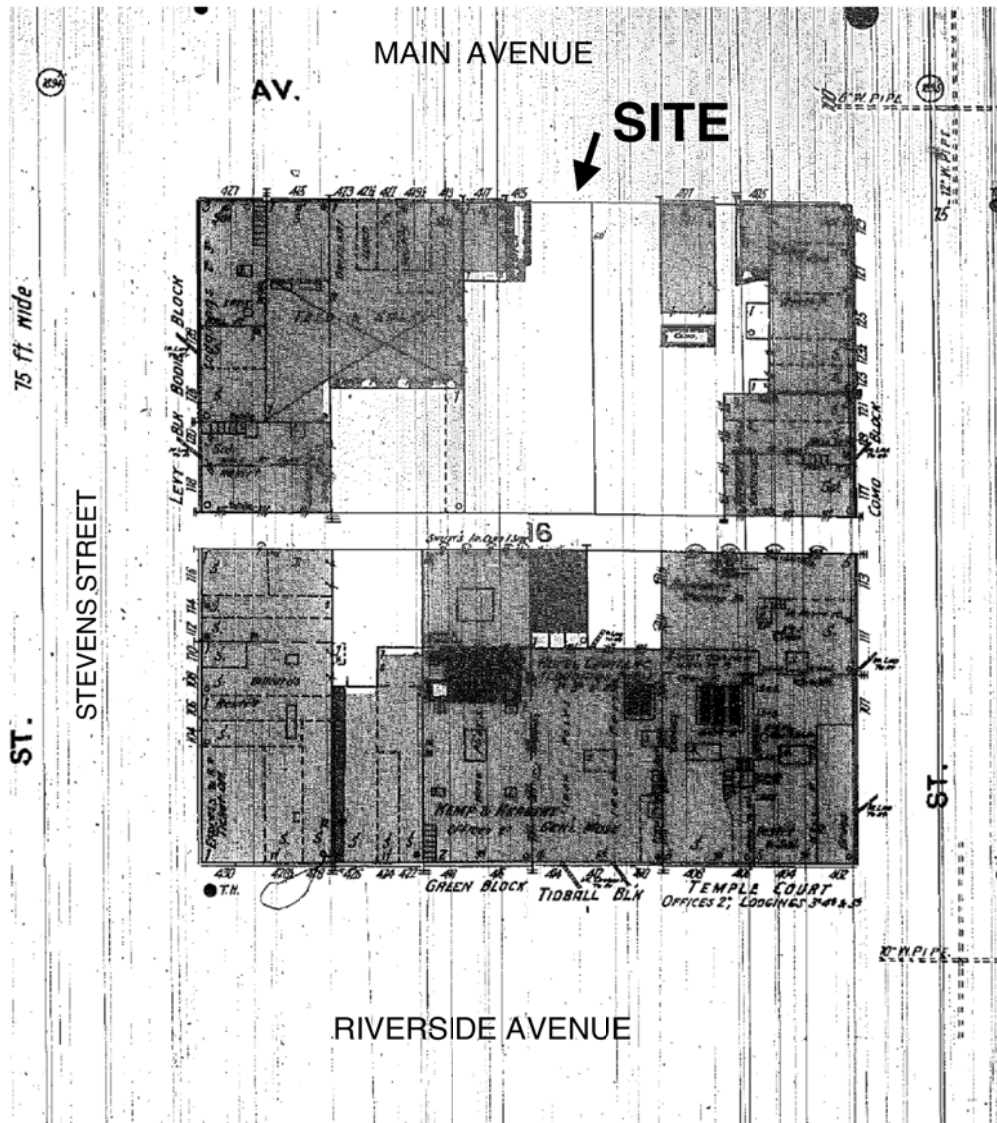
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N
1" = 100'



Sanborn Insurance Map – 1891 – page 5

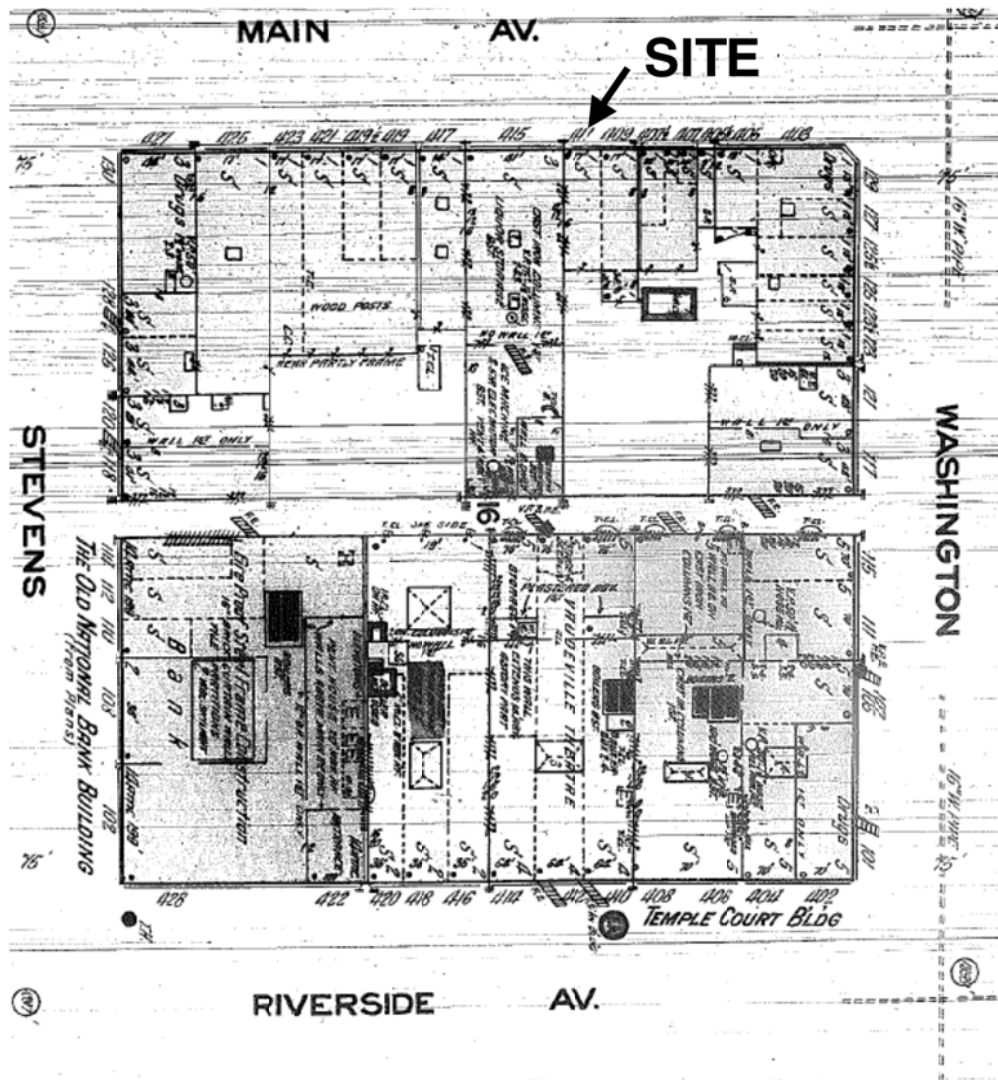
409 - 417 WEST MAIN AVENUE
1891 SANBORN MAP





Sanborn Insurance Map – 1902 – page 6

409 - 417 WEST MAIN AVENUE
1902 SANBORN MAP



Sanborn Insurance Map – 1910 – page 429

**409 - 417 WEST MAIN AVENUE
1910 SANBORN MAP**

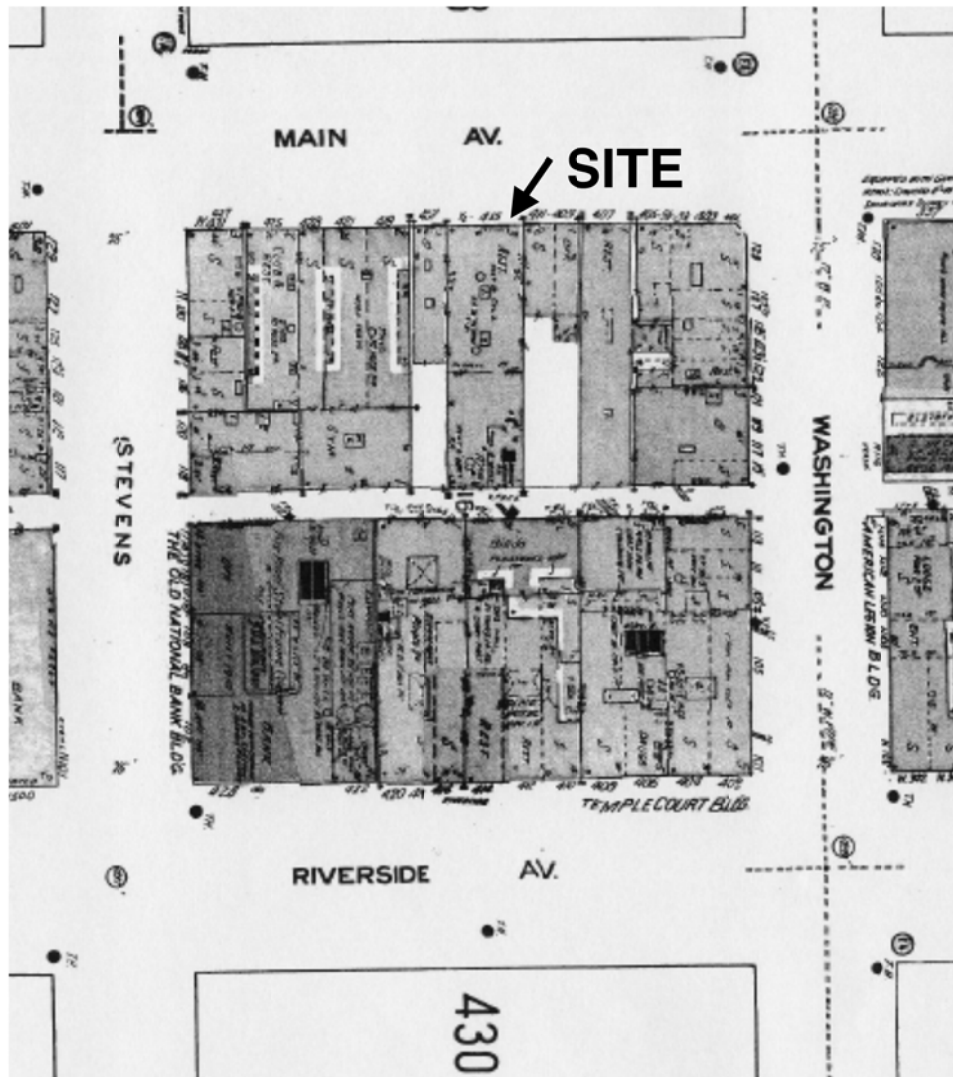
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N
1' = 100'



Sanborn Insurance Map – 1910 updated to 1928– page 428

**409 - 417 WEST MAIN AVENUE
1928 SANBORN MAP**

↑
N
1" = 100'



Sanborn Insurance Map – 1950 updated to 1952– page 429

**409 - 417 WEST MAIN AVENUE
1952 SANBORN MAP**

↑
N
1" = 100'



Photo 1 – Looking SW - Context Along West Main Avenue



Photo 2 – Looking SE - Context Along West Main Avenue

Before Photos



Photo 3 – Looking West at NE Corner of Dutch's



Photo 4 – Looking South at Front Façade of Dutch's
(Jimmie Durkin's Building on West Side)

Before Photos



Photo 1 – Looking SW - Context Along West Main Avenue



Photo 2 – Looking SE - Context Along West Main Avenue

After Photos



Photo 3 – Looking SW at Dutch's



Photo 4 – Looking South at Front Façade of Dutch's
(Jimmie Durkin's Building on West Side)

After Photos



Photo 1 - Looking North at Basement of Dutch's (Durkin's/Ulrich's)



Photo 2 – Looking North Up Stairs from Basement to 1st Floor

Before Photos



Photo 3 - Looking North Toward Main Entry Showing Bay #s 409, 411, 415

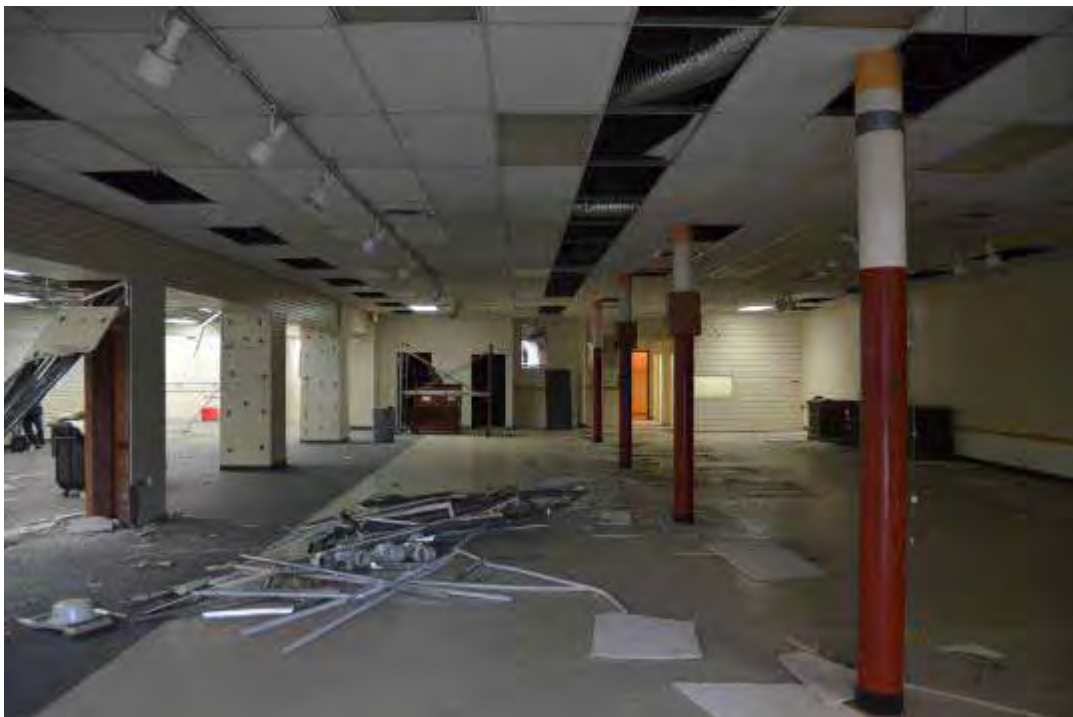


Photo 4 - Looking South from Main Entry (#415 - #s 411 & 409 to East)

Before Photos



Photo 5 - Looking SE from NW Corner Across Dutch's (# 409, 411, 415)



Photo 6 – Storage Room in South End of Building

Before Photos



Photo 1- Looking Up Stairs from 1st Floor Landing to 2nd Floor



Photo 2 - Looking East at Entry to Singer Studio on 2nd Floor

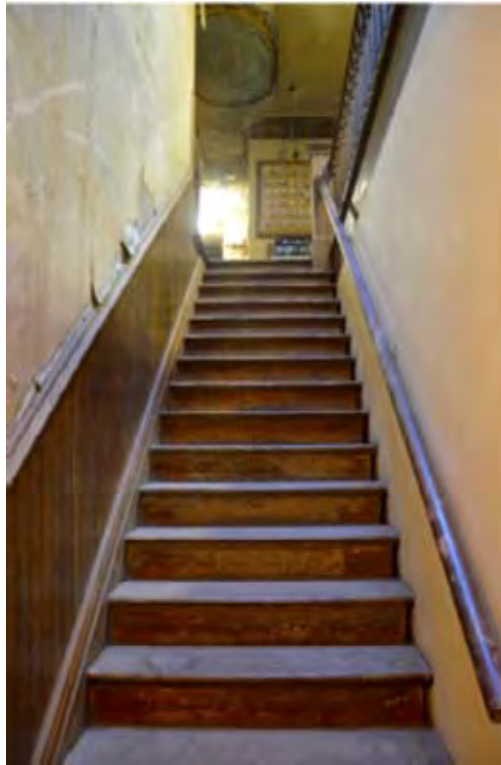


Photo 3 - Looking South up Stairs from 2nd to 3rd Floor



Photo 4 - Looking North on 3rd Floor Stairwell and Skylight

Existing Photos



Photo 5 - Looking North at Hallway to Hotel Rooms at North End



Photo 6 - Typical SRO Room

Existing Photo



Photo 1 - Looking South at Madeleine's (Original #409 West Main)

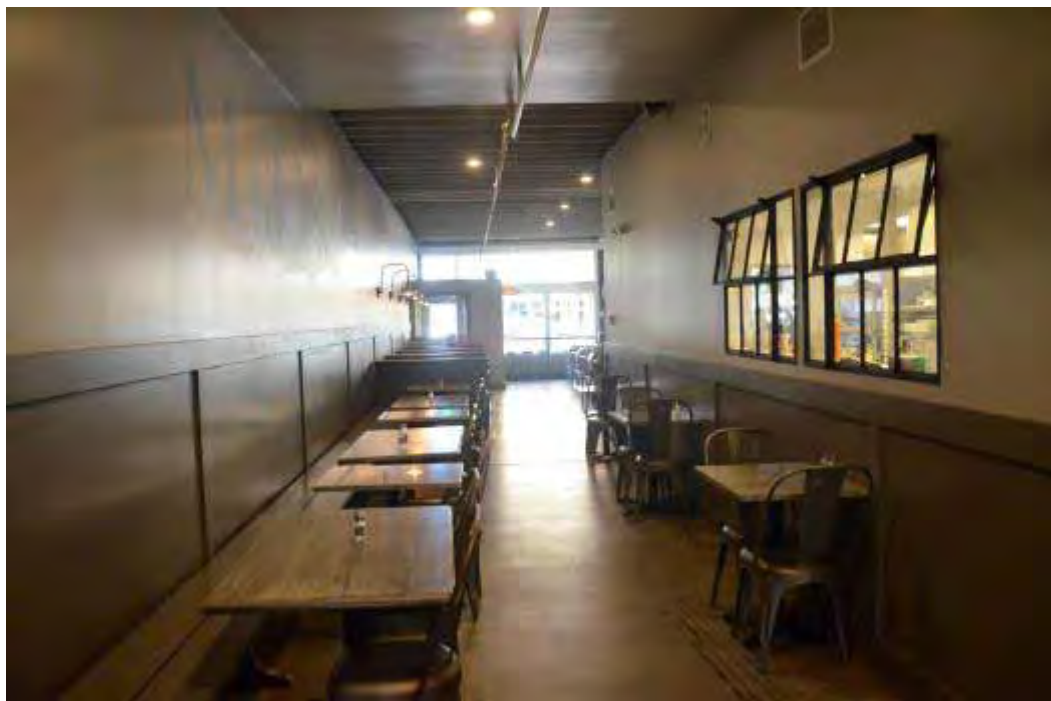


Photo 2 - Looking North at Madeleine's – Kitchen on East Side

After Photo

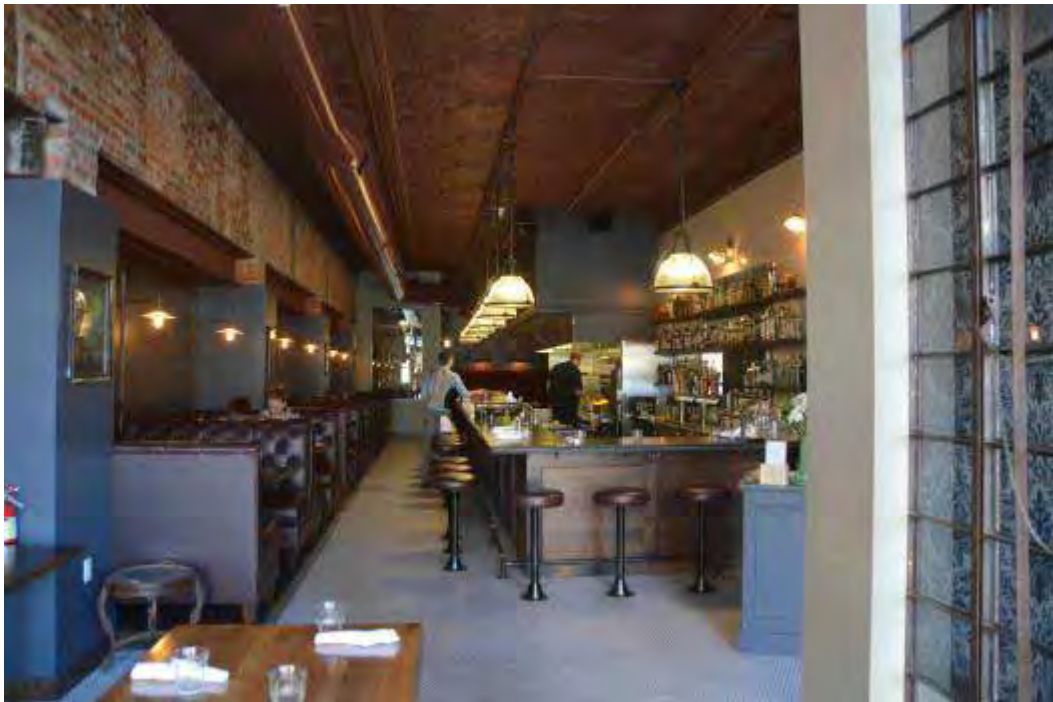


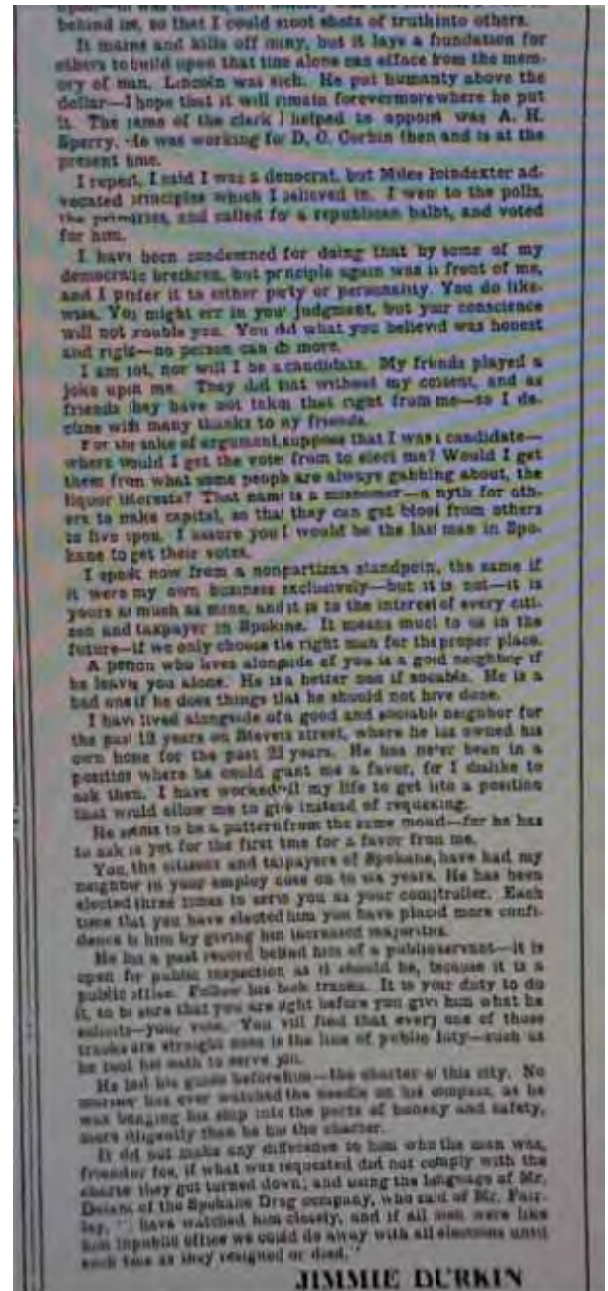
Photo 3 - Looking South Along Durkin's Bar & Booths (Original Tin Ceiling)



Photo 4 - Looking NW Across Durkin's Bar From Rear of Restaurant

After Photos





GENERAL ADVERTISING

DURKIN

Is the Trail Breaker

The Trail Maker in giving big values for your money.

Big Glass of Anheuser-Busch Beer for 5c

Imported Coburger Beer From Germany, 10c Glass

Whiskies Drawn Direct From the Barrel 10c a Drink.

Pure Wines 5c a Glass

Wines and Whiskies by the Bottle and Gallon a Specialty

3 STORES

121 Howard 415 Main
702 Sprague

"Durkin is the Trail Breaker"
The Spokesman-Review - 10/1/1911



Jim Durkin's saloon and working man's club on Main Avenue just west of Washington Street. Durkin had two other saloons, one at Sprague and Wall, the other on Howard between Main and Riverside.

