

CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, MARCH 14, 2016

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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. Purchase of twelve Compressed Natural Gas rear loading refuse collection trucks from Western Peterbilt, (Spokane, WA) for Fleet Services, through an Interlocal Purchase Agreement with the City of Tacoma (OPR 1994-0827)—\$4,461,814.38.
Gene Jakubczak | Approve | OPR 2016-0207 |
| 2. Contract to co-fund the Director Position for continued work in short and long range growth plans for community development in THEZONE and to support partnership development—\$60,000.
Gloria Ochoa-Bruck | Approve | OPR 2016-0208 |
| 3. Contract Extension No. 3 with Occupational Medicine Associates, (Spokane WA) for professional medical services through April 30, 2017—\$120,000.
Heather Lowe | Approve | OPR 2013-0295
RFP 3912-13 |
| 4. Contract with Western States Construction, Inc., (Valleyford, WA) for the renovation of the Intermodal outbuilding at 201 West Sprague for the Parking Services Facility—\$470,000. (Relates to Emergency Budget Ordinance C35374) Ed Lukas | Approve | PRO 2016-0009
BID 4203-15 |

5. Low Bids of:

Approve
All

- a. West Company (Airway Heights, WA) for Qualchan Force Main—\$228,884.50 (plus tax). An administrative reserve of \$22,888.45, which is 10% of the contract price (plus tax), will be set aside. (Latah/Hangman Valley Neighborhood)

PRO 2016-0010
ENG 2015129**Dan Buller**

- b. Bacon Concrete, Inc., (Spokane, WA) for 2016 Street Maintenance Curb Ramp Projects—\$167,795. An administrative reserve of \$16,779.50, which is 10% of the contract price, will be set aside. (Various Neighborhoods)

PRO 2016-0011
ENG 2016042

6. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

Approve &
Authorize
Payment

CPR 2016-0002

7. City Council Meeting Minutes: _____, 2016

Approve
All

CPR 2016-0013

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

Library Board of Trustees: One Re-appointment

Confirm

CPR 1981-0400

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C35373** **Human Services Grants Fund**
FROM: Unappropriated Reserves, \$390,480,
TO: HHAA Contractual Services, same amount.
Suzi Scheidegger
(This action provides grant funding from unappropriated reserves to cover approved allocations for homeless programs.)
- ORD C35374** **Parking Fund**
FROM: Unappropriated Reserves, \$170,000,
TO: Construction Fixed Assets, same amount.
Ed Lukas
(This action provides funding for making tenant improvements to the new Parking Services Facility.) (Relates to Consent Agenda Item No. 4)

NO EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2016-0028** Relating to the final adoption of the City of Spokane Comprehensive Water System Plan dated February 2016 and submittal for final approval by the Washington State Department of Health.
Dan Kegley
- RES 2016-0029** Approving the appointment of Sally Stopher as the Grants Management & Financial Assistance Director for the City of Spokane.
Heather Lowe
- ORD C35370** (To be considered under Hearings Item H1.a.)
- ORD C35359** (To be considered under Hearings Item H1.b.)
- ORD C35360** (To be considered under Hearings Item H1.c.)
- ORD C35371** Relating to animal welfare and the prevention of animal cruelty; amending section 10.23A.080 of the Spokane Municipal Code.
Council Member Kinnear
- ORD C35372** Providing funding for the arts in Spokane; amending chapter 8.03 of the Spokane Municipal Code.
Council President Stuckart

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35375** (To be considered under Hearings Item H2.b.)

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | |
|---|---|------------|
| 1. Hearing on Spokane Housing Ventures Annexation: | Hold Hrg &
Close Hrg
Pass upon
Roll Call
Vote | ORD C35370 |
| a. Final Reading Ordinance C35370 relating to annexing to the City of Spokane a 42-Acre area of land lying south of 53rd Avenue, west of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly referred to as the Spokane Housing Ventures Annexation. | | |
| b. Final Reading Ordinance C35359 relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation. | Pass upon
Roll Call
Vote | ORD C35359 |
| c. Final Reading Ordinance C35360 relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map. | Pass upon
Roll Call
Vote | ORD C35360 |
| Jo Anne Wright | | |
| 2. a. Vacation of the south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street to the west line of Pittsburg Street. Requested by Stacy Bjordahl, representing Collision Service Repair Center. (Nevada/Lidgerwood Neighborhood Council) | Approve
Subject to
Conditions | |
| Eldon Brown | | |
| b. First Reading Ordinance C35375 vacating the south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street to the west line of Pittsburg Avenue. | Further
Action
Deferred | ORD C35375 |

Motion to Approve Advance Agenda for March 14, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The March 14, 2016, Regular Legislative Session of the City Council is adjourned to March 21, 2016.

NOTE: The March 21, 2016, 3:30 p.m. Briefing will be held in City Council Chambers. The March 21, 2016, 6:00 p.m. Legislative Session will be a Town Hall Session held at the East Central Community Center, 500 South Stone St.

NOTES

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

03/14/2016

Date Rec'd	3/2/2016
Clerk's File #	OPR 2016-0207
Renews #	

Submitting Dept	FLEET SERVICES	Cross Ref #	
Contact Name/Phone	GENE 625-7865	Project #	
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG	Bid #	CITY OF TACOMA
Agenda Item Type	Purchase w/o Contract	Requisition #	EBO APPROVED
Agenda Item Name	5100-FLEET SERVICES PURCHASE OF REAR LOADING REFUSE COLLECTION		

Agenda Wording

Authorize purchase of twelve (12) CNG (compressed natural gas) rear loading refuse collection trucks for Fleet Services from Western Peterbilt (Spokane, WA) through an Interlocal Purchase Agreement with the City of Tacoma (OPR94-827) - \$4,461,814.38

Summary (Background)

On May 27, 2014 the City of Tacoma awarded a contract to Western Peterbilt, resulting from Bid #ES14-0216F. The research of similar recent bids indicates the pricing is favorable. These are replacement units for the Solid Waste Management Department.

Fiscal Impact		Budget Account	
Expense	\$ 4,461,814.38	#	4500-45100-94000-56404
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	ROMERO, RICK	Other	PWC 2/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	tprince	
For the Mayor	SANDERS, THERESA	gjakubczak	
Additional Approvals		fleetservices	
Purchasing	PRINCE, THEA	taxes & licenses	

**FLEET SERVICES
MEMORANDUM**

March 2, 2016

TO: PURCHASING

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

**SUBJ: PURCHASE OF TWELVE (12) REAR LOADING REFUSE COLLECTION TRUCKS, CNG
POWERED, FOR SOLID WASTE MANAGEMENT**

After extensive consideration, the Fleet Services Department and the Department of Solid Waste Management recommends that the city of Spokane ride-on to a bid initiated by the city of Tacoma (Bid. No. ES14-0216F, May 27, 2014) for the purchase of twelve(12)rear loading refuse collection trucks. Western Peterbilt, a local vendor, is the prime vendor for the bid. The research of similar recent bids indicates that the pricing is favorable. These are replacement units for the Solid Waste Management Department. The base price and options requested are as per the city of Tacoma bid.

Units 428545-54, 428557, 558 RE 17865

12	2016 CCC LET2-46 Dual Drive Rear Loader CNG Chassis per the City of Spokane specifications. Current list price of \$259,731.00 minus 25.5% discount of \$66,231 for a total of \$193,499.59.		
		\$193,499.59	\$2,321,995.08
12	2016 Leach 2R-III CNG 25 yard Rear Loaders per the City of Spokane specifications. Current list price of \$154,587.15 minus 5% discount of \$7,729.36 for a total of \$146,857.79		
		\$146,857.79	\$1,762,293.48
12	Cummins 5 year PP1 5/150 extended engine warranty	\$2,950.00	\$35,400.00
12	Early pay discount for chassis (chassis to be invoiced and paid upon confirmation of arrival at Labrie Mexico)		
		(\$2,106.00)	(\$25,272.00)
	Subtotal	\$341,201.38	\$4,094,416.56
1	Factory visit – Labrie –Mexico (2 city of Spokane personnel)		\$2,750.00
	SUB-TOTAL		\$4,097,166.56
	WA State Sales Tax (8.9%)		\$364,647.82
	TOTAL		\$4,461,814.38

cc: Ken Gimpel
Scott Windsor



WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



February 22, 2016

Mr. Gene Jakubczak
Fleet Services Director
City of Spokane
915 North Nelson
Spokane, WA 99202

REF: AGREEMENT FOR RIDE-ON TO THE CITY OF TACOMA
BID-REFUSE TRUCK –ES14-0216F.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City Spokane for the purchase of (12) Twelve or more Rear Loader Refuse Trucks through a bid extension with the City of Tacoma, reference ES14-0216F. All conditions that applied to this bid will apply to this extension.

Following, please find the breakdown of the base prices and options:

-2016 CCC LET2-46 Dual Drive Rear Loader CNG Chassis per the City of Spokane specifications. Current list price \$ 259,731.00 minus 25.5% discount of \$66,231.41 for a total of \$ 193,499.59.	\$ 193,499.59
-2016 Leach 2R-III CNG 25 yard Rear Loaders per the City of Spokane specifications. Current list of \$154,587.15 minus 5% discount of \$7,729.36 for a total of \$146,857.79.	\$ 146,857.79
-Cummins 5 year PP1 5/150 extended engine warranty.	<u>\$ 2,950.00</u>
Sub Total Per Unit	\$ 343,307.38
-Early pay discount for chassis-(chassis to be paid for upon arrival at Labrie Mexico).	<u>(\$ 2,106.00)</u>
Sub Total Per Unit	\$ 341,201.38
Price extension for Twelve (12) units	\$4,094,416.56
-Factory Pilot Inspection-Labrie Mexico (2 City of Spokane Personell)	<u>\$2,750.00</u>

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

Sub Total	\$4,097,166.56
Washington State Sales Tax (8.9%)	<u>\$ 364,647.82</u>
Total	\$4,461,814.38 =====

Again, all other terms, prices, delivery quotations and all conditions will remain the same as this Tacoma bid. Please see the attached bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

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

03/14/2016

Date Rec'd

3/1/2016

Clerk's File #

OPR 2016-0208

Renews #**Submitting Dept**

FINANCE

Contact Name/Phone

GLORIA 625-6326

Contact E-Mail

GOCHOABRUCK@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

SPOKANE PUBLIC SCHOOLS/CITY OF SPOKANE EDUCATIONAL COOPERATIVE

Agenda Wording

The contract will co-fund the Director Position for continued work in short and long range growth plans for community development in THEZONE and support partnership development.

Summary (Background)

The Hillyard Youth Collaborative model is designed to catalyze and coordinate community efforts to ensure students complete high school with the long term goal of high school graduates enrolling in post-secondary education. This program model provides services to students and families of Garry and Shaw middle schools to ensure educational success for these students. Specifically, at-risk students in each of the two middle schools.

Fiscal Impact

Expense \$ 60,000.00

Select \$

Select \$

Select \$

Budget Account

0020-88100-18900-54201-99999

#

#

#

Approvals**Dept Head**

DUNIVANT, TIMOTHY

Division Director

DUNIVANT, TIMOTHY

Finance

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

Finance Committee

Distribution List**Additional Approvals****Purchasing**

**EDUCATIONAL COOPERATIVE AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND THE CITY OF SPOKANE
Hillyard Youth Collaborative /Director of THEZONE Position**

1. Parties.

This Agreement is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81, ("SPS") and the City of Spokane, ("City"), both Washington municipal corporations Hereinafter referred singularly as "party" and collectively as the "Parties".

2. Purpose.

The Hillyard Youth Collaborative model is designed to catalyze and coordinate community efforts to ensure students complete high school with the long term goal of high school graduates enrolling in post-secondary education. This program model provides services to students and families of Garry and Shaw middle schools to ensure educational success for these students. Specifically, at-risk students in each of the two middle schools are identified and provided with interventions aligned to the specific needs of the individual student.

This Agreement is for the purpose of co-funding the Director position for continued work in short-and long-range growth plans for community development in THEZONE and supported partnership development.

Funding in support of this Agreement is provided by SPS and City.

3. Term.

This Agreement shall be effective for the period January 1, 2016 and continue through December 31, 2016 unless terminated earlier as provided for in paragraph 9 of this Agreement. Pending available funding in support of this position, and agreement between the Parties that the investment is achieving intended outcomes, this Agreement may be renewed for additional one (1) year periods, upon the mutual written consent of both Parties.

4. Responsibilities of the Parties.

SPS shall be responsible for the following under this Agreement:

- 4.1 Staffing. The Director of THEZONE ("Director") providing services under this Agreement shall solely be an employee of SPS and not an employee or agent of the City. SPS has the obligation and right to direct and control the SPS staff member as to how he goes about performing his duties on a day to day basis. SPS shall be responsible for the hiring, training, supervision, evaluation, discipline, and dismissal of its employee in this Director position and all payroll related matters, including, but not limited to, Federal Income Tax Withholding, FICA, DRS contributions, Workers Compensation coverage, unemployment coverage, and other related payroll responsibilities.
- 4.3 Services. The Director will be a twelve (12) month, eight (8) hour per day employee, responsible for working collaboratively with community partners in providing intentional support and advocacy to our most at-risk students and families in THEZONE. Specifically, the Director will be responsible for those Job Duties as listed on **Exhibit A**.
- 4.4 Invoicing. SPS shall invoice the City monthly for a portion (40% not to exceed \$60,000 annually) of the actual expenditures relating to the Director's salary, corresponding stipends, benefits, payroll taxes, and any mutually agreed upon (in writing) other items of the Director, which is defined as 1.0 FTE SPS classified staff member.

- 4.5 Reports. SPS will provide for program/Director evaluation on specific measureable measurement data as identified on **Exhibit A** quarterly, with a final evaluation on the effectiveness of the program to be provided no later than August 31, 2017.

5. The City shall be responsible for the following under this Agreement:

- 5.1 Funding. The City shall provide funding support to cover forty percent (50%) of the salary and benefits for the Directors position during the term of this Agreement, in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00).

6. Rights and Responsibilities of All Parties:

- 6.1 Compliance with Rules and Laws. The Parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to the Agreement, as well as all applicable local policies and procedures. SPS property is a tobacco free, drug free, and weapon free environment. All personnel shall conform to this policy at all times while on SPS premises.
- 6.2 Cooperation/Communication. The Parties acknowledge that regular ongoing communication is vital to the success of the collaborative nature of this Agreement. Each party hereby designates the following persons to be their Coordinator of Services under this Agreement:

SPS: Fred Schrumpf, Director, Community Engagement 509-354-7970

City: Gloria Ochoa-Bruck, Director of Local Government and Multi-Cultural Affairs
509-625-6326

- 6.3 No Dual Employment. The Parties hereby agree that their relationships are that of independent contractors, and nothing in this Agreement shall create or be deemed to create an employer-employee relationship. Neither the City nor any of its officers, agents, employees or volunteers shall have any claim under this Agreement or otherwise against SPS for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability or unemployment insurance benefits or employee benefits of any kind.

Likewise, neither SPS nor any of its officers, agents, employees or volunteers shall have any claim under this Agreement or otherwise against the City for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability or unemployment insurance benefits or employee benefits of any kind.

- 6.4 Nondiscrimination/Anti-Harassment. In the performance of this Agreement, the Parties shall assure compliance with all local, state and federal rules and regulations and shall not discriminate on the basis of age, sex, marital status, race, color, creed, national origin, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, sexual orientation including gender expression or gender identity, or honorably discharged veteran or military status. All Parties agree to comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to this Agreement.

6.5 Indemnification/Hold Harmless/Duty to Defend.

6.5.1 City. The City agrees to indemnify and hold harmless SPS from and against any Claim that may be asserted against SPS, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement.

6.5.2 SPS. SPS agrees to indemnify and hold harmless the City from and against any Claim that may be asserted against the City, if and to the extent the claim against the

indemnatee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement.

6.5.3 The indemnification obligations set forth in Sections 6.5.1-6.5.2 apply to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both Parties based on the concurrent or shared fault of the Parties, a party shall not be required to indemnify the other party for that party's own proportionate share of fault. Attorney fees and litigation expenses incurred by a party in successfully enforcing the indemnification provisions of this Section shall be paid by the party against whom the provision was enforced.

6.5.4 The Parties agree that these indemnification obligations shall apply to claims made by their own employees against an indemnatee, and the City and SPS each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51. This provision has been specifically negotiated.

7. Assignment/Subcontracting/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned or subcontracted without written authorization from the other Parties. Likewise, no party may assign/subcontract their respective rights to any claims or actions arising out of or relating to this Agreement without prior written authorization of the other Parties. Any impermissible delegation, transfer, or assignment shall be null and void.

8. Full Integration/Modification/Notice

This Agreement constitutes the entire and exclusive agreement between the Parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement is executed between the Parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the Parties listed in Paragraph 9 below. Actual receipt by any party to this Agreement constitutes compliance with the requirement to send notice by certified mail or personal delivery.

9. Termination/Written Notice.

9.1 Written Notice. All notices under this Agreement shall be provided to the Parties at their respective address set forth below or at such address as such party may provide in writing from time to time. Any such notice shall be deemed received by the other parties: (i) three (3) days after deposit in the United States mail, duly addressed with postage prepaid return receipt requested; (ii) one (1) day after deposit, for overnight delivery, with a national delivery service (e.g., Federal Express); or (iii) upon personal delivery with signature acceptance. Each party shall promptly notify the other Party of any change in address.

SPS Dr. Mark Anderson School Support Services 200 N. Bernard Spokane, WA 99201	City Gloria Ochoa - Bruck Director of Local Government and Multi-Cultural Affairs 7th Floor, City Hall 808 West Spokane Falls Blvd. Spokane, WA 99201
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9.2 Funding Caveat. In the event funding for activities under this Agreement is withdrawn, reduced, or limited after the effective date of this Agreement, but prior to completion, either party may terminate this Agreement early with thirty (30) days written notice to the other Party. All work performed prior to the termination date will be compensated by the Party.

9.3 Termination for Cause. In the event either party hereto shall fail to observe or perform any of the material covenants, terms, conditions or provisions of this Agreement, then the other party shall have the right to make written demand that said failure be cured. If said failure is not cured within thirty (30) business days, the party giving notice of default shall have the right to terminate this Agreement for cause immediately by providing written notice thereof to the other Parties.

10. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the Parties waiving the breach.

11. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

12. Mandatory Dispute Resolution Procedure.

In the event a dispute arises regarding the terms, conditions, or breach of this Agreement, the Parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

15. Attorneys' Fees and Costs.

In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the Parties shall be required to first mediate their dispute(s) prior to legal action being commenced (as set forth in Section 14 above). After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery, depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.

16. Governing Law/Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

17. Authority to Sign and Obligate.


The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the Parties.

18. Effective Date of Agreement.

This Agreement shall not become effective unless and until signed and properly executed by the Parties.

DATED this _____ day of _____, 2015.

SPOKANE PUBLIC SCHOOLS:

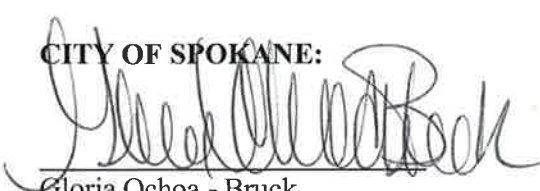


Dr. Mark Anderson
Associate Superintendent,
School Support Services

Date

2-11-16

CITY OF SPOKANE:



Gloria Ochoa - Bruck
Director of Local Government and Multi-Cultural Affairs

Date

2/1/2016

Approved as to form:

16.01.20



Assistant City Attorney

16-416

EXHIBIT A

Director of THEZONE

Job Duties of Andre Wicks

Generalized Activities

1. Design, plan, and implement goal-oriented short-and long-range growth plan for community development in THEZONE.
2. Develop partnerships and linkages within and beyond THEZONE Partnership Network.
3. Develop cross-sector partnerships among and beyond THEZONE Partnership Network.
4. Develop and maintain a positive working relationship with the City of Spokane and Spokane Public Schools staff, partners, and citizens.

Specific/Measureable

1. Complete Promise Zone application
2. Provide skill building opportunity, reduce blight via Project Restoration in THEZONE
3. Build and maintain partnerships relating to THEZONE Project focus areas and help to facilitate the plan within focus areas
4. Seek out and take advantage of opportunities for collaborative solutions in THEZONE with community-based organizations, faith-based organizations, schools, universities, the community college and residents.
5. Reduce student mobility in THEZONE via collaboration with Northeast Community Center and Spokane Housing Authority
6. Increase cross sector collaboration
7. Extend the impact of existing programming
8. Develop a results based accountability framework to assess progress
9. Pursue funding opportunities for activities within THEZONE

Perform other duties as assigned.