113

Kalez, Jay. J. "jimmie durkin, man of his word." Saga of a western town...Spokane.
(Photo L86-116/CN ca. 1910)

SPOKANE DAILY CHRONICLE

JIMMIE DURKIN, PHILOSOPHER AND SALOON MAN, QUILTS WITH MILLION

For 18 years, from behind a little counter of polished oak in his saloon at Wall and Broadway, Jimmie Durkin has discussed philosophy and politics with his friends, cashed checks for all comers and managed the biggest individual business in the liquor business of the Inland Empire, which closes at midnight today.

In the 18 years since he came to Washington, he has run an original capital of \$2500 up to an amount that must be close to \$1,500,000. Once he has been a candidate for governor of his state. Now he closes his business probably forever, though he says, "I can't live without working at something." Whatever may be said of his business—now outlawed by a majority vote of the people of Washington—Spokane has had in Jimmie Durkin a character unique enough to win distinction far outside of its borders and one invaluable to a host of friends.

During 18 years he has been a saloonman, beginning in 1917 in New York city. In 1924 he jumped out of the daily struggle into Colville, where the Old Dominion mine was turning up its famous silver deposits and the story of his life since then, as he tells it, is a commentary on business success in an industry that many observers think will be extinct as the dodo in America inside of a decade or two.

"There were nine saloons doing in Colville," Durkin said, "when I got off the mine and started hunting a job. Nobody would hire me, but during the hunt the chance came to me to get a line on their business. I had \$2500, so I opened a place myself. In six weeks the big share of the business was coming in my place. Prices were high then, and freight was a cent a pound up from Spokane. My system has been the same everywhere, to cheapen transportation by shipping in larger units, and then reducing the price and increasing the quantity for consumers. When the panic of 1933 came along, I had made \$66,000 in Colville, but it all blew up at once. In the next five years some of it came back. In 1937, having really been in touch with Spokane affairs all of the time my business was in Colville, I moved up here.

Costs just \$25,000.

"This corner at Wall and Broadway cost me \$21,500 from the Hypotheekbank in 1937. As the business grew and the wholesale line developed, I bought the ground on Howard street in 1932 for \$45,000, and spent \$10,000 on the building. Another enlargement in 1934 resulted in the purchase of the Main avenue property, which cost me \$25,000, and \$10,000 more for building. In all of my time in business I don't believe any man ever spent \$70 in a day in one of my saloons. In all of the time my No. 1 bar has been going, I don't think champagne has been opened more than a half dozen times, and nobody has ever been allowed to practice 'baiting on the house' to help him drink his wages.

"My check-cashing has been done out of principle, and has been handled personally because there had to be something around here that I could fuss with personally. One tribute I can pay to the men of my organization. A couple of years ago two friends declined to, said they were going to Europe, and invited me to come along. They telephoned for tickets, I telephoned to the house to get a grip packed, and 23 minutes later I was out of the place, and in three hours I was on my way. For three months I was in Ireland, England and Scotland, and nobody knew at what silly to find me, but the business ran right along.

"We finish here now. Some day, it is my personal opinion, there will be a reversal of the prohibition policy. In any case, I and my organization alike will give the law the strictest obedience."

Stock Is Sold Out

Today the Durkin Liquor company is sold out, practically completely. How great a volume of business that has meant during the last month its owner himself will not know for several days. Running over the cost sheets of his wholesale house early this month, just before the prohibition decision came from the supreme court, Mr. Durkin showed \$114,000 in items of intoxicating liquors. This was the actual cost price to him of stock remaining on hand after a year of consistent cutting down of purchases from the outside. It did not include something like \$250,000 worth of whiskey aging in bonded warehouses in the east, represented by certificates he holds, nor did the figures include the complete stock of the company. Its normal retail selling price is twice as much as the figure given. Today it is almost exclusively in the hands of private citizens.

celebrate the passing of the old year and of the open season.

wife, H. L. Mulcahy and H. Mulcahy, St. Marice.



Jimmie Durkin.



Bereft of His Saloons, Jimmie Durkin Now Seeks Solace in Books

JIMMIE DURKIN has gone in for books. Having been retired from public life by an unfeeling Washington electorate, the ex-saloon man, friend of Billy Sunday and one time gubernatorial candidate (the order of these considerations has been carefully weighed), now finds daily communion with Carlyle, or Chaucer, or Herbert Spencer, or Browning, or Dr. Samuel Johnson, or Bacon, or Darwin or Huxley in a home library to which it is claimed Spokane affords no equal.

No magnificent leather bound sets of Booth Tarkington, or Rex Beach, or Robert W. Chambers weigh down the library shelves of the old time purveyor of Bourbon and Budweiser. Encyclopedias, histories and books of travel share room with the great works of the world's accepted leaders in advanced thinking.

These sober contemplations have not materially altered always interesting Jimmie. He still wears his haunting red necktie, he still "talks" cigars, their exposed end inviolate from the match. He is still conspicuous in his old-time haunts, in the thick of political discussions when he is not piloting about the streets his rumping grandson, Johnny Maloney has come, now expounding the sacred principles of democracy to beauteous cigar store dentures, and Jimmie alone is left to boast of the number of democratic presidential candidates he has voted for, to bear aloft the triumphal and aproned standard of Jefferson, Jackson, Cleveland and Wilson. He bears in most proudly indeed, and with things besides, including a pommer campaign button of Woodrow Wilson, as big as a collier saucer.

IT IS SAID THAT JIMMIE has joined the society of lightbrows as they have taken the saloon business away from him. It is stoutly said, now that he has time on his hands, this is his method of spending it.

Probably not two men in Spokane, nor three, have spent as much money for books in the last 11 months as Jimmie Durkin.

Jimmie will probably be good and sore when he reads this, for he will know that as straight as the crow flies, as sure as the ferret seeks the rodent, as true as the duckshound while the snuggles, will book agents come from all corners of the Pacific northwest and lay siege to his pocket-book and his peace of mind.

"I'm not going to tell you how much I've spent for books," blantly declared the ex-saloon man the other day. "For I don't know, in the first place, and in the second place, it's nobody's business but my own. But I've spent a lot."

"Sure, I read 'em. I read your paper, too." I read anything that I think is worth reading, even if I don't believe all I read. I get a lot of satisfaction in finding what some of the greatest writers of our time thought about

things. They had the same problems two, three hundred years ago that they have now and they had gigantic thinkers then. The world wasn't full of tons of trashy novels and magazines and newspapers like it is now and men took time and pains when they wrote things. They didn't write for the money; they wrote for eternity and for their good name.

"I like to sit and read Darwin and Huxley and then close the book and go over their great thoughts in my own mind. And then pick up Carlyle and



"JIMMIE."
He still wears the haunting red necktie and he still "talks" cigars.

his rich, powerful style, and what a wonder with the pen Bacon was! As a man he was contemptible, curdling favor with the king, treacherous, low-principled, but when he sat down to write he was a different man. Did you know that he wrote all about electricity hundreds of years ago? Oh, no, I don't agree with the Baconian theory with reference to the authenticity of Shakespeare. Of course, there was a Shakespeare.

"DON'T YOU KNOW, after all, I can lay aside my books and put out of my mind these great thoughts of these great writers and come down here to my friend Frank Smith's cigar store and hear some far more wonderful theories, set forth in far more convincing style. Why, Darwin and Hux-

ley and Bacon and Carlyle were just infants in the thinking world alongside of 'Scotty' Anderson, ex-mayor of Peaceful valley, and Dan McKee, hero of the Flaniffers of 1895!

"Scotty" is one of the greatest exponents of positivism in the world's history. Just let him turn loose on the Baronian history, the Darwin theory, the divine right of kings, the birth of Jesus Christ and the greatness and goodness and infallibility of the republican party and he'll say everything that is within the range of human reason and human eloquence. He will leave nothing of worth unscathed. He will overlook none of the facts, no matter how insignificant or how involved. If he skips anything that doesn't promptly supply the missing argument.

"It is a good thing Darwin and Huxley and Carlyle are not alive, for 'Scotty' would put to ridicule their theories, he'd expose before the whole world their colossal ignorance, and the book agents would long since have retired their great volumes from the shelves of their publishing houses.

"SCOTTY" HAS MADE himself a Poindexter and Jones quit answering his letters. He's absolutely silenced these great Washington thinkers, Absolutists. He seems to estimate himself with President Wilson, for he has a profound contempt for school teachers and professors, and besides, Wilson is a democrat. There can be no worse sin than that in Scotty's category.

"Major Fleming comes into the store once in a while, but he's very careful to keep in the front part of it all the time. He stays out of Scotty's back parlour room. Scotty has challenged him to debate the telephone franchise and the dog mounting code, but the major knows his limitations and, like all the rest of us, respects a superior mind when he meets it.

"Scotty" had that German-Brazilian-Japanese alliance all figured out weeks before it was exposed.

"What a great filibuster was that when Scotty" decided to stick to plastering instead of going into politics! Men have made La Follette and Hitchcock and Stone look like corner grocery dealers.

"NO, AFTER ALL, there is no time like the present. No thoughts so great as those you exposed yourself to are expounded to you by great contemporary minds. The mystic past has its charms, Chaucer and Carlyle and Bacon filled their little niches that page has been written and well written, indeed. But let me exchange contemplation, let me drink daily from the fountain of knowledge that flows as free as the water over the falls from the lips of my distinguished solon, 'Scotty' Anderson, and I will go some day to my rest content that mine have been favored ears."

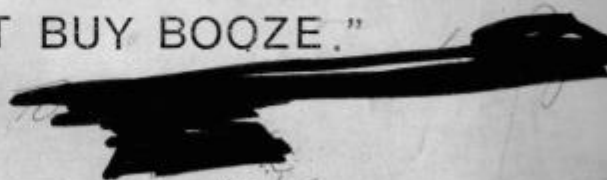
J. NEWTON CULVER,
J.

JIMMIE DURKIN

'A MAN OF HIS WORD'

SHOKANE'S
BELOVED
SALOONKEEPER

"IF YOUR CHILDREN NEED SHOES,
DON'T BUY BOOZE."



1/20/69

B.E. PENDLETON

COLLECTION

JIMMIE DURKIN "

NOT APPEARING IN THE SPOKESMAN-REVIEW

JULY 17, 1907

AUG. 7, 1907

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GENERAL ADVERTISING.

Durkin Springs
His Masterpiece

Jimmy Durkin has added another extension to his reputation as the most persistent and industrious advertiser in the west. And this last stroke of Jimmy's is a masterpiece of the publicity art. By reason of it Jimmy has made signboards of all the show windows within a block of the Sprague and Wall street corner and the owners of these windows can't help it. Jimmy simply annexed them and here is how he did it:

Every inch of outside space on the building he occupies at Sprague and Wall has been covered with signs in all colors and the contrast effect is something you can't get away from. It makes a home run impression every time it lands on your eye.

And the sun falls on this riot of color just right to throw the reflection on all the show windows across the street for a block. Jimmy didn't arrange the sun that way, but he figured and developed the idea. If you look in a grocery store coming along you read therein of the virtues Jimmy claims for his whisky and with a quotation from a preacher that Jimmy is on the square. In the hardware he is still telling you about his beer. He catches you coming and going. You look around to account for all this and Jimmy's idea sheds a variegated glow all over you. Every bit of glass in range echoes his scheme.

Of course there have been kinks and talk, just as Jimmy figured there would be. He's loaded for 'em. The proprietor of the big McGowan hardware store, across the street, complained that the sign display dazzled his clerks' eyes. It made them feel the need of goggles. Jimmy promptly offered to furnish the goggles if allowed to inscribe his name over each eyehole. But he fell down on putting through that enterprise.

But he has homesteaded all the windows and the great issue in that part of the city now is how to dispossess him.

John Slater of Colville, county engineer, was the recipient of a chunk of valuable information on a recent visit to Spokane. A. R. Scott, the Spokane county engineer, invited his friend from Stevens to take a ride into the country, which was accepted. Scott drives a fine team of grays. They are unusually intelligent and as a rule perfectly tractable. The two surveyors had not proceeded far when a large, smooth boulder loomed up at the side of the road. One of the horses shied and made a great fuss at the strange object. After some difficulty, however, the rock was passed, then the following dialogue occurred:

"Say, Scott, what made that fool horse shy at that rock?"

"That's easy," said Scott.

"Well, why was it?"

"The rock didn't have Durkin's sign on it."



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	10/28/2015
Clerk's File #	OPR 2015-0927
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - ROMBECK/DUTCH'S LOAN BUILDINGS - 421 WEST MAIN AVENUE		

Agenda Wording

Recommendation to list the Rombeck/Dutch's Loan Buildings, 421 West Main 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 the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. The Rombeck/Dutch's Loan Buildings has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	SANDERS, THERESA	mduvall@spokanecity.org	
Additional Approvals		avance@spokanecity.org	
Purchasing		amcgee@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Rombeck/Dutch's Loan Buildings – 421 W. Main

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 ca. 1903 and 1927, the **Rombeck and Dutch's Loans Building** 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 **Rombeck and Dutch's Loans Buildings** are nominated under Categories A & C. They are the two-story Rombeck Building, constructed in 1927, and the adjacent one-story store building, Dutch's Loans, constructed ca. 1903. The former Dutch's Loans building was constructed during Spokane's most significant growth period, 1900 through 1910, and remains an integral element of a block that contains three of the earliest of Spokane's post-fire buildings. Both the Dutch's Loans and the Rombeck buildings continued a legacy of pawn, jewelry, second hand, and loan businesses on West Main for many years.

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 ground floors of both buildings have been altered significantly by a variety of uses over the years. The existing storefront was constructed in 2014 to approximate a storefront from the early life of the building. Brick detailing is simple, with flat brick piers of the end walls rising to the brick field between the storefront opening and sheet metal sill course beneath the windows. The Rombeck Building may be the final Single Room Occupancy hotel constructed in Spokane – most were constructed prior to the 1920s. The buildings retain a good degree of architectural integrity in original location, design, materials, workmanship, 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 **Rombeck/Dutch's Loan Building** according to the appropriate criteria (A & C) at a public hearing on 10/21/15 and recommends that the **Rombeck/Dutch's Loan Building** be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

RES&ADD SPOKANE FALLS W20FT LT3 of All of LT4 & E ½ of the N100FT of LT 5 BLK16

Parcel Number 35184.2317, is governed by a Management Agreement between the City of Spokane and the Owner(s), The PBB Investments, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

W. J. M. K. Bell
Dated: 11/22/15

MANAGEMENT AGREEMENT

The Management Agreement is entered into this 23 day of October, **2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **PBB Investments, LLC** (hereinafter "Owner(s)"), the owner of the property located at **421 West Main Avenue**, commonly known as **Rombeck Building/Dutch's Loan Building** 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
John Pariseau
GM, PBB Investments, LLC

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 23 day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared John W. Pariseau, Manager PBB Investments, LLC, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as he (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

23 IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of October, 2015.



Shelly Autrey
Notary Public in and for the State
of Washington, residing at Spokane
Spokane County
My commission expires 4/15/19

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. Name of Property

Historic Name: Rombeck Building/Dutch's Loan Building
And/Or Common Name: Huppin's Building

2. Location

Street & Number: 421 West Main Avenue
City, State, Zip Code: Spokane, WA 99201
Parcel Number: 35184.2317

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 type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

4. Owner of Property

Name: PBB Investments, LLC
Street & Number: 502 West Riverside Avenue, Suite 103
City, State, Zip Code: Spokane, WA 99201
Telephone Number/E-mail: 509-217-5508/Chris@RenCorpRealty.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: None

Date:	Federal x	State	County	Local
Depository for Survey Records	Spokane Historic Preservation Office			

7. Description

Architectural Classification
(see nomination, section 8)

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 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 of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

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

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: Less than one acre

Verbal Boundary Description: RES&ADD SPOKANE FALLS W20FT LT3 of All of LT4 & E ½ of the N100FT of LT 5 BLK16

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

11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

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

Telephone Number: 509-458-5517

E-mail Address: jim@kolva.comcastbiz.net

Date Final Nomination Heard:

12. Additional Documentation

Map:

Photographs:

13. Signature of Owner(s)

Chf m. Batt

14. For Official Use Only:

Date nomination application filed: Sept. 21, 2015

Date of Landmarks Commission Hearing: October 21, 2015

Landmarks Commission decision: October 21, 2015

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

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

Megan Duvall

Megan Duvall

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

10/22/15

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DESCRIPTION OF PROPERTY

Description -Summary

The Huppin's Building consists of two buildings that were combined into one ownership in 1986: a two-story brick vernacular commercial SRO, the Rombeck Building built in 1926, and the one-story brick vernacular commercial building (ca. 1900) adjacent to the east. The two-story building was built and operated by Henry Rombeck. The one story building at 417 West Main Avenue was built by Ernest Azzi, and operated by Dutch's Loans. Both buildings have been altered, first by combining interiors and "unifying" the two front facades, and then returning the facades to approximate historic storefronts. The site is mid-block and on the portions of two lots with original addresses of 417 and 419-425 West Main Avenue.

CURRENT APPEARANCE & CONDITION

The Rombeck Building – Historically 419-421-423-423^{1/2}-425 West Main

The Rombeck Building, a simple vernacular building of dark brown rug-face brick, is two stories in height and horizontally oriented. Nine window bays are equally spaced along the second floor.

The ground floor is asymmetrical and comprised of four storefront bays with three entry bays: one with a metal canopy over the main Huppin's entry at #421, and the second is the original entry to the second floor, and the third, an entry to the west bay. A 12-inch-wide projecting molded sheet metal cornice at the sill line of the second floor and, above the window heads, a wide, 36-inch projecting molded sheet metal cornice set below the parapet wall above, of equal width, emphasize the horizontal orientation of the building. A slightly projecting and molded sheet metal flashing caps the parapet wall. A terra cotta panel set in the brick above the center window proclaims: "ROMBECK."

The ground floor has been altered significantly by a variety of uses over the years. The existing storefront was constructed in 2014 to approximate a storefront from the early life of the building. Brick detailing is simple, with flat brick piers of the end walls rising to the brick field between the storefront opening and sheet metal sill course beneath the windows. Because of damage from a past storefront, the brick of the easterly bay (bay 1) has been clad with wood paneling. The bay is divided into three display-window sections with molded wood muntins framing the windows. The bulkheads, as the transoms above, are subdivided into two panels beneath each window section. The second bay with a projecting steel canopy consists of centered double, wood-frame glass panel doors flanked on each side by two vertically-aligned glass panels with corresponding wood panel bulkhead walls below and glass panel transoms above.

The brick pier on the west side is exposed, revealing decorative 4-inch square concrete blocks on the bottom at the height of the bulkhead walls, and at the intersection of the pier and the window heads. The blocks form corners of top

and bottom horizontal brick header courses, and vertical stacked header courses that form the corners of the pier. The window heads consist of brick header courses, again running from the corner blocks. Single brick header courses also below and above the sheet metal sill band.

The centered third bay consists of three vertically-aligned display windows divided by flat wood muntins. A wide, molded horizontal beam, at the same level as the adjacent portico frame divides the display windows and transoms. The wood panel bulkhead walls and glass panel transoms correspond to the display windows.

The classical entry, flanked by round Tuscan columns of cast concrete, provides entry to the apartments on the second floor. Rising from a square cast concrete base to support a slightly projecting sheet metal entablature, the columns frame a double door entry and semi-circular fan window above. Brick headers frame the opening, run in vertical stacks that flank the columns, and run along the top of the brick field within the bay. A cast concrete keystone extends through the window arch and header course framing the top of the opening to the architrave. The entablature is simple with horizontal moldings defining the architrave, frieze—with raised rondels aligned above the columns—and projecting molded cornice. The cornice aligns horizontally with the sheet metal sill course.

The westerly bay is composed of a centered and recessed double-door entry. Two flat wood columns that project slightly from the façade plane divide the storefront into narrow vertical bays at each end, as well as the central assembly, consisting of the entry bay and equally sized display window sections subdivided into two sections with corresponding bulkhead and transom panels. The two wood columns support a broad flat beam that spans the opening between the entry to the second floor and the west end wall. The beam, like the columns, projects slightly from the façade plain and is topped by a slightly projecting wood molding that covers the brick header course framing the top of the opening.

The second floor consists of nine window bays that are framed horizontally by a projecting sheet metal sill molding and a flat sheet metal frieze band that extends upward to a projecting cornice. Cast concrete sills are beneath each window opening. The sides of the window openings are framed by the brick corners. Set into the wall plane, the sash is double-hung metal clad wood, eight-over-one lite sash. Four brass and opaque glass lanterns are centered between window openings on the brick field (originally, there were eight, one in each space between the nine second floor window bays). Centered in the parapet wall is a terra cotta panel "ROMBECK."

Dutch's Loan Building – Historically 417 West Main

The one-story building adjacent to the east is one section, divided into three bays, a centered and recessed entry bay, flanked on each side by single glass

panel display windows. The façade is brick without significant detail. Flat end wall piers mark the corners, which engage a steel I-beam that spans the width of the façade. A row of horizontal brick headers runs along the top of the beam, above a flat wall section is terminated by a slightly projecting brick cornice, and capped by a sheet metal flashing. The corbel cornice is simple—three courses of brick, two header courses stacked in a pattern of alternating projections to suggest dentils topped by a stretcher course. A sheet metal flashing caps the parapet wall of the flat roof building.

The storefront is composed of a recessed and centered entry bay with double wood-frame glass panel doors, above which is a narrow horizontal two-lite transom. Two vertically-aligned glass panels atop single panel bulkhead walls form the sidewalls of the entry approach. The shop front with large single panel display windows, on each side, flanks the entry. The wood panel bulkhead wall, divided into two sections runs beneath the storefront bays. The six-lite transom band above corresponds to the pattern of the bulkhead panels and the entry doors.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Although photographs from ca. 1910, 1916 and 1973 are available they do not provide good detail on the appearance of the original façade. The 1910 and 1916 photos suggest standard storefronts with doors corresponding to the street addresses. Dutch's at #417 likely had a centered entry door; and the Rombeck Building at #s 419-421-423-425 had four doors that corresponded to the four major bays.

Building permits show alterations to the buildings over the years. On 8/1/1933, Al Morse received a building permit to install a store at 423-425 West Main. In 1939, Morse again would receive a permit to alter West 425 for a beer parlor and card room. In 1942, Morse received a permit for alterations to his club and gymnasium, and in 1947 to move partitions for a tavern. In 1953, the old gymnasium would become a restaurant and cocktail lounge under a permit to Mr. Steve Zigich. The restaurant received a face-lift in 1964 when a permit was issued for interior alterations and to re-face the front of the building with stone. Subsequent alterations would include filling in the storefront of #425 with brick.

A. Huppin, on 5/15/1950, received a permit for 419-421 West Main to build a "New archway between stores." On 9/24/1965, Sam Huppin received a building permit to "modernize front of building – ceramic tile," for his Jewelry Store at 421 West Main.

A building permit was issued in 2003 for "exterior face lift," that resulted in the facades of the two buildings being integrated by application of a metal frame grid along the transom band of the first floor that spanned both the Dutch's and Rombeck Buildings. Emphasis was given to the main entry by a pronounced

ensemble of stucco piers that rose through the first and second floors to a projecting stucco entablature. Within the span between the piers was an aluminum storefront flanking the double-glass panel door entry and a large "applique" fan window above the projecting steel-frame portico. The letters HUPPIN'S was prominently set over the portico and in larger letters atop the entablature. The names of the products available were placed in the sheet metal frieze above the second floor windows. The old Dutch's building (#417) consisted of a storefront with a single pedestrian door in the east corner, and the westerly bay of the Rombeck Building (#423-425) was brick and wood panel with a single pedestrian door in the east corner. Neither of the doors provided public access.

Floor Plans

The original floor ground plans of the 1900 one-story Dutch's storefront on the east, and the two-story Rombeck Building on the west are not available. The building at #417 (formerly Dutch's) was a single room, likely with storage in the rear. The Rombeck Building with the address #s 419, 421, 423, and 425 West Main originally had four store spaces, each with an entry to the sidewalk. Numbers 419 and 423 were conventional retail spaces, while #s 423 and 425 were combined in the 1930s to create a barbershop and gymnasium, tavern, and eventually combined into a single restaurant in the late 1950s. Typically this operation would have had a front dining area, possibly a bar area, a kitchen and storage.

The second floor, at 423 1/2 West Main, runs the depth of the building and is approached by a relatively long first floor landing and a run of wooden stairs to an intermediate landing, then switchback up to a small lobby on the second floor. From the open and balustraded second floor stair landing, a network of narrow hallways lined with transom-topped wood panel doors provides access to the 32 or so rooms jammed into the single floor. The single-room units, with closet, sink, radiator, window, and a light fixture are characteristic of a single room occupancy hotel (SRO). Bathrooms with toilet, sink and tub are down the hall. Floors are wood strip with plaster walls and ceilings.

The basement consists of storage and equipment rooms with concrete floors, sheet rock, brick, and concrete block walls, and plaster ceilings. Wooden steps provide access from the first floor.

Remodels of the ground floor of the two buildings, 417-419-421 West Main, resulted in the floors of the buildings being combined into one shop that featured groupings of various products which included cameras and film, TVs, stereos and HiFi when operated by Huppin's. The space at 423-425 West Main was used for storage and not integrated into the retail space.