Agenda Sheet for City Council Meeting of:
03/14/2016

Date Rec'd	2/24/2016
Clerk's File #	OPR 2013-0295
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	OMA CONTRACT EXTENSION

Agenda Wording

To extend the contract between the City of Spokane and Occupational Medicine Associates for one year, per the original contract that allows for four (4) additional one (1) year periods.

Summary (Background)

This is the third extension request, which will be briefed in Finance Committee on Monday, March 7th. This extension will run through April 30, 2017 and the total of the contract shall not exceed \$120,000. This rate includes, but is not limited to, all pre-employment physicals, ongoing physicals, CDL physicals, on-the-job injury assessments, and fitness for duty assessments.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 120,000.00/year	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

AGREEMENT EXTENSION 3

THIS CONTRACT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", OCCUPATIONAL MEDICINE ASSOCIATES, P.S., whose address is 323 East Second Avenue, Spokane, Washington 99202 as "OMA".

WHEREAS, the parties entered into an Agreement wherein OMA agreed to provide and perform professional medical service in accordance with the Request for Proposals; and

WHEREAS, the original Agreement allows up to four (4) additional one (1) year periods; and

WHEREAS, the parties would like to extend the Agreement; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract dated March 28, 2013 and April 29, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EXTENSION. The contract documents are hereby extended and shall run through April 30, 2017.
3. COMPENSATION. The City shall pay a maximum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) for everything furnished and done under this Contract Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

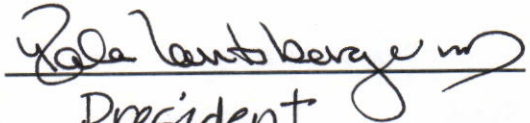
Dated: _____

2/17/16

OCCUPATIONAL MEDICINE
ASSOCIATES, P.S.

E-Mail address: annm@omaspokane.
org

By: _____



Title: _____

President

16-037

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

03/14/2016

Date Rec'd	3/2/2016
Clerk's File #	PRO 2016-0009
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	4203-15
Agenda Item Type	Contract Item	Requisition #	CR 16653
Agenda Item Name	5900 - CONTRACT WITH WESTERN STATES CONSTRUCTION, INC.		

Agenda Wording

Contract with Western States Construction, Inc., for the renovation of the Intermodal outbuilding at 201 West Sprague for the Parking Services Facility.

Summary (Background)

The City owns the Intermodal center at 221 West First Avenue via a 99-year lease with Burlington Northern Railroad that expires in 2091. The Intermodal site has a main building of 25,000+ square feet that houses Amtrak, Greyhound, the SRTMC, and Koochi restaurant. The site also includes a 5,151 square foot outbuilding at the northeast corner of the property. The outbuilding has been occupied by maintenance companies in the past, but it has been vacant for several years. The building has

Fiscal Impact		Budget Account	
Expense	\$ 470,000.00	#	1460 21200 94000 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	LUKAS, ED	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PED 2/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	rlukas@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing	PRINCE, THEA	kkeck@spokanecity.org	
		dsteele@spokanecity.org	
		wsc@air-pipe.com	
		tprince@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

considerable deferred maintenance (e.g., broken windows, interior in disrepair, etc.) Request for Bids proposals were received on December 21, 2015. Western States Construction, Inc. with a low bid of \$410,000.00 plus tax. Total not to exceed \$470,000.00.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

City Clerk's No. _____

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WESTERN STATES CONSTRUCTION, INC., whose address is P.O. Box 308, Valleyford, Washington 99036 as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled CENTRAL PARKING FACILITY BUILDING RENOVATIONS.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Engineering Services Department, and are incorporated into this Contract by reference, as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contractor shall commence work within ten (10) days days after the date of notice to proceed, and once commenced all work must be completed in strict accordance with this Contract within one hundred fifty (150) working days after the project start date is given.
4. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.
5. COMPENSATION. The City will pay FOUR HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$410,000.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.

7. PAYMENT. The Contractor will send its applications for payment to the Director of Asset Management, Second Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

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

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

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

- i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Property insurance if materials and supplies are furnished by the contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M. Best. Copies of all applicable endorsements shall be provided and, if requested complete copies of insurance policies shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

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

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

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

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

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

19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
20. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
22. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
23. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
24. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
25. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Asset Management, and the Contract time and compensation will be adjusted accordingly.
26. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
27. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism,

fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

WESTERN STATES CONSTRUCTION, INC.

Email Address, if available: _____

By: _____

Title: _____

Attachments that are a part of
this Contract:

Payment/Performance Bond
Payment Bond

16-050

PAYMENT BOND

We, WESTERN STATES CONSTRUCTION, INC., as principal, and, _____ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FOUR HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$410,000.00) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the CENTRAL PARKING FACILITY BUILDING RENOVATIONS project. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors;
- B. pay all taxes and contributions, increases and penalties as authorized by law including payment of all taxes incurred on the Contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the principal under Title 82 RCW; and
- C. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

WESTERN STATES CONSTRUCTION, INC.,
AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
).ss
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath
stated that he/she was authorized to sign the document and acknowledged it as the agent
or representative of the named surety company which is authorized to do business in the
State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, WESTERN STATES CONSTRUCTION, INC., as principal, and, _____ as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of FOUR HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$410,000.00) for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the CENTRAL PARKING FACILITY BUILDING RENOVATIONS project. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

WESTERN STATES CONSTRUCTION, INC.,
AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) .ss
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

Rev 3-18-14

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: 4203-15

DESCRIPTION: CENTRAL PARKING FACILITY BUILDING RENOVATIONS

DUE DATE: MONDAY, DECEMBER 21, 2015
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

BID SUBMITTED BY:

COMPANY Western States Construction, Inc.
MAILING ADDRESS P.O. Box 208
Valleyford, WA 99036
PHYSICAL ADDRESS 11612 SR 27
Mica, WA
PHONE NUMBER 509-892-0600
E-MAIL ADDRESS wsc@air-pipe.com

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

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: Central Parking Facility Building Renovations

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ 409,500.⁰⁰

TRENCHING SYSTEM \$ 500.⁰⁰
(when a trench excavation will exceed a depth of four feet)

SALES TAX: (8.7%) \$ 35,670.⁰⁰

TOTAL: \$ 445,670.⁰⁰

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within one hundred fifty (150) working days after the project start date is given.

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of no DOLLARS (\$0.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. WESTESC004L9
(must be in effect at time of bid submittal)

U.B.I. Number 602 048 661

Washington Employment Security Department Number 119959-00 7

Washington Excise Tax Registration Number 602 048 661

City of Spokane Business License Number T12035687BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Western States Construction, Inc.


Signature of Bidder's Authorized Representative

President

Title

P.O. Box 208, Valleyford, WA 99036
Address

509-892-0600
Phone

wsc@air-pipe.com
Email Address

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On January 4, 2016
date

(Seal Or Stamp)

[Signature]
Signature of Notary Public

My appointment expires Feb 19, 2019



SUBCONTRACTOR LIST

City of Spokane Project Name: Central Parking Facility Building Renovations

The prime contract bidder shall not list more than one (1) subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void. (emphasis added)

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

ELECTRICAL: _____ Amount \$ 48,000.

Subcontractor Named: (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

PLUMBING: _____ Amount \$ 24,000

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

HVAC: _____ Amount \$ 30,000.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

SOIL ABATEMENT: Western States Amount \$ 500.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

CONCRETE: Western States Amount \$ 5000⁰⁰

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

WINDOWS: Western States Amount \$ 14,000.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

ROOFING: Western States Amount \$ 30,000.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

SIDING: Western States Amount \$ 5,000.

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

PAINT: CROWN PAINT Amount \$ 7000⁰⁰

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

FLOOR FINISH: FLOOR MAT Amount \$ 5000

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

SHEETROCK: WATER STAIR Amount \$ 22,000

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

EXTERNAL STAIRCASE: WATER STAIR Amount \$ 28,000

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

GARAGE DOORS: CONTINUOUS DOOR Amount \$ 6000⁰⁰

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

DEMOLITION: WATER STAIR Amount \$ 12,000

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

WORK TO BE PERFORMED: _____ Amount \$ _____

Subcontractor Named (List prime contract bidder if prime contract bidder intends to self-perform the work): _____

WORK TO BE PERFORMED: _____ Amount \$ _____

MINORITY AND WOMEN'S BUSINESS ENTERPRISE GOALS

The City of Spokane has established laudatory goals for the procurement of supplies, materials and services, or for subcontracting work for this project from Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) as follows:

**EITHER MBE OR WBE OR A COMBINATION OF BOTH IN THE AMOUNT OF
THREE PERCENT (3%) OF THE TOTAL PROJECT BID AMOUNT**

The current list of the Washington State Office of Minority and Women's Business Enterprises shall be used for all public works construction projects administered by the City.

**ACHIEVEMENT OF THE ABOVE GOALS IS ENCOURAGED. WHETHER OR NOT THE
BIDDER ATTAINS THE ABOVE SPECIFIED GOALS WILL NOT BE USED TO DETERMINE
THE RESPONSIVENESS OF THE BIDDER'S BID PROPOSAL.**

The bidder shall take the following affirmative steps in considering award of subcontracts to the fullest extent possible to qualified minority and women owned businesses:

- (1) including qualified minority and women's businesses on solicitation lists;
- (2) insuring that minority and women's businesses are solicited whenever they are potential sources;
- (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of minority and women's businesses;
- (4) establishing delivery schedules, where requirements of the work permit, which will encourage participation of minority and women's businesses;
- (5) using the services and assistance of the Small Business Administration and the Washington State Office of Minority and Women's Business Enterprise as appropriate.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated (*use additional sheets if necessary*):

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES
---	--

MINORITY BUSINESS SUBCONTRACTING GOAL	\$ _____	MBE TOTAL	\$ _____
--	----------	-----------	----------

WOMEN'S BUSINESS SUBCONTRACTING GOAL	\$ _____	WBE TOTAL	\$ _____
---	----------	-----------	----------

COMBINATION GOAL:	\$ _____	MBE/WBE TOTAL	\$ _____
-------------------	----------	---------------	----------

*Designate MBE or WBE

Mr./ Mrs./ Ms. Maynard Davis has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

This form must be submitted with bid response

Rev 3-18-14

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ _____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, Western States Construction, Inc. as Principal,
and Travelers Casualty and Surety Company of America as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **Central Parking Facility Building Renovations** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on December 21, 2015

Western States Construction, Inc.
AS PRINCIPAL
By: [Signature]
Title: President

A valid POWER OF
ATTORNEY must
accompany this bond.

Travelers Casualty and Surety Company of America
AS SURETY
By: [Signature]
R.A. FIX, Attorney in Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 221140

Certificate No. 006505141

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Christine V. Felicetty, N. B. Fix, R. A. Fix, Myung S. Fix, and Chris A. Fix

of the City of Seattle, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

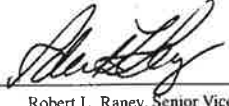
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of September, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 16th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of December, 20 15


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

December 3, 2015

ADDENDUM NO. 1

REQUEST FOR BIDS #4203-15 – Central Parking Facility Building Renovations

This Addendum 1 to Request for Bids #4203-15 – Central Parking Facility Building Renovations is being issued to correct the date for the pre-bid conference and send a revised Attachment 2 "Central Parking Facility Building Renovations -Construction Document Specifications". It was discovered that the document was a duplicate of Attachment 1.

1. The day of the week for the Pre-Bid Conference was incorrectly identified as Monday. The correct information is:

PRE-BID CONFERENCE. A pre-bid conference will be held on **Thursday**, December 10th, 2015, at 9:30 A.M. The location will be 201 W Sprague Ave., Spokane. Washington.

2. Attached to this Addendum and incorporated herein to Addendum and Bid by reference is the Revised Attachment 2: "Central Parking Facility Building Renovations -Construction Document Specifications".

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

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

The undersigned acknowledges receipt of this Addendum.

Western States Construction, Inc
Company

Authorized Signature

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

December 14, 2015

ADDENDUM NO. 2

REQUEST FOR BIDS #4203-15 – Central Parking Facility Building Renovations

This Addendum 2 to Request for Bids #4203-15 - Central Parking Facility Building Renovations is being issued to extend the due date, attach the pre-bid conference meeting sign-in sheet, and provide answers to questions received following the pre-bid conference (walk-thru) held on 10th December, 2014. Questions are identified with "Q". Answers are identified with "A" and red text. An additional Addendum will be released in the next four days with additional questions and answers.

1. The due date for submitting proposals has been extended. The due date is now Monday JANUARY 4, 2015 – 1:00 P.M. local time.
2. Note Attachments 1, 2, 3, 4, and 5. These Attachments are included in this Addendum and incorporated into the Bid documents by reference.

Attachment 1 – Attic Space Pictures

Attachment 2 – Sign-in Sheet from the pre-proposal meeting.

Attachment 3 – EC-01

Attachment 4 – CoS Parking Permit Set Elec

Attachment 5 – COS Parking Facility Avista Utility Map

3. Q: Can the time for submittal of proposal be pushed to 4pm rather 1pm on the 21st December, 2015 for bidders to provide the full bidders list for sub-contractors?
A: No, the time of day for submittals to be due cannot be altered, however, it is not mandatory to provide the full subcontractor list and bidders will not be penalized if a full sub-contractors list is not provided.
4. Q: Clarify what the roof panel should be, as the specification and drawings conflict. The specifications mention "snap seam" but the drawing specifies a panel that is not a snap seam, it is mechanically seamed.
A: Revise Specification Section 074113.16 – Standing Seam Metal Roof Panels; Paragraph 1.4; A.1 Profile: Vertical rib, delete "snap joint". Add "metallically seamed". Magna-Loc 180 panel is preferred.
5. Q: Advise the direction for removal of contaminated soils in bay areas.
A: Bidders should refer to Specifications Appendix: 1-Soil Sampling Results; page 5 Conclusion.
6. Q: Can you provide drawings illustrating existing roof space and existing roof trusses?
A: Please refer to attached photographs in Attachment 1, Attic Space Pictures.

7. **Q: Can you provide the notice to proceed date and project finish date?**
A: The contract start date for this project is projected to be in April 2016, with an estimated duration of five (5) months.
8. **Q: Can you provide the Bidders list?**
A: Please refer to the attached pre-bid sign-in sheet.
9. **Q: On elevation 4 on A2.2 the guardrail appears to extend to the right, Can you please provide how many lineal feet of guardrail will be required**
A: From the drawings and maps, it appears to be about 80 feet from the southwest corner of the building to the corner of the concrete wall, where guardrail is shown on A1.0. However, in order to determine the exact linear ft. please verify in field.
10. **Q: Where is the power fed from to the 201 W. Sprague?**
A: The power is supplied from the Intermodal building, from the main power room located on the first floor inside the new Police precinct.
11. **Q: The existing service disconnect on sheet E1.0 shown to be relocated, is not the on the line side of the transformer and it is not rated for 480 Volt. So it cannot be used for the new service disconnect. Please advise?**
A: Replace existing fused service disconnect with a new 3P-100A fused service disconnect. Refer to attached clarification sketch EC-01 (which supersedes the attached Permit set) titled as Attachment 3.
12. **Q: What are we doing with the existing outside lights? Are they to remain and be reconnected?**
A: Existing exterior luminaires are to be removed. They are being replaced with type W.A1, W.A1E, and W.A2. Circuit as indicated on plans (See attached). Type W.A1E shall be provided an un-switched phase conductor from the home run circuit for that group.
13. **Q: What will control the lights?**
A: Refer to luminaire schedule. All types have an integral photocell.
14. **Q: The power feed for the building does not have a meter on the building I assume it is fed from the transformer to the west of the building and is metered for their. Is this to remain this way?**
A: According to Jason Stippich with Avista, the building is "FED FROM 500 KVA 277/280V PADMOUNT TRANSFORMER FROM OVERHEAD LINES" west of the building. The existing padmount transformer, meter, and lines are to remain as is. Refer to attached sketch provided by Avista.
15. **Q: The panel existing panel shown with in ER is this to be the new panel M?**
A: The existing panel shown with "ER" is to be demolished and not reused. Panel "M" is a new 200 A, 3 phase, 4 wire panel as indicated on panel schedule.



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

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

The undersigned acknowledges receipt of this Addendum.

Western State Construction, Inc.
Company


Authorized Signature

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

January 4, 2016

ADDENDUM NO. 3

REQUEST FOR BIDS #4203-15 – Central Parking Facility Building Renovations

This Addendum 3 to Request for Bids #4203-15 - Central Parking Facility Building Renovations is being issued to extend the due date because a typographical error incorrectly identified the due date as January 4, 2015 in Addendum 2.

1. The due date for submitting Bid proposals has been extended. The due date is now Monday JANUARY 11, 2016 – 1:00 P.M. local time.

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

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

The undersigned acknowledges receipt of this Addendum.

Western States Construction, Inc.

Company

Authorized Signature

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

03/14/2016

Date Rec'd	3/1/2016
Clerk's File #	PRO 2016-0010
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015129
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	PENDING ACH
Agenda Item Name	0370 - LOW BID AWARD - WEST COMPANY		

Agenda Wording

Low Bid of West Company (Airway Heights, WA) for Qualchan Force Main - \$228,884.50 plus tax. An administrative reserve of \$22,888.45 plus tax, which is 10% of the contract price plus tax will be set aside. (Latah/Hangman Valley Neighborhood Council)

Summary (Background)

On February 29, 2016 bids were opened for the above project. The low bid was from West Company in the amount of \$228,884.50, which is \$106,537.50 or 31.76% under the Engineer's Estimate; seven other bids were received as follows: Red Diamond Construction, Inc. - \$248,533.30, Earthworks Northwest - \$248,922.00, Sandry Construction - \$249,700.00, Halme Construction, Inc. - \$291,835.40, Wesslen Construction - \$295,487.34, Murphy Brothers - \$323,884.90, and S&L Underground, Inc. - \$337,829.00.

Fiscal Impact		Budget Account	
Expense	\$ 228,884.50	#	4340-43101-94000-56501-00370
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	TWOHIG, KYLE	Other	Public Works 2/8/2016
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
February 8, 2016

Subject:

Qualchan Force Main Replacement (2015129)

Background:

The proposed project replaces the 8-inch diameter PVC pressure main from the lift station to its terminus at US 195 with an 8-inch ductile iron force main on Meadow Lane Road just south of Qualchan Golf Course. Because of past problems with PVC pressure mains, the Sewer Department is in the process of replacing all PVC with ductile iron.

The proposed main will be installed adjacent to the existing main under the north half of the street which will then be repaved.

Public Impact:

Sewer service will not be disrupted by the project. Golf course and resident access will be maintained throughout the project. This project has been coordinated with Qualchan Golf Course representatives.

Action:

Information is provided for Council consideration. The Engineer's Estimate for the project is \$350,000. The project will be advertised at the beginning of February and a recommendation for award forwarded to Council after bids have opened.

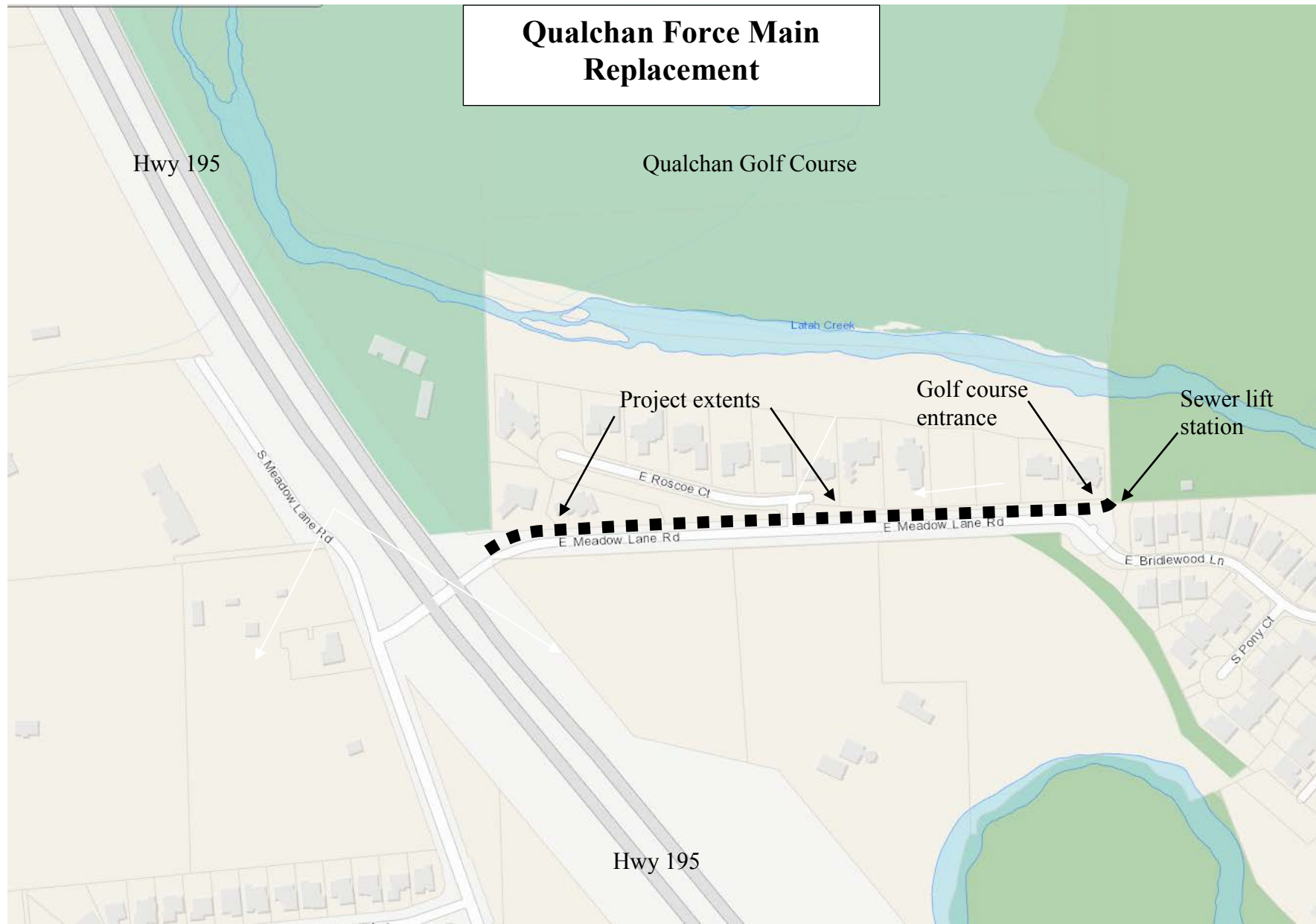
Funding

This project is funded with Sewer Department rate revenue.

Attachments

Project location map

Qualchan Force Main Replacement



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

Project Number: 2015129

Project Description Qualchan Force Main

Original Date 2/2/2016 10:46:43 AM

Funding Source Local

Update Date 2/29/2016 3:15:36 PM

Preparer Jonathan Adams

Addendum

Project Number: 2015129			Engineer's Estimate		West Company, Inc_		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction 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

Sewer Force Main

Sales tax shall NOT be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,000.00	*****	500.50	*****	400.00
103	POTHOLING	10 EA	300.00	3,000.00	350.00	3,500.00	392.40	3,924.00	100.00	1,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	500.00	2,500.00	425.00	2,125.00	440.00	2,200.00	400.00	2,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	2,000.00	*****	2,200.00	*****	2,400.00
106	MOBILIZATION	1 LS	*****	35,000.00	*****	27,000.00	*****	20,475.00	*****	43,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	23,000.00	*****	7,000.00	*****	1,210.00	*****	8,500.00
108	SPECIAL SIGNS	30 SF	20.00	600.00	11.00	330.00	11.00	330.00	12.00	360.00
109	TYPE III BARRICADE	8 EA	75.00	600.00	16.00	128.00	16.50	132.00	50.00	400.00
110	TEMPORARY GOLF COURSE ACCESS	1 LS	*****	10,000.00	*****	1,600.00	*****	652.80	*****	4,500.00
111	REMOVE EXISTING CURB	55 LF	3.00	165.00	13.00	715.00	11.00	605.00	5.00	275.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	145 SY	7.00	1,015.00	17.00	2,465.00	12.00	1,740.00	7.00	1,015.00
113	SAWCUTTING CURB	2 EA	30.00	60.00	21.00	42.00	22.00	44.00	65.00	130.00
114	SAWCUTTING RIGID PAVEMENT	24 LFI	1.00	24.00	2.00	48.00	1.10	26.40	1.00	24.00

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		West Company, Inc_		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer Force Main					Sales tax shall NOT be included in unit prices					
115	SAWCUTTING FLEXIBLE PAVEMENT	4170 LFI	0.30	1,251.00	0.20	834.00	0.28	1,167.60	0.75	3,127.50
116	CREEK AT QUALCHAN SIGN	1 LS	*****	15,000.00	*****	1,000.00	*****	1,100.00	*****	3,000.00
117	ROADWAY EXCAVATION INCL. HAUL	505 CY	12.00	6,060.00	20.00	10,100.00	17.35	8,761.75	16.00	8,080.00
118	PREPARATION OF UNTREATED ROADWAY	2596 SY	1.50	3,894.00	1.75	4,543.00	1.73	4,491.08	1.65	4,283.40
119	CRUSHED SURFACING TOP COURSE	145 CY	35.00	5,075.00	53.00	7,685.00	56.67	8,217.15	50.00	7,250.00
120	CRUSHED SURFACING BASE COURSE	145 CY	30.00	4,350.00	53.00	7,685.00	56.67	8,217.15	50.00	7,250.00
121	CSTC FOR SIDEWALK AND DRIVEWAYS	14 CY	40.00	560.00	68.00	952.00	64.37	901.18	50.00	700.00
122	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2596 SY	18.00	46,728.00	13.00	33,748.00	13.53	35,123.88	19.65	51,011.40
123	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
124	COMPACTION PRICE ADJUSTMENT	1 EST	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
125	GRAVEL BACKFILL FOR DRYWELL	2 EA	500.00	1,000.00	650.00	1,300.00	180.00	360.00	500.00	1,000.00
126	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	250.00	750.00	250.00	750.00	300.00	900.00
127	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	15.00	750.00	27.50	1,375.00	15.46	773.00	16.00	800.00
128	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	30.00	1,500.00	24.00	1,200.00	45.00	2,250.00	20.00	1,000.00
129	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	500.00	*****	500.00	*****	1,000.00
130	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	750.00	750.00	987.80	987.80	500.00	500.00
131	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00	2,700.00	2,700.00	1,188.60	1,188.60	850.00	850.00
132	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	500.00	*****	2,200.00	*****	900.00

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		West Company, Inc_		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer Force Main					Sales tax shall NOT be included in unit prices					
133	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	2,700.00	2,700.00	1,000.00	1,000.00	600.00	600.00
134	CLEANING EXISTING SANITARY SEWER	3 EA	300.00	900.00	450.00	1,350.00	256.67	770.01	400.00	1,200.00
135	DI SANITARY SEWER FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION	1485 LF	80.00	118,800.00	38.00	56,430.00	50.67	75,244.95	40.00	59,400.00
136	SANITARY SEWER BYPASS	1 LS	*****	20,000.00	*****	20,500.00	*****	22,590.60	*****	16,000.00
137	IMPORTED OR SCREENED NATIVE BEDDING	1485 LF	6.00	8,910.00	2.50	3,712.50	2.00	2,970.00	0.20	297.00
138	ESC LEAD	1 LS	*****	1,000.00	*****	700.00	*****	500.00	*****	600.00
139	INLET PROTECTION	3 EA	90.00	270.00	100.00	300.00	100.00	300.00	100.00	300.00
140	HYDROSEEDING	240 SY	7.00	1,680.00	5.00	1,200.00	5.23	1,255.20	5.00	1,200.00
141	SOD INSTALLATION	480 SY	9.00	4,320.00	14.50	6,960.00	9.90	4,752.00	4.00	1,920.00
142	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,300.00	*****	1,300.00	*****	1,320.00	*****	1,200.00
143	CEMENT CONCRETE CURB	55 LF	18.00	990.00	51.00	2,805.00	52.80	2,904.00	30.00	1,650.00
144	CEMENT CONCRETE DRIVEWAY	120 SY	48.00	5,760.00	46.00	5,520.00	48.40	5,808.00	55.00	6,600.00
145	ADJUST MONUMENT FRAME AND COVER	1 EA	300.00	300.00	700.00	700.00	420.00	420.00	650.00	650.00
146	CEMENT CONC. SIDEWALK	4 SY	40.00	160.00	33.00	132.00	33.00	132.00	65.00	260.00
<i>Schedule Totals</i>				335,422.00		228,884.50		231,995.65		248,533.30

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		Earthworks Northwest Inc		Sandry Constructions Company Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer Force Main					Sales tax shall NOT be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	300.00	*****	1,177.00	*****	800.00
103	POTHOLING	10 EA	300.00	3,000.00	240.00	2,400.00	246.00	2,460.00	500.00	5,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	500.00	2,500.00	400.00	2,000.00	35.00	175.00	420.00	2,100.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	1,500.00	*****	1,740.00	*****	2,100.00
106	MOBILIZATION	1 LS	*****	35,000.00	*****	25,000.00	*****	15,826.50	*****	29,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	23,000.00	*****	20,000.00	*****	13,920.00	*****	17,500.00
108	SPECIAL SIGNS	30 SF	20.00	600.00	15.00	450.00	11.50	345.00	10.50	315.00
109	TYPE III BARRICADE	8 EA	75.00	600.00	30.00	240.00	18.00	144.00	21.00	168.00
110	TEMPORARY GOLF COURSE ACCESS	1 LS	*****	10,000.00	*****	2,160.00	*****	5,450.00	*****	5,000.00
111	REMOVE EXISTING CURB	55 LF	3.00	165.00	7.00	385.00	17.00	935.00	2.40	132.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	145 SY	7.00	1,015.00	6.00	870.00	11.00	1,595.00	4.90	710.50
113	SAWCUTTING CURB	2 EA	30.00	60.00	180.00	360.00	23.00	46.00	21.00	42.00
114	SAWCUTTING RIGID PAVEMENT	24 LFI	1.00	24.00	5.00	120.00	0.25	6.00	1.05	25.20
115	SAWCUTTING FLEXIBLE PAVEMENT	4170 LFI	0.30	1,251.00	1.30	5,421.00	0.25	1,042.50	0.21	875.70
116	CREEK AT QUALCHAN SIGN	1 LS	*****	15,000.00	*****	2,500.00	*****	10,847.00	*****	7,200.00
117	ROADWAY EXCAVATION INCL. HAUL	505 CY	12.00	6,060.00	19.00	9,595.00	27.00	13,635.00	29.40	14,847.00
118	PREPARATION OF UNTREATED ROADWAY	2596 SY	1.50	3,894.00	0.50	1,298.00	1.50	3,894.00	1.25	3,245.00
119	CRUSHED SURFACING TOP COURSE	145 CY	35.00	5,075.00	23.40	3,393.00	45.00	6,525.00	53.60	7,772.00

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		Earthworks Northwest Inc		Sandry Conststruction Company Inc		Halme Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Sewer Force Main					Sales tax shall NOT be included in unit prices					
120	CRUSHED SURFACING BASE COURSE	145 CY	30.00	4,350.00	21.00	3,045.00	36.00	5,220.00	50.60	7,337.00
121	CSTC FOR SIDEWALK AND DRIVEWAYS	14 CY	40.00	560.00	25.00	350.00	54.50	763.00	82.00	1,148.00
122	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2596 SY	18.00	46,728.00	15.00	38,940.00	14.25	36,993.00	13.00	33,748.00
123	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
124	COMPACTION PRICE ADJUSTMENT	1 EST	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
125	GRAVEL BACKFILL FOR DRYWELL	2 EA	500.00	1,000.00	400.00	800.00	193.00	386.00	785.00	1,570.00
126	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	300.00	900.00	493.00	1,479.00	105.00	315.00
127	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	15.00	750.00	26.00	1,300.00	37.00	1,850.00	16.00	800.00
128	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	30.00	1,500.00	26.00	1,300.00	28.00	1,400.00	11.00	550.00
129	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	2,500.00	*****	1,177.00	*****	12,300.00
130	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	450.00	450.00	1,992.00	1,992.00	1,000.00	1,000.00
131	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00	630.00	630.00	1,528.00	1,528.00	1,150.00	1,150.00
132	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,800.00	*****	1,231.00	*****	4,800.00
133	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	2,000.00	2,000.00	1,057.00	1,057.00	1,865.00	1,865.00
134	CLEANING EXISTING SANITARY SEWER	3 EA	300.00	900.00	600.00	1,800.00	464.00	1,392.00	316.00	948.00
135	DI SANITARY SEWER FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION	1485 LF	80.00	118,800.00	50.00	74,250.00	44.00	65,340.00	38.25	56,801.25
136	SANITARY SEWER BYPASS	1 LS	*****	20,000.00	*****	20,000.00	*****	24,235.00	*****	43,000.00
137	IMPORTED OR SCREENED NATIVE BEDDING	1485 LF	6.00	8,910.00	2.00	2,970.00	6.00	8,910.00	6.75	10,023.75

Project Number: 2015129			Engineer's Estimate		Earthworks Northwest Inc		Sandry Conststruction Company Inc		Halme Construction 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

Sewer Force Main

Sales tax shall NOT be included in unit prices

138	ESC LEAD	1 LS	*****	1,000.00	*****	500.00	*****	588.00	*****	940.00
139	INLET PROTECTION	3 EA	90.00	270.00	60.00	180.00	125.00	375.00	63.00	189.00
140	HYDROSEEDING	240 SY	7.00	1,680.00	5.00	1,200.00	1.35	324.00	5.00	1,200.00
141	SOD INSTALLATION	480 SY	9.00	4,320.00	10.00	4,800.00	6.25	3,000.00	10.00	4,800.00
142	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,300.00	*****	800.00	*****	1,740.00	*****	1,260.00
143	CEMENT CONCRETE CURB	55 LF	18.00	990.00	55.00	3,025.00	24.00	1,320.00	32.00	1,760.00
144	CEMENT CONCRETE DRIVEWAY	120 SY	48.00	5,760.00	50.00	6,000.00	50.00	6,000.00	44.40	5,328.00
145	ADJUST MONUMENT FRAME AND COVER	1 EA	300.00	300.00	150.00	150.00	483.00	483.00	210.00	210.00
146	CEMENT CONC. SIDEWALK	4 SY	40.00	160.00	60.00	240.00	38.50	154.00	240.00	960.00
Schedule Totals				335,422.00		248,922.00		249,700.00		291,835.40

Project Number: 2015129			Engineer's Estimate		Wesslen Construction Inc		Murphy Brothers Inc		S & L Underground 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

Sewer Force Main

Sales tax shall NOT be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,200.00	*****	450.00	*****	1,000.00
103	POTHOLING	10 EA	300.00	3,000.00	936.00	9,360.00	400.00	4,000.00	250.00	2,500.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	5 EA	500.00	2,500.00	744.00	3,720.00	400.00	2,000.00	600.00	3,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	600.00	*****	3,000.00	*****	1,200.00
106	MOBILIZATION	1 LS	*****	35,000.00	*****	41,130.00	*****	35,000.00	*****	35,000.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	23,000.00	*****	14,500.00	*****	25,000.00	*****	34,000.00
108	SPECIAL SIGNS	30 SF	20.00	600.00	12.00	360.00	15.00	450.00	10.00	300.00
109	TYPE III BARRICADE	8 EA	75.00	600.00	24.00	192.00	40.00	320.00	120.00	960.00
110	TEMPORARY GOLF COURSE ACCESS	1 LS	*****	10,000.00	*****	5,460.00	*****	14,000.00	*****	5,000.00
111	REMOVE EXISTING CURB	55 LF	3.00	165.00	20.11	1,106.05	8.00	440.00	8.00	440.00
112	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	145 SY	7.00	1,015.00	26.48	3,839.60	10.00	1,450.00	10.00	1,450.00
113	SAWCUTTING CURB	2 EA	30.00	60.00	24.00	48.00	45.00	90.00	50.00	100.00
114	SAWCUTTING RIGID PAVEMENT	24 LFI	1.00	24.00	1.04	24.96	1.00	24.00	10.00	240.00
115	SAWCUTTING FLEXIBLE PAVEMENT	4170 LFI	0.30	1,251.00	0.35	1,459.50	0.35	1,459.50	1.00	4,170.00
116	CREEK AT QUALCHAN SIGN	1 LS	*****	15,000.00	*****	7,158.00	*****	4,250.00	*****	1,000.00
117	ROADWAY EXCAVATION INCL. HAUL	505 CY	12.00	6,060.00	9.33	4,711.65	20.00	10,100.00	15.00	7,575.00
118	PREPARATION OF UNTREATED ROADWAY	2596 SY	1.50	3,894.00	2.54	6,593.84	1.75	4,543.00	1.00	2,596.00
119	CRUSHED SURFACING TOP COURSE	145 CY	35.00	5,075.00	46.04	6,675.80	45.00	6,525.00	38.00	5,510.00

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		Wesslen Construction Inc		Murphy Brothers Inc		S & L Underground 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> Sewer Force Main					Sales tax shall NOT be included in unit prices					
120	CRUSHED SURFACING BASE COURSE	145 CY	30.00	4,350.00	53.70	7,786.50	38.00	5,510.00	38.00	5,510.00
121	CSTC FOR SIDEWALK AND DRIVEWAYS	14 CY	40.00	560.00	22.86	320.04	40.00	560.00	55.00	770.00
122	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2596 SY	18.00	46,728.00	15.40	39,978.40	12.90	33,488.40	13.00	33,748.00
123	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
124	COMPACTION PRICE ADJUSTMENT	1 EST	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
125	GRAVEL BACKFILL FOR DRYWELL	2 EA	500.00	1,000.00	615.50	1,231.00	1,200.00	2,400.00	1,600.00	3,200.00
126	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	350.00	1,050.00	300.00	900.00	800.00	2,400.00
127	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	15.00	750.00	20.40	1,020.00	16.00	800.00	15.00	750.00
128	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	30.00	1,500.00	18.88	944.00	30.00	1,500.00	38.00	1,900.00
129	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	3,000.00	*****	1,000.00	*****	1,500.00
130	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	2,863.00	2,863.00	800.00	800.00	500.00	500.00
131	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	300.00	300.00	1,984.00	1,984.00	800.00	800.00	500.00	500.00
132	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	3,600.00	*****	1,500.00	*****	4,000.00
133	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	3,586.00	3,586.00	3,300.00	3,300.00	1,500.00	1,500.00
134	CLEANING EXISTING SANITARY SEWER	3 EA	300.00	900.00	1,300.00	3,900.00	350.00	1,050.00	600.00	1,800.00
135	DI SANITARY SEWER FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION	1485 LF	80.00	118,800.00	44.40	65,934.00	45.00	66,825.00	65.00	96,525.00
136	SANITARY SEWER BYPASS	1 LS	*****	20,000.00	*****	18,990.00	*****	65,000.00	*****	50,000.00
137	IMPORTED OR SCREENED NATIVE BEDDING	1485 LF	6.00	8,910.00	2.86	4,247.10	5.00	7,425.00	2.00	2,970.00

<i>Project Number:</i> 2015129			<i>Engineer's Estimate</i>		Wesslen Construction Inc		Murphy Brothers Inc		S & L Underground 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> Sewer Force Main					Sales tax shall NOT be included in unit prices					
138	ESC LEAD	1 LS	*****	1,000.00	*****	1,200.00	*****	450.00	*****	1,500.00
139	INLET PROTECTION	3 EA	90.00	270.00	402.00	1,206.00	65.00	195.00	150.00	450.00
140	HYDROSEEDING	240 SY	7.00	1,680.00	14.08	3,379.20	3.25	780.00	3.00	720.00
141	SOD INSTALLATION	480 SY	9.00	4,320.00	14.24	6,835.20	10.00	4,800.00	12.00	5,760.00
142	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,300.00	*****	1,440.00	*****	2,750.00	*****	5,000.00
143	CEMENT CONCRETE CURB	55 LF	18.00	990.00	64.10	3,525.50	30.00	1,650.00	55.00	3,025.00
144	CEMENT CONCRETE DRIVEWAY	120 SY	48.00	5,760.00	58.75	7,050.00	40.00	4,800.00	50.00	6,000.00
145	ADJUST MONUMENT FRAME AND COVER	1 EA	300.00	300.00	696.00	696.00	300.00	300.00	600.00	600.00
146	CEMENT CONC. SIDEWALK	4 SY	40.00	160.00	145.50	582.00	300.00	1,200.00	40.00	160.00
<i>Schedule Totals</i>				335,422.00		295,487.34		323,884.90		337,829.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	335,422.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	335,422.00
West Company, Inc.	228,884.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	228,884.50
T LaRiviere Equipment	231,995.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,995.65
Red Diamond Construc	248,533.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248,533.30
Earthworks Northwest I	248,922.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	248,922.00
Sandry Construction	249,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249,700.00
Halme Construction Inc	291,835.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	291,835.40
Wesslen Construction I	295,487.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	295,487.34
Murphy Brothers Inc	323,884.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	323,884.90
S & L Underground inc	337,829.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	337,829.00

Low Bid Contractor: West Company, Inc.