The existing ground floor plans include a retail shop, Wollnick's at the combined

former 417 and 419 West Main storefronts, Jaazz Salon at the former 421 West Main address, Huppin's main entrance and storefront, and Spokane Exercise Equipment at the former 423 and 425 West Main spaces.

The second floor is currently vacant.

The Land Parcels

The property fronts along the south side of West Main Avenue, and rests on two interior lots, the west 20 feet Lot 3, on which sits the ca. 1900 one-story Dutch's building at 417 West Main, and the Lot 4 and east half of Lot 5 (north 100 feet), occupied by the 1927 two-story Rombeck Building with the addresses 419 to 425 West Main. It is interesting to note that this parcel, and not the "Dutch's and Durkin's Buildings," includes Dutch's first shop; the first building in the block occupied by Dutch Loan Office from 1933 to 1986 was situated on the west 20 feet of Lot 3 at 417 West Main. This building and a portion of Lot 3 were sold to members of the Huppin family in 1986 and integrated into the Huppin's Block (this building and the Rombeck Building).

Areas of Significance –**Category A** - Broad Patterns of Spokane History, Commerce**Category C** – Architecture**Significant Dates** – 1903 - 1965, constructed ca. 1900 and 1927**Architect:** Unknown**Builder:** F.E. Martin for the Rombeck Building**Summary**

The Huppin's Building consists of two buildings that were combined into Huppin's in 1998. They are the two-story Rombeck Building, constructed in 1927, and the adjacent one-story store building, Dutch's, constructed ca. 1903. The former Dutch's Building was constructed during Spokane's most significant growth period, 1900 through 1910, and remains an integral element of a block that contains three of the earliest of Spokane's post-fire buildings. Both the Dutch's and the Rombeck buildings continued a legacy of pawn, jewelry, second hand, and loan businesses on West Main, most owned and operated by Jewish businessmen who would become prominent families in Spokane's downtown core.

The Rombeck Building, accented by Classical elements, is a vernacular commercial building with shops on the ground floor and apartments on the second floor. Built in the late-1920s, the building retains its original character and has good integrity of form and design. Although beyond the time period of the National Register of Historic Places Multiple Property Documentation Form for "Single Room Occupancy Hotels in the Central Business District 1900-1910" - the building, nonetheless, is a classic SRO within the Central Business District. Further, it appears to have been the last SRO constructed in downtown Spokane.

HISTORICAL CONTEXT

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

The first American settlers, squatters J.J. Downing, with his wife, stepdaughter, and S.R. Scranton, built a cabin and established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney, Oregonians passing through the region in 1873 recognized the value of the Spokane River and its falls. They realized the investment potential and bought the claims of 160 acres and the sawmill from Downing and Scranton. The Reverend Henry T. Cowley followed in

October 1874 as a missionary and Indian Sub-Agent to the Spokane Indians. Glover and Matheney knew that the Northern Pacific Railroad Company had received a government charter to build a main line across this northern route. By 1875, Matheney became doubtful that the Northern Pacific Railroad came to Spokane and sold his stake in the venture to Glover.

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

The newly incorporated city continued to grow through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. In spite of the devastating fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded. Because of city ordinance to reduce fire hazard, brick and terra cotta became the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the new buildings were constructed in an area much larger than the original business district. The business district spread east to Division Street. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a dramatic increase in the construction of commercial buildings in downtown. Frame dwellings gave way to commercial buildings that would meet the demand of the influx in population. Among the property types and businesses that were prevalent were hotels, lodging houses, and restaurants.

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

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. But prosperity seemed to return in 1917. In February the *Spokane Daily Chronicle* would announce that "Spokane Banks Made Most Gain," with the largest clearings on the west coast (2/2/1917, p8/3), and a "Rosy Future Seen for Local Business," in reporting that Spokane was

named as one of the nine most promising cities in the whole country (2/8/1917, p12/1). New buildings were announced and the downtown saw construction activity. Some 32 projects were listed as proposed or under construction as proclaimed by the *Spokane Daily Chronicle* on March 6th: "Two Millions And Half for New Buildings Here," for buildings that included the Crescent, Chronicle Building, Elks Temple, and Overland Garage among others.

By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910 (Decennial Census Counts. OFM). Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. The 1920s and 1930s saw similar, but less drastic slow growth due to economic factors. The Inland Northwest region's dependency on extractive products from farms, forests, and mines suffered from declining demand.

The Spokesman-Review on June 1, 1924 reported "**City Spent and Spends \$2,615,000 on Buildings and Homes This Year**" (pB11/c4-5). "**Industrial and Downtown Construction Will Run Well Over \$1,000,000.**" Railroad and oil company expansions, and the Masonic Temple Annex (\$300,000) and Western Union Life (\$275,000) on Riverside Avenue accounted for the bulk of the construction investments in the group of 14 commercial buildings, 15 garages, and 200 residences mentioned in the article. The new Ritz Theater on Main and the Goodyear Tire warehouse were constructed at \$50,000 each.

Of the approximately 22 remaining buildings built in the 1920s in downtown Spokane, 14 were related to the automobile sales and service businesses (of which the downtown was the center). Other major buildings of that decade included the Elks Temple (1921), Salvation Army Building (1921), Eagles Building (1923), Western Union Life Insurance (1924), Masonic Annex (1925), Spokane Daily Chronicle (1928), Paulsen Building (1929), and Montgomery Ward (1929) (the demolished Sears Building was also built in 1929). Other than the Rombeck Building, no apartment buildings were constructed in downtown during this period, and indeed, the Rombeck Building appears to be the last SRO constructed in downtown Spokane.

The Development of the West 400 Main Block

The Sanborn map of 1884 shows the only the western edge of the block in which the site is located. Only a small dwelling adjacent and an agricultural implement storage shed adjacent to the south are depicted. The area further to the east was unmapped. The westerly portion of the block north of Main had store structures and the block west of Stevens Street along both sides of Main Avenue had rows of wooden structures that housed a Chinese laundry, saloons, liverys, dwellings, sheds, and other uses.

The 1888 Sanborn shows that a one-story store, a dwelling, "Rountree's Feed," and a Chinese Laundry occupied the footprint of the existing Rombeck Building. To the east is a one-story carpenter's shop, the "Cottage House Boarding," and two dwellings on the corner. A vacant lot and the 2-story wooden structure "Nevada House Boarding" were to the east. "To be wagon shop painting not finished" was on the corner to the west. Spokane Feed and Sale fronted Stevens Street on the alley south. The rest of the block, to Washington Street on the east and Riverside Avenue on the south, was half developed and filling in with boarding houses, dwellings, sheds, wagon shops, and a hay attic.

The 1890 Sanborn, the year after the Great Spokane Fire, shows only the three-story brick Bodie Block on the northeast corner of the block. The remainder of the north half was blank, and the dotted outlines of five structures were along the Washington Street frontage. South of the alley, the frontage along Riverside Avenue was being filled in with the notes "Being Built" on two of the buildings. Surrounding blocks displayed the same pattern.

In 1891 Sanborn depicted site as undeveloped with only the Bodie Block and the three-story brick "Como" block (Lang Building-extant) on Washington Street, on the north side of the alley. The frontage along Riverside Avenue was built out with the Green Block, Tidball Block, and Temple Court (all removed).

The 1902 Sanborn depicts the southern half of the block as fully built out. The northern half of the block includes full frontage built out along Stevens Street, the Levy Block (extant) and Bodie Block, and along Washington Street, including the Como Block (Lang). Main Street is built out except for gaps on Lot 2 and Lot 3, with only the west 20 feet of Lot 3, and east half of Lot 2 developed. A one-story brick building is at 417 West Main, and, adjacent to the east are two one-story brick buildings comprising shop front #s 419, 423, and 425.

In 1910, the block was built out. Sanborn depicts a variety of buildings, all brick and stone, one- to three-story working class buildings on the north side and the imposing Old National Bank Building (extant, now US Bank) on the southwest corner and the Temple Court Building (razed) on the southeast corner. Two single-story brick "store" buildings (409 and 411 West Main), and the three-story brick store building (415 West Main) with notations of "liquor storage in basement," and "ice machine" are shown on the map.

The 1928 Sanborn depicts block as fully built out. In the north half of the block are essentially the buildings that presently exist. On the south half of the block only the U.S. Bank building remains. The eastern portion of that block is now a parking lot and drive-in bank branch. In addition to the Levy (1892) and Como (Lang, 1890) blocks on the north half are the following buildings along West Main Avenue:

- 427 – 3-story brick Bodie Block (1889, now the 1889 Building)

- 419-425 - 2-story brick Rombeck Building (ca. 1926, now Hupp Building);
- 417 - 1-story brick store (ca. 1900-combined with 419-425, Hupp Building);
- 415 - 3-story brick Durkin Building (ca. 1910, now Dutch's);
- 409-411 - 1-story brick store (ca. 1900, now combined with 415, Dutch's);
- 407 - 1-story brick Woolworth Building (ca. 1893, now Millman's); and
- 405 - 1-story Columbia Pharmacy (ca. 1900, now Hill's Restaurant, altered).

The 1952 Sanborn depicts the same pattern as 1928.

Chronology of the Rombeck/Dutch's Loan Buildings: R. L. Polk Directory and Building Permits for 417, 419, 421, 423, 425 West Main Avenue

Five of six of the buildings fronting on the 400 West Main block were owned and contained shops owned by Jewish businessmen. The Dutch/Singer family and the Hupp family established their businesses and would own four buildings; Mark Soss, an owner of the Bodie Block (1889 Building), had previously operated loan businesses at 411 West Main, and at 417 West Main, both of which would later house Dutch Loans. The 411 West Main address would become part of Dutch's, and the original Dutch Loan at 417 West Main would end up as a part of the Hupp domain. Henry Millman owned Millman Jewelry and E-Z Loans at 407 West Main, and once operated a store at 411 West Main, as did Jewish businessmen Oscar Silverstein as Uncle Oscar's, and Morris and Harry Fischbach as M & H Loan Office. The Singers, Huppins, and Millmans were long-term business operators in the block.

The property on which the buildings reside includes the west 20 feet of Lot 3 (417 West Main) which the Huppins purchased in 1986, and Lot 4 and the north 100 feet of the east half of Lot 5 (Rombeck Building - 419, 421, 423, and 425 West Main)

417 West Main

Building Permits and Chronology for 417 West Main (W 20' of Lot 3)

According to the Spokane County Assessor's Office, the one-story brick building at 417 West Main was constructed ca. 1900. Permission to connect with the water main at 417 West Main, dated 3/14/1902, was issued to E.O. Azzi as the owner. (The 1900 through 1905 Polk Directories listed Azzi at 417 West Main as a seller of fruits and cigars.) E.O. Azzi, owner, also applied for a sewer permit on 12/28/1903 at the 411 West Main address. A deed conveying the property from the Northwestern and Pacific Hypotheekbank to Ernest O. Azzi was executed on 7/26/1904 by which Azzi purchased the property for \$5,000.

Peter Azzi with Mr. Vannucci operated a confectionary shop at #417 until 1910, followed for a brief span by the Grand Restaurant; electrical permits were issued in 1910 and 1912.

Mark Soss, Inland Loan Office, having previously operated at 411 West Main, received an electrical permit for #417 on 9/26/1913. On 3/19/1914, Soss requested an application for installation of a water meter. In 1933, Soss would move a few doors west into the Bodie Block at 431 West Main which he owned. Melvin Dutich, operating at Dutch's Loans (pawnbrokers) occupied 417 West Main around 1934 (Dutch Loan Office - building permit for awning 10/14/1937 with a value of \$27).

As a sidebar, the history of the buildings that comprise the Dutch's Building and the Huppin's Building are interwoven by the occupants over the years. Mark Soss started at 411 West Main, moved to 417 West Main, and ended up at 435 West Main (Bodie Block which he owned). Melvin Dutich followed Soss and moved into #417 in 1934 which became Dutch's Loans; the Singers (Pearl, Dutich's daughter, and Robert, her husband) would continue operating Dutch's at #417, but it was not until 1996 that they would own their building and eventually acquire the buildings at 411 & 415 West Main and occupy those spaces as well. The Building at #417 was sold by the Singers to the Huppins and is now part of the Huppin's/Rombeck Building.

In a rather strange action, demonstrated by Quit Claim Deed dated 7/17/1943, the Azzi property was sold by Leo T. Crowley, Alien Property Custodian of the USA, who was acting pursuant to the Trading with the Enemy Act. Sold by highest bid: "having found that the real property was property within the United States which was owned by Ernest O. Azzi, a national of a designated enemy country, to-wit Italy; all of with is fully set forth in said Vesting Order, and said Amendment of Said Vesting Order; and ..." "...it is in the interest of and for the benefit of the United States that said real property be sold ..." With the high bid of \$12,025, a quit claim deed was awarded to Harry M. Ulrich and William P. Ulrich. Ernest O. Azzi was apparently not in Spokane during this period and was not listed in Polk after 1905.

Three years after the Azzi sale, on February 13, 1946, the *Spokane Daily Chronicle* would report: **"Suit is Filed to Clear Title"**

An interesting suit to clear title on the property at W417 Main, adjoining the Ulrich card room was filed in superior court today by William P. Ulrich, Harry Ulrich and their wives. The plaintiffs allege they purchased the property from Leo T. Crowley, United States alien property custodian, September 17, 1943 when the owners, Ernest Azzi and his wife, Ida Azzi, were enemy aliens residing in

Italy. The suit names as defendants Ernest and Ida Azzi, their unknown heirs, the state of Washington and county of Spokane.

On February 2, 1948, William P. and Belle M. Ulrich conveyed to John L. and Martha Ann Ulrich all of Lot 3, West ½ of Lot 2, block 16.

Sidney P. Dutich [son of Melvin and Anna] received a permit to install a gas line on 10/2/1956.

Singers Purchase Lot 3 and W ½ of Lot 2, Blk 16

Robert and Pearl Singer, still operating Dutch's Jewelry & Loans at 417 West Main, purchased the two buildings on Lot 3, and the one building on the west half of Lot 2, from John L. and Martha Ann Ulrich on April 5, 1966 (Statutory Warranty Deed). Dutch's at #417 was one of the buildings included in this transaction. Melvin Dutich was still listed in Polk as working at the store.

In the following year on 4/28/1967, Robert Singer received a permit to add a 920 square foot storage room with a value of \$4,900. Ed Iwata was listed as the contractor.

After the sale to the Singers, the Ulrich's would continue to operate the restaurant until 1972. In that year, Robert Singer would bring his sons Richard and Gary in as salesmen at Dutch's Loan, to replace their grandfather Melvin, who would move to California. The west 415 address was vacant in 1973 and 1974. Permits were issued to Robert Singer in 1975 for electrical work and to remodel the building to become a Washington State liquor store with a construction value of \$25,000.

After the expiration of the liquor store lease at 415 West Main, Dutch's moved a door east in 1985 from 417 to 415 West Main. Millman's was operating a pawnshop next door at 411 West Main in a property later owned by the Singers. Having vacated 417 West Main, the Singers sold the property to members of the Huppin family in 1986 who were operating Huppin's HiFi and Photo in the adjacent Rombeck Building.

Singers Convey the West 20 feet of Lot 3 to Huppins

On 8/1/1986 by Statutory Warranty Deed, Robert and Pearl Singer, husband and wife conveyed to Charles Eugene and Gerry L. Huppin, husband and wife, the W20' of L3B16.

By 1988, #417 was listed as Huppin's Annex and would be listed as such until 1997. In 1998 only the address 419 West Main was listed under Huppin's HiFi, Photo, and Video.

Rombeck Building**Rombeck Building 419-421-423-425 West Main**

Henry A. Rombeck purchased Lot 4, Block 16 from Cora W. and George Tilton for a sum of \$6,250 on October 11, 1897. On May 22, 1902 Henry A. Rombeck added to his Main Avenue ownership by purchasing from Charles H Wingate et ux for an amount of \$7,450, the north 100 feet of the east half of Lot 5, Block 16.

Prior to the construction of the current Rombeck Building, Henry Rombeck built two single-story commercial buildings between 1900 and 1912 on the site. A permit for a water meter was issued to "H. A. Rombeck" for "4 store rooms" on 12/27/1911 for 425 West Main. Addresses for the site included: #419 (Goodyear Repair Factory in 1914), #421, #423, and #425 (Central Clothing Factory in 1913) West Main.

Rombeck completed his two-story brick building in 1927 at 419-421-423-425 West Main Avenue. The building permit lists F.E. Martin as builder and a value of \$30,000. Permit 28494, was issued to construct a new brick building with stores and rooms. It appears that the permit was issued on 9/26/1926, but the copy of the permit is not legible. Other permits associated with the new building included a side sewer permit, issued on 4/29/1926, and on 3/8/1927, a permit for 50 light fixtures by Maxwell-Franks Electric.

Early occupants of the Rombeck Building included in the 1929-1930 Polk Directory were at #419, Nathan Forman Clothing (also 1928, but not 1927); at #421, Victory Loan Co, with Joseph Tillman and Samuel Bister, proprietors (but not in 1926-28); at #423, Amedeo Bombino Confectioner (1929 Lawrence Maio, confections); at 423-1/2, the Alexander Hotel (in 1928 with Martha McDonald as proprietor); and #425, Pupo Brothers Fruits (from 1928 to 1933) and Scarpelli Brothers Meats (Electrical permit to Scarpelli, 4/14/1927) who occupied the space until 1933.

Al Morse, a colorful barkeep and boxing promoter in the late 1930s-early 1940s, would run a barber shop at #423 from 1938 to 1953, and a gymnasium and beer parlor at #425 for twenty years from 1934 to 1953, before moving down Main Avenue to West 407 (now Millman's) in 1955. (At the West 407 address, Morse and Harry Silberman were owners of Al Morse Recreation which featured "Card Room, Cigars, Tobacco, and Lunch.") Various electrical and building permits between 11/15/1937 and 7/7/1943 mark the changes in his operation from Al Morse Boxing Club, to Al Morse Club & Gymnasium, which was altered to a "beer parlor" in 1942, back to a Club & Gymnasium in 1943, and Al Morse Recreation with partitions for a tavern in 1947.

The 1940 Polk listed at #419, Star Leather shoe; at #421, Victory Loan Company pawn; at #423, Al Morse barber shop; at #423-1/2, Alexander Hotel; and at #425-Al Morse Lunch.

In 1945, #419 was listed as vacant, and Abraham J. Huppin, pawnbroker, was, for the first time, listed at 421 West Main Avenue; the previous year he had been across the street at 424 West Main. Al Morse was listed at #423 as "barber," and at #425 as Al Morse's A1 Club and Gym (restaurant, card room, beer parlor, and barber shop). The Alexander Hotel continued renting rooms at 423 1/2 Main. Playland Arcade occupied #419 for a couple of years from 1947 to 1949.

The Huppin family had been operating businesses in downtown Spokane since 1909 when Samuel Huppin, tailor and 2nd hand clothing was in the basement of 214 North Washington. In 1920, the Huppin Brothers, Sam and Morris, had moved to Howard Street and moved again to 303 West Main Avenue in 1921. In 1928, Morris, Abe, and Nathan were listed as tailors and clothing dealers. The 1936 Polk lists Abraham Huppin as a pawnbroker at 424 West Main. The first listing in the Rombeck Building was in 1945-46, when Huppin was listed at 421 West Main.

In 1950, B.V. Case Watch Repair and A.J. Huppin, pawnbroker, combined #419 and #421; Al Morse Barber was at #423; and Al Morse recreation and cigars was at #425. To consolidate the two spaces, A. Huppin, as lessee, on 5/15/1950 received a building permit for addition of a "new archway between stores," with a value of \$300.

After Al Morse moved out of #423 and #425, a building permit was issued on 10/5/1953 to Steve Zigich for a café and cocktail lounge: "Interior alterations only;" "Move booths and counters and non-load-bearing walls;" "value of \$4,000." The 1954 Polk listed Turf Recreation Restaurant. Electrical permits were issued from 1956 to 1958 for the Turf Restaurant and Turf Café.

In 1955, Huppin's Men Shop (Sam I., Abe J., Sam M.), for the first time (having moved from 511 West Main), and Huppin's Loan, pawnbrokers (Sam I., Abe J., Sam M.) were in 419 and 421 West Main with the Alexander Hotel upstairs. Emile Conrad, barber had replaced Al Morse at #423 in 1954, and the Turf Tavern and Restaurant was at #425. These businesses remained in the building through 1965.

A building permit was issued to Sam Huppin on 9/30/1964 for "Interior alterations and re-face front of bldg. with stone," "value of \$7,500." The following year at 421 West Main, a building permit issued to Sam Huppin on 9/24/1965 to: "Modernize front of building – ceramic tile" to use for a jewelry store with a value of \$2,200. An electrical permit to Huppin's Men's Wear was issued on 6/1/1965.

In 1968, Huppin's entered the Photo and HiFi business at #419, with Huppin's Loan continuing to do business at #421. In 1970 Huppin's Photo & Hi-Fi

occupied #s 419-421, and, at #425, the Turf added Surf to become Surf and Turf Café and Lounge.

Electrical permits from 1975-1977 listed Huppin's Hifi and Photo at 419 to 423 West Main. The 1978 Polk was the last year in which Huppin's "Loans" was listed.

In 1976, the House of Fong occupied the former Surf and Turf space. Vic's Restaurant received mechanical permit and other permits 2/18/1977-4/19/1978. The restaurant would operate at this location until 1996. In 1997, #425 was listed as vacant, and the next year all of the ground floor space in the Huppin's Building was consolidated under the address 419 West Main, as Huppin's Hi-Fi, Photo, and Video.

The Alexander Hotel operated until 1983, and was no longer listed in 1984. The 1983 Polk showed 19 enumerated rooms with 12 occupied all by men.

Henry Rombeck

Henry A. Rombeck was born in Germany in 1851 and died, at the age of 80, in Spokane in 1931. He came to the United States in 1881, traveled to San Francisco, and moved to Spokane in 1883. He engaged in the woodworking trade and moved to Sprague to build bridges for the Northern Pacific Railroad. He established a homestead west of Reardan and started a farm. He invested in properties in Spokane and, at one time, owned property on West Riverside on which the Masonic Temple would expand.

On November 10, 1897, Henry A Rombeck purchased Lot 4, Block 16 from George and Cora W. Tilton for \$6,250. Five years later, he would purchase the north 100 feet of the east half of Lot 5 of Block 16 (30' x 100' lot) from Charles N. Wingate and others, for the sum of \$7,450. In 1912, Rombeck was issued permits for a water meter for four store rooms at 423 West Main. It was not until 1927 that he would build the Rombeck Building that stands today at 419-421-425 West Main Avenue. The building permit listed F.E. Martin as builder of new brick building with stores and rooms at a value of \$30,000.

In that same year, Rombeck moved with his wife to Browne's Addition where he resided until his death in October of 1931. He left an estate worth nearly \$100,000 including his two story red brick building on West Main Avenue.

The following articles in Spokane tabloids reported Rombeck's ventures in Spokane.

The *Spokane Daily Chronicle* reported that the Masonic Temple was slated for expansion: "**WILL DOUBLE SIZE OF MASONIC TEMPLE**" "The Masonic Temple association last night purchased from Henry A. Rombeck the lot directly

east of the Masonic temple on Riverside, for \$45,000. The property has 8700 square feet and a front of about 100 feet on Riverside." (The remainder of the article reports the project and shows a sketch of the present Masonic Temple, no date.)

The Spokesman-Review reported Mr. Rombeck's death on 10/28/1931. **"CAME TO STATE WHEN N.P. BUILT"**

"Henry A. Rombeck's Death Took One Who Helped Construct Road."

A pioneer of the Northern Pacific construction period has passed in the death of Henry A. Rombeck, 80, at the Sacred Heart hospital Monday night. He had been ill for two months and in the hospital two weeks.

A Native of Steinfeldt, Germany, Mr. Rombeck disembarked at New York in 1881. He remained there and in San Francisco, Cal. until 1883, engaging in the woodworking trade until the Northern Pacific wanted bridge builders, when he came to Sprague, then a division point.

He had a part in erecting all of the important spans of eastern Washington, and while employed by the road established a homestead six miles west of Reardan. He acquired other acreage and engaged in farming on a large scale.

While there, Mr. Rombeck invested in several Spokane properties in the last 25 years. He owned what became part of the site of the Masonic temple and part of the new city hall site. He acquired property on Main avenue at the rear of the Old National Bank building.

In 1923, Mr. Rombeck moved to W2414 Pacific, where he had resided since. "He possessed a fine character and was generally aiding some one," said R. H. Dent who has known him long.

He is survived by a widow, Katherine, two sisters in Germany, and two stepsons here, Peter Vogel and Harry J. Rombeck.

The Spokesman-Review in its November 3, 1931 edition reported (p6:4): **"Henry Rombeck Left \$100,000" "Bulk of Estate of Retired Farmer Goes to His Widow"**

An estate estimated to be worth nearly \$100,000 was left by Henry A. Rombeck, retired farmer, who died October 26.

His will which gives the bulk of his property to his widow, was filed for probate in superior court Monday. The exact amount of the estate will not be determined until his safety deposit box is opened, Attorney John Roche told the court.

The principal asset is a two-story brick building near Main and Washington valued at from \$50,000 to \$60,000, the court was told. He owned farmland near Deer Park and the family home at W2414 Pacific.

The will makes bequests of \$500 to Harry Rombeck, an adopted son, \$1000 each to Caroline and Josephine Rombeck, children of the adopted son; \$500 to Peter Vogel, a step-son, and \$1000 each to Kitty, Agnes, Merle, Elmer and Henry Vogel, children of the stepson."

The Huppins

Samuel Huppin was first listed in the Spokane Polk City Directory in 1909 as a tailor and second hand clothing dealer in the basement of 214 Washington. He also resided there. In 1915, the Huppin Brothers (Sam L. and Morris) tailors were listed at N223-1/2 Howard and also at 309-1/2 Main. By 1920, Morris was at the Veteran Tailor Shop. Samuel Huppin Clothing was at W303 Main in 1921. From 1922 to 1929 Abe Huppin Clothing was at 303 West Main, and Nathan and Morris Huppin at Washington Tailors. Sadie was listed as the widow of Sam. In 1929 Abe Huppin had moved across the street to 310 West Main and was there until 1935; and from 1936 to 1943, Abraham J. Huppin was listed as "pawnbroker" at 424 West Main. In 1945, Abe moved across the street to 421 West Main.

The 1952-53 Polk had the Huppin Brothers (Morris) Men's Clothing at 511 West Main, Gene as a student, Sam I. as a clerk at Huppin's Loan, and Sam M. as USA. Huppin's Loan (A.J. Huppin), pawnbrokers was listed at 419 and 421 West Main. In the following year, Sam M. is listed at Huppin's Loan, and in 1955, Huppin's Men's Shop (Sam I., Abe J., Sam M. Huppin) moved to #421.

KHQ Television would announce on a March 14, 2013 posting:

"Huppin's Closing The Downtown Spokane Location"

SPOKANE, Wash. - Huppin's announced on Thursday that it plans to close its downtown Spokane store at 421 W. Main. The electronics retailer will consolidate its bricks and mortar presence to the north Spokane location at 8016 N. Division.

The company will expand Huppins.com and will also continue the OneCall online retail operation. Huppin's downtown location will begin its biggest inventory sale in history on Friday, March 22. The "Three Million Dollar Moving Sale" will include everything in the downtown store.

"During our 104 years of history, Huppin's has succeeded by evolving with our customers and their shopping preferences. This change is a natural evolution of that," said Murray Huppin, President of Huppin's.

"We have seen our customer base shift to the north store where we've created a bright, open shopping experience. We know we'll have some customers who are disappointed to lose the downtown location, but we hope they'll come see us up north."

Huppin's, an Apple Specialist, offers an expanded assortment of Apple products and accessories at the north store, one of the largest selections in Inland Northwest. With twice the inventory of downtown, the Division location also features a wide variety of small appliances, kitchen vignette, computer audio products, more than 100 headphones on display and new sound rooms, as well as easy access and free parking. Huppin's will continue to be on the cutting edge with its inventory, stocking the new ultra high-definition 4K televisions just coming to market.

The company will be expanding its Huppins.com website allowing customers to browse online, compare prices and, soon, provide customers a way to easily place orders and track deliveries from their home computer or mobile phone.

Huppin continued, "The home electronics market is continuing to evolve and we're seeing an increased consumer movement to internet shopping, even within local markets." "There are so many good memories in the downtown location, but the evolution of online retail and our bigger, more accessible location on North Division makes this a good business decision," Huppin said. "We are part of a great community, and we look forward to continuing to serve Spokane."

Huppin's has a history of being ahead of the consumer curve. The company began as a small tailor shop in 1908 and grew over time, moving into dry goods retail and pawnbroking before its start in electronics and cameras in the 1950s. The company was an early entrant in the online retail space, launching OneCall in 1994.

OneCall pioneered a very successful service model to help customers make online electronic shopping choices.

Samuel Huppin - 9/15/1879 -- 7/10/1921

Samuel was born in Russia in 1879 and shipped over on the *Lucania*, arriving in New York on June 17, 1906. Naturalized as a U.S. Citizen on April 16, 1915, his WWI Draft Registration Card, 1917-1918, identifies him as a tailor, with his proprietorship at 303 Main Avenue in Spokane. [Note: both records cited above have a consistent birth date, and the arrival date in the U.S. is stated by Huppin on his Naturalization Document. The Death Notice below is two years off on his age, and three years on his arrival date.]

A Death Notice was published in *The Spokesman-Review* on July 12, 1921.

"DEATHS AND FUNERALS" (p7/c3)

Huppin – Samuel Huppin, age 40 died Sunday at the Deaconess hospital. Mr. Huppin came to the United States 12 years ago from Russia. He was a member of the B'nai B'rith, congregation Keneseth Israel and Elks. His wife and son arrived in Spokane two weeks ago from Russia. He is survived by his wife, Sarah; a son, Abe; two brothers, Morris and Naten, and a sister, Mrs. Kalin. Funeral will take place today at 3:30 o'clock from the Shule [sic] at Fourth and Adams to Mount Nebo cemetery. The body is at Smith & Co.'s.

Abraham Jacob Huppin - 5/15/1904 -- 7/18/1986

The Death Notice and Obituary were published July 18, 1986 and are included in a clipping compilation and publication by Members of the Eastern Washington Genealogical Society. (1993) [Note: members of the Society at the Spokane Public Library were instrumental in locating information used in this section.]

Abe Huppin

Abe Huppin, senior partner in Huppin's Photo Hi-Fi & Video, W419 Main, died Friday [7/18] at Deaconess Medical Center. He was 82.

Service for Mr. Huppin will be at 11 a.m. at Hennessey-Smith Funeral Home. Burial will follow at Mt. Nebo Cemetery.

Born in Russia [5/15/1904], he came to Spokane with his mother in 1921 to join his father, Sam Huppin, who founded Huppin's – first as a clothing store – in 1908. His father died shortly after their arrival and Abe Huppin took over management of the store. It was diversified into photo, camera and tape recorder lines shortly after World War II and now is operated by the fourth generation of the Huppin family.

Abe Huppin served as secretary of the Hebrew Free Loan Society for 50 years and was a past president of Keneseth Israel Synagogue and B'nai B'rith. He also was a member of Temple Beth Shalom and Spokane Elks Lodge 228.

His wife of 60 years, Marian (Rosen) Huppin died last October.

Survivors include two sons, Sam M. Huppin and C. Eugene Huppin, both of Spokane; one daughter Betty Rose Williams of Salem, Ore.; one brother, Sam I. Huppin of Spokane; and 10 grandchildren.

The Spokesman-Review published Samuel I. Huppins obituary in its January 27, 2008 edition.

"Samuel [Issac] Huppin, son of store founder, dies"

Longtime Spokane resident and pioneering retailer Samuel I. Huppin has died. He was 85.

Huppin, patriarch of the Spokane-based Huppin's Hi-Fi, Photo and Video, had been in failing health and died Friday at a local hospital, family members said. He was a driving force in the store's early expansion into consumer electronics and had continued to work at the family business four days a week until about a month ago.

"Big Sam was one of the most kind and generous people you'd ever meet in your life," said his great-nephew and business partner, Murray Huppin.

He was the son of the store's founder, Samuel Huppin, who immigrated to Spokane from Ukraine to open the first Huppin's in 1908. The store initially specialized in clothing and secondhand items.

Samuel Isaac Huppin was born March 31, 1922, in Spokane. His father died shortly before his birth, and his mother died when he was 11, so he was raised by his older brother, Abraham.

His brother's family called him Big Sam, because one of Abe's sons, who was only a few years younger than Big Sam, was also named after the store founder. The younger Sam is known as Little Sam.

Samuel I. Huppin was a graduate of Lewis and Clark High School. His nephew Eugene remembers him as a typical teenager who

happened to be 6 feet 3 inches tall and very handsome. "The girls adored him," he said. He played basketball as a freshman but soon decided to spend his afternoons working at the shop.

After high school, Huppin worked in men's clothing stores in Los Angeles and Las Vegas. While in Las Vegas, he worked in a men's clothier at the Flamingo Hotel and outfitted infamous gangsters, such as Bugsy Siegel and Gus Greenbaum, according to Eugene Huppin.

When he returned to Spokane in 1953, he joined his brother Abe at Huppin's, and the business expanded through the years to sell radios, cameras and electronics.

Murray Huppin, the son of Little Sam, said his great-uncle soon took over the financial affairs of the company. "He was just a smart guy and a very hard worker," Murray Huppin said. "He taught himself."

Although he had no children himself, family members say Sam Huppin loved his nieces and nephews and subsequent generations as if they were his own children.

"He loved his family," Eugene Huppin said. "And we loved him and honored him."

Murray Huppin remembers his great-uncle taking him to lunch at the Ridpath Hotel as a child. In later years, Big Sam let Murray borrow his Cadillac for the prom.

Eugene Huppin said that Big Sam was named for his father, because it is Jewish tradition to name a newborn after someone who has died. His middle name, Isaac, means "laughter" in Hebrew.

"Maybe that's why he could almost always appear to be happy," he said.

Sam Huppin was preceded in death by his longtime companion, Betty Bone. Survivors include his niece, Betty Rose Williams; two nephews and their wives, Sam M. and Norma Huppin and Eugene and Gerry Huppin; 10 great-nieces and great-nephews, including local residents Joel and Chris Huppin and Murray and Leslie Huppin. He also had 20 great-great-nieces and nephews.

Funeral services will be held at 1:30 p.m. today at Heritage Funeral Chapel, 508 N. Government Way. Interment will follow at Mount Nebo Cemetery.

Sam M. Hupp (01/18/1927 - 03/02/2012) Obituary

Published in Spokesman-Review from Mar. 3 to Mar. 4, 2012

Entered into rest March 2nd in Palm Springs, California surrounded by his loving family. He was born January 18, 1927 to Abe and Marian Hupp in Spokane, Washington.

Sam attended Lewis and Clark High School and graduated from Washington State College with a degree in Aeronautical Engineering. He was proud to be a lifelong devoted Cougar! While at school, he co-founded a chapter of Sigma Alpha Mu fraternity which brought him great joy throughout his life.

Upon graduation, Sam went to work for the Boeing Co. in Seattle followed by service in the United States Army. As an engineering instructor at Aberdeen Proving Ground in Baltimore, MD Sam had an opportunity to sightsee all along the eastern seaboard which sparked an enduring love of travel.

Following his military service, Sam passed through Spokane intending to go back to Seattle but never left. He joined his parents and uncle, Sam I. "Big Sam" Hupp in the family business that was founded in 1908 by his grandfather, transforming it from a men's clothing store and pawnshop into a camera and electronics retail store. He was an early entrepreneur in the consumer electronics industry putting Hupp's, now a 4th generation business, on course to become the company it is today. At work, more than anything, he loved to talk to his customers to share a story or tell a joke.

Sam was a longtime member of Downtown Spokane Rotary Club 21 and was a past-president of the Spokane Executives Association. He was past-president of Congregation Keneseth Israel and was a founding member of Temple Beth Shalom.

He is survived by Norma, his wife of 54 years; and his son Murray and wife Leslie of Spokane; and daughter Rochelle of Santa Monica, CA; as well as by grandchildren Melissa and Kaitlin Hupp of Seattle, and Samantha, Abraham and Lea Fleck of Santa Monica. He is also survived by brother Gene and his wife Gerry of Kirkland, WA; and sister Betty Rose Williams of Salem, OR.

Funeral service will be held at 1PM Sunday, March 4th at Heritage Funeral Chapel with burial to follow at Mt. Nebo Cemetery.

Melvin Dutich - 9/8/1890 to 10/2/1979

The Spokesman-Review published the death notice of "**Melvin Dutich**" (1890 to 1979) in the October 5, 1979 edition.

Melvin was the son of Moshe Taitch and Ida Taitch [immigrated from Russia], wife Anna. "Funeral for Melvin Dutich, 89, retired Spokane pawnbroker who founded Dutich Jewelry and Loan in 1915, will be at 11 a.m. today at Smith Funeral home. Mr. Dutich died Tuesday in Santa Monica, Calif., where he had lived the last 10 years. [Mt. Nebo Cemetery has the dates on his grave stone, 9/8/1890 to 10/2/1979.] His wife Anna died in 1970. Daughter Pearl Dutich, born 1923 in Spokane, and married to Robert Singer."

Melvin Dutich was listed for the first time in the 1915 Spokane City Directory (Polk) as a salesman with residence at W1614 Fifth Avenue. His first business listing was "clothing" at 229 West Main Street in the 1917 Polk. He was listed at this address as either "clothing" or "2nd hand goods" (wife Anna) through 1922. In the 1924-24 directories his "men's furnishings" shop was at 239 West Main, and at 413 West Trent in 1928 where he operated until 1933. He then moved to 417 West Main as "Dutch Loan Office," pawnbrokers. Melvin moved to California around 1972 and his daughter Pearl and husband Robert Singer took over the business and would remain as Dutch's at this location until 1987.

Robert Singer and Pearl Singer

Robert Singer - 11/21/1919-1/6/1998

Robert "Bob" Singer, 78, born in Pittsburgh, Mr. Singer died Tuesday 1/6/1998. He served in the 851st Aviation Engineers Regiment during World War II. Mr. Singer moved to Spokane in 1947 and became a partner and then owner of Dutch's Inc., a pawnshop. He was a longtime shammes of Mount Nebo Cemetery, member of Keneseth Israel Synagogue, Temple Beth Shalom, the Elks Club and B'nai B'rith and was a Hadassah associate. Mr. Singer was a volunteer for KPBX Public Radio and the Ronald McDonald House. He was also a longtime fund-raiser and active supporter of the Spokane Food Bank and also spent time performing mitzvot for those less fortunate. Survivors include his wife of 54 years, Pearl; three sons, Gary and Richard Singer, both of Spokane, and Allen Singer of Orinda, Calif.; and five grandchildren. (Mount Nebo Cemetery: 11/21/1919-1/6/1998).

Pearl Singer - 7/7/1920-9/15/1999

Pearl Singer, daughter of Melvin Dutich, passed away September 15, 1999. Mrs. Singer was born in Spokane in 1920. She volunteered with

the Victim-Witness Office, Spokane Food Bank, Ronald McDonald House, Project Joy, Spokane Public Radio, B'nai B'rith Dolls of Democracy Program and the Holmes School Reading Program. In 1998, Mrs. Singer and her husband received the J.C. Penney Golden Rule Award for community service. She was a member of Temple Beth Shalom, B'nai B'rith Women, Hadassah, and Keneseth Israel Synagogue, where she also was secretary. Her husband Robert Singer, died in 1998. Mrs. Singer is survived by three sons, Gary and Rick Singer, both of Spokane, and Allen Singer of Orinda, Calif.; and five grandchildren. (Mount Nebo Cemetery: 7/7/1920-9/15/1999).

Doug Clark wrote about Gary Singer after his death on February 1, 2013.

"Clark: Dutch's pawnshop will close, but Gary Singer will live on." (online version)

Gary Singer's crazy sign still draws double-takes and belly laughs from those who pass the storefront at 415 W. Main Ave.

Surly staff.
Poor selection.
High prices.
Terrible quality.

But these days some new signs are causing an even bigger stir. Taped to the front windows, the small signs declare a shocking message in scarlet: "Closeout Sale."

There's no getting around it. What many of us hoped wouldn't happen is slowly and irrevocably coming to pass. By October's end, Dutch's Inc., Spokane's landmark downtown pawnshop and music store, will be history. There had been talk of keeping the business going after Singer's sudden death at home last February at age 66. But Singer's wife, Mary, explained that her husband was already planning to retire sometime next year and close the business that was started by his grandfather in 1915.

On February 15, 2013, Tom Sowa, of *The Spokesman-Review* would write: **"Singer, owner of pawn and music shop Dutch's, dies"** (online)

Gary Singer, owner and operator of downtown musical instruments store Dutch's Inc., died early this morning. He was 66.

Singer joined the family-run pawnshop and musical instrument store in 1971. He left graduate school to help his father, Bob Singer, run the business but eventually earned a master's degree in

economics from the University of Oregon.

He was the third generation of family members to run Dutch's Inc., which has been in business for 98 years.

His grandfather, Melvin Dutich, opened the first location on Trent Avenue.

Dutich later moved the store – named Dutch's to simplify the pronunciation – to 415 W. Main Ave. Gary Singer took over the business when his father retired in the 1980s. Singer was found dead Friday morning in his home. Singer's younger brother, Rick, said the family doesn't know the cause and Gary Singer had not reported having any medical problems. [Note: the store was moved by Robert and Pearl Singer, and Gary Singer ca. 1985, Dutich had passed away in 1979.]

Singer was a longtime supporter of the Spokane Food Bank, which later became Second Harvest Food Bank. He served on the nonprofit's board and worked to raise community awareness

Pawn Shops in Downtown Spokane

The following articles discuss the business of pawnbrokers in downtown Spokane as sort of the end of an era. With the closure of Dutch's on Main Avenue and RE Loans on Riverside Avenue, Millman's is the only operating pawnshop in downtown Spokane in 2015. Main Avenue had historically been the center of the pawnbroker business in downtown Spokane—Main Avenue-Washington Street was the center of activity. The number of pawn businesses over the years between 1900 and 2000 ranged between six and ten, with a spike of thirteen in 1910. In 1910, for example of the thirteen pawnshops listed in Polk, four were on Main and two each on Washington and Stevens. The grouping of 300, 400, and 500 blocks of West Main, Trent, and Riverside was the center of the pawn world. In 1920, for example, of six pawnshops, four were on Main, and three on the west 400 block—Uncle Oscar's at #411, Mark Soss at #417, and National Loan Office at 419½. In 1935 all eight of the pawnbrokers had Main Avenue addresses, and half those in the west 400 block. Abraham J. Huppin was at #310, M&H Loan Office at #411, Dutch Loan Office at #417, Victory Loan Office at #421, and Inland Loans at #431.

In 1967 (3/26), Jerry Wigen of *The Spokesman-Review* wrote about the change in the business climate for pawnshops in downtown Spokane: **"Oldtime Pawnshops Fading From Scene in Spokane."**

The pawnshops that once did a thriving business on Trent are now boarded-up buildings. Some are gone forever, along with the tattoo

parlors, the clip joints and the houses of ill-repute. Others have moved to Main Avenue. Most of them aren't the same. Only one has the traditional three-ball symbol above the door."

"Boisterous Crowd Gone"

Where once they catered to drinking, boisterous lumberjacks and miners, today their clientele, to use the words of one broker is "legitimate and respectable." Robert Singer, who operated Dutch Jewelry and Loans and contends that his shop is the oldest in Spokane, said most of those who come into a pawnshop today are persons with good jobs.

"They run short of money and need a few dollars to tide them over. Ninety per cent of them retrieve the item within 90 days," he said.

... The rates they charge are fixed by state law and even if they are slightly higher, no one complains because the broker is providing a service.

"Some of our customers can't get loans from banks or loan companies, because of bad credit or else they don't want to bother with all the red tape," one broker said.

Less than 10 a Day

Abe Huppin, owner of Huppin's Pawnbroker & Military Supplies, has been in the business since 1921. He specializes in camera and hi-fi equipment and says that his pawnshop business is a very small part of his overall business.

Huppin is one who believes that the banks and loan companies have made pawnshops almost obsolete. Once, he said, 50 to 75 persons a day would come in for loans. Now it is less than 10. He contends, however, that there is a need for the type of service the pawnbroker provides.

Aid in Recovering Property

... Henry Millman, Millman Jewelers & EZ Loans, has been in the business for 46 years. He is affectionately called the "mayor of Main Avenue." ... Millman recalls that years ago the lumberjacks used to steal shoes from sidewalk displays. The shoplifters who come into the store now steal everything, he said.

In September 1989, Barbara Dickson explained the role of pawnbrokers for the *Spokane Journal of Business*: **"Pawnbrokers even out customer's cash flow."**

"Gary Singer practices what a banker friend of his calls "asset-based financing." Singer who owns Dutch's Inc., a downtown Spokane pawnshop founded by his grandfather, Melvin Dutich, in 1915 (Dutich) dropped the "l" in the business's name when no one pronounced the name correctly.

Singer says Dutch's long history is typical of Spokane pawnshops. Sporting an economics degree from the University of California at Berkeley, Singer says the "collateral loan business" has been around "at least since the house of Medici" – a prominent Italian family in the 14th through the 16th centuries—and remains stable because it continues to meet a need.

"The pawnshop makes economic sense," says Singer. "A wide variety of people across the economic spectrum whose incomes fluctuate use pawnshops to even out their cash flow."

Singer, Rick and Carlin Taitch, the owners of Washington Jewelry & Loan formerly on Washington, around the corner) and Jeff Levitch, the owner of Evergreen Jewelry & Loan, Inc. say that the loans they make average \$50 to \$60.

The *Spokane Journal of Business* updated the pawnshop business in Spokane "**Soft Economy gives pawnshops bump**" on February 21, 2008.

While the U.S. grapples with a shaky economy, many people here increasingly are turning to one of the oldest professions to fill some of their more humble financial needs. They're putting up everyday items as collateral and obtaining short-term cash loans from pawnbrokers, who fill a niche for such customers.

You do see more people when the economy gets softer, says Gary Singer, third-generation owner of Dutch's Inc., a pawn store at 415 W. Main in downtown Spokane. When times are really good, people don't need loans as much.

Lending in the pawn business is countercyclical, says Singer, who expects business to pick up even more this year as talk of the slowing U.S. economy continues. ... Singer says his customers are more likely to need money for rent, car repairs, or necessities like coats for their children, than for mortgage payments.

Larry Karlson [Axels Pawnshop] says most pawn customers are working or in a seasonal layoff, and they have some assets, but not much credit. Though he says many now have debit cards, they

don't have the bank balances to back them up.

We're a community bank. There's no question in my mind that we are important. We are a small community bank, says Mark Lax, president and owner of Pawn 1 Inc., a Spokane-based chain of a dozen pawn stores. ...

As much as pawnshop operators are small-time lenders, they also are, by necessity, salespeople, since the nature of their business results in an inventory of defaulted loans. ...

Karlson says the terms of pawn loans are strictly regulated by Washington state law, which defines the maximum allowed fees and interest and the minimum length of time for a loan. He says that on a \$100 loan, for example, there is a \$16 loan origination fee, and \$3 in interest accrues every 30 days, so at the end of 90 days, which is the minimum time a pawnshop must give a borrower to repay a loan, the total cost to the borrower for the loan would be \$25.

As a percentage rate its high, but as a dollar amount it's not that high, Karlson says. If the loan isn't paid off, the item becomes the property of the pawnshop, which puts the item up for sale. Collateral for such loans comes in all shapes and sizes, from musical instruments to moose antlers. If it doesn't eat and you can fit it through the door, you can pawn it, but only if the shop operator believes he could sell it if he had to, Singer says. It gets down to the very basics of what something's worth, says Singer. It's hard to make a loan on sentiment. ...

The more money a paw shop loans, the less likely a customer is to default on a loan, Karlson says. He says his customers most often reclaim their assets within the 90-day term of a loan. He says the default rate on pawned items is about 15 percent, with up to half of customers failing to reclaim collateral from smaller loans of say, \$10. On loans of \$100 or more, however, the default rate is only about 5 percent. Craudell says he anticipates about a 40 percent default rate on the 40 to 80 loans that the Double Eagle store he manages makes each day. Singer says 85 percent to 90 percent of the items pawned at his shop get reclaimed. ...

Despite the important service pawnbrokers claim they provide to working people who often can't secure credit in more traditional ways, the trade struggles with unfavorable public perceptions. Yet, store operators here contend the pawn business is the most-

regulated type of business in the state. ...

Despite the heavy regulation, Spokane has a lot of pawn stores per capita, Karlson says. He estimates there are about 25 pawnbrokers in the Spokane area and says about as many pawn shops operate in downtown Spokane as in far bigger downtown Seattle.

Of the pawn stores here, most are small, family-owned businesses, Karlson says. That's how the Pawn 1 chain began 30 years ago, Lax says. Singer's family has operated Dutch's since 1915, and Larry Karlson started Axels with a third brother and his father in 1990. Double Eagle is a family-owned business also. ...

It's competition, says Singer, but he asserts that pawnshops make straightforward loans that don't damage the borrowers ability to get cash in the future even if they don't repay the loans. He contends that payday-loan establishments are less likely to offer another loan to someone who defaults, whereas if his customers don't reclaim items against which he has loaned them money, because he can sell their collateral, he can still offer them loans later. ...

For most pawn stores, the sales side of the business is as important as the loan side and generates similar revenues. In Dutch's, for example, the blue neon sales sign is hung right next to the red neon loans sign. ... Singer says more than half of his business comes from repeat customers. You see the same people with the same items, he says. Singer's store has emphasized music and has an instrument repair shop on site. He says it has gravitated toward that inventory emphasis because many musicians are strapped for cash at one time or another. ...