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$248,797.45	\$364,603.71	31.76	% Under Estimate
Bid Totals	\$248,797.45	\$364,603.71	31.76	% Under Estimate

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

03/14/2016

Date Rec'd	3/1/2016
Clerk's File #	PRO 2016-0011
Renews #	
Cross Ref #	
Project #	2016042
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - LOW BID AWARD - BACON CONCRETE, INC.

Agenda Wording

Low Bid of Bacon Concrete, Inc. (Spokane, WA) for 2016 Street Maintenance Curb Ramp Projects - \$167,795.00. An administrative reserve of \$16,779.50, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On February 29, 2016 bids were opened for the above project. The low bid was from Bacon Concrete, Inc. in the amount of \$167,795.00, which is \$8,621.00 or 4.89% under the Engineer's Estimate; two other bids were received as follows: Cameron-Reilly, LLC (Palm Desert, CA) - \$179,339.00 and William Winkler Company (Newman Lake, WA) - \$215,420.70.

Fiscal Impact		Budget Account	
Expense	\$ 167,795.00	#	Pending
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	TWOHIG, KYLE	Other	Public Works 2/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		jahensley@spokanecity.org	
		kgoodman@spokanecity.org	
		mhughes@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
February 22, 2016

Subject:

Street Maintenance Curb Ramp project (2016042)

Background:

This project upgrades curb ramps on streets where the Street Department will do grind and overlay work in 2016. The locations are shown on the attached exhibits.

The project is scheduled to begin approximately in April and be completed June.

Public Impact:

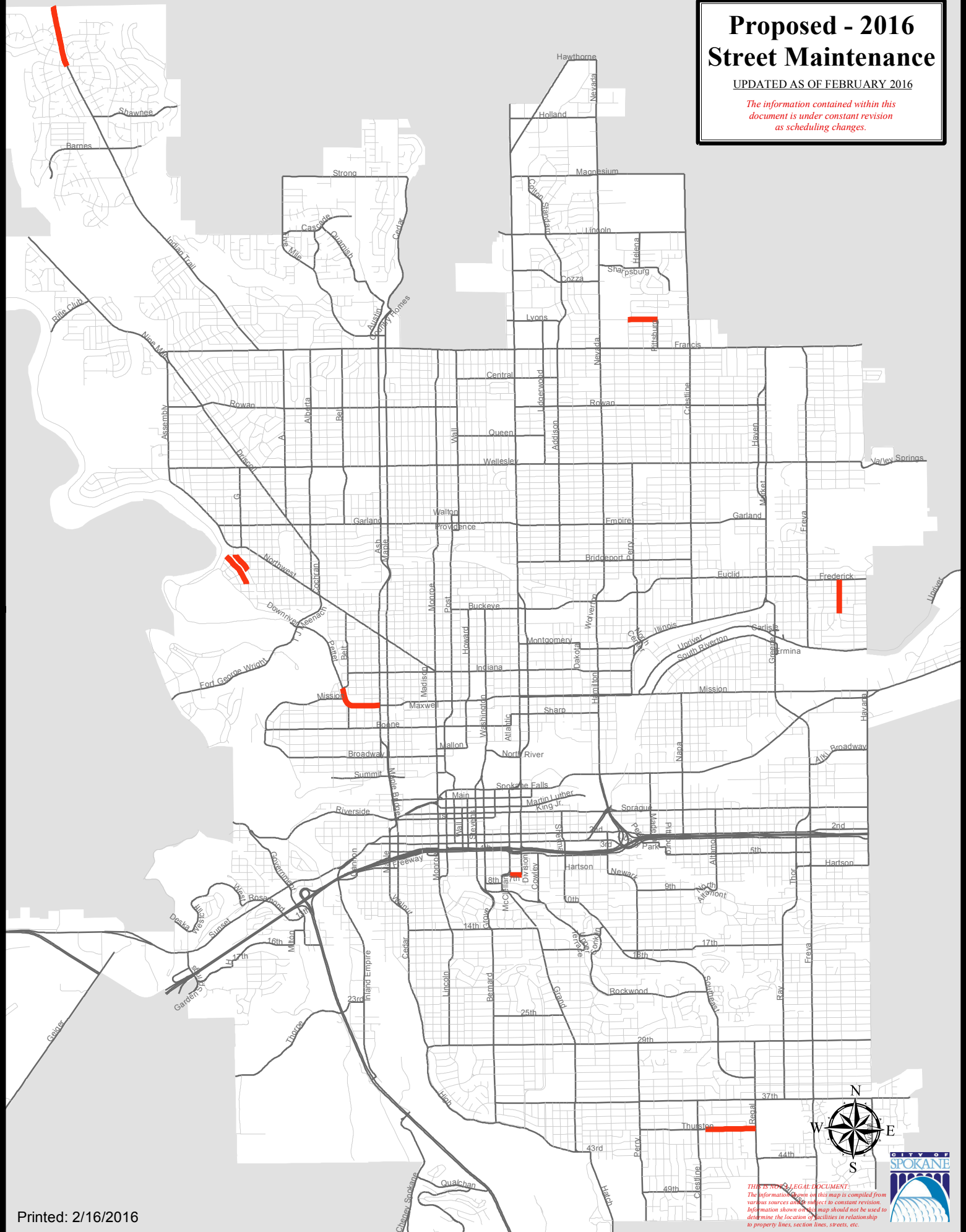
This work will require lane closures in some locations and have no effect on traffic in other locations.

Action: This information is provided for Council consideration. The preliminary Engineer's Estimate for this project is approximately \$180,000.00. The project will be forwarded to City Council with a recommendation of award to the lowest responsible bidder.

Funding

Project is funded by the Street Department.

The information contained within this document is under constant revision as scheduling changes.



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

Project Number: 2016042

Project Description 2016 Street Maintenance Curb Ramp Projects

Original Date 2/8/2016 10:28:14 AM

Funding Source Local

Update Date 2/29/2016 1:43:56 PM

Preparer Gerald Okihara

Addendum

Project Number: 2016042			Engineer's Estimate		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
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 ADDENDUM NO. 1

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
102	SPCC PLAN	1	LS	*****	500.00	*****	400.00	*****	500.00	*****
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	20	EA	400.00	8,000.00	375.00	7,500.00	400.00	8,000.00	392.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1	LS	*****	2,000.00	*****	2,600.00	*****	2,750.00	*****
105	MINIMUM SET UP FEE	7	EA	500.00	3,500.00	200.00	1,400.00	750.00	5,250.00	250.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	5,000.00	*****	20,600.00	*****	2,500.00	*****
107	FLAGGERS AND SPOTTERS	200	HR	50.00	10,000.00	45.00	9,000.00	56.00	11,200.00	40.00
108	CLEARING AND GRUBBING	1	LS	*****	500.00	*****	4,000.00	*****	2,500.00	*****
109	AIR OR HYDRO EXCAVATION	6	EA	400.00	2,400.00	500.00	3,000.00	550.00	3,300.00	533.50
110	REMOVE TREE, CLASS II	1	EA	850.00	850.00	500.00	500.00	550.00	550.00	462.00
111	TREE PRUNING	8	EA	300.00	2,400.00	230.00	1,840.00	300.00	2,400.00	231.00
112	REMOVE EXISTING CURB	850	LF	9.00	7,650.00	5.00	4,250.00	10.00	8,500.00	5.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	900	SY	13.00	11,700.00	10.00	9,000.00	15.00	13,500.00	20.74
114	SAWCUTTING CURB	140	EA	30.00	4,200.00	20.00	2,800.00	35.00	4,900.00	12.53

<i>Project Number:</i> 2016042			<i>Engineer's Estimate</i>		Bacon Concrete Inc		Cameron-Reilly		William Winkler Company	
<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> ADDENDUM NO. 1					Sales tax shall be included in unit prices					
115	SAWCUTTING RIGID PAVEMENT	3850 LFI	2.50	9,625.00	1.00	3,850.00	1.00	3,850.00	0.25	962.50
116	CONTROLLED DENSITY FILL	10 CY	80.00	800.00	65.00	650.00	75.00	750.00	100.00	1,000.00
117	CSTC FOR SIDEWALK AND DRIVEWAYS	58 CY	70.00	4,060.00	55.00	3,190.00	70.00	4,060.00	100.00	5,800.00
118	CEMENT CONCRETE CURB WALL	100 LF	60.00	6,000.00	45.00	4,500.00	50.00	5,000.00	54.41	5,441.00
119	ESC LEAD	1 LS	*****	800.00	*****	1,500.00	*****	725.00	*****	1,600.00
120	INLET PROTECTION	50 EA	75.00	3,750.00	25.00	1,250.00	20.00	1,000.00	75.00	3,750.00
121	SOD INSTALLATION	200 SY	15.00	3,000.00	15.00	3,000.00	12.00	2,400.00	22.93	4,586.00
122	4 IN. PVC IRRIGATION SLEEVE	300 LF	7.00	2,100.00	5.00	1,500.00	5.00	1,500.00	9.38	2,814.00
123	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	10,000.00	*****	7,000.00	*****	2,500.00	*****	6,600.00
124	CEMENT CONCRETE CURB	900 LF	22.00	19,800.00	20.00	18,000.00	22.00	19,800.00	20.00	18,000.00
125	CEMENT CONC. SIDEWALK	900 SY	45.00	40,500.00	36.00	32,400.00	50.00	45,000.00	45.00	40,500.00
126	RAMP DETECTABLE WARNING	504 SF	20.00	10,080.00	16.00	8,064.00	20.00	10,080.00	20.00	10,080.00
127	MOBILIZATION	1 LS	*****	5,000.00	*****	13,000.00	*****	14,223.00	*****	19,215.00
128	CEMENT CONC. CURB AND GUTTER	100 LF	22.00	2,200.00	30.00	3,000.00	26.00	2,600.00	21.00	2,100.00
<i>Schedule Totals</i>				176,416.00		167,795.00		179,339.00		215,420.70

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	176,416.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	176,416.00
Bacon Concrete Inc	167,795.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	167,795.00
Cameron-Reilly	179,339.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	179,339.00
William Winkler Compa	215,420.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	215,420.70

Low Bid Contractor: Bacon Concrete Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$167,795.00	\$176,416.00	4.89	% Under Estimate
Bid Totals	\$167,795.00	\$176,416.00	4.89	% Under Estimate



Agenda Sheet for City Council Meeting of:
03/14/2016

Date Rec'd	3/2/2016
Clerk's File #	CPR 1981-0400
Renews #	

Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 625-6774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions	Requisition #	
Agenda Item Name	0520 RE-APPOINTMENT OF JIM KERSHNER TO THE LIBRARY BOARD OF		

Agenda Wording

Re-appointment of Jim Kershner to the Library Board of Trustees for a five year term, from 4/1/16 - 3/31/21.

Summary (Background)

Re-appointment of Jim Kershner to the Library Board of Trustees for a five year term, from 4/1/16 - 3/31/21.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	COTE, BRANDY	Study Session	
Division Director		Other	
Finance		Distribution List	
Legal		rbarden@spokanelibrary.org	
For the Mayor	SANDERS, THERESA	bcote@spokanecity.org	
Additional Approvals			
Purchasing			

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

03/14/2016

Date Rec'd

3/2/2016

Clerk's File #

ORD C35373

Renews #**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Contact Name/Phone

SUZI 625-6803

Contact E-Mail

SSCHEIDEGGER@SPOKANECITY.ORG

Agenda Item Type

Emergency Budget Ordinance

Agenda Item Name

1540 EMERGENCY BUDGET ORDINANCE RELATING TO HHAA FUNDS

Cross Ref #

ORD C35322

Project #**Bid #****Requisition #****Agenda Wording**

Amending Ordinance No. C-35322 and appropriating funds in the Human Services Grants (HSG) fund. FROM: HSG fund - Unappropriated Reserves, \$390,480; TO: HSG - HHAA Contractual Services, same amount. This action budgets grant funding from

Summary (Background)

The Community Housing and Human Services department received approval from City Council on November 23, 2015 through OPR 2015-0970 to appropriate \$1.6 million in Homeless Housing and Assistance Act funds for city-wide contractual services between January 1, 2016 and June 30, 2017. The approved budget for 2016 had allocations of \$893,216, however \$1,245,696 would be needed to meet obligations. CHHS is requesting an additional \$390,480 from unappropriated cash reserves to cover additional

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

CROW, ROB

Study Session**Division Director**

MALLAHAN, JONATHAN

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

sscheidegger

For the Mayor

SANDERS, THERESA

smorley

Additional Approvals

rcrow

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

unappropriated reserves to cover approved allocations for homeless programs.

Summary (Background)

contract costs and related payroll services. Unappropriated cash as of 2/26/2016 was \$1,263,057.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-99999	Human Services Grants Fund	
	99999-	Unappropriated Reserves	<u>\$ 390,480</u>

TO:	1540-65313	Human Services Grants Fund	
	65410-54201	HHAA Contractual Services	<u>\$ 390,480</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to meet approved funding allocations for homeless programs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/14/2016

Date Rec'd

3/2/2016

Clerk's File #

ORD C35374

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #

ORD C-35322

Contact Name/Phone

ED LUKAS 625-6286

Project #**Contact E-Mail**

RLUKAS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Emergency Budget Ordinance

Requisition #**Agenda Item Name**

5900 - EBO - PARKING ENFORCEMENT BUILDING RENOVATION

Agenda Wording

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of

Summary (Background)

Renovation dollars were budgeted in 2015 but were unused at that time and were transferred into parking meter revenue fund. EBO withdraws a portion of those same funds that had been reserved.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

LUKAS, ED

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 2/22/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

rlukas@spokanecity.org

Additional Approvals

dsteele@spokanecity.org

Purchasing

mhughes@spokanecity.org

kkeck@spokanecity.org

tdunivant@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

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

Distribution List

ORDINANCE NO C35374

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Parking Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Parking Fund, and the budget annexed thereto with reference to the Parking Fund, the following changes be made:

FROM:	1460-99999	Parking Fund	
	99999	Unappropriated Reserves	<u>\$ 170,000</u>
TO:	1460-21200	Parking Fund	
	94000-56501	Construction Fixed Assets	<u>\$ 170,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to make tenant improvements to the new Parking Services Facility; and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

03/14/2016

Date Rec'd	3/2/2016
Clerk's File #	RES 2016-0028
Renews #	
Cross Ref #	RES 2015-0105;
Project #	
Bid #	
Requisition #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	DAN KEGLEY (509) 625-7821
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4100 ADOPTION OF WATER SYSTEM PLAN

Agenda Wording

A resolution to adopt and approve the updated City of Spokane Water System Plan, dated February 2016.

Summary (Background)

The City of Spokane, being a Group A water system, must submit a Water System Plan (WSP) to the Washington State Department of Health. The WSP is intended to demonstrate the system's operational, technical, managerial, and financial capability to achieve and maintain compliance with relevant plans and regulations. This update includes the response to DOH comments to the WSP that was approved by City Council on October 12, 2015, as well as an updated version of the Retail Water Service Area map.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	
Division Director	ROMERO, RICK	Other	2/22/2016 Public Works
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	eschoedel@spokanecity.org	
For the Mayor	SANDERS, THERESA	dkegley@spokanecity.org	
Additional Approvals		jsakamoto@spokanecity.org	
Purchasing		smsimmons@spokanecity.org	
		bpatrick@spokanecity.org	
		acline@spokanecity.org	
		mfeist@spokanecity.org	

RESOLUTION

A RESOLUTION relating to the final adoption of the City of Spokane Comprehensive Water System Plan dated February 2016 and submittal for final approval by the Washington State Department of Health.

WHEREAS, pursuant to the State of Washington Department of Health Rules and Regulations, WAC 246-290-100, the City of Spokane is required to update its Comprehensive Water System Plan every six years; and

WHEREAS, it is in the public interest to maintain a current Comprehensive Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, protect the water resource and aquifer, facilitate economic growth, and foster coordination with adjacent water purveyors; and

WHEREAS, a Comprehensive Water System Plan provides guidance and planning information used by City staff in developing the Water Department's annual Six Year Capital Program update; and

WHEREAS, the Comprehensive Water System Plan has undergone extensive review over the past eighteen (18) months and was previously approved by City Council on February 9, 2015 (RES 2015-0105) and October 12, 2015 (RES 2015-0122), prior to consistency review and final submittal to Washington State Department of Health, as required by state law; and

WHEREAS, neighboring jurisdictions and the Washington State Department of Health has again reviewed the City's Comprehensive Water System Plan and provided comments in its letter dated December 31, 2015; and

WHEREAS, the City has reviewed its engineering files and its prior commitments to serve water for projects, plats, etc, and incorporated those parcels, plats and properties into the Retail Water Service Area map contained in Section 1.8; and

WHEREAS, the Comprehensive Water System Plan February 2016 has been revised to respond to comments received from both consistency review and Washington State Department of Health and is now ready to be approved in final form; and

WHEREAS, City Council has resolved to review the Comprehensive Water System Plan at least annually for consistency and possible modification of the water service boundaries; and

WHEREAS, the City Council of the City of Spokane finds implementation of the Plan to be in the public interest;--NOW, THEREFORE,

BE IT RESOLVED by the City of Spokane that the Comprehensive Water System Plan: February 2016, incorporated herein, is hereby adopted and approved.

Adopted and approved by City Council _____, 2016

City Clerk

Approved as to Form:

Assistant City Attorney

BRIEFING PAPER
Water and Hydroelectric Department
March 7, 2016

Subject

A Resolution to adopt and approve the updated City of Spokane Comprehensive Water System Plan (WSP), dated February 2016.

Background

The City of Spokane, being a Group A water system, must submit a Water System Plan (WSP) for review and approval to the Washington State Department of Health (DOH). In accordance with WAC 246-290-100, the WSP is intended to provide water purveyors a process to demonstrate the system's operational, technical, managerial, and financial capability to achieve and maintain compliance with relevant local, state, and federal plans and regulations. In addition, the Water System Plan demonstrates how the system will address present and future needs and requests for water in a manner consistent with other relevant plans and local, state, and federal laws, including applicable land use plans.

This update includes the response to DOH comments to the WSP that was approved by City Council on October 12, 2015, as well as the updated version of the Retail Water Service Area map.

Impact

It is in the public interest to maintain a current Water System Plan to help ensure the continued, reliable delivery of safe drinking water at reasonable cost, facilitate economic growth, and foster coordination with adjacent water purveyors and maintain in good standing our compliance with the requirements of the City of Spokane operating permit with the Washington Department of Health, Office of drinking water.

Action

Recommend approval and adoption of the City of Spokane Comprehensive Water System Plan and granting of authority to the Director of Water to adopt interim amendments to the Water System Plan that may be required to keep the Water System Plan up to date.

Funding

Water fund



Agenda Sheet for City Council Meeting of:
03/14/2016

Date Rec'd	3/2/2016
Clerk's File #	RES 2016-0029
Renews #	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	HEATHER LOWE 625-6233	Project #	
Contact E-Mail	HLOWE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0620 RESOLUTION APPOINTING SALLY STOPHER		

Agenda Wording

A Resolution approving the appointment of Sally Stopher as the Grants Management & Financial Assistance Director for the City of Spokane.

Summary (Background)

A Resolution approving the appointment of Sally Stopher as the Grants Management & Financial Assistance Director for the City of Spokane

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2016-0029

A Resolution approving the appointment of Sally Stopher as the Grants Management & Financial Assistance Director for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads, subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of the appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Ms Stopher as the Grants Management & Financial Assistance Director for the City of Spokane –

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Sally Stopher as the Grants Management & Financial Assistance Director for the City of Spokane.

ADOPTED BY THE CITY COUNCIL on _____, 2016

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35371
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ANIMAL CRUELTY & THE UNNATURAL DISPLAY OF ANIMALS ORDINANCE		

Agenda Wording

An ordinance relating to animal welfare and the prevention of animal cruelty; amending section 10.23A.050 and enacting new section 10.03.140 of the Spokane Municipal Code.

Summary (Background)

This ordinance prevents the use or brandishing of bullhooks, , ankus, baseball bat, axe handle, elephant hook, pitchfork or other implement or tool designed to inflict pain for the purpose of training or controlling the behavior of an elephant. It also prohibits the display of animals in acts that engages the animal in unnatural behavior such as wrestling, mentally or physically harassed.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Select \$	#
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	CHE
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gclay@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA		

<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C35371

An ordinance relating to animal welfare and the prevention of animal cruelty; amending section 10.24A.080 of the Spokane Municipal Code.

WHEREAS, The City of Spokane possess broad police power to regulate in areas of public and local concern; and

WHEREAS, Animal cruelty, the inhumane treatment of animals, and the mistreatment of animals is an area of public and local concern in the City of Spokane; and

WHEREAS, A “bullhook,” also known as an ankus, elephant goad, elephant hook, or guide, resembles a boat hook or fireplace poker, has a sharp steel hook and a spiked tip, and is used to prod, hook, strike, or hit elephants in sensitive areas in order to inflict pain and coerce behavior during training, performing, and handling; and

WHEREAS, Bullhooks are often swung at elephants like baseball bats to induce substantial pain in an elephant and the hook is used to apply varying degrees of pressure to sensitive areas in order to coerce the elephant to avoid the source of pain; and

WHEREAS, The mere brandishing, displaying, or exhibiting of a bullhook is a constant reminder to an elephant of the painful punishment that can be delivered at any time; and

WHEREAS, The Association of Zoos and Aquariums avoids the use of bullhooks; and the Performing Animal Welfare Society, and world-renowned elephant experts, such as Dr. Joyce Poole and Dr. Cynthia Moss; as well as numerous wildlife veterinarians and conservationists oppose the use of bullhooks as a method of training or coercion of performing elephants; and

WHEREAS, the California State Senate and Assembly recently passed SB 716, which would prohibit the use of bullhooks in the state of California, supplementing the ban on bullhooks put in place by the cities of Los Angeles, California and Oakland, California; and

WHEREAS, in March of 2015, Feld Entertainment, Inc., the operator of Ringling Bros. and Barnum & Bailey circuses, announced plans to remove all Asian elephants from their traveling circus performances and relocate them to the Ringling Bros. Center for Elephant Conservation by May, 2016; and

WHEREAS, The City has a compelling and continuing interest in protecting animals within its City boundaries from cruel and inhumane treatment, including those performing animals used for display or entertainment on an itinerant basis, and in generally preventing animal abuse and mistreatment.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 10.24A.080 of the Spokane Municipal Code is amended as follows:

Section 10.24A.080 Animal cruelty in the second degree — Penalty

A. A person is guilty of animal cruelty in the second degree if, under circumstances not amounting to first degree animal cruelty as defined in RCW 16.52.205, the person knowingly, recklessly, or with criminal negligence inflicts unnecessary suffering or pain upon an animal.

B. A person who uses a bullhook, ankus, baseball bat, axe handle, elephant hook, pitchfork or other implement or tool designed to inflict pain for the purpose of training or controlling the behavior of an elephant is guilty of animal cruelty in the second degree. For purposes of this section, prohibited use includes, without limitation, the brandishing, exhibiting, or displaying of a bullhook or an implement designed to look like a bullhook in the presence of an elephant for the purpose of training or controlling the behavior of an elephant.

~~((B-))~~C. An owner of an animal is guilty of animal cruelty in the second degree if, under circumstances not amounting to first degree animal cruelty, the owner knowingly, recklessly, or with criminal negligence:

1. Fails to provide the animal with necessary shelter, rest, sanitation, space, or medical attention and the animal suffers unnecessary or unjustifiable physical pain as a result of the failure;
2. Under circumstances not amounting to animal cruelty in the second degree under (C) of this subsection, abandons the animal; or
3. Abandons the animal and (i) as a result of being abandoned, the animal suffers bodily harm; or (ii) abandoning the animal creates an imminent and substantial risk that the animal will suffer substantial bodily harm.

~~((C-))~~D. Animal cruelty in the second degree is a gross misdemeanor.

~~((D-))~~E. In any prosecution of animal cruelty in the second degree under subsection (A) or (B) of this section, it shall be an affirmative defense, if established by the defendant by a preponderance of the evidence, that the defendant's failure was due to economic distress beyond the defendant's control.

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:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35372
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 PROVIDING FUNDING FOR THE ARTS IN SPOKANE

Agenda Wording

An ordinance providing funding for the arts in Spokane; amending chapter 08.03 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends SMC Chapter 08.03 provide 33% of the City admission tax revenue for operations of the Spokane Arts Commission to be used for operations (half) and for grants to arts organizations (half). The ordinance also makes small changes to the current chapter such as the replacement of "treasure" with "Chief Financial Officer or designee".

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 250,000	#	XXXX-XXXX-XXXX-XXXX
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	February 18 2016
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Laura Becker <laura@spokanearts.org>	
<u>For the Mayor</u>	SANDERS, THERESA	Tim Dunivant	
<u>Additional Approvals</u>		Karen Stratton	
<u>Purchasing</u>			

ORDINANCE NO. C35372

An ordinance providing funding for the arts in Spokane; amending chapter 08.03 of the Spokane Municipal Code.

WHEREAS, a thriving creative economy is vital to a city's ability to attract a skilled workforce, foster an atmosphere of innovation, and promote tourism and a livable city; and

WHEREAS, in Spokane County, 1,368 arts-related businesses employ 5,951 people – 2.7% of all employees in Spokane County; and

WHEREAS, the Spokane Arts Commission is well-positioned to foster local emerging artistic talent; and

WHEREAS, the City's tax on fees for admission to entertainment venues presents an important opportunity to help nurture Spokane's creative and artistic ecosystem, particularly emerging artists; and

WHEREAS, the City Council finds that it is important to the general welfare of the citizens and residents of the City to protect and preserve the opportunities for the arts to flourish in our city; and

WHEREAS, The City has a strong interest in enhancing, protecting, nurturing, and promoting our artists and their work.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.03.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.020 Admission Tax Exemption

A. The admission tax is not imposed:

1. when the admission charge, either for a single event or by prorating a season ticket or subscription price, is ten cents or less;
2. upon a person paying an admission charge to an activity of an elementary or secondary school where the school or school district is the sponsor;
3. where no admission charge or compensating payment is made;
4. upon a person paying an admission charge to an activity or performance of a nonprofit arts organization furnishing evidence of tax-exempt status under the Internal Revenue Code Section 501(c)(3), provided:

- a. this exemption applies only if the artistic performance or activity represents examples of the arts organization's primary purpose, whereas this exemption does not apply when the arts organization merely sponsors or promotes an attraction or professional engagement; and
 - b. the City (~~((taxes and licenses office))~~) receives a properly completed application, including proof of tax-exempt status, for this exemption at least fifteen days prior to the event, unless waived.
 - 5. upon a person paying an admission charge to an activity or performance of a nonprofit organization furnishing evidence of tax-exempt status under the Internal Revenue Code Section 501(c)(3), provided:
 - a. for each nonprofit organization this exemption applies only to the first twenty thousand dollars of gross ticket sales generated from its event within each calendar year; and
 - b. the City (~~((taxes and licenses office))~~) receives a properly completed application, including proof of tax-exempt status, for this exemption at least fifteen days prior to the event; and
 - c. the City (~~((taxes and licenses office))~~) receives a properly completed tax return within three business days or other time set by the office, following an event, showing proof of gross ticket sales and other information requested by the office.
 - 6. on a person paying an admission charge to an event:
 - a. at a facility with a maximum approved occupancy of less than two hundred persons; and
 - b. where the price of admission is ten dollars or less per person.
- B. This section is to be construed strictly against an exemption.

Section 2. That section 08.03.030 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.030 Definitions

- A. "Admission charge" is the amount which must be paid as a condition to being admitted to a place or an event. It includes:
- 1. a charge made for season tickets or subscriptions;
 - 2. a cover charge, or a charge made for use of seats and tables reserved or otherwise, and other similar accommodations;
 - 3. a charge made for food and refreshment in any place where free entertainment, recreation or amusement is provided;

4. a charge made for rental or use of equipment or facilities for purposes of recreation or amusement; if the rental of the equipment or facilities is necessary to the enjoyment of a privilege for which a general admission is charged, the combined charges shall be considered as the admission charge;
5. automobile parking charges if the amount of the charge is determined according to the number of passengers in the automobile.

The cost of other benefits included with admission may not be deducted from the admission charge unless admission is specifically allowed without payment for said benefits.

- B. “Arts Commission” means the City of Spokane Arts Commission, formed pursuant to Chapter 04.50 SMC.
- C. “Arts organization” as used in SMC 8.03.020(A)(4) means an organization whose principal function or purpose involves the promotion of the visual, literary or performing arts as defined in SMC 4.05.070 and who produces or sponsors the following kinds of events: Ballet and other dance, opera and other choral performances, concerts, plays and literary readings, and exhibitions of paintings, sculpture, photography, graphic or craft arts but not movies, circuses, ice or burlesque shows, sporting events or performances, shows, or exhibitions of any other type or nature.
- D. “Place” is any structure or enclosure, or portion thereof, used for amusement, entertainment or enrichment. The term includes a theater, dance hall, amphitheater, auditorium, stadium, athletic pavilion or field, baseball or other athletic park, golf course or driving range, circus side show, outdoor amusement park, merry-go-round, ferris wheel, roller coaster, observation tower and similar attraction, and galleries, museums exhibition halls and other clubs, rooms and halls.

Section 3. That section 08.03.040 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.040 Form of Admission Ticket

- A. A person may not sell or offer for sale an admission ticket or card which does not have the name of the place of the ticketed event and the total admission price, which shall include the admissions tax, conspicuously and indelibly printed, stamped or written on that part of the ticket which is to be taken up by the management of the place at the time of admission.
- B. All tickets sold must be consecutively numbered or reflect house seat locations to allow the City (~~((taxes and licenses office))~~) to verify the number of tickets sold.

Section 4. That section 08.03.050 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.050 Collection of Tax

Every person receiving payment for admission is required to collect the amount of the admissions tax from the person making the admission payment and at the time the admission charge is paid. In addition, owners of the facility, lessees of said facility, licensees of said facility, or other persons responsible for presenting an event subject to admissions tax where the event was held are each responsible to notify the City ~~((department of taxes and licenses))~~ of contact information including name, address and telephone for the party receiving payment for admission and holding said funds. Such information shall be provided no later than five business days before the event, not counting the date of the event, so that the ~~((department))~~ City has a reasonable opportunity to seek collection of said monies. In the event said listed parties fail to provide such required information, they shall be jointly and severally responsible for collection and payment of the admissions tax.

Section 5. That section 08.03.060 of the Spokane Municipal Code is amended to read as follows

Section 08.03.060 Remittance of Tax

- A. The tax collected under SMC 8.03.050 is held in trust until paid to the City ~~((treasurer))~~. Should a person required to collect the admissions tax fail either to collect or remit the tax, the City shall have a similar claim for the amount of the tax, plus interest and penalties as provided in this chapter, against the proceeds of admissions charges received by such person. If the ~~((treasurer))~~ City determines the proceeds have been distributed or are otherwise unavailable, and/or that required contact information was not timely supplied, the ~~((treasurer))~~ City seeks recovery of all sums owing from any person responsible for collection or remittance.
- B. Unless in a particular case the ~~((treasurer))~~ City directs or authorizes a different procedure, each person required to collect the admissions tax must file a tax return accompanied by remittance of the tax due as required by the ~~((treasurer))~~ City. In absence of other arrangements, the full tax and return is due no later than two business days following an event. The ~~((treasurer))~~ City may extend this period in writing up to an additional ten days. In addition, for administrative convenience, in the case of regularly scheduled events or for other reasons, the ~~((treasurer))~~ City may permit filing of a tax return and remittance bimonthly, by the fifteenth day of the month next following the end of each bimonthly reporting period, but that is subject to revocation and any other conditions the ~~((treasurer))~~ City may require to assure the security of payment. The City's Chief Financial

Officer or designee (~~((treasurer))~~) prescribes the form and content of the tax returns.

- C. Not by way of limiting the (~~((treasurer's))~~) Chief Financial Officer's discretion to regulate the remittance of the tax under this chapter, the (~~((treasurer))~~) Chief Financial Officer or designee is specifically authorized to require verified tax returns, annually or other prescribed intervals.
- D. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the (~~((treasurer))~~) Chief Financial Officer, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the (~~((city))~~) City unless the check is honored and is in the full and correct amount.
- E. The (~~((treasurer))~~) Chief Financial Officer or designee may, after notice to the person collecting the tax, require the placement of taxes collected in a trust account at an approved local depository bank. The taxes collected shall be held in said trust account until payment to the City. The (~~((treasurer))~~) Chief Financial Officer shall have such authority when said officer deems a trust account is necessary to insure payment of the taxes collected to the City.

Section 6. That section 08.03.070 of the Spokane Municipal Code is amended to read as follows

Section 08.03.070 Books and Records

Every person required to collect the admissions tax is required to keep and make available at all reasonable times for inspection and audit by the City (~~((treasurer))~~) all books, records, and accounts pertinent to the tax for a period of two years.

Section 7. That section 08.03.080 of the Spokane Municipal Code is amended to read as follows

Section 08.03.080 Termination of Collector's Business

Whenever a person required to collect the tax under this chapter quits or otherwise disposes of the business, any tax collected becomes immediately payable to the City (~~((treasurer))~~). If such tax is not remitted within ten days after a sale or other disposal of the business, the purchaser or successor becomes liable to the City for such tax.

Section 7. That section 08.03.090 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.090 Procedure upon Failure to File Return

Should a person fail to file a required admissions tax return, the ~~((treasurer))~~ City makes a determination of the amount of tax due from such person based on whatever information is available and notifies such person by mail of the amount of tax so determined, along with interest and penalties, and directs such person to remit such amount within ten days.

Section 8. That section 08.03.120 of the Spokane Municipal Code is amended to read as follows:

Section 08.03.120 Rules and Regulations

The City ~~((treasurer))~~ Chief Financial Officer or designee may adopt and promulgate rules ~~((and regulations for administration))~~ to implement and ((enforcement)) enforce ~~((of))~~ this chapter, ~~((subject to the approval of the city council,))~~ which rules shall not be in conflict with this chapter; provided, however, that any rules enacted in accordance with this section shall not become effective until the close of a two-week public comment period. ((and shall place on file a)) A copy of such proposed and final rules ((and regulations)) shall be placed on file for public examination in the City ((treasurer's)) Chief Financial Officer's office and on the City's website.

Section 9. That new section 08.03.122 of the Spokane Municipal Code is enacted to read as follows:

Section 08.03.122 Use of Tax Proceeds

- A. Beginning with fiscal year 2017, and at the beginning of each fiscal year thereafter, thirty-three percent (33%) of the proceeds from collection of the admissions tax in the City of Spokane (referred to in this section as the "City contribution") shall be disbursed to the Arts Commission on the following terms and conditions:
1. One-half (50%) of the City contribution is to be budgeted by the Arts Commission for operational, administrative, and programmatic needs.
 2. One-half (50%) of the City contribution is to be disbursed by the Arts Commission each year in the form of grants, the process for which and recipients of which are to be determined by the Arts Commission in consultation with the Spokane Arts Fund.

- B. Beginning in 2017, the Arts Commission shall annually report to the City Council, in the third quarter of each year, concerning the Arts Commission's use of the City contribution it received in the prior year.

Section 10. That section 08.03.125 of the Spokane Municipal Code is amended to read as follows

Section 08.03.125 Applications and Returns Confidential

- A. The applications and returns made to the City (~~((treasurer))~~) pursuant to this chapter or any audit or investigation made by the City (~~((treasurer))~~) or (~~((his))~~) its agents may not be made public, nor are they subject to the inspection of any person except as herein provided. This section does not prohibit the City or its agents from:
1. giving such facts or information in evidence in any court action involving the tax imposed hereunder or involving a violation of this chapter;
 2. giving such facts and information to the person paying the tax or (~~((his))~~) the person's duly authorized agent;
 3. publishing statistics so classified as to prevent the identification of particular returns and reports of items thereof; or
 4. permitting its records to be audited and examined by the proper state officer, (~~((his))~~) officer's agents and employees.
- B. The City consents to the inspection of such records as necessary by the (~~((state-department of revenue))~~) Washington State Department of Revenue.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

February 9, 2016

Mayor

Date

Effective Date

BRIEFING PAPER
Study Session
Spokane City Council
February 18, 2016

Subject

Dedicated funding for Spokane Arts and other community arts organizations via Admissions Tax

Background

Since the elimination of the Spokane City Arts Department in 2012, Spokane Arts has been instrumental in increasing awareness, access and helping collaboratively to further develop arts and culture in Spokane through programs such as the Poet Laureate program, Signal Box Design, and Downtown Murals.

Spokane Arts currently lacks stable funding for operations, and the ability to grant funds to other organizations in our community is practically non-existent.

Arts organizations traditionally have fewer opportunities to seek grants than other traditional non-profits. Spokane continues to see growth in our Creative Vitality Index but we still behind the national average. 7,000 people are employed in the creative class in Spokane, however, this is only 78% of the national average.

The development and access to arts and culture is one of many strategies to promote economic development and opportunity in Spokane. Thriving arts and culture is critical to keeping our college students here after graduation.

Impact

This ordinance amends Chapter 8.03 related to the City's Admission Tax. This ordinance would fund Spokane Arts with 33% of the revenue currently generated by this tax. The allocation of these funds are to be used by Spokane Arts for two primary purposes:

- One-half of the revenue shall be used for Spokane Arts operations.
- One-half of the revenue shall be used to provide grants to community arts organizations and projects.

Action

Recommend approval.

Funding

\$250,000 a year (less \$80,000 dedicated now) = an increase of \$170,000 annually.



Agenda Sheet for City Council Meeting of:
03/07/2016

Date Rec'd	2/22/2016
Clerk's File #	ORD C35370
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	JO ANNE 625-6017	Project #	
Contact E-Mail	JWRIGHT@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - ORDINANCE - SPOKANE HOUSING VENTURES ANNEXATION		

Agenda Wording

An Ordinance annexing to the City of Spokane a 42-Acre area of land lying south of 53rd Avenue, west of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly

Summary (Background)

In February 2015, the City received a request to annex certain property located south of 53rd Avenue. Thereafter, by resolution 2015-0031, the City Council geographically modified the proposed annexation to include an approximately 42-acre area, referred to as the Spokane Housing Ventures Annexation Area. Thereafter, a sufficient petition for annexation was filed with the City signed by the owners of not less than 60 percent in value of the property within the annexation area. Resolution

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	PED 11/16/15 Study
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	htrautman@spokanecity.org	
Additional Approvals		jwright@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
		mhughes@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

referred to as the Spokane Housing Ventures Annexation. (This is a companion ordinance to Ordinance C35359, which amends the Comprehensive Plan Land Use Plan map to include the land use designations for the annexation area, and Ordinance C35360, which amends the Official zoning map to include the zoning designations for the annexation area.)

Summary (Background)

2016-0011, adopted by the City Council on February 8, 2016, set a Council hearing date of March 14, 2016 for the annexation. At the hearing, the City Council will also make decisions on the appropriate land use and zoning designations for the Spokane Housing Ventures Annexation Area.

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

Distribution List

Ordinance No. CC35370

AN ORDINANCE ANNEXING TO THE CITY OF SPOKANE A 42-ACRE AREA OF LAND LYING SOUTH OF 53rd Avenue, WEST OF REGAL STREET AND NORTH OF 55th AVENUE IN A PORTION OF THE NORTH 1/2 of SECTION 3, TOWNSHIP 24 NORTH, RANGE 43, E.W.M IN SPOKANE COUNTY, COMMONLY REFERRED TO AS THE SPOKANE HOUSING VENTURES ANNEXATION.