On December 9, 2013, Jessie Tinsley would write for *The Spokesman-Review*, **"Then and Now photos: Pawn shops on Spokane's West Main Avenue"**

In the 1962 photo below, a sign on the left reads "E-Z Loans." The building was occupied by Millman Jewelers and E-Z Loan, a shop started by Henry and Sadie Millman in 1929, next door to the store's current location at 407 W. Main Ave. in Spokane. Henry Millman was born in Romania in 1900 and came to America at age 5. He became a skilled watchmaker and jeweler, and operated his store for almost 45 years. At one time, it sat next to Dutch's, in the old Ulrich's Cafe, and Huppin's, both of which operated as pawn shops at one time. This year, Huppin's consolidated its audio, video and photography showroom to its North Division Street location, and Dutch's went out of business following the death of owner Gary Singer, leaving Millman E-Z Loan as the last pawn shop on the block. All three businesses were owned by members of prominent Jewish families from the Spokane area. Annette Silver, who was once married to a grandson of the Millmans, has been running the Millman shop for the last 32 years. She uses Henry's watch repair cabinet as a shelf. She hopes the two empty buildings next door find tenants soon. "This whole block looks so dark. I miss the foot traffic from those places and I sure miss those guys over there" at Dutch's, she said. "They're a good bunch of guys." Henry Millman died in 1974, followed by Sadie in 1975.

Single Room Occupancy Hotel

The Rombeck Building is also significant under category C as a Single Room Occupancy Hotel (SRO). Although it is out of the time period included in the multiple property National Register Nomination "Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910," it meets the described physical characteristics of an SRO.

The preponderance of SROs were built in the CBD, defined approximately as lying between Division and Cedar streets on the east and west, respectively, and 3rd Avenue on the south and the Spokane River on the north. ...

Single occupancy hotels can be defined as unreinforced masonry structures of two or more stories, with commercial bays on the ground or street level, and the upper floor consisting primarily of single rooms without baths, with a limited number of rooms with baths. Some SROS had no rooms with baths, but all were equipped with at least one common bath (toilets and tub) on each floor. Some rooms had sinks, but not all. Hinged glass transom above doors helped provide ventilation. Skylights and light wells lit interior rooms

and occasionally hallways on upper level floors. A stairwell in front usually led to a lobby or managers desk on the second floor, although some lobbies and desks were on the ground level. Secondary stairways usually existed in the central or rear portions of the buildings, with fire escapes exiting rear hall windows. ...

All, or nearly all, single room occupancy hotels contained commercial and retail space in street-level bays. While some business leasing space in SROs dealt in goods and service unrelated to working class needs, most appear to have catered to the clientele housed in those buildings. Clusters of SROs, such as along West First Avenue, provided a market base for such enterprises as cafes, restaurants, barbers shops, beauty salons, hardware and grocery stores, and the inevitable bars and taverns. (Holstine, 1993)

While pool halls, restaurants, bars, and pawnshops operated on the ground floor, the second floor catered to a resident population, the itinerant worker typically wintering from the woods or the fields in Spokane. They were conveniently located above--after the end of prohibition in 1933--a place where liquor and entertainment were plentiful.

Entered from the Main Avenue front entry that is framed by a Classically detailed portico, and approached by a straight run of wooden steps, the rooms for rent occupied the second floor. A small reception lobby, single occupancy rooms, and a toilet/bath room down the hall, were characteristics of the SRO as defined in the National Register nomination. The Alexander Hotel would operate until 1983, and at the last listing in Polk, some twelve men occupied the 19 numbered rooms on the second floor [The 1983 Polk Directory included only enumerated room.]

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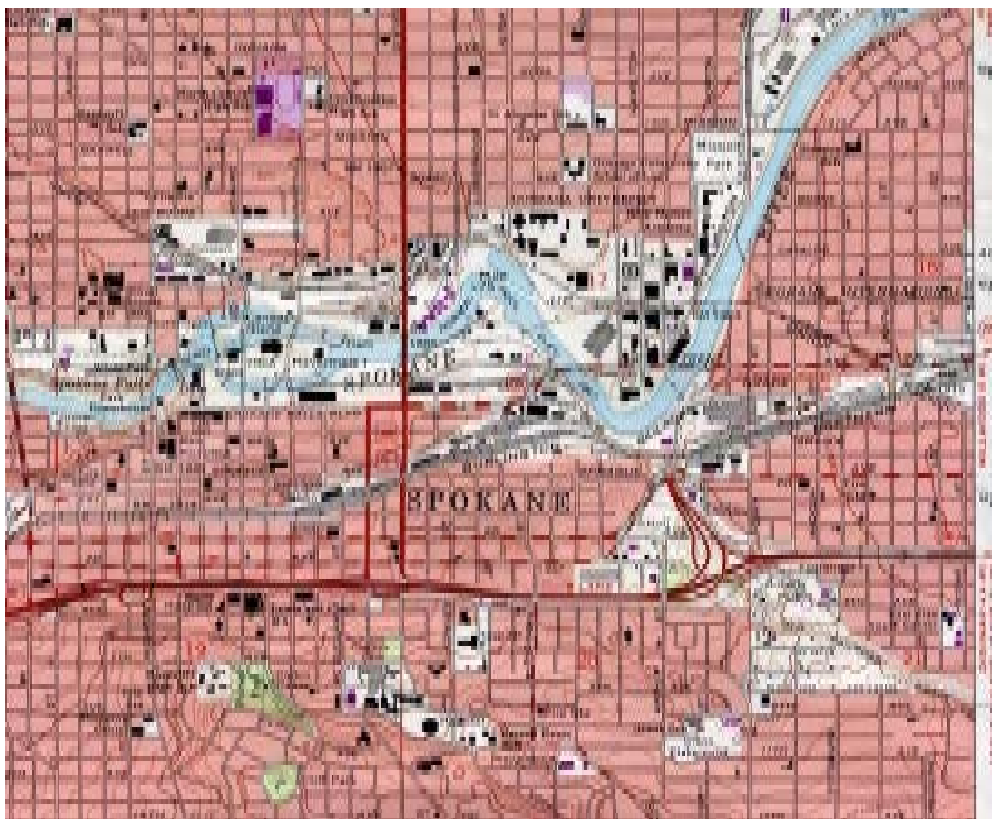
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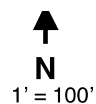
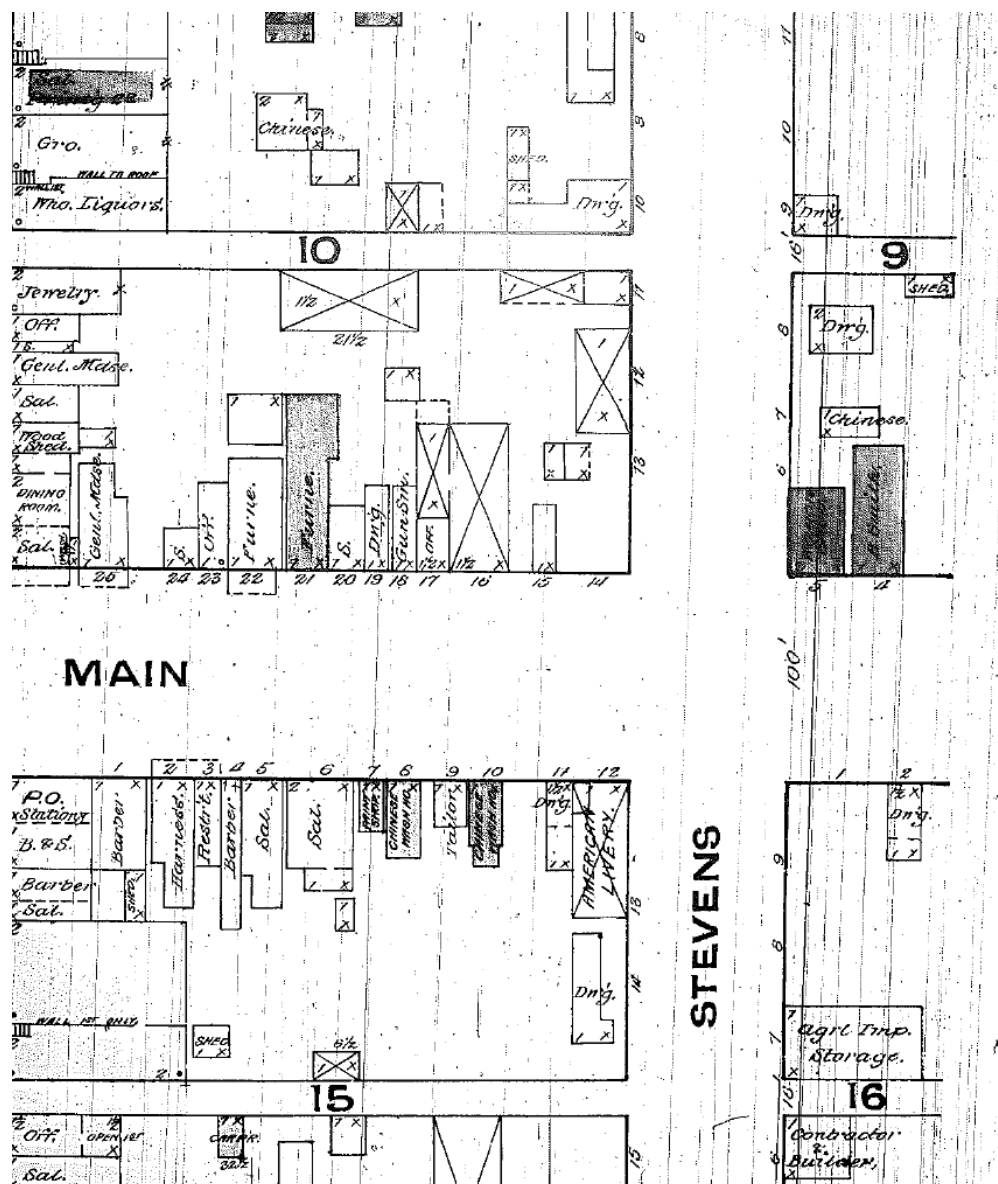
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MAPS, PHOTOS, NEWS ARTICLES



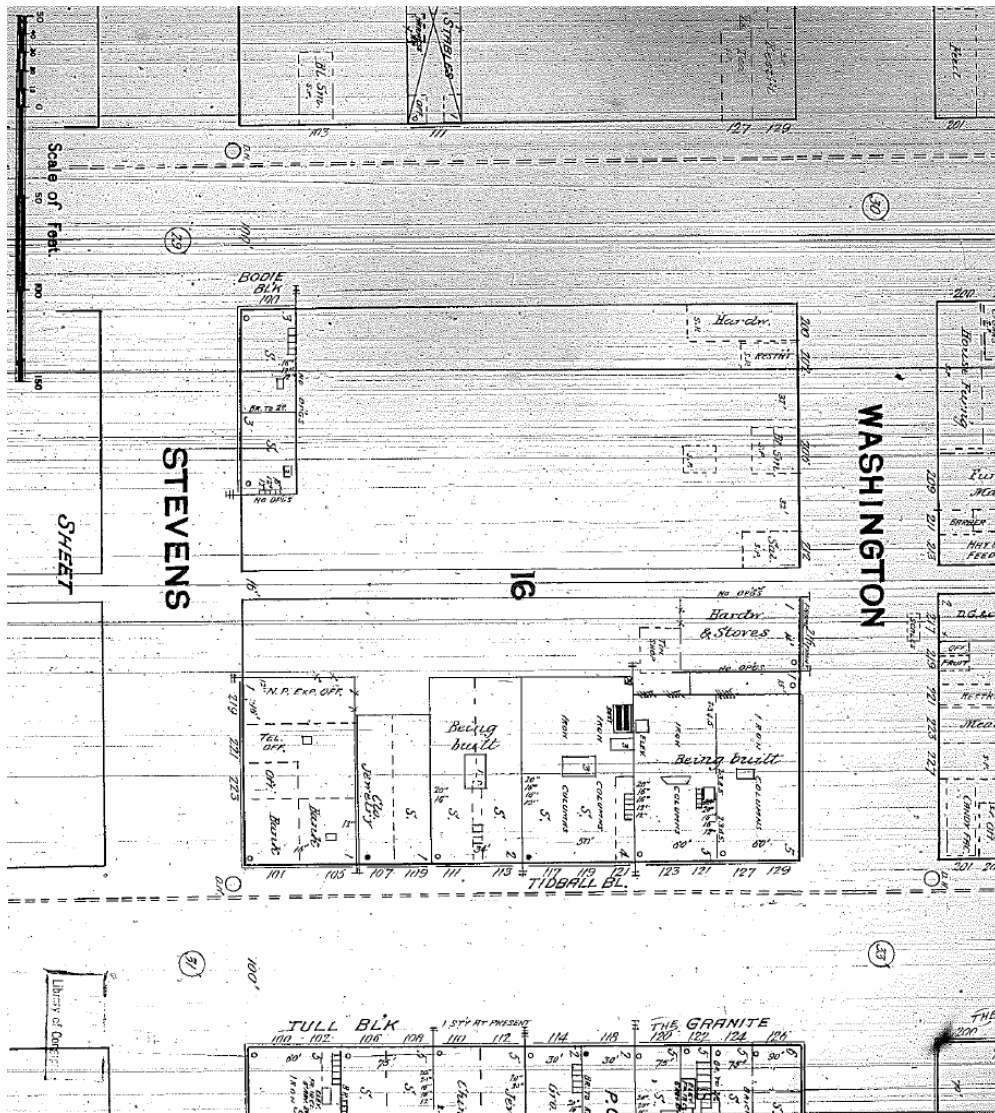
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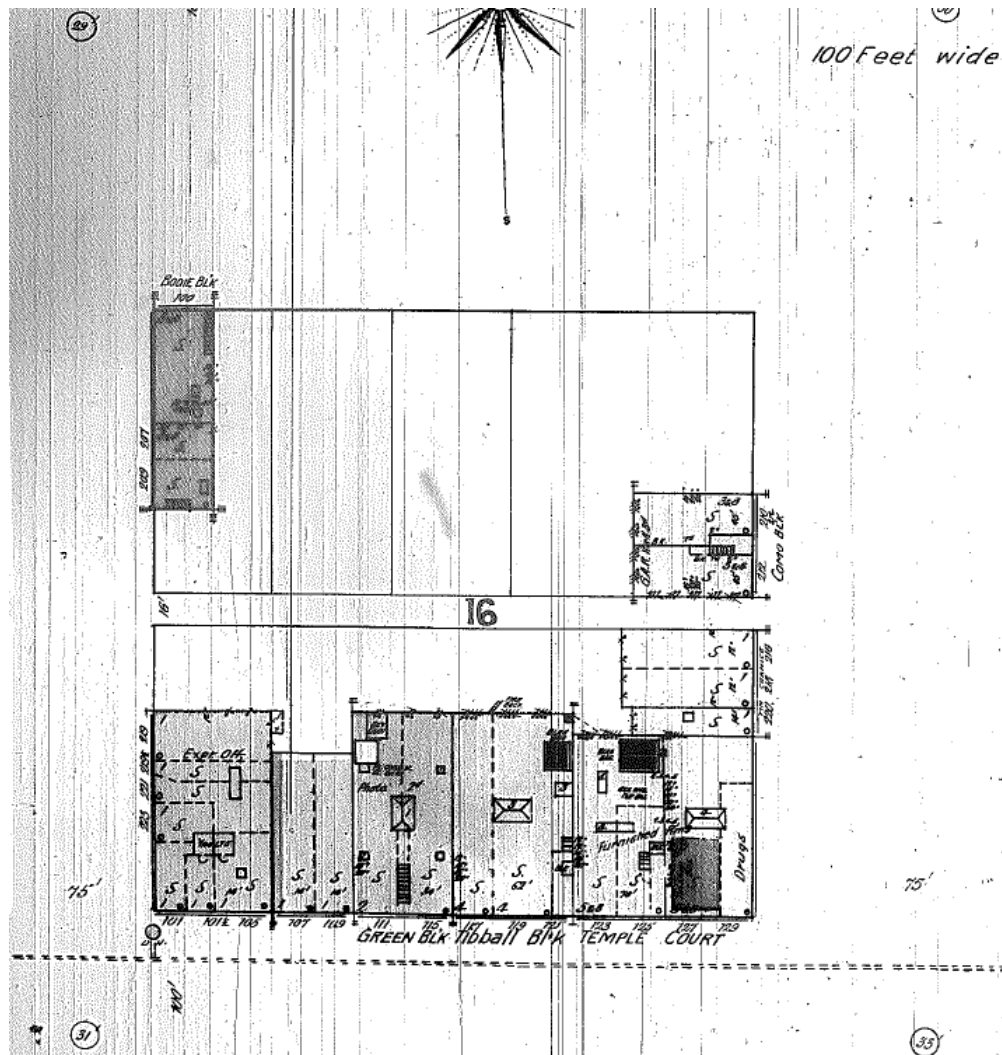


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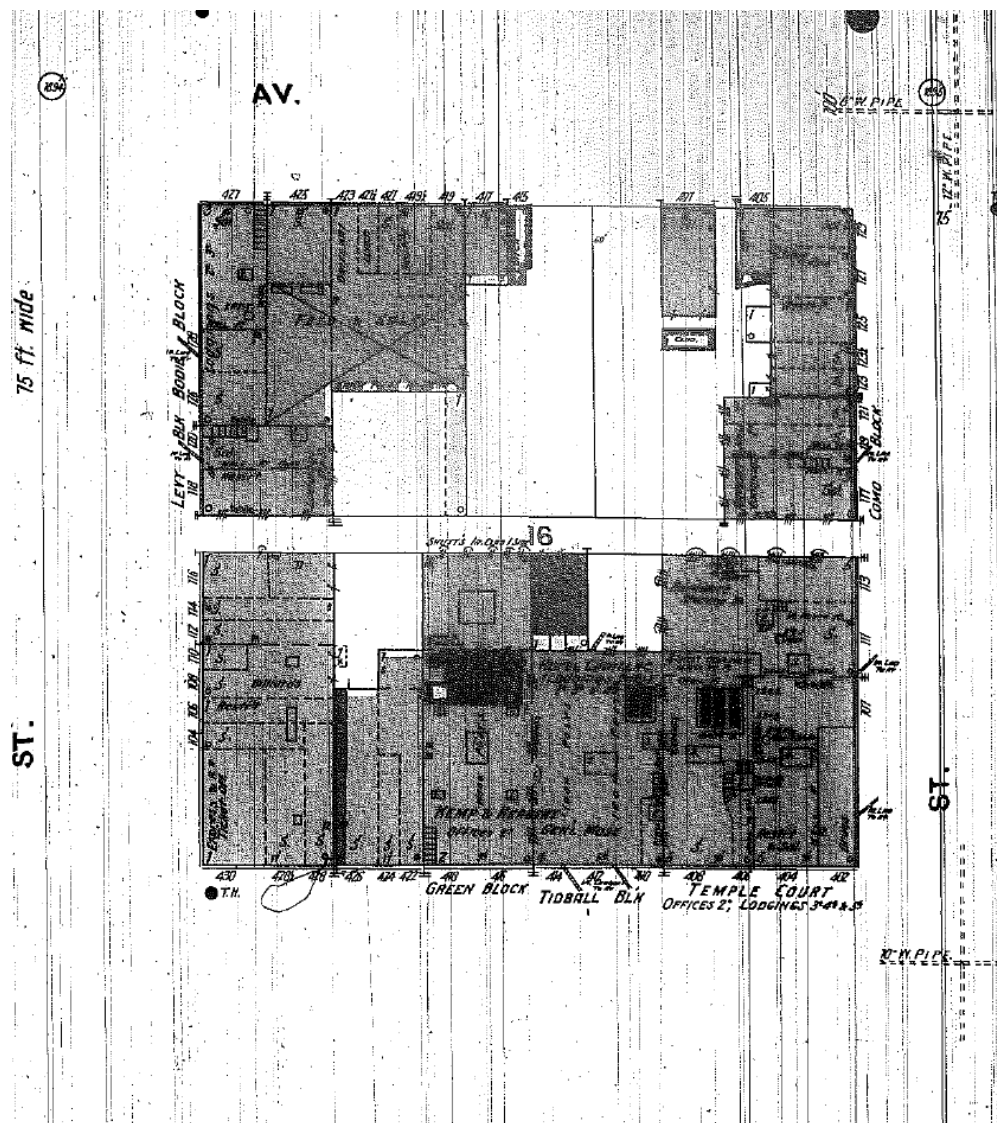
Sanborn Insurance Map – 1890 – page 4

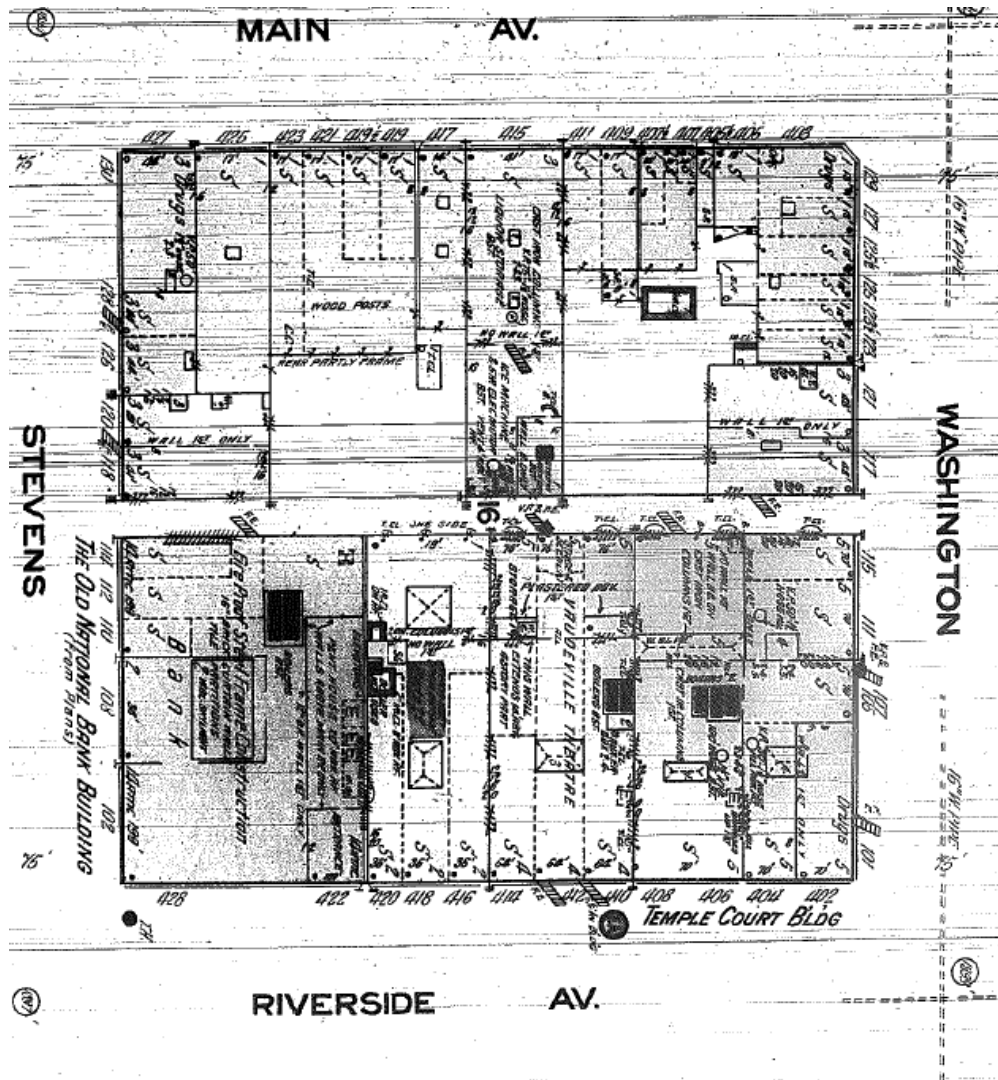
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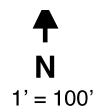
Sanborn Insurance Map – 1891 – page 5