WHEREAS, by Notice of Intention to Commence Annexation Proceedings, dated February 12, 2015, the owners of not less than ten percent of the value of property within an area located south of 53rd Avenue and contiguous to the City, notified the City Council of their intention to commence annexation proceedings; and

WHEREAS, on or about April 20, 2015, the City Council met with said initiating owners and, pursuant to RCW 35.13.125, determined by resolution 2015-0031 that the City would geographically modify the proposed annexation to include an approximately 42 acre area and subject it to specified conditions; and

WHEREAS, thereafter a sufficient petition for annexation was filed with the City Council pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City of Spokane of an approximately 42-acre area contiguous to the City, known as the "Spokane Housing Ventures Annexation Area" (the "Petition"); and

WHEREAS, upon receipt of the Petition, the City Council adopted Resolution 2016-0011 setting a hearing on the Petition, and to consider whether to annex all or any portion of the property described in the Petition, and to consider ordinances amending the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include all or any portion of said property; and

WHEREAS, the City Council has determined that the proposed annexation of the Spokane Housing Ventures Annexation Area is consistent with the City's Comprehensive Plan and the annexation guidelines, as adopted therein by the City, and is a logical extension of the City's corporate limits, and that the property should therefore be annexed to the City under the authority of Chapter 35.13 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. The following described property, referred to herein as the Spokane Housing Ventures Annexation Area, is annexed to and made a part of the City of Spokane, Washington, as of the effective date of this Ordinance:

Approximately 42 acres of land legally described as follows:

Those portions of the North 1/2 of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

Section 2. Upon annexation, said property shall be assessed and taxed at the same rate and on the same basis as other property within the City is assessed and taxed to pay for any of the outstanding indebtedness of the City which indebtedness was approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

Section 3. The Comprehensive Plan and Unified Development Code of the City of Spokane shall be deemed to apply to the annexed property from the effective date of this Ordinance.

Section 4. The Clerk is directed to prepare certified copies of this Ordinance and cause the same, together with a list of annexed parcel numbers, to be delivered via certified mail to the following:

- a. Spokane County Board of Commissioners;
- b. Spokane County Treasurer;
- c. Spokane County Assessor
- d. Spokane County Fire Protection District No. 8;
- e. Spokane County Library District;
- f. State Office of Financial Management;
- g. State Department of Revenue; and
- h. As otherwise required by law.

Passed the City Council on _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix

List of Parcel Numbers included in Spokane Housing Ventures Annexation

PARCEL_NO	AS_OWNER
34032.0481	VAUGHNS 57TH AVENUE, LLC
34032.0405	MOODY BIBLE INS
34032.0446	VAUGHNS 57TH AVENUE, LLC
34032.0412	VAUGHNS 57TH AVENUE, LLC
34032.0433	MOODY BIBLE INS
34031.5201	DOUGLASS, LANCZE G
34032.0480	VAUGHNS 57TH AVENUE, LLC
34032.0447	VAUGHNS 57TH AVENUE, LLC
34031.0459	SOUTH HILL MINI STORAGE LLC
34032.0432	MOODY BIBLE INS
34032.0490	55TH AVENUE APTS LLC
34032.0492	PINE ROCK LLC
34032.0489	SUMMIT RIDGE LLC

EXHIBIT A
Property Description
June 23, 2015

55TH AVENUE ANNEXATION AREA

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

I hereby acknowledge that the above property description is based on the full and true legal description of the 55TH Avenue Annexation Area, and I do certify that such description generally characterizes the boundary of said area.


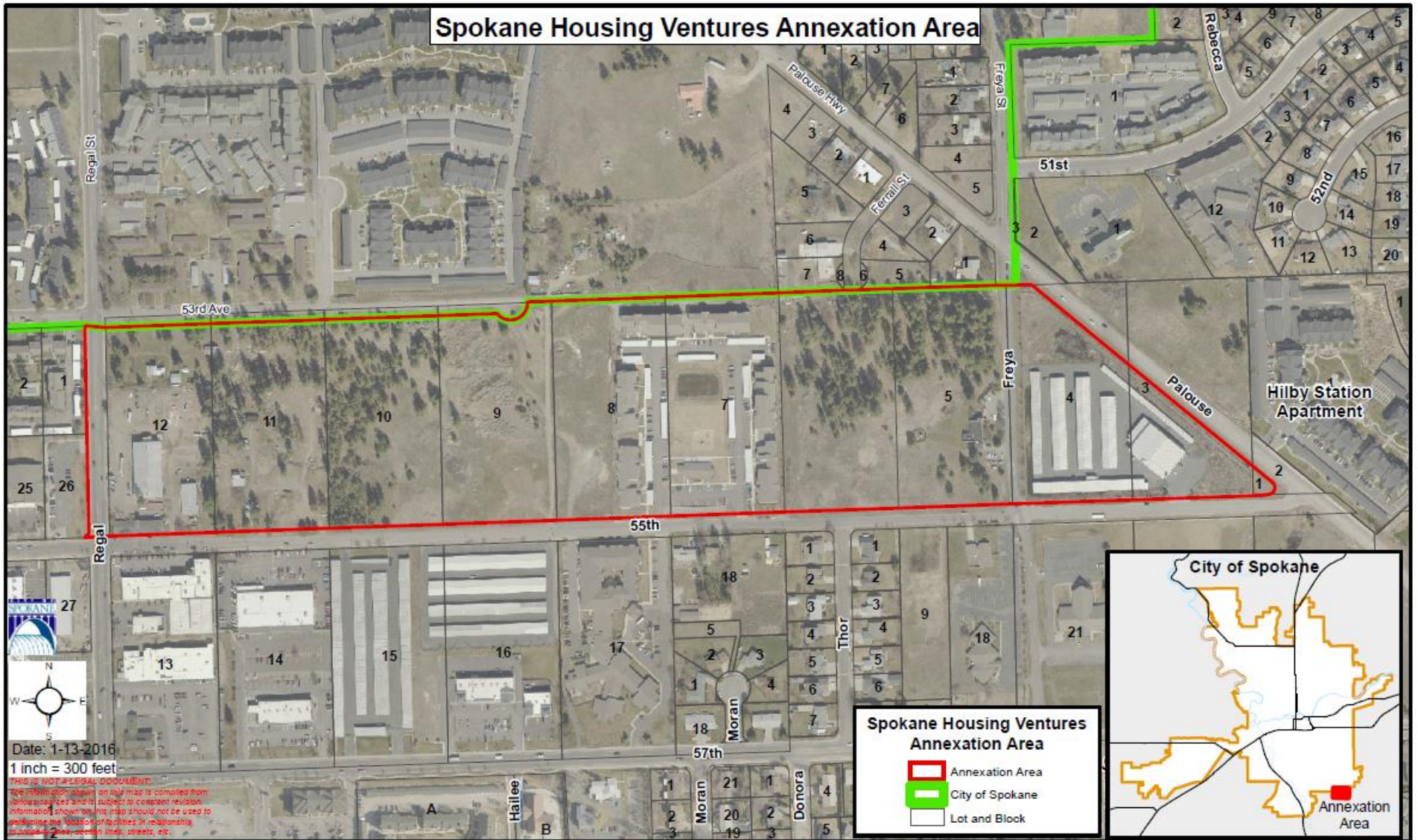

Eldon Brown, P.E.

EXHIBIT B

Map of Annexation Area
(Attached)

Spokane Housing Ventures Annexation Area



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

03/14/2016

Date Rec'd

1/19/2016

Clerk's File #

ORD C35359

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JO ANNE 625-6017

Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - AMENDING ORDINANCE FOR SPOKANE HOUSING VENTURES

Agenda Wording

An ordinance amending the City of Spokane Comprehensive Plan Land Use Map to include the Spokane Housing Ventures Annexation area. (Testimony will be taken on February 8, 2016/Action March 14, 2016).

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation Area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Comprehensive Plan Land Use Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

WRIGHT, JO ANNE

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

PED 11/16/15 - SPC

Distribution List

fperkins@spokanecity.org

jwright@spokanecity.org

jrichman@spokanecity.org

htrautman@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the annexation area.

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

ORDINANCE NO. C35359

AN ORDINANCE relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, "*Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,*" and

WHEREAS, the proposed amendment to the Comprehensive Plan Land use Plan map converts the existing Spokane County Comprehensive Plan Land Use designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane Comprehensive Plan Land Use Plan Map designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Comprehensive Plan Land Use and Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions, and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the City of Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 is amended to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

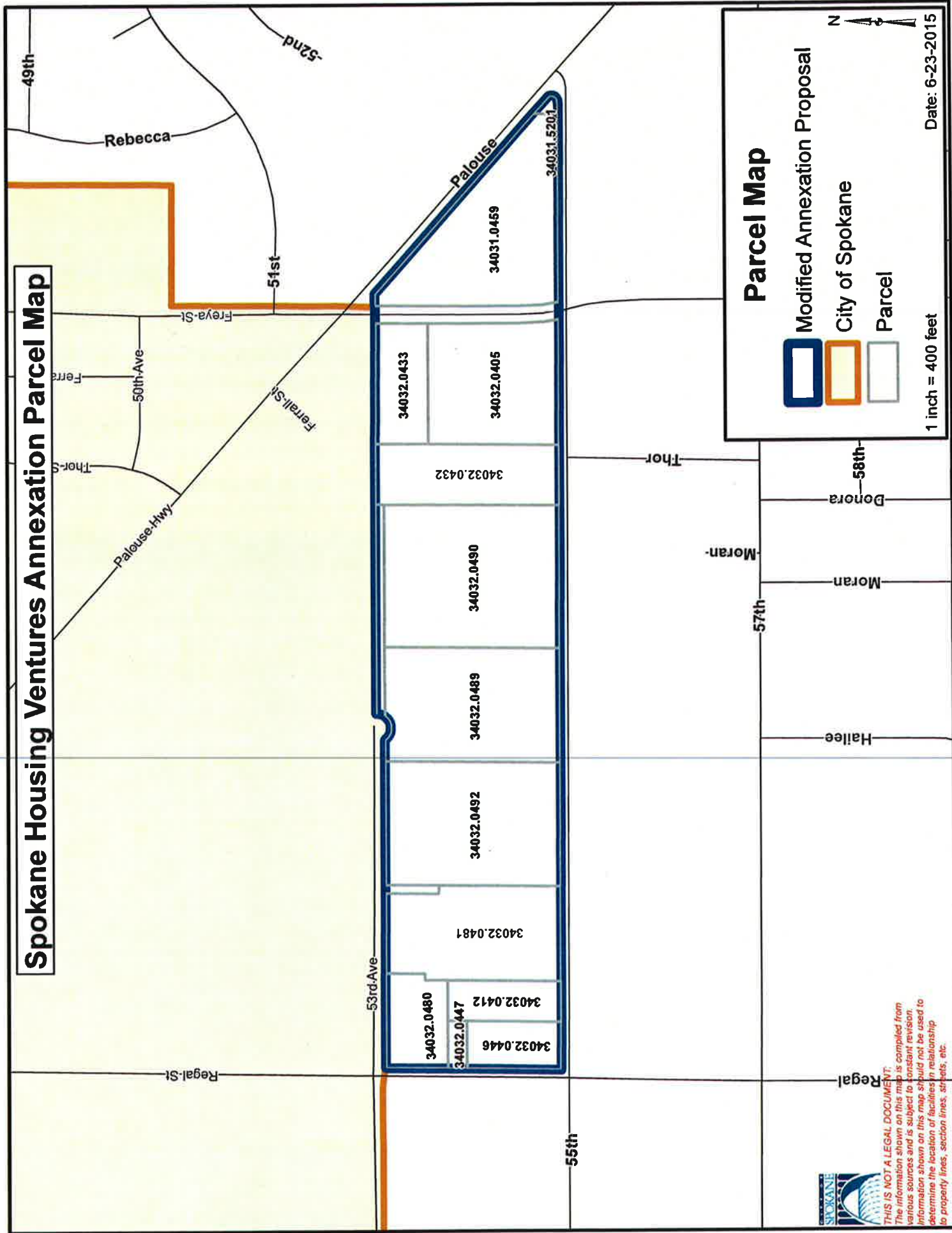
12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

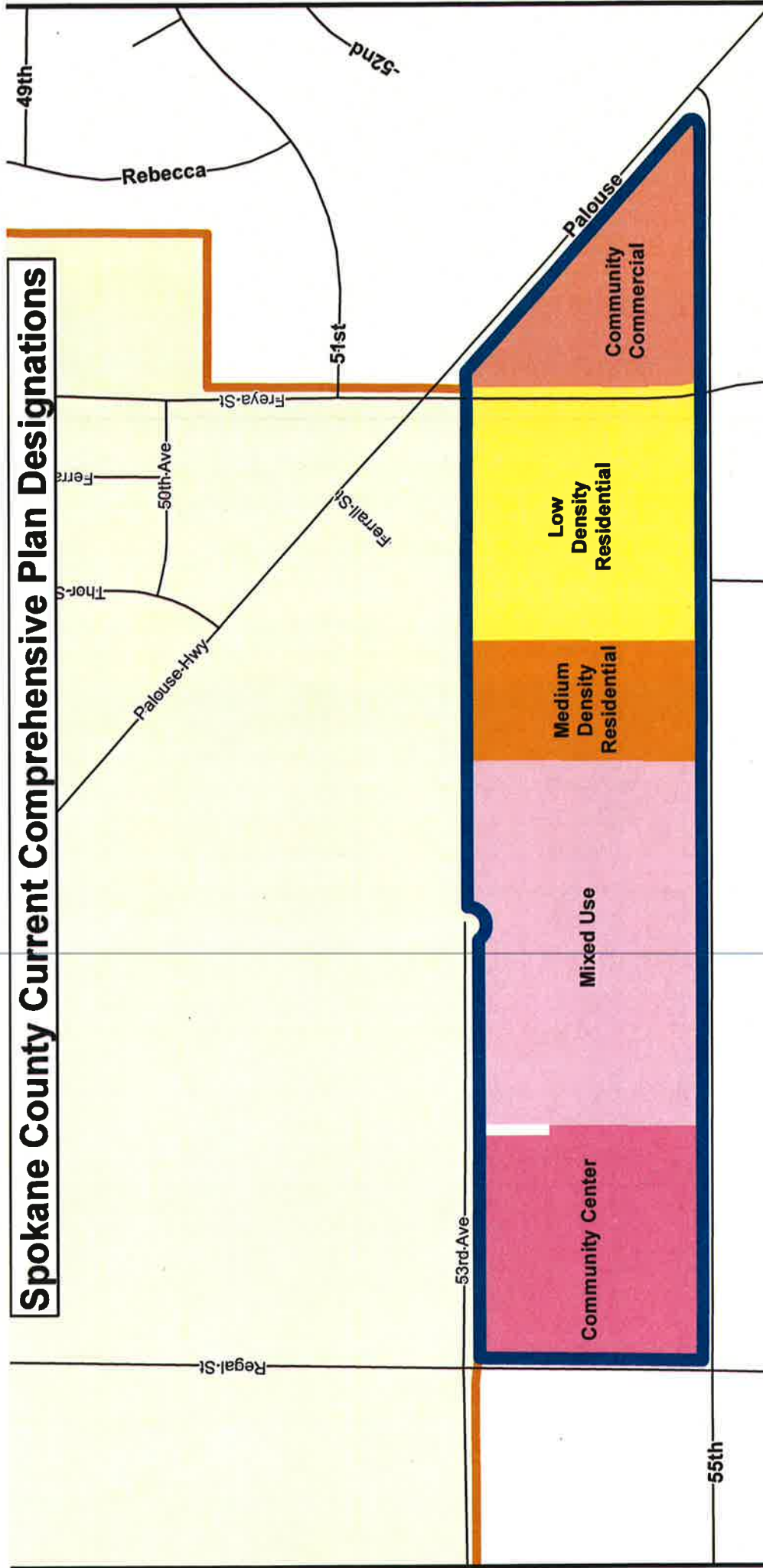
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

Modified Annexation Proposal
 City of Spokane

County Comprehensive Plan

	Low Density Residential
	Medium Density Residential
	Mixed Use
	Community Center
	Community Commercial

1 inch = 400 feet

Date: 6-23-2015



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Spokane County Current Zoning Designations

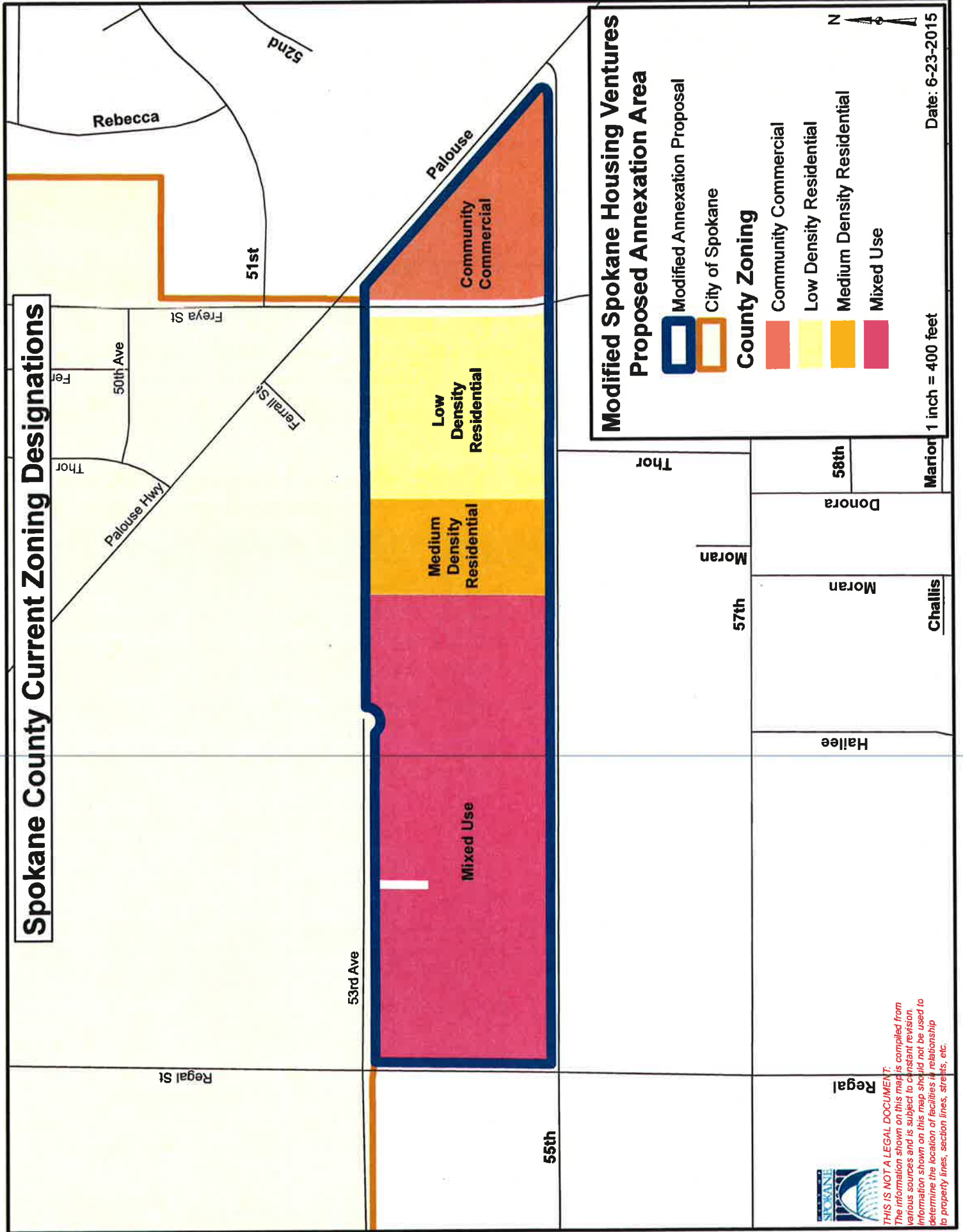


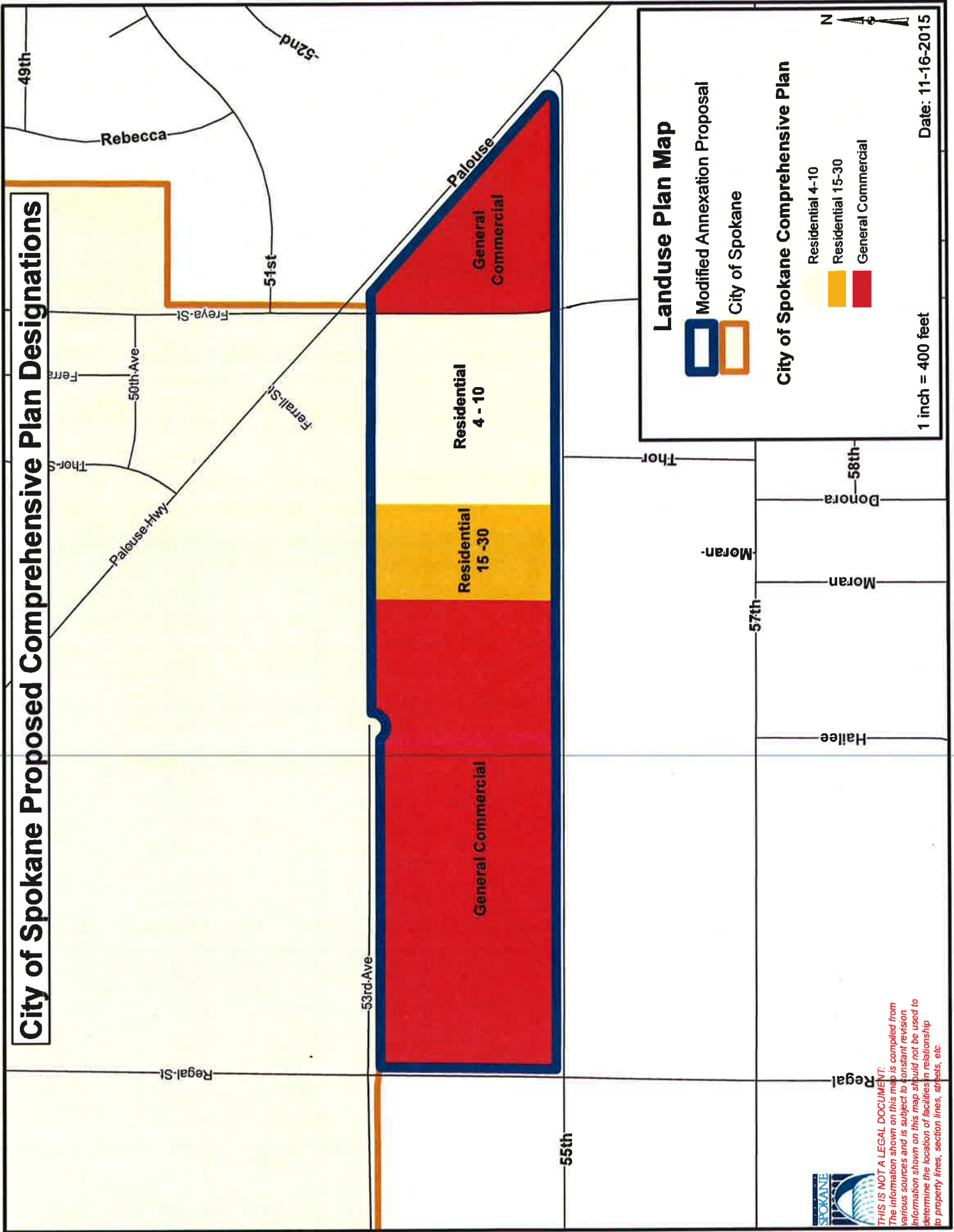
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