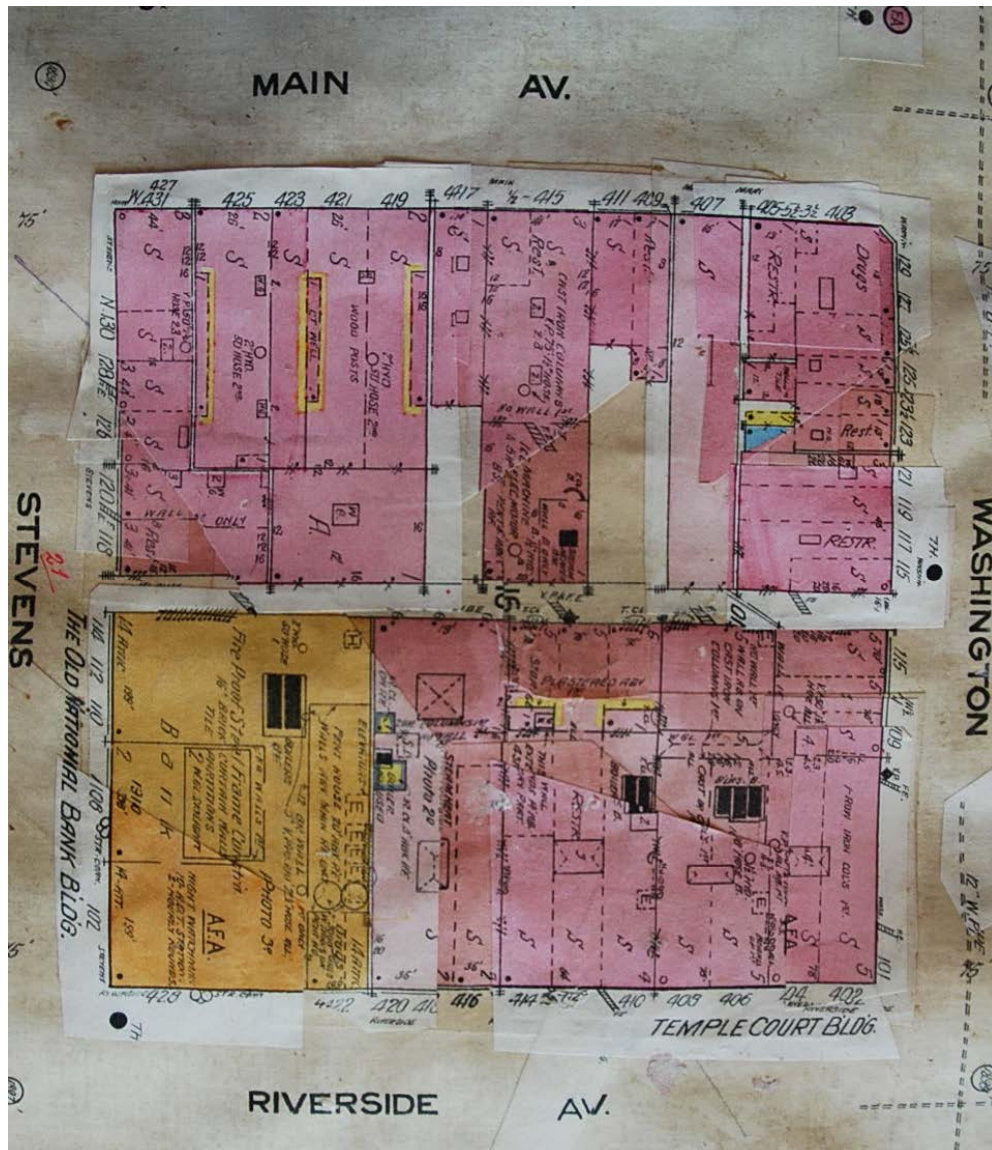
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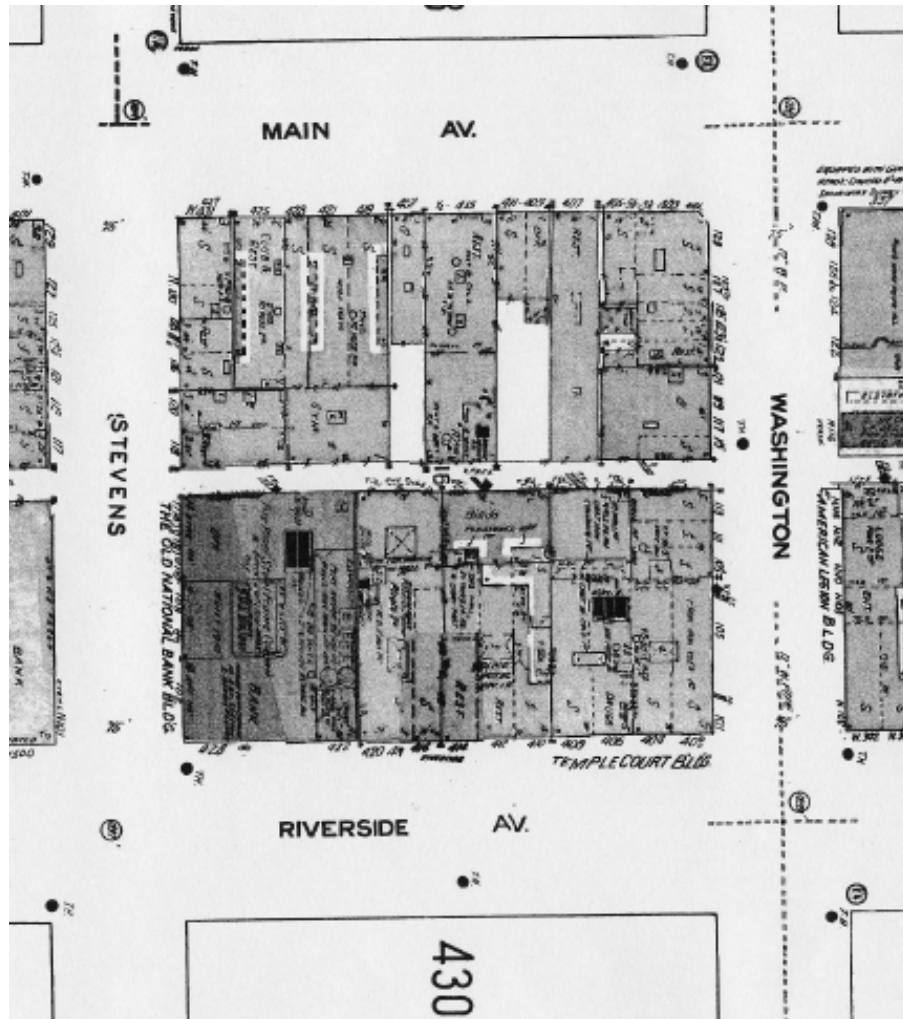


Sanborn Insurance Map – 1910 – page 429





to 1928— page 428



2- page 429

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N
1" = 100'

PHOTOS

EXTERIOR BEFORE AND AFTER



Photo 1 – Looking SE - Context Along West Main Avenue



Photo 2 – Looking SW - Context Along West Main Avenue

Before Photos



Photo 3 – Looking Southwest at Former Dutch's Building & Rombeck Building



Photo 4 Looking South at Huppins' Building

Before Photos



Photo 1 – Looking SE - Context Along West Main Avenue



Photo 2 – Looking SW - Context Along West Main Avenue

After Photos



Photo 3 – Looking Southeast at NW Corner of Rombeck Building



Photo 4 – Looking Southwest at NE Corner of Former Dutch's & Rombeck Buildings

After Photos



Photo 5 – Looking South at Former Dutch's Loans at 417 West Main



Photo 6 – Looking South at the Rombeck Building – 419-421-423-425 West Main

After Photos



Photo 7 – Looking South at 2nd Floor of Rombeck Building Showing Windows & Lantern



Photo 8 – Looking South at Entry to 423-1/2 in Rombeck Building

After Photos

PHOTOS

INTERIOR BEFORE AND AFTER



Photo 1 - Looking South from Main Entry Toward Retail Area – 421 W. Main



Photo 2 - Looking North Across Retail Bay Toward Main Entry

Before Photos



Photo 3 - Looking South at Retail Bay Along East End (Formerly 417 W. Main)



Photo 4 – Looking North Across Easterly Retail Bay (Formerly 417 W. Main)

Before Photos



Photo 5 - Storage Room at Rear of Retail Bays (South End)



Photo 6 - Basement Storage Area at South End of Building

Before Photos



Photo 7 - Looking South Across Landing and Up Stairs to 2nd Floor

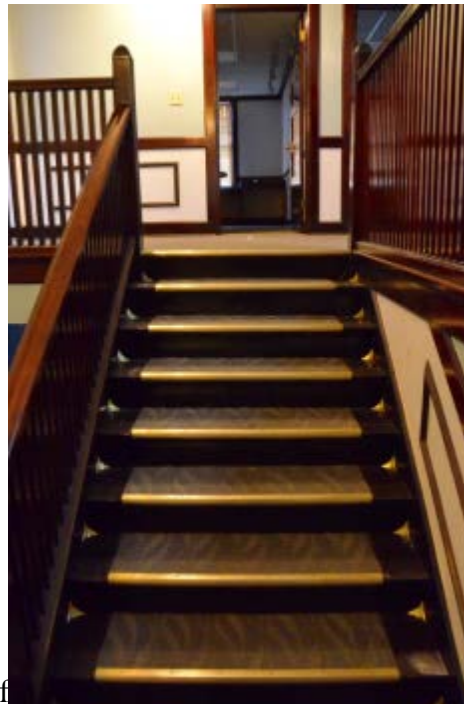


Photo 8 - Looking North From Intermediate Landing to 2nd Floor Lobby

Before Photos



Photo 9 - Looking East Along Main East-West Hallway



Photo 10 - Looking South at Central Light Well

Before Photos



Photo 11 - Looking North Toward Rear of Typical SRO Room



Photo 12 - Looking Toward Closet and Door to Hallway - Typical SRO Room

Before Photos



Photo 1 - Looking South @ Wollnick's East Bay (Originally 417 West Main)



Photo 2 - Looking North Across West Bay Toward Front (Originally 419 West Main)

After Photos



Photo 3 - Looking South at JAAZZ Salon (Formerly 421 West Main)



Photo 4 - Looking NW at JAAZZ Salon

After Photos

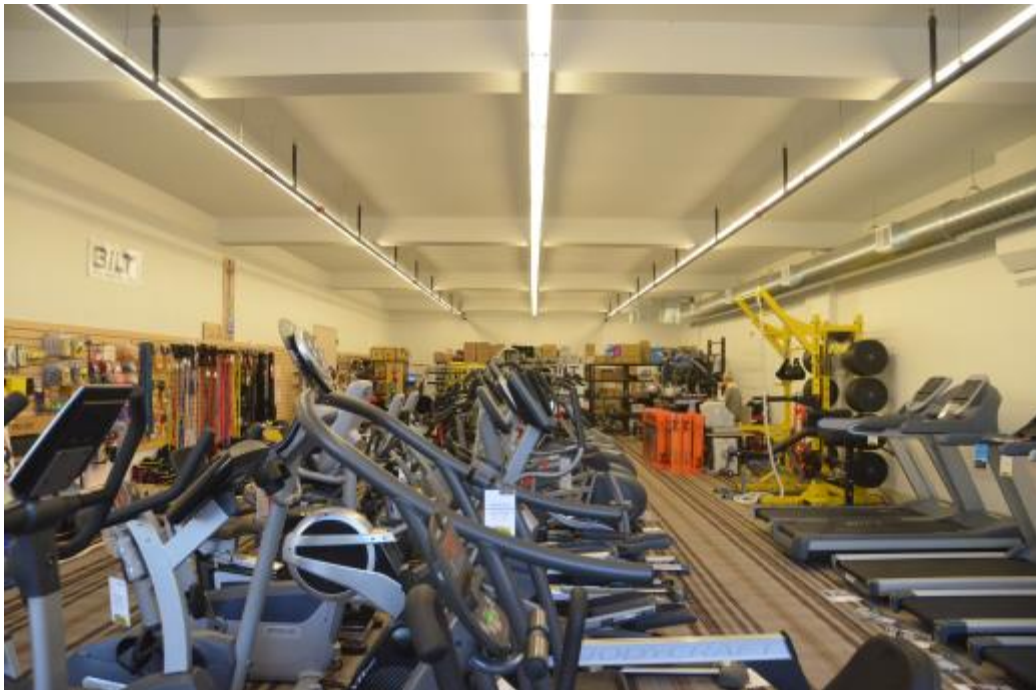


Photo 5 - Looking South Across Spokane Exercise Equipment
(Originally 423-425 W. Main)



Photo 6 - Looking North Toward Front of Spokane Exercise

After Photos



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/4/2015
Clerk's File #	OPR 2015-0928
Renews #	

Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	BRIAN 625-7002	Project #	
Contact E-Mail	BSCHAEFFER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	1970 INLAND NORTHWEST REGIONAL HAZARDOUS MATERIAL RESPONSE		

Agenda Wording

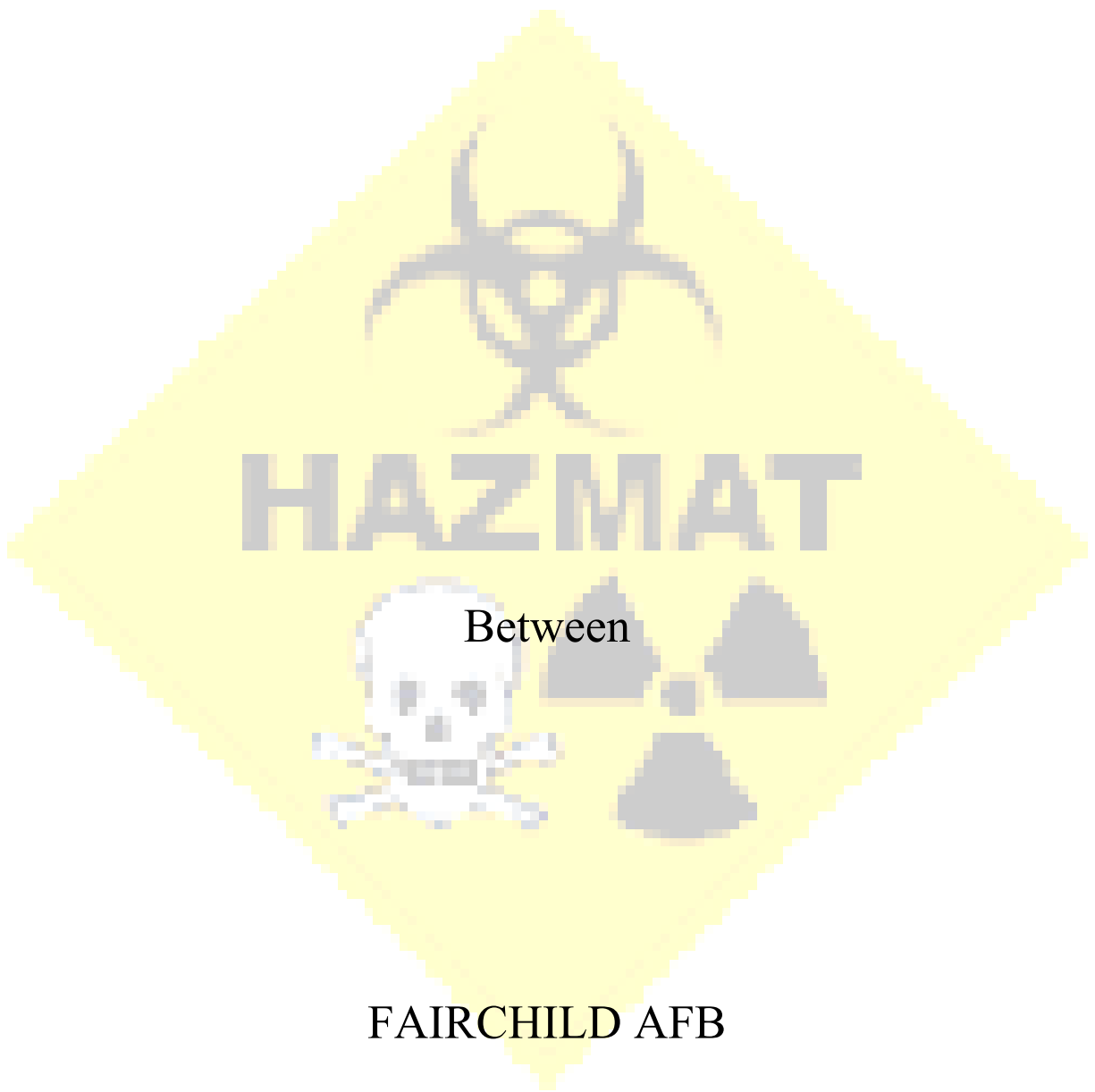
Mutual Aid Agreement with Fairchild AFB Fire Emergency Services (FES) Flight and Fairchild AFB Fire Emergency Management in the event of a disaster for which neither party has sufficient equipment or personnel to handle.

Summary (Background)

In the event of a hazardous material incident that requires the aid of equipment and personnel beyond that which any party of this agreement is able to provide for itself, all parties agree that at the request of any party, the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	WILLIAMS, BOBBY	Study Session	PSC 10/19/15
Division Director	WILLIAMS, BOBBY	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	Korlob@spokanecity.org	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

Inland Northwest Regional Hazardous Material Response Team Agreement



FAIRCHILD AFB
SPOKANE CITY HAZMAT TEAM
(INSERT OTHER AGENCIES)

THIS AGREEMENT, entered into this ____ day of _____ by the participating parties hereto:

WHEREAS, collectively the parties, and individually a party to this agreement, hereto desires to furnish mutual aid to each other in the event of a disaster, for which neither party may have sufficient equipment or personnel to responsibly handle, and,

WHEREAS, such a mutual aid agreements are authorized by Air Force Instruction, 10-2501 and RCW 39.34 Interlocal Cooperation Act .

-- NOW THEREFORE, the parties do mutually agree as follows:

ARTICLE I TERM

This agreement shall commence at 12:01 a.m. on _____, and continue through _____, subject to the right of each party to terminate sooner as provided herein.

ARTICLE II PARTIES TO THE AGREEMENT

A. The parties of this agreement include the following agencies:

1. Fairchild AFB Fire Emergency Services (FES) Flight
2. Fairchild AFB Emergency Management (EM) Element
3. Spokane City Hazardous Material Team
4. (INSERT OTHER AGENCIES)

ARTICLE III PURPOSE & SERVICES

A. In the event of a hazardous material incident that requires the aid of equipment and personnel beyond that which any party of this agreement is able to provide for itself, all parties agree that at the request of any party, the others will loan such equipment and personnel as the respective officials of the lending jurisdiction, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy.

B. Since time is of the essence during emergencies as herein referred, the authority to dispatch equipment and personnel, or call for assistance in accordance with the terms and conditions of this agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto.

C. The lending party shall be responsible for the delivery of said equipment and personnel to the location specified by requesting party.

D. All personnel committed and sent to an incident will be incorporated into the Incident Command System (ICS) organizational structure already being deployed at the incident site.

E. All resources dispatched, shall be returned upon demand of the lending party or when released by the requesting party upon the cessation of the emergency.

ARTICLE IV REQUEST PROCEDURES

A. Request for Assistance: The Incident Commander (IC) will be authorized to request assistance from any of the parties to this agreement when confronted with an emergency situation when resources are needed in excess of those available to his/her Agency. Requests will be sent to **(INSERT PROCESS FOR REQUESTING RESOURCES)**

B. Response to Request: Upon receipt of the request, the requested Agency will:

1. Determine what available equipment and personnel are available to respond to requesting party within **(INSERT TIMELINE)**.
2. If needed personnel and/or equipment are available, resources will be dispatched to the incident site as soon as possible.
3. If needed personnel and/or equipment is not available, immediately respond to the requesting party.

ARTICLE IV PAYMENT

No charge shall be assessed for services rendered by any party hereto.

ARTICLE V WAIVER OF CLAIMS

Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of either party, their agents, or employees hereunder.

ARTICLE VI TERMINATION

This agreement may be terminated by any of the parties upon thirty (30) days advanced written notice to the other parties.

ARTICLE VII INTEGRATION

A. This agreement contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this agreement shall be of any force or effect unless formalized in writing, and signed by the parties authorized representatives.

B. All parties will ensure that this agreement has been reviewed by the appropriate authority of each participating Agency.

C. In order to maintain a cohesive team environment, all parties further agree to:

1. Participate in an annual exercise, either Full Scale Exercise (FSE) or Table-Top Exercise (TTX);
2. Submit and maintain a list of available resources to (INSERT PERSON/PROGRAM);
3. Develop Standard Operating Procedures (SOP) which will aid all responses to hazardous materials incidents; and
4. Conduct a review of this particular agreement annually.

ARTICLE VIII COMPLIANCE WITH LAWS

In the performance of this agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations applicable to the subject matter of this agreement.

ARTICLE IX DEFINITIONS

A. Incident: Any actual or imminent threat of release, rupture, fire or accident that results, or has the potential to result, in the loss or escape of a hazardous material into the environment.

B. Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational

structure that reflects the complexity and demands of single or multiple Incidents, without being hindered by jurisdictional boundaries.

C. Incident Commander (IC): The authorized Agency individual responsible for all Incident activities, including the development of strategies and tactics as well as the ordering and release of resources.

D. Standard Operating Procedures (SOP): Complete reference document or an operations manual that provides the purpose, authorities, duration, and details for the preferred method of performing a single function or a number of interrelated functions in a uniform manner.

E. Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to Incident operations, and for which status is maintained.

F. Requesting Party: The Agency who requests resources from other signatory parties to this agreement; normally this will be initiated by the IC of the specific hazardous material event.

G. Agency: A division of government with a specific function, or a nongovernmental organization (e.g., private contractor, business, etc.) that offers a particular kind of assistance.

ARTICLE IX RCW 39.34 REQUIRED CLAUSES

A. Purpose: See ARTICLE III of the agreement.

B. Duration: See ARTICLE I of the agreement.

C. Separate Legal Entity: It is the intent of the parties that this agreement does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.

D. Responsibilities of the parties: See above provisions of the agreement.

E. Agreement to be Filed: The City shall file this agreement with its City Clerk. The other parties shall file this agreement or place it on its web site or other electronically retrievable public source.

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

G. Termination: See ARTICLE VI of the agreement.

H. Disposal of Property Upon Termination: All property acquired during the term of this agreement will remain the property of the Agency whom was responsible for payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

SIGNATURES OF AGREEING OFFICIALS

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/16/2015

<u>Date Rec'd</u>	11/2/2015
<u>Clerk's File #</u>	CPR 2000-0031
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	KATIE ROSS 625.6716
<u>Contact E-Mail</u>	KROSS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT OF CHERYL KILDAY TO THE LODGING TAX ADVISORY COMMITTEE

Agenda Wording

Appointment of Cheryl Kilday to the Lodging Tax Advisory Committee for a term of June 1, 2015 to June 1, 2016.

Summary (Background)

Appointment of Cheryl Kilday to the Lodging Tax Advisory Committee for a term of June 1, 2015 to June 1, 2016.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HOLLWEDEL, REBEKAH	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		rhollwedel@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	soberst@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

11/02/2015

<u>Date Rec'd</u>	10/21/2015
<u>Clerk's File #</u>	RES 2015-0117 OPR 2015-0920
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	ASSET MANAGEMENT
Contact Name/Phone	ED LUKAS 625-6286
Contact E-Mail	RLUKAS@SPOKANECITY.ORG
Agenda Item Type	Resolution
Agenda Item Name	5900 - SOUTH REGAL LAND PARCEL SALE

Agenda Wording

Purchase and Sale Agreement for a 1.96 acre City-owned land parcel near the southwest corner of South Regal Street and East Palouse Highway.

Summary (Background)

The subject parcel is rectangular (approximately 150' x 570') with the small side fronting South Regal. It is an undeveloped land parcel with the exception of a few concrete pads, a small utility building, and several power poles that are the remnants of a former satellite dish improvement. The City acquired the site in December 2013 as part of a trade with Spokane School District 81 during the sale of the Joe Albi stadium to the school district. QueenB Radio, Inc., a related entity to KXLY

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 899.668.09	#	5900 41520 99999 39510 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<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>	Exec. Council 10/12/15
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mhughes@spokanecity.org	
<u>Additional Approvals</u>		jahensley@spokanecity.org	
<u>Purchasing</u>		ldavis@spokanecity.org	
		rlukas@spokanecity.org	
		smsimmons@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

who owns the adjacent property to the south, presented a purchase and sale agreement to the City on September 18, 2015 to purchase the property for \$899,668.09, a sales price determined by prior negotiations with the City.

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

RESOLUTION 2015-0117

A RESOLUTION PROVIDING FOR THE SALE OF SURPLUS CITY PROPERTY.

WHEREAS, the City of Spokane is the owner of certain property located in the City of Spokane, County of Spokane, State of Washington, and more particularly described in the Purchase and Sale Agreement attached hereto as Exhibit A ("Property"); and

WHEREAS, the City of Spokane finds that the Property is no longer needed for a public use of the City of Spokane and is hereby declared to be surplus; and

WHEREAS, RCW 35.22.280(3) authorizes the City to dispose of surplus property upon commercially reasonable means; and

WHEREAS, the City has received an offer to purchase the property for fair market value, subject to a number of conditions, as reflected in Exhibit A.

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

1. The Property is hereby declared to be surplus City property no longer needed for the present and foreseeable public uses of the City.

2. The Mayor or his designee is authorized to execute the Purchase and Sale Agreement attached hereto as Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT "A"

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
City of Spokane Real Property

This Agreement is entered into as of _____ (the “**Effective Date**”), by and between the CITY OF SPOKANE, a Washington municipal corporation (“**Seller**” or “**City**”), and QueenB Radio, Inc., a Washington corporation (“**Buyer**” or “**KXLY**”), hereinafter referred to as the “**Parties**”.