**Modified Spokane Housing Ventures
Proposed Annexation Area**

City of Spokane

City of Spokane Zoning

Residential Single-Family

Residential MultiFamily

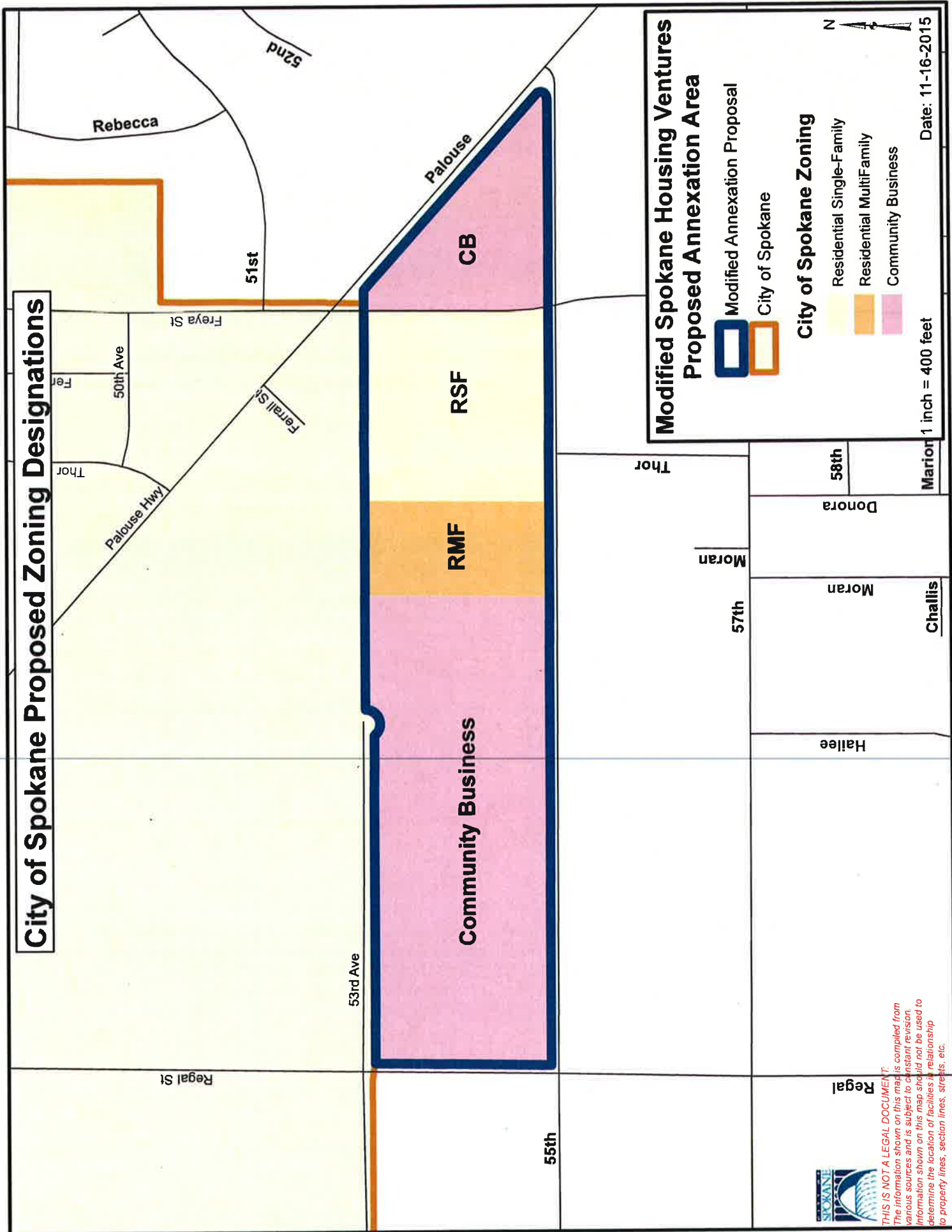
Community Business

1 inch = 400 feet

Date: 11-16-2015



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
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ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

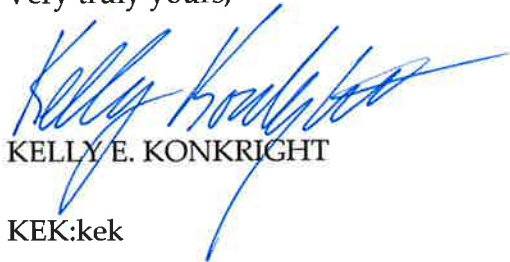
Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
Page 4

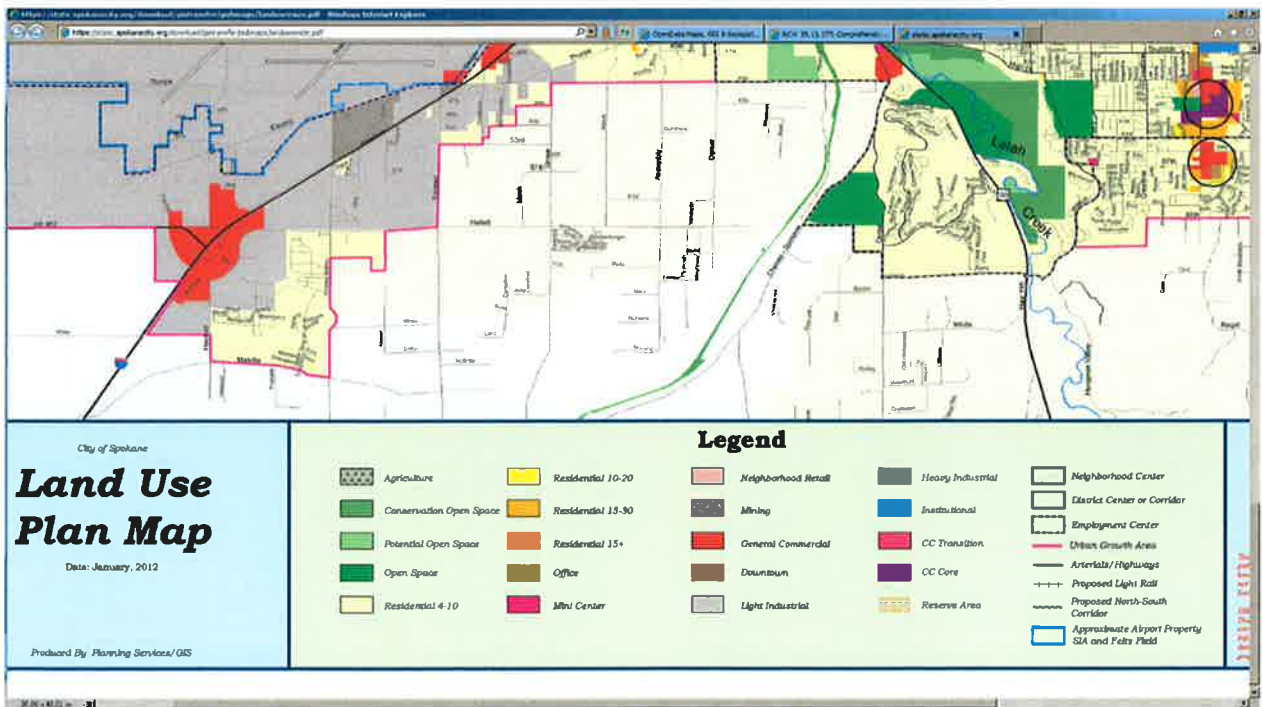
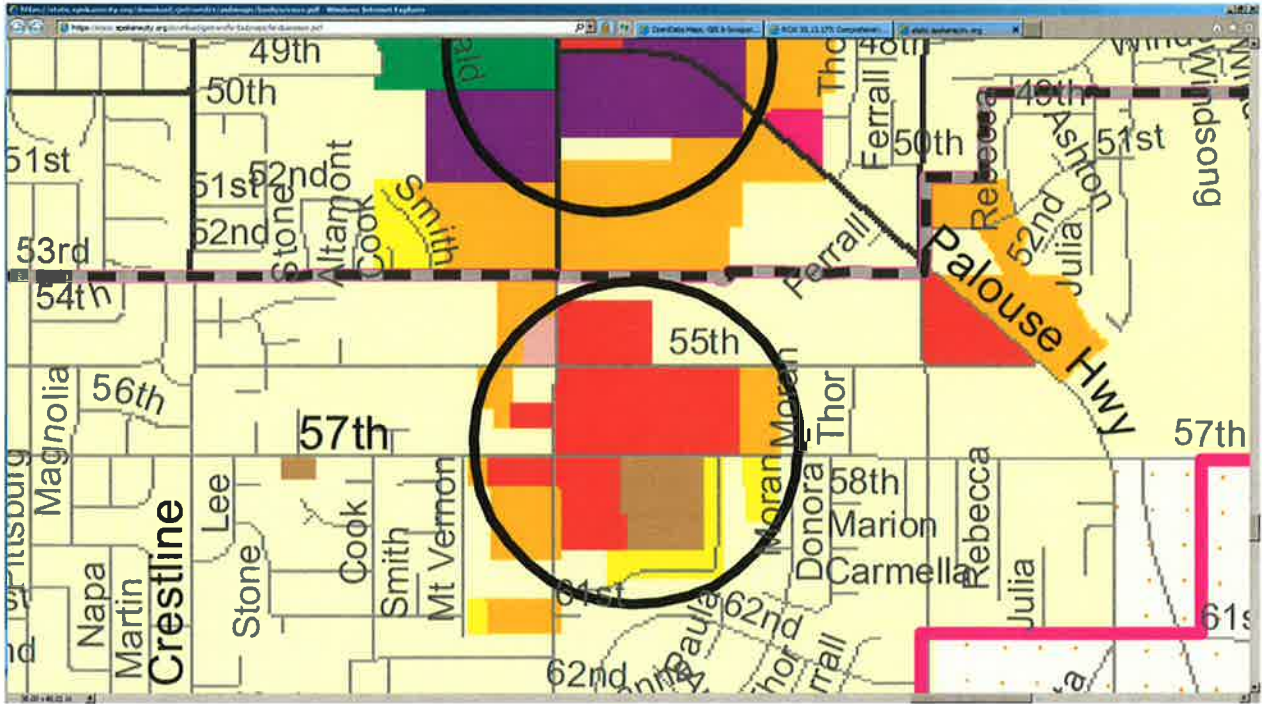
Very truly yours,



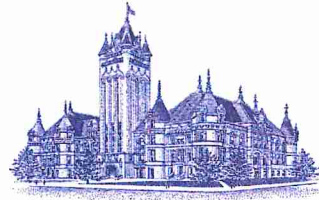
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

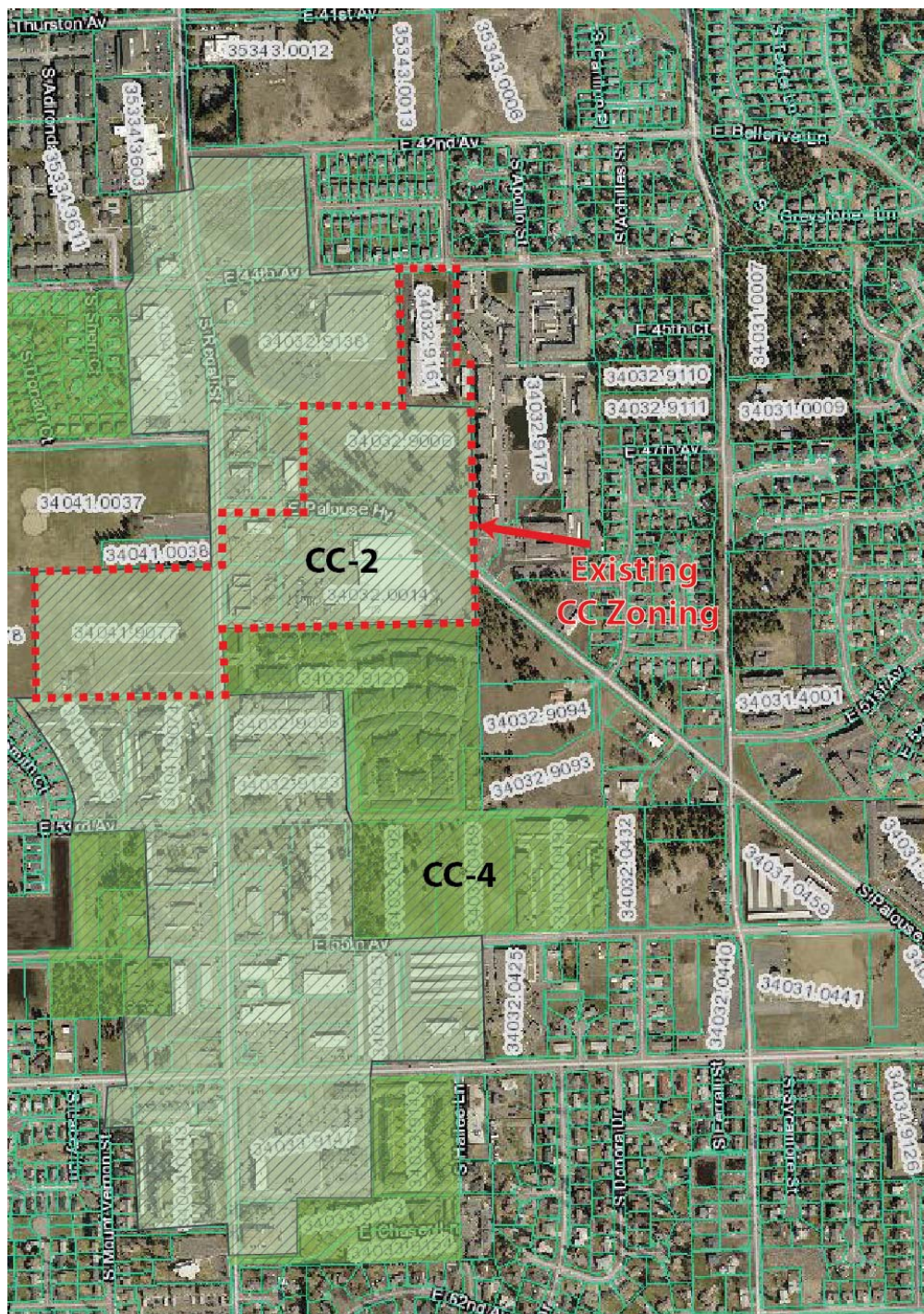
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: _____
See attached.

7. Name, address and telephone of witnesses or persons with further information: _____
See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

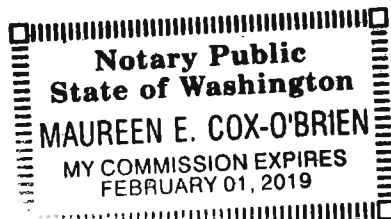
STATE OF WASHINGTON)
County of Spokane :)

I, Alexandria J. John (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015. Claimant attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

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Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

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Very truly yours,

DUNN & BLACK, P.S.



ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

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

03/14/2016

Date Rec'd

1/19/2016

Clerk's File #

ORD C35360

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JO ANNE 625-6017

Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE FOR SPOKANE HOUSING VENTURES ANNEXATION

Agenda Wording

An Ordinance relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map. (Testimony will be taken on February 8, 2016/Action March 14, 2016.)