Whereas, the parties are desirous of entering into an agreement whereby the Buyer will purchase property owned by the Seller and described in Exhibit “A” (the “**Property**”).

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property, which property is situated in the City and County of Spokane, State of Washington, and legally described in Exhibit “A” hereto, together with all of Seller’s right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the “**Property**”).

2. Earnest Money. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to First American Title Insurance Company in Spokane, Washington (“**Title Company**”), as escrow agent for the closing of this transaction, a promissory note payable to the City of Spokane upon satisfaction or waiver of Buyer’s contingencies under this Agreement, in the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80), to be paid or delivered as earnest money (the “**Earnest Money**”) in part payment for the Purchase Price of the Property. The Title Company will hold the Earnest Money for the benefit of the parties pursuant to the terms of this Agreement; provided, subject to section 15.3 herein below, if this Agreement has not been terminated prior to December 31, 2016, the promissory note shall become due and payable to Seller in cash on

or before December 31, 2016, and shall become a non-refundable fee that the City may treat as its own. Notwithstanding the above, at Closing the Earnest Money shall be applied to the Purchase Price.

3. Purchase Price. The purchase price for the Property (the “**Purchase Price**”) is EIGHT HUNDRED NINETY NINE THOUSAND SIX HUNDRED SIXTY EIGHT and 09/100 DOLLARS (\$899,668.09). The Purchase Price, including the Earnest Money, will be paid to Seller in cash through escrow at closing.

4. Adjustment of Price on Basis of Survey and Land Use Approvals. The purchase price has been negotiated based on the parties’ good-faith estimate that the Property comprises _____ square feet (or _____ acres). In the event the Survey (as defined in Section 5 below) shows that the Property contains more (or less) than the above square feet, the Purchase Price will be increased (or decreased) proportionately so that the final Purchase Price will be equal to the price per square foot multiplied by the actual number of square feet of the Property as determined by the Survey. The purchase price assumes that the Property may be used in a manner similar to the adjacent KXLY property (which is identified in the Development Agreement referenced in section 7.1.2, below).

5. Alta Survey. Prior to closing, Buyer may, at Buyer’s cost, secure a Survey of the Property (the “**Survey**”). The Survey will be made by a registered public surveyor acceptable to the Parties and will be prepared in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Congress of Surveying and Mapping and the American Land Title Association (the “**Survey Standards**”). Without limitation to the foregoing, the survey will show the location of all easements with recording numbers, all encroachments, if any, the zoning of the property, and whether any part of the Property is in a designated flood plain.

6. Title to the Property.

6.1 Conveyance. At closing Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged statutory warranty deed (the “**Deed**”), free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6.2 below (the “**Permitted Exceptions**”).

6.2 Preliminary Commitment. No later than fifteen (15) business days after the Effective Date of this Agreement, Buyer shall order a preliminary commitment for an owner’s standard coverage policy of title insurance (or, at Buyer’s election, an owner’s extended coverage policy of title insurance) in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the “Preliminary Commitment”). Buyer shall advise Seller by written notice of the

exceptions to title, if any, that are disapproved by Buyer ("**Disapproved Exceptions**") within fifteen (15) business days of receipt of the Preliminary Commitment and legible copies of all exceptions to title shown in the Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer.

If Seller elects not to remove any nonmonetary Disapproved Exemptions, Buyer will have ten (10) days from Seller's notice to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to either (i) elect to terminate this Agreement by written notice to Seller or (ii) proceed with the purchase, with an abatement of the Purchase Price equal to the actual cost of removing from title those exceptions not approved by Buyer, and to take the Property subject to those exceptions. If Buyer elects to terminate this Agreement under this Section 6.2, the escrow will be terminated, the Earnest Money shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Seller and Buyer shall share equally any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

6.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy must be dated as of the Closing Date.

7. Conditions to Closing.

7.1 Buyer's Conditions Precedent to Closing. Closing of this Agreement is subject to the satisfaction or waiver by Buyer of the following conditions. If the following conditions are not satisfied or waived prior to Closing, in Buyer's sole discretion, Buyer reserves the right to terminate this Agreement by delivering written notice of termination to the City and the Title

Company, whereupon the Earnest Money shall be returned to KXLY, subject to the provisions of Section 2 above.

7.1.1 Title Policy. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 6.3;

7.1.2 Land Use Approvals. Applications submitted by KXLY for a Comprehensive Plan amendment, rezone of the Property and binding site plan shall have received final approval, authorizing use and development of the Property generally and substantially consistent with the approvals previously received by Buyer, as documented in the KXLY Development Agreement recorded under Spokane County Auditor's file no. 5865674 ("**Land Use Approvals**"); provided, SEPA and/or other mitigation conditions will be determined at the time of application pursuant to established City procedures. KXLY reserves the right to determine whether the mitigation is reasonable or consistent with the matters contained in the above development agreement; provided, this reservation shall be exercised in good faith. "Good faith" means that the City Land Use Approvals provide for the reasonable use and development of the Property in a manner similar to other adjacent properties without conditions that materially: (1) affects the amount of Property available for commercial development in Buyer's reasonable business judgment, or (2) increases the cost to develop streets, sidewalks, paths, landscaping and similar public improvements on the Property. "Final approval" means all administrative, quasi-judicial, and judicial appeals have been exhausted or waived with no further right to litigate the Land Use Approvals.

KXLY shall, at no cost or expense to the City, submit an application to the City for the Land Use Approvals no later than October 31, 2015, and shall diligently pursue approval of the same according to the procedures set forth in chapter 17G.020 of the Spokane Municipal Code. KXLY shall be solely responsible for: (a) submitting and assuming the cost of the Land Use Approvals, provided KXLY may, upon written notice to the City, terminate or withdraw the applications for Land Use Approvals subject to the good faith standard or if the approvals become economically unfeasible in KXLY's business judgment; (b) submitting an application for the Land Use Approvals during the 2016 Comprehensive Plan review period; and (c) satisfying any required mitigation and/or conditions of approval, and preparation of site plans and construction documents for any improvements on the Property, and shall be solely responsible for development of improvements on the Property. To commence the City land use review process, the City, as owner of the Property, shall sign such application documents as are reasonably necessary to commence the review process for the Land Use Approvals.

7.1.3 Condition of Property. There shall have been no material adverse change to the Property on the date of Closing.

7.1.4 Adjacent Park Property. KXLY shall have obtained from the City of Spokane Park Board a vehicle and pedestrian access and utility easement, in a form that is reasonably acceptable to KXLY, which provides the Property with vehicle and pedestrian access to the intersection of S. Regal Street and the Palouse Highway ("Park Easement"). KXLY shall diligently pursue Park Board approval of the Park Easement and shall use commercially reasonable efforts to obtain such approval at least 180 days before the Closing Date. If, following 180 days after the Effective Date of this Agreement, it reasonably appears to the City that KXLY has failed to diligently pursue Park Board approval of the Park Easement consistent with this deadline, the City may terminate this Agreement unless KXLY, within five (5) days of receiving the City notice of termination, KXLY waives the Park Easement closing condition.

7.1.5 No Litigation. No lawsuit, arbitration or other action, proceeding or claim shall be pending which: (i) seeks to restrain or prevent the sale of the Property to KXLY; or (2) the outcome of which would have a potential adverse effect on KXLY's ownership of the Property.

7.1.6 Representation. The representations and warranties in this Agreement are true and correct on the date of Closing.

The foregoing conditions contained in Section 7.1 are collectively referred to in this Agreement as "**Buyer's Contingencies**." The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies.

7.2 Satisfaction/waiver of Buyer's Contingencies. Buyer's contingencies are solely for the benefit of Buyer. The parties shall diligently attempt to timely satisfy all of the Buyer's Contingencies. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer elects to terminate this Agreement, the escrow will be terminated, the Earnest Money must immediately be returned to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of terminating the escrow.

7.3 Seller's Contingencies/Conditions Precedent to Closing. Closing of this Agreement is subject to the satisfaction or waiver by Seller of the following conditions; provided, any waiver must be approved by the City Council. If the following conditions are not satisfied or waived prior to Closing, in Seller's reasonable discretion, Seller reserves the right to terminate this Agreement by delivering written notice of termination to the Buyer and the Title Company, whereupon the Earnest Money shall be returned to KXLY, subject to the provisions of Section 2 above.

7.3.1 SNC Appeal Settlement. Both Buyer and the Southgate Neighborhood Council shall have acknowledged and agreed to the SNC Appeal Settlement, which consists of a memorandum to the Southgate Integrated Site Plan file, in substantial form and content as set forth in Exhibit B to this Agreement, and dismissal of said appeal.

7.3.2 Notification. Development of the City property is subject to neighborhood notification provisions adopted by the City Council in Ordinance C35299, and the notification of both Council Members representing District #2.

7.3.3 Zoning. The property must be zoned CC-2 to match the adjoining property owned by Buyer.

7.3.4 Development Agreement. Buyer must agree that the Property will be subject to the KXLY Development Agreement recorded under Spokane County Auditor's file no. 5865674, except, with respect to the Property that is the subject of this Agreement, the amount the impact fee in section 8 shall be determined according to present City practices. The term of said Development Agreement shall be extended so that the new expiration date of the agreement shall be ten (10) years after the effective date of the Land Use Approvals referred to in this Agreement.

7.3.5 Integrated Site Plan. The Development Agreement shall bind this Property to its terms, including the Integrated Site Plan referenced in said development agreement, and development of the Property shall be consistent with the Integrated Site Plan.

7.3.6 Access Road / Park Easement. The proposed access road shall match the concept of a grid of streets as outlined in the Comprehensive Plan and in prior Design Review discussions regarding implementation of the Urban Form section of the Developer's Agreements. In this case, that would mean creating a 250'-300' setback between Regal Street and the Access Road.

7.3.7 Trail Development. The City will set aside \$300,000 of the property sale price to be used for trail development in the Southgate Neighborhood. All trail development to be in conformance with the Southgate Connectivity Plan.

7.3.8 Neighborhood Collaboration. Guaranteed substantive input/collaboration with KXLY/final developers on the site plan(s), infrastructure, amenities, public realm, architecture and any other items related to the ISP or Southgate Neighborhood Plans. The process, timing and effect of the input/collaboration shall be defined prior to closing of the City Property.

7.4 Satisfaction/waiver of Seller's Contingencies. Seller's contingencies are solely for the benefit of Seller. The parties shall diligently attempt to timely satisfy all of Seller's contingencies. If any of Seller's

Contingencies are not timely satisfied, Seller will have the right at its sole election either to waive any of them in writing or to terminate this Agreement; provided any waiver of Seller's Contingencies must be approved by the City Council. If Seller elects to terminate this Agreement, the escrow will be terminated, the Earnest Money must immediately be returned to Buyer (Subject to Section 2), all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the costs of terminating the escrow.

8. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("**Escrow Agent**"). The closing will be held at the offices of the Title Company on or before 5:00 p.m. Pacific time, no later than sixty (60) days following final approval of the Land Use Approvals, or December 30, 2017, whichever is earlier (the "**Closing Date**"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow, forward the Earnest Money to the party entitled to receive it as provided in this Agreement, and return all documents to the party that deposited them.

9. Closing.

9.1 Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

9.1.1 the duly executed and acknowledged Deed;

9.1.2 a duly executed and acknowledged Real Estate Tax Affidavit; and

9.1.3 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered.

9.2 Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

9.2.1 cash in an amount sufficient to pay the Purchase Price and Buyer's share of closing costs;

9.2.2 a duly executed and completed Real Estate Excise Tax Affidavit; and

9.2.3 any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction.

9.3 Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

9.4 Closing Costs.

9.4.1 Seller's Costs. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price and one-half of Title Company's escrow fee. It is understood between the parties that pursuant to WAC 458-61-420(c) this sale will be exempt from the Washington State real estate excise tax, and Buyer agrees to cooperate with Seller in executing such documents as are required to qualify Seller for such exemption.

9.4.2 Buyer's Costs. Buyer shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer, the cost of recording the Deed and one-half of Title Company's escrow fee.

9.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "**Regulations**").

10. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date (with Buyer either responsible for or entitled to a credit for, as the case may be, the actual Closing Date).

10.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by Buyer, if any, will be prorated as of the Closing Date.

10.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

11. Representations and Warranties.

11.1 Seller's Representations and Warranties. Except as specifically provided in this Agreement, Seller makes no warranty or representation, express or implied, with respect to the condition of the Property or its suitability for any particular purpose.

11.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that Buyer is a Washington Corporation, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to which Buyer is subject.

12. Hazardous Materials. The City makes no representation regarding any Hazardous Materials Condition, as defined below, affecting the Property. The City will, within 90 days of the Effective Date of this Agreement, secure a Phase 1 Environmental Assessment for the Property and will provide Buyer with a copy of the same. Following Buyer's receipt of a copy of the Phase 1, Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller no later than thirty (30) days following Buyer's receipt of a copy of the Phase 1. If Buyer terminates this Agreement pursuant to this Section 12, the Earnest Money will be returned to Buyer, this Agreement will terminate, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement. If Buyer does not elect to terminate this Agreement following Buyer's receipt of the Phase 1, and if the Parties thereafter proceed to closing, Buyer shall be deemed to have taken the Property "AS IS" and solely in reliance on Buyer's own investigation and Buyer acknowledges that no warranties or representations of any kind whatsoever, express or implied, have been made by the City, its agents and employees. For the purposes of this paragraph, "Hazardous Materials" shall include, but not be limited to, substances defined as "Hazardous Substances," "Hazardous Materials", "Hazardous Waste," "Toxic Substances", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Section 9601 et seq., the Model Toxic Control Act of the State of Washington and all regulations adopted and publications promulgated pursuant to such laws, collectively "Environmental Laws". A "Hazardous Materials Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of Hazardous Materials that would require remediation and/or removal under applicable Federal, State or local law.

13. Eminent Domain. If all or any part of the Property is taken by condemnation or eminent domain and the value of the portion of the Property so taken exceeds One Hundred Thousand Dollar (\$100,000.00), Buyer may, upon written notice to Seller, elect to terminate this Agreement, and in such event all monies theretofore paid on account must be returned to Buyer, and neither party will have any further liability or obligation under this Agreement.

If all or any portion of the Property has been or is hereafter condemned or taken by eminent domain and this Agreement is not canceled, Seller's right, title and interest in and to any awards in condemnation or eminent domain, or damages of any kind, to which Seller may have become entitled or may thereafter be entitled by reason of any exercise of the power of condemnation or eminent domain with respect to the Property or any portion thereof shall accrue to Buyer.

14. Possession. Seller shall deliver possession of the Property to Buyer at Closing.

15. Events of Default and Termination.

15.1 By Seller. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer terminates this Agreement, the escrow will be terminated, the entire Deposit must immediately be returned to Buyer, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

15.2 By Buyer. IN THE EVENT BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, THE EARNEST MONEY DEPOSIT MADE BY BUYER WILL BE FORFEITED TO SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER FOR SUCH FAILURE.

Seller's Initials

Buyer's Initials

15.3 Termination by Buyer. Buyer may in its sole discretion prior to December 31, 2016 terminate this Agreement by providing written notice to Seller; provided Buyer may not exercise its right to terminate this Agreement if the City Council has approved the Land Use Approvals in a manner consistent with the standards set forth in section 7.1.2, above.

16. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Spokane
Attn: Asset Management
808 W Spokane Falls Blvd
Spokane, WA 99201

With a copy to: Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

Buyer: Tim Anderson
QueenB Radio, Inc.
500 W. Boone Ave.
Spokane, WA 99201-2491

With a copy to: Stanley M. Schwartz
Witherspoon Kelley
422 W. Riverside Ave., Ste. 1100
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

17. Brokers, Finders and Commissions. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement, except that Tom Quigley and Carl Guenzel of Kiemle & Hagood Company have represented Buyer. Upon closing Seller shall pay to Kiemle & Hagood Company a fee equal to three percent (3%) of the gross sales price. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

18. **AGENCY DISCLOSURE.** At the signing of this Agreement,

Selling Broker Tom Quigley and Carl Guenzel of Kiemle & Hagood Company represented QueenB Radio, Inc and the Listing Broker N/A represented N/A. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

19. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

21. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

22. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not

substantially prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy court proceeding.

23. Time of the Essence. Time is of the essence of this Agreement.

24. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

25. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

26. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

27. Governmental Approval. Buyer acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor following approval by the Spokane City Council in open public meeting.

28. Exhibit. The following exhibit is attached to and made a part of this Agreement by this reference.

EXHIBIT A – Legal Description of the Property
EXHIBIT A-1– Form of Promissory Note

29. Assignment. KXLY may assign this Agreement/ to any person, firm, partnership or corporation: (a) controlling, controlled by, or under common control with KXLY; (b) that is the successor in interest to KXLY; or (c) pursuant an agreement with a third party to purchase all or part of the Additional KXLY Property. The assignee shall be bound by and perform all the terms, conditions and covenants contained herein by expressly agreeing to assume the obligations of KXLY hereunder.

In witness whereof, the Buyer and Seller have signed this Agreement effective as of the date first hereinabove written.

By: _____
Mayor/City Administrator

Approved as to form:

Assistant City Attorney

By: _____
Its: _____

STATE OF WASHINGTON :
County of Spokane :ss.

On this ____ day of _____, 20__, before me personally appeared _____, and _____, to me known to be the Mayor/City Administrator 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 Appointment expires _____

STATE OF WASHINGTON :
County of Spokane :ss.

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the _____ of _____, 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 he/she was 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 the day and year first above written.

Notary Public in and for the State
of Washington, residing at Spokane
My Appointment expires _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A-1

FORM OF PROMISSORY NOTE

EXHIBIT B

ISP IMPLEMENTATION MEMORANDUM

Date: _____, 2015

To: Southgate Integrated Site Plan file

From: City of Spokane, Planning and Development Services

Regarding: Spokane Planning & Development interpretations for the Integrated Site Plan

Copy: G. Bernardo, BWA; T. Teske, Southgate Neighborhood Council

This memorandum to the file is intended, in part, to resolve a pending appeal filed by the Southgate Neighborhood Council (SNC) on or about April 14, 2014 and pending before the City of Spokane Hearing Examiner as the Regal Plaza Appeal, Hearing Examiner File #P1304658-AP (the “Appeal”).

This memorandum to the file will guide evaluation of subsequent site plans and development projects for the area defined by the **Southgate Integrated Site Plan (ISP)**, for the duration of the development agreements that required the ISP. This memorandum is not intended to amend or modify the terms of applicable development agreements approved by the City pursuant to chapter 36.70B RCW, and nor is it intended to provide a basis for exceeding the permissible scope of project review as set forth in chapter 36.70B RCW and other state and local regulations.

General procedures for project review throughout PDS Prior to Permit Issuance

We will notify and consult with the SNC on all development proposals that involve new construction, including building permits and requests for variances, within the area defined by the **ISP** at the earliest possible date and prior to any decisions. If the applicants are amenable, the City will facilitate discussions between the applicants and SNC over use of retail tenant branding as justification for deviation from common design. Subject to chapter 36.70B RCW, SNC will have a reasonable and limited time for evaluation and may make comments to the identified project manager or the director of Spokane Planning & Development.

No approvals in the development of the Target site shall serve as precedents for any future development within the area defined by the ISP.

Urban District

Spokane PDS will evaluate each development proposal and building permit as to its success in representing urban form as well as accommodation for future urban development intensity. This will include urban design that promotes pedestrian and vehicular circulation, without conflict, via a system of streets and pathways, identified ISP elements, applicable Center and Corridor Design Guidelines, the Spokane Municipal Code, and applicable provisions of the Comprehensive Plan in cases where approval criteria for the development proposal and/or building permit include consistency with the Comprehensive Plan. Driveways should be aligned across Regal and Palouse to allow driveways to transition to future urban-style intersections and should be located appropriately to provide urban-scale blocks.

Spokane PDS will recommend that the City Council memorialize these principles in The Comprehensive Plan as it considers the Southgate Neighborhood.

Public Plaza, Public Realm, and Streets

Spokane PDS will encourage and evaluate whether additional public plazas are consistent with the ISP, and those concepts from the neighborhood connectivity plan that were incorporated into the ISP, and The Comprehensive Plan.

Spokane PDS will require that all development and/or city-implemented improvements within the area defined by the ISP incorporate traffic calming measures, such as treed medians, as are set forth in the ISP, and relevant provisions of Center and Corridor Design Guidelines, the Spokane Municipal Code, and applicable provisions of the Comprehensive Plan in cases where approval criteria for the development proposal and/or building permit include consistency with the Comprehensive Plan. Spokane PDS will review projects for consistency with the pedestrian lighting requirements of SMC 17C.122.060 (Attachment A at 6).

All development will be reviewed for consistency with the requirement that it will facilitate integration of the area defined by the ISP into an urban district with a unified character. The ISP “kit-of-parts” for streetscape furniture, fixtures, and equipment is shown in the May ISP final document. Any proposed deviation from these standards must demonstrate conformance to the design theme as a whole and consistency of urban design character.

The ISP calls for urban form for development. With the exception of the square footage requirements of the large format stores allowed by the Development Agreements, Spokane PDS will evaluate all site plans and new construction to ensure conformance with urban design and development principles for public spaces – sidewalks, building access, transit, “build-to” lines for construction, and urban streetscape amenities.

Spokane PDS will also evaluate future uses (redevelopment) for conformance to an urban design system. Spokane PDS will evaluate all development and traffic impacts to determine whether, and where, on-street parking can be accommodated.

The City agrees to develop planted medians along Regal Street and Palouse Highway as outlined in the Integrated Site Plan, including elements that originated in the Southgate Connectivity Plan, and to create frictional traffic calming, as funding for such improvements becomes available to the City.

Subject to such approvals as may be required by the Spokane City Council, the City will lower speed limits on streets in the Southgate District Center to 30 MPH. The City also agrees to conduct engineering and traffic studies on a periodic basis to determine whether further reductions in the speed limit or other measures are necessary to create the pedestrian emphasized character called for by the Center and Corridor zoning. If determined to be necessary, the City agrees to take steps to reduce the speed and/or develop other measures in an expeditious manner.

Dismissal of the Appeal

The City and SNC shall jointly file a stipulated motion for dismissal with the City of Spokane Hearing Examiner for dismissal of the Appeal, with prejudice and without costs to either party.

Louis Meuler, Acting Director
Planning and Development

ACKNOWLEDGED AND AGREED

Southgate Neighborhood Council

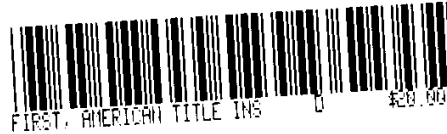
QueenB Radio, Inc.

By: _____

Its: _____

By: _____

Its: _____



5087368
Page: 1 of 2
06/21/2004 11:23A
Spokane Co, WA

AFTER RECORDING RETURN TO:
City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

12

274653. msa

DEDICATION DEED

THE GRANTOR, SPOKANE SCHOOL DISTRICT NO. 81, a municipal corporation of Spokane County, Washington, also know as SPOKANE PUBLIC SCHOOLS, for good and valuable consideration in hand paid, dedicates to the CITY OF SPOKANE, a municipal corporation of the State of Washington, for public street purposes and all uses incidental thereto, the real property described as follows:


ptn. 31041.0038

The East 16.96 feet of the West 570.00 feet of the East 600.00 feet of the South 150 feet of Government Lot 8 in Section 4, Township 24 North, Range 43 East, Willamette Meridian, Spokane County Washington, and containing 2,543 sq. ft. of land, more or less.

SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this 21 day of April, 2004.

GRANTOR

By: 
Its: Associate Superintendent

-1-
2

6/21/2004 CRG

\$2.00 200410734

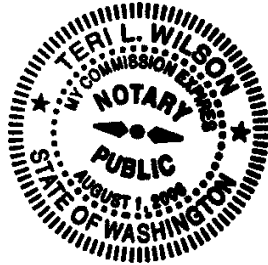


5087368
Page: 2 of 2
06/21/2004 11:23A
Spokane Co, WA

STATE OF WASHINGTON :
County of Spokane : ss.

On this 21st day of April, 2004, before me, personally appeared Mark E. Anderson, to me known to be the Associate Superintendent of SCHOOL DISTRICT 81, also known as SPOKANE PUBLIC SCHOOLS that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the school district 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 the day and year first above written.



Teri L. Wilson
Notary Public in and for the State of
Washington,
residing at Spokane
My commission expires: 8-1-2006

12/18/2013 02:42:26 PM

6272513

Recording Fee \$73.00 Page 1 of 2

Warranty Deed FIRST, AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington



AFTER RECORDING MAIL TO:

City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recorders use only

STATUTORY WARRANTY DEED

File No: **4251-2139983 (Dm)**

Date: **December 11, 2013**

Grantor(s): **Spokane School District No. 81**

Grantee(s): **City of Spokane**

Abbreviated Legal: **PTN GL 8 SEC 4 TWP 24N RGE 43E, SPOKANE COUNTY**

Additional Legal on page:

Assessor's Tax Parcel No(s): **34041.0038**

SE 1/4

THE GRANTOR(S) Spokane School District No. 81, a Washington state municipal corporation for and in consideration of Government Transfer, in hand paid, conveys, and warrants to City of Spokane. a Washington state municipal corporation, the following described real estate, situated in the County of Spokane, State of Washington.