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Zoning Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from the annexation area.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WRIGHT, JO ANNE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 11/16/15 - SPC

Finance

KECK, KATHLEEN

Distribution List**Legal**

RICHMAN, JAMES

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

jwright@spokanecity.org

Additional Approvals

jrichman@spokanecity.org

Purchasing

htrautman@spokanecity.org

ORDINANCE NO. C35360

AN ORDINANCE relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,"* and

WHEREAS, the proposed amendment to the City of Spokane Official Zoning Map converts the existing Spokane County zoning designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane zoning designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the zoning map on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions,

and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the Official Zoning Map is amended to include the zoning designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map, and that the Director of Planning Services shall update the Official Zoning Map consistent with this amendment.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

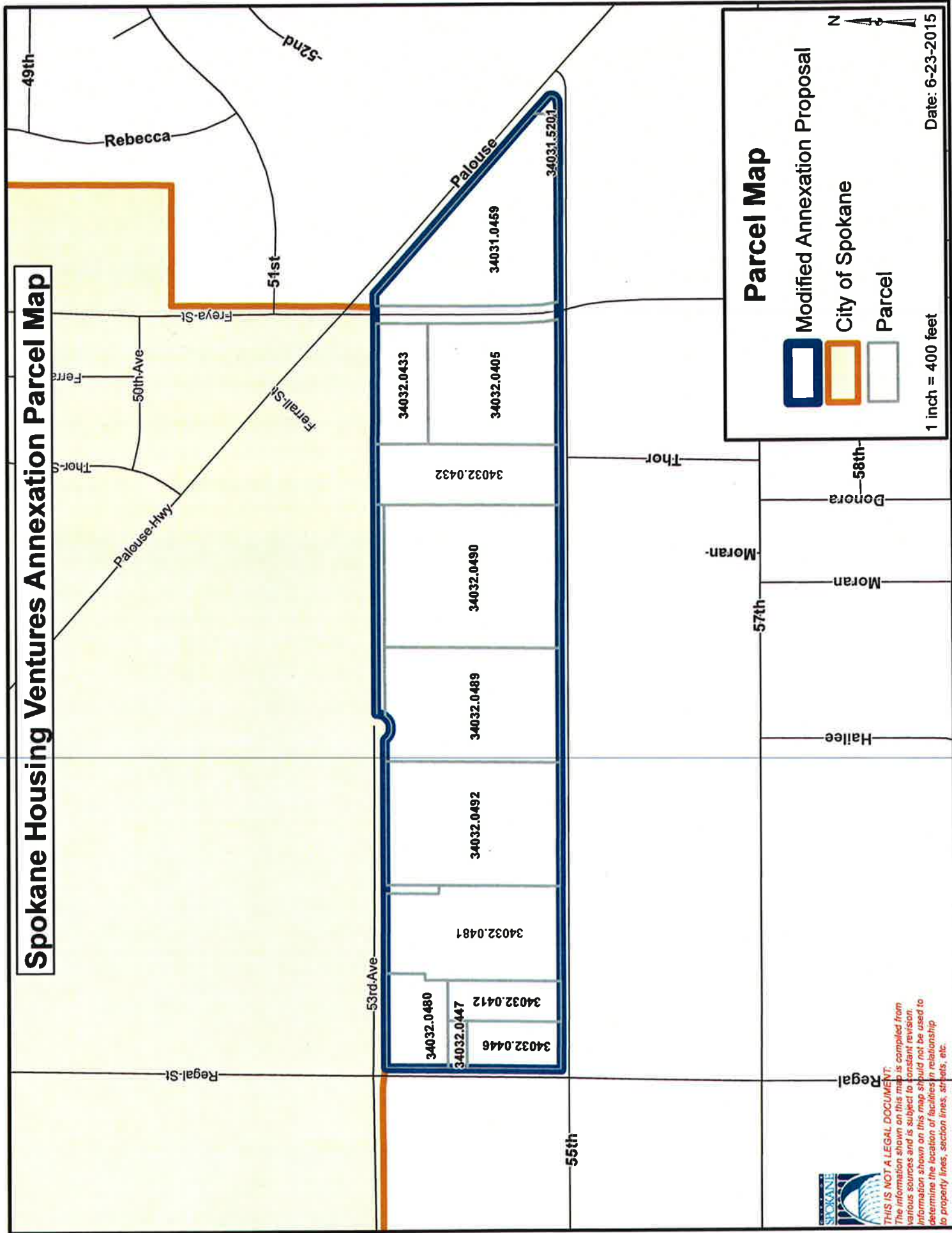
12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

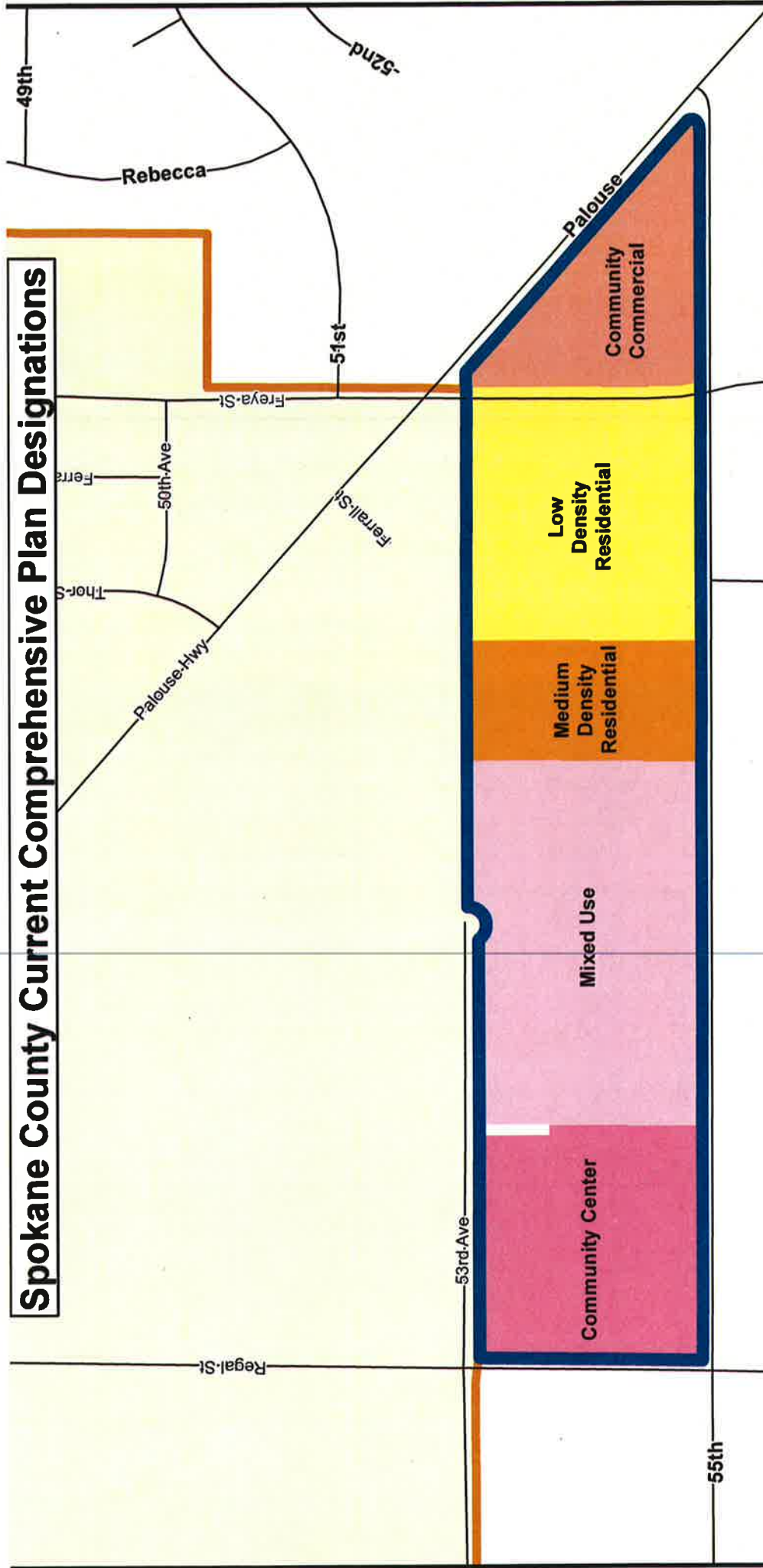
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

- Modified Annexation Proposal
 - City of Spokane
- ### County Comprehensive Plan
- Low Density Residential
 - Medium Density Residential
 - Mixed Use
 - Community Center
 - Community Commercial

1 inch = 400 feet

Date: 6-23-2015



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The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Spokane County Current Zoning Designations

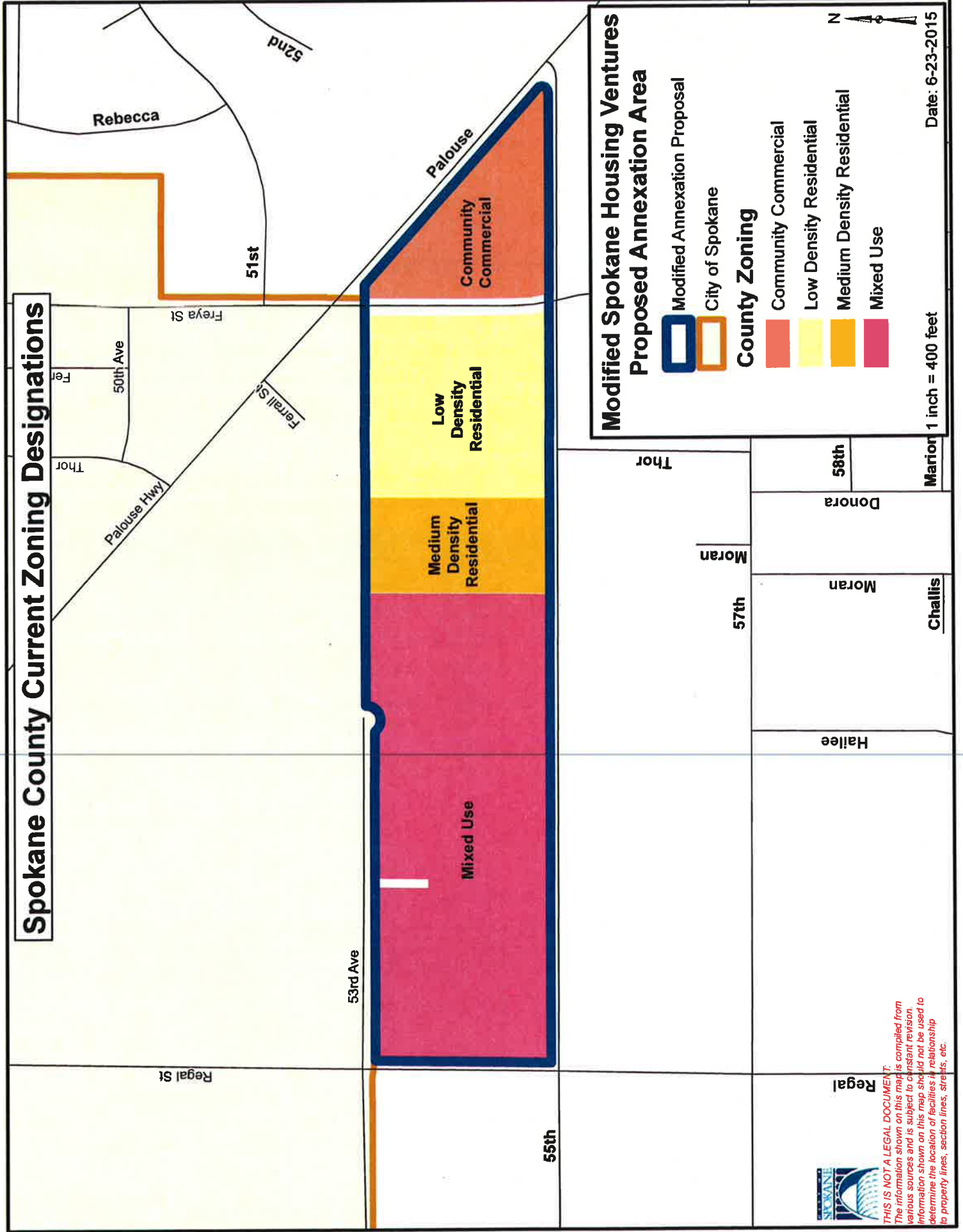


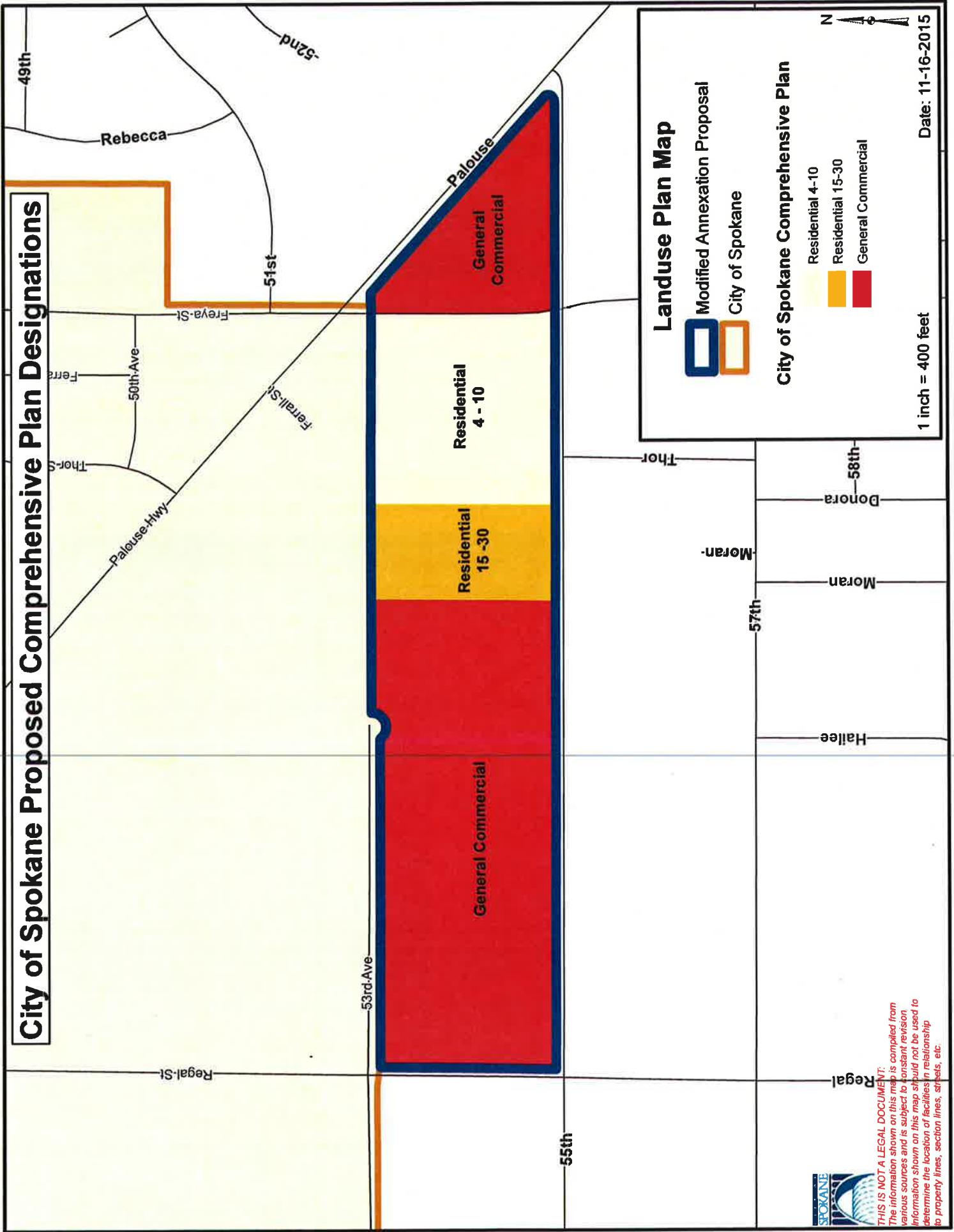
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

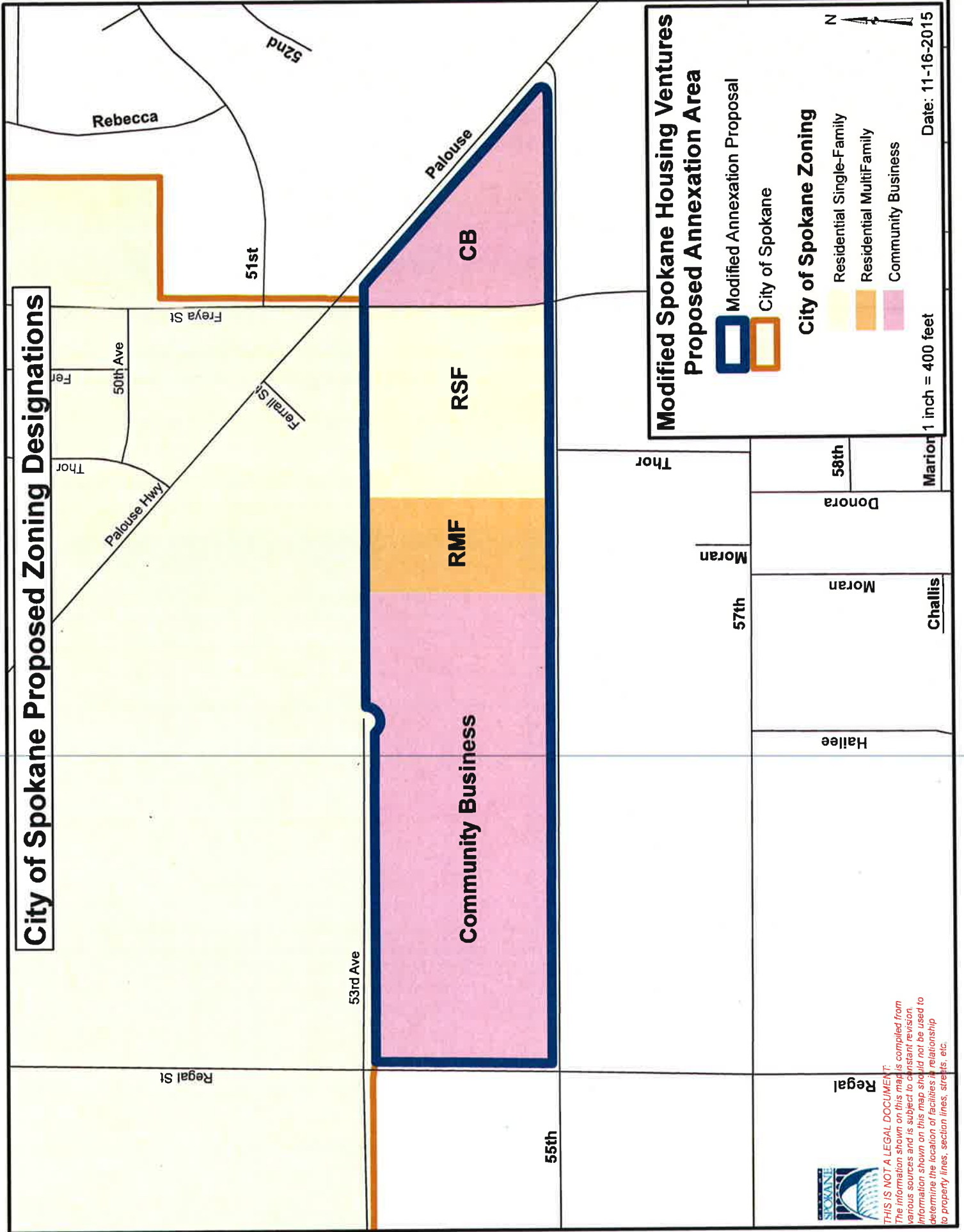
Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

City of Spokane Proposed Zoning Designations



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Regal

Hailee

Moran

Donora

58th

Challis

Marion

57th

Moran

Thor

55th

53rd Ave

Community Business

RMF

RSF

CB

Palouse

52nd

51st

Freya St

Ferrall St

Palouse Hwy

50th Ave

Fer

Thor

Regal St

Rebecca

Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
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ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

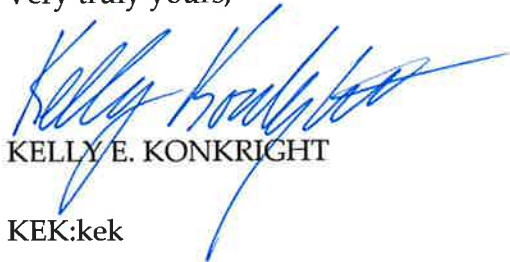
Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
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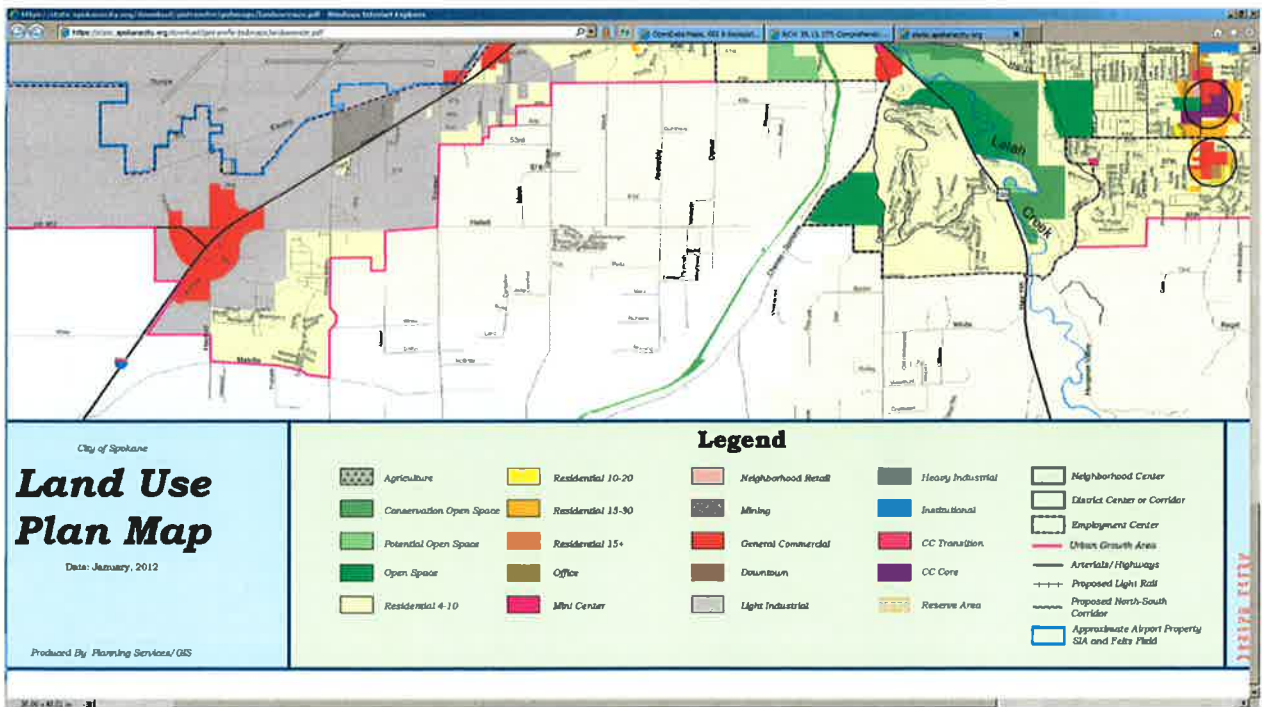