THE WEST 570 FEET OF THE EAST 600 FEET OF THE SOUTH 150 FEET OF GOVERNMENT LOT 8, IN SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST, W.M.;

EXCEPT REGAL STREET;

AND EXCEPT THAT PORTION DEEDED TO THE CITY OF SPOKANE IN DEED RECORDED JUNE 21, 2004, RECORDING NO. 5087368;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

12/18/2013 201316410
CLR \$10.00

APN: 34041.0038

Statutory Warranty Deed
- continued

File No.: 4251-2139983 (Dm)

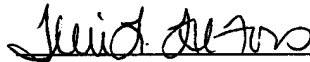
Spokane School District No. 81


By: Dr. Mark Anderson, Associate
Superintendent, Assistant Secretary

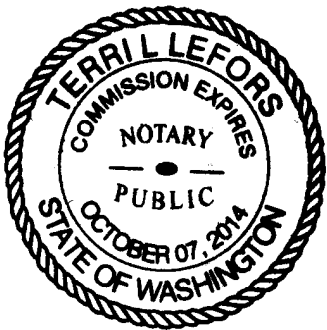
STATE OF Washington)
)-ss
COUNTY OF Spokane)

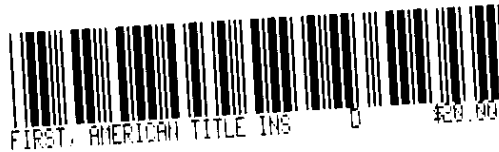
I certify that I know or have satisfactory evidence that **Dr. Mark Anderson**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Associate Superintendent, Assistant Secretary of Spokane School District No. 81** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: December 12, 2013



Notary Public in and for the State of Washington
Residing at: Spokane
My appointment expires: 10/7/14





5087368
Page: 1 of 2
06/21/2004 11:23A
Spokane Co. WA

AFTER RECORDING RETURN TO:

City Clerk
City of Spokane
W. 808 Spokane Falls Boulevard
Spokane, WA 99201

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274653. msa

DEDICATION DEED

THE GRANTOR, SPOKANE SCHOOL DISTRICT NO. 81, a municipal corporation of Spokane County, Washington, also know as SPOKANE PUBLIC SCHOOLS, for good and valuable consideration in hand paid, dedicates to the CITY OF SPOKANE, a municipal corporation of the State of Washington, for public street purposes and all uses incidental thereto, the real property described as follows:

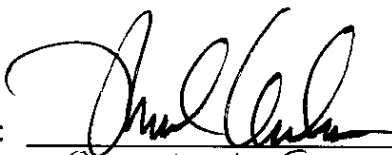
ptn. 31041.0038

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SUBJECT TO all existing interests, including but not limited to all reservations, rights of way and easements of record

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be executed by affixing its signature hereunto this 21 day of April, 2004.

GRANTOR

By: 
Its: Associate Superintendent

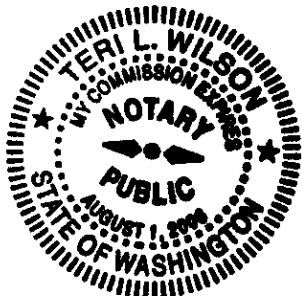


5087368
Page: 2 of 2
06/21/2004 11:23A
Spokane Co, WA

STATE OF WASHINGTON :
: ss.
County of Spokane :

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Teri L. Wilson
Notary Public in and for the State of
Washington,
residing at Spokane
My commission expires: 8-1-2006

Earnest Money Promissory Note

PROMISSORY NOTE

Spokane County, Washington
_____, 2015

FOR VALUE RECEIVED, QUEENB RADIO, INC., a Washington Corporation ("Payor") promises to pay to the order of CITY OF SPOKANE, a Washington First Class Charter City ("Payee") the sum of EIGHTY NINE THOUSAND NINE HUNDRED SIXTY SIX and 80/100 DOLLARS (\$89,966.80).

This Promissory Note is submitted as Earnest Money for the Real Estate Purchase and Sale Agreement between the Payee and the Payor dated _____ (the "Agreement").

The City shall hold this Promissory Note in escrow pursuant to the terms of the Agreement. Pursuant to section 2 of the Agreement, if the Agreement has not been terminated prior to December 31, 2016, this Promissory Note shall become due and payable on December 31, 2016, and shall be deemed a no-refundable fee that the City may treat as its own; provided, at Closing this Promissory note shall be applied to the Purchase Price on the date of closing of the sale of property from Payee to Payor.

Subject to limitations in Section 15.2 of the Agreement, Payor may, at any time, prior to December 31, 2016 deliver to the City written notice cancelling or terminating the Agreement, whereupon this Promissory Note shall be returned to Payor without further obligation, penalty or payment to Payee.

Undefined capitalized terms in the Promissory Note shall have the meaning set forth in the Agreement.

QueenB Radio, Inc.

By: _____

Its: _____

[End of Promissory Note]



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/4/2015
Clerk's File #	RES 2015-0119
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	GENE 509-625-7865	Project #	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	Bid #	EMERGENCY
Agenda Item Type	Resolutions	Requisition #	RE#17642
Agenda Item Name	5100-EMERGENCY RESOLUTIONS REGARDING REPAIR OF VACTOR TRUCK		

Agenda Wording

A resolution declaring an emergency and authorizing Fleet Services to have Owen Equipment (Kent, WA) to repair Vactor Truck #428255 - not to exceed \$75,000.00

Summary (Background)

Vactor Truck #428255 was involved in an accident which caused major damage to the front hose reel and bumper assembly. The loss of this equipment will result in delays in the maintenance schedule of the City's sewer system as this sewer cleaner is a critical unit in the Sewer Department's fleet. The costs should ultimately be reimbursed to the City as a result of the accident being caused by a third party.

Fiscal Impact		Budget Account	
Expense	\$ 75,000.00	#	5100-71400-48345-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	ROMERO, RICK	Other	PWC 10/26/15
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	TPRINCE	
For the Mayor	SANDERS, THERESA	GJAKUBCZAK	
Additional Approvals		FLEETSERVICES	
Purchasing	PRINCE, THEA	TAXES & LICENSES	

RESOLUTION NO. 2015 - 0119

A resolution declaring an emergency and authorizing the Fleet Services Department to contract with the Vactor dealer, Owen Equipment (Kent, WA) in lieu of public bidding for repairing a Hose Reel Assembly on Vactor Truck #428255.

WHEREAS, Vactor truck #428255 was involved in an accident which caused major damage to the front hose reel and bumper assembly; and

WHEREAS, this sewer cleaner is a critical unit in the Sewer Department's Fleet; and

WHEREAS, the loss of use of the equipment will result in delays in the maintenance schedule of the City's sewer system; and

WHEREAS, the costs should ultimately be reimbursed to the City as a result of an accident caused by a third party; and

WHEREAS, pursuant to SMC 07.06.180, the City Council by resolution may waive public bid requirements for purchases, public works and services in the event of an emergency; and

WHEREAS, an urgency and emergency does exist. -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that staff is hereby authorized to enter into a contract with the Vactor dealer, Owen Equipment (Kent, WA) in lieu of public bidding for the necessary repair work to repair Vactor Truck #428228 at a cost not to exceed \$75,000.00.

Adopted this _____ day of November, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Fleet Services
October 26, 2015

Subject

Perform repairs on city unit #428228, a Sewer Department Sewer cleaner truck for \$70,128.23

Background

This vehicle was involved in an accident which caused major damage to the front hose reel and bumper assembly. The vehicle will be sent back to the Vactor dealer, Owen Equipment Co. in Kent Washington for repairs. This is a sole source, emergency repair. The costs should ultimately be reimbursed to the city as a result of an accident caused by a third party.

Impact

This sewer cleaner is a critical unit in the Sewer Department's fleet. The loss of use of the equipment will result in delays in the maintenance schedule of the city's sewer system. Therefore, it is critical that repairs are performed as quickly as possible.

Action

Recommend approval.

Funding

Funding is available in the Sewer department's 2015 maintenance budget and should ultimately be reimbursed by the insurance carrier of the person that caused the accident damage..



Agenda Sheet for City Council Meeting of:
11/16/2015

Date Rec'd	11/2/2015
Clerk's File #	RES 2015-0120
Renews #	

Submitting Dept	BUSINESS & DEVELOPER SERVICES	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	2010034
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0750 - RESOLUTION TO SET HEARING - BUSINESS IMPROVEMENT DISTRICT		

Agenda Wording

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Area (Business Improvement District - BID) and providing for notice of the 2016 assessments to business and property owners. (Riverside Neighborhood)

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 14, 2015 meeting.

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	SIMMONS, SCOTT M.	Study Session
Division Director	SIMMONS, SCOTT M.	Other
Finance	KECK, KATHLEEN	Distribution List
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org
Additional Approvals		htrautman@spokanecity.org
Purchasing		mpiccolo@spokanecity.org
		smsimmons@spokanecity.org
		scurtis@downtownspokane.net



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Riverside Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2015-0120

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2016 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as revised, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as revised, will be on file in the Office of the City Clerk on the 16th day of November 2015, and are open for public inspection.

2. The City Council has fixed the 14th day of December 2015 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, as the time and place for hearing upon said rolls.

3. The City Council declares its intent to impose special assessments in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as revised. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.

4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at, or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessments be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-32923.

5. Business & Developer Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of the special assessment.

6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being one week before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

bid\2016 resolution



Agenda Sheet for City Council Meeting of:
11/09/2015

Date Rec'd	10/22/2015
Clerk's File #	ORD C35319
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 AN ORDINANCE RELATING TO THE PARKING SYSTEM FUND AND PARKING		

Agenda Wording

An ordinance relating to the parking system fund and Parking Advisory Committee; amending SMC section 07.08.130.

Summary (Background)

This ordinance states that One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund. The ordinance makes changes to the Parking Advisory Committee. This 13 member committee will be facilitated by Business Improvement District staff.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Planning and Economic
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	Dave Steele	
For the Mayor	SANDERS, THERESA	Jon Snyder	
Additional Approvals		Scott Simmons	
Purchasing		Brian McClatchey	

ORDINANCE NO. C-35319_____.

An ordinance relating to the parking system fund and Parking Advisory Committee; amending SMC section 07.08.130.

The City of Spokane does ordain:

Section 1. That section 07.08.130 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.130 Parking System Fund

- A. There is created and shall be maintained in the office of the City Treasurer a special revenue fund designated the "parking system fund." All City parking revenue from on and off street meter systems, miscellaneous parking fees, permits, etc., along with other sums appropriated in the budget from the City general fund shall be deposited into the fund upon receipt. ~~((For the remainder of 2013, all parking infraction revenue collected over and above the budgeted infraction revenues for the year (one million four hundred fifty five thousand dollars) shall be deposited in the fund. Starting in 2014, an amount equal to one))~~ One hundred percent (100%) of the total amount of the parking infraction revenue collected, less the expenditures of the municipal court parking violations program from the prior calendar year, will be transferred from the general fund to the parking system fund.
- B. Money deposited into the fund shall be accumulated or expended to pay for operations and maintenance of the parking system, to include parking enforcement and collections, the parking violation system and to maintain, improve, and enhance the customer environment in those areas where parking revenue is generated within the City.
- C. City Council priorities for expenditures from the parking system fund are parking system investments, parking environment improvements, administration, and safety and security of the parking system. For purposes of this section, "parking environment" shall mean all infrastructure in the public right-of-way that contributes to the interface between the downtown resident, visitor or worker and the downtown built environment. This infrastructure includes, but is not limited to, parking stalls, payment systems, parking asset management, streetscapes (including landscaping and pedestrian lighting investments), street furniture, wayfinding systems, public safety, vehicle, bicycle, and pedestrian rights-of-way, public spaces, gateways and all other aspects of downtown common areas, which contribute to the overall experience of downtown.
- D. Parking Advisory Committee.
 - 1. A thirteen-member parking advisory committee ~~((, formed by the Downtown Spokane Partnership,))~~ will be created to advise the City on

investments in the parking environment, policy, and rate-setting as informed by the downtown parking study. The committee shall be facilitated by Business Improvement District staff and shall be composed of the following ~~((will contain representation from a variety of downtown))~~ stakeholders to be appointed by the City Council:((,including)) one (1) downtown property owner, ((owners,)) one (1) owner of a large downtown business, ((and)) one (1) owner of a downtown small business, ((owners,)) one (1) resident of downtown, ((residents and workers,))one (1) downtown worker, one (1) designee from Spokane Transit Authority, one (1) representative of the Arts community; three (3) members chosen at the discretion of the Business Improvement District; two (2) city council members in non-voting, *ex officio* roles; and the (1) Parking Services Manager in a non-voting, *ex officio* role. The committee members shall serve staggered terms of three (3) years. The committee chair shall be elected by a vote of the committee and shall serve a (1) year term, however, the Committee may vote to extend the chairperson's term by (1) additional year.

2. The Committee shall propose to the City Council, on an annual basis, a set of recommended projects to improve the downtown parking environment, guidance on parking rate-setting, and other public policy recommendations concerning the downtown parking system, as well as a description and analysis of the outcomes of the prior years' parking fund investments.
3. In forming its recommendations, the Parking Advisory Committee shall observe the following process:
 - a. City Council and the City administration, though their *ex-officio* Committee positions, shall provide the Committee with priorities for the Committee's consideration during their annual project planning process.
 - b. With consideration given to the input received in this process from City Council and the Administration, The Committee shall develop an ~~((An))~~ annual recommended budget and capital project list for the parking system fund, ~~((will be created by the asset management department in conjunction with the advisory committee recommendations and approved annually by the city council.))~~ This list will be presented to the City Council on or before November 1 of each year. The City Council shall then consider for approval the list of projects and recommended investments as part of the normal annual budget process. Projects will be placed in the six-year capital program as needed. ~~((The parking advisory committee and city staff will report annually on outcomes of parking fund investments.))~~
 - c. ~~((The City Council,))~~ the parking advisory committee~~((and staff)),~~ in collaboration with City Council and staff Committee designees, will develop a set of indicators that will track downtown vitality as a

result of improvements made from parking system fund investments. These data will be available in the annual report.

- d. Notwithstanding any other recommendations or policy suggestions, the committee shall include the following goals in its report and track their progress: (1) the establishment of a parking system fund reserve of \$500,000, and (2) the set-aside of not less than ten percent (10%) of the parking system fund for the support of emergency projects in the downtown parking environment.

- E. ~~((In 2014, the annual cost of two dedicated downtown neighborhood conditions (NCO) police officers will be funded out of parking system revenues. In 2015, the annual cost of one NCO officer will be funded out of parking system revenues.))~~

-

- E. Any available parking funds must first be used to cover the debt service on Series 2005B LTGO bonds or any subsequent refinancing of these bonds.

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:**

11/16/2015

Date Rec'd

10/28/2015

Clerk's File #

ORD C35320

Renews #Submitting Dept

ACCOUNTING

Cross Ref #Contact Name/Phone

KIM BUSTOS X6034

Project #Contact E-Mail

KBUSTOS@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

5600-ORDINANCE RELATING TO CONSOLIDATED LOCAL IMPROVEMENT

Agenda Wording

An Ordinance relating to local improvement districts; establishing a consolidated local improvement district bond redemption fund, and fixing the amount, form, date, and interest calculation, and maturity of the CLID 224A installment note.

Summary (Background)

This Ordinance authorizes the City to combine and consolidate 2 local improvement districts into Consolidated Local Improvement District No. 224A and issue an aggregate principal amount not to exceed \$ 306,901.53 of Consolidated Local Improvement District 224A Installment Note for the purpose of funding the unpaid balance of special assessments.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study SessionDivision Director

COOLEY, GAVIN

Other

Finance Comm 10/05/15

Finance

DAVIS, LEONARD

Distribution ListLegal

DALTON, PAT

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For the Mayor

SANDERS, THERESA

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Additional Approvals

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Purchasing

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jahensley@spokanecity.org

ORDINANCE NO. C35320

AN ORDINANCE of the City of Spokane, Washington, relating to local improvement districts; establishing Consolidated Local Improvement District No. 224A and a consolidated local improvement district bond redemption fund; fixing the amount, form, date, interest rate and maturity of the Consolidated Local Improvement District No. 224A Installment Note; providing for the purchase of that Note by the City from funds on deposit in the Spokane Investment Pool; and defining the interest rate on local improvement district assessment installments.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Recitals.

1.1 The City Council of the City of Spokane, Washington (the "City"), heretofore has created Local Improvement Districts Nos. 2012066 and 2013080 (the "LIDs") for various purposes.

1.2 RCW 35.45.160 authorizes the establishment of consolidated local improvement districts for the purpose of issuing bonds only and provides that if the governing body of any municipality orders the creation of such consolidated local improvement district, the money received from the installment payment of the principal of and interest on assessments levied within the original local improvement districts shall be deposited in a consolidated local improvement district bond redemption fund to be used to redeem outstanding consolidated local improvement district bonds.

1.3 RCW 35.45.150 provides that in addition to issuing bonds in payment of the cost and expenses of any local improvement, a city may issue installment notes payable out of the relevant local improvement fund, and such notes are legal investments for any available surplus fund of the issuing city.

1.4 The City desires to provide a market-rate return on a portion of the funds it regularly invests while making those funds available on an interfund loan basis to finance the repayment of the installment note authorized herein; and

1.5 Pursuant to RCW 35.45.150, the City has determined to issue its Consolidated Local Improvement District No. 224A Installment Note in the aggregate principal amount not to exceed \$306,901.53 and finds it is in the best interest of the City that such note be purchased by the City from funds on deposit in the City Treasury's pooled cash portfolio and available for investment.

Section 2. Consolidation of Local Improvement Districts.

For the purpose of issuing bonds only (including issuance of an installment note under RCW 35.45.150), those local improvement districts of the City established by the

following ordinances, respectively, the 30-day period for making cash payment of assessments without interest in each local improvement district having expired in the case of the assessments for each local improvement district, are consolidated into a consolidated local improvement district to be known and designated as Consolidated Local Improvement District No. 224A:

Local Improvement District ("LID") No.	Created by Ordinance No.	Assessment Balance After 30-day Prepayment Period
2012066	C35270	\$240,404.17
2013080	C35271	\$66,497.36
Total		\$306,901.53

Section 3. Note Fund.

There is created and established in the office of the Chief Finance Officer of the City (the "Finance Officer") for Consolidated Local Improvement District No. 224A a consolidated local improvement district bond redemption fund, which shall consist of a special account within the City's previously established Special Assessment Debt Fund, and shall be known and designated as the Local Improvement Fund, CLID No. 224A Note Redemption Account (the "Note Fund"). All money presently on hand representing collections pertaining to installments of assessments and interest thereon in each of the local improvement districts listed in Section 2 shall be transferred to and deposited in the Note Fund, and all collections pertaining to assessments on the assessment rolls of those local improvement districts when hereafter received shall be deposited in the Note Fund to repay any principal outstanding of the Consolidated Local Improvement District No. 224A Note (defined hereafter).

Section 4. Authorization and Description of the Note.

The Consolidated Local Improvement District No. 224A Installment Note (the "Note") shall be issued pursuant to RCW 35.45.150 in the total principal amount not to exceed \$306,901.53 being the total amount on the assessment rolls of the LIDs remaining uncollected after the expiration of the respective 30-day interest-free prepayment periods for assessments on those assessment rolls. The Note shall be dated its date of delivery; shall mature on December 1, 2025; shall be in fully registered form; and shall be numbered R-4. The Note shall bear interest at the rate of _____% per annum computed on the basis of a 360-day year of twelve 30-day months, payable annually beginning December 1, 2016. The interest rate will be calculated on November 16, 2015, the date the ordinance is expected to be approved by City Council.

Section 5. Appointment of Note Registrar; Registration and Transfer of Note.

5.1 The Finance Officer of the City is appointed Note Registrar for the Note. The Note shall be issued to the City of Spokane (the "Registered Owner") as payee for the benefit of the Spokane Investment Pool, only in registered form as to both principal

and interest and shall be recorded on books or records maintained by the Note Registrar (the "Note Register"). The Note Register shall contain the name and mailing address of the Registered Owner. The Note may not be assigned or transferred by the Registered Owner. When the Note has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Note Registrar, who shall cancel the Note.

5.2 The Note Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Note. The Note Registrar is authorized, on behalf of the City, to authenticate and deliver the Note in accordance with the provisions of the Note and this ordinance, to serve as the City's paying agent for the Note and to carry out all of the Note Registrar's powers and duties under this ordinance. For purposes of this Note, the provisions of this ordinance shall constitute a system of registration for the City's notes and obligations. The Note Registrar shall be responsible for the representations contained in the Note Registrar's Certificate of Authentication on the Note.

Section 6. Payment of the Note.

Both principal of and interest on the Note shall be payable solely out of the Note Fund, and from the Local Improvement Guaranty Fund of the City, consistent with RCW 35.45.150 and chapter 35.54 RCW, and shall be payable in lawful money of the United States of America. Interest on the Note, and any prepaid principal thereon, shall be paid by check, draft or electronic or interfund transfer on the interest payment date to the Registered Owner at the address appearing on the Note Register. The final installment of principal and interest on the Note at maturity or prior repayment is payable at the office of the Note Registrar in Spokane, Washington, upon presentation and surrender of the Note.

Section 7. Prepayment Provisions.

The City reserves the right to prepay principal of the Note prior to its stated maturity on any interest payment date, at par plus accrued interest to the date fixed for prepayment, whenever there shall be sufficient money in the Note Fund to prepay the principal of the Note over and above the amount required for the payment of the interest then due on the Note. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Note so prepaid shall cease to accrue on the date of such prepayment.

Section 8. Failure to Redeem the Note.

If the Note is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Note at the same rate provided therein from and after its maturity date until the Note, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Note Fund and the Note has been called for payment by giving notice of that call to the Registered Owner.

Section 9. Form and Execution of the Note.

9.1 The Note shall be printed, lithographed or typed on good Note paper in a form consistent with the provisions of this ordinance and state law (including RCW 35.45.150), shall be signed by the Mayor and attested by the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon.

9.2 Only the Note bearing a Certificate of Authentication in the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance:

CERTIFICATE OF AUTHENTICATION

This Note is the fully registered City of Spokane, Washington, Consolidated Local Improvement District No. 224A Installment Note described in the Note Ordinance.

[SPECIMEN]

9.3 The authorized signing of the Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 10. Purchase and Sale of the Note.

The City shall purchase the Note from funds available for investment on deposit in the Spokane Investment Pool at a price of par. The proper City officials are authorized and directed to do everything necessary for the prompt delivery of the Note and for the proper application and use of the proceeds of the sale thereof.

Section 11. Fixing Interest Rate on Assessments.

The interest rate on the installments and delinquent payments of the LIDs are revised and fixed at the rate of the SIP Internal Lending Rate.

Section 12. Ratification.

All actions heretofore taken by the Council, the Mayor, and the City's officers and employees, with respect to the LIDs, are hereby ratified and approved.

Section 13. Validity.

If any provision of this ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other

provisions of this ordinance, of the Bonds or of the levy or collection of the taxes pledged to pay and retire the Bonds.

Passed the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

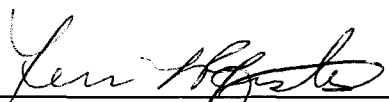
October 19, 2015

City Clerk File No.:
FIN 2015-0001

COUNCIL ACTION MEMORANDUM

RE: SETTING PUBLIC HEARINGS (1) ON POSSIBLE REVENUE SOURCES FOR THE 2016 BUDGET and (2) FOR REVIEW OF THE 2016 PROPOSED BUDGET

During its 3:30 p.m. Administrative Session held Monday, October 19, 2015, the Spokane City Council, upon consideration of the October 19 Current Consent Agenda, unanimously approved the setting of hearings (1) on possible revenue sources for the 2016 Budget for November 2, 2015, and (2) for review of the 2016 Proposed Budget beginning Monday, November 9, 2015, and continuing thereafter at the regular council meetings during the month of November.



Terri L. Pfister, MMC
Spokane City Clerk

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

11/9/2015

<u>Date Rec'd</u>	10/7/2015
<u>Clerk's File #</u>	FIN 2015-0001
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE
<u>Contact Name/Phone</u>	TIM DUNIVANT 625-6845
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2016 Proposed Budget beginning Monday, November 9, 2015 and continuing thereafter at the regular council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2016 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 9, 2015 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	DUNIVANT, TIMOTHY
<u>Division Director</u>	DUNIVANT, TIMOTHY
<u>Finance</u>	DAVIS, LEONARD
<u>Legal</u>	DALTON, PAT
<u>For the Mayor</u>	SANDERS, THERESA

<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session**Other****Distribution List**

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cmarchand@spokanecity.org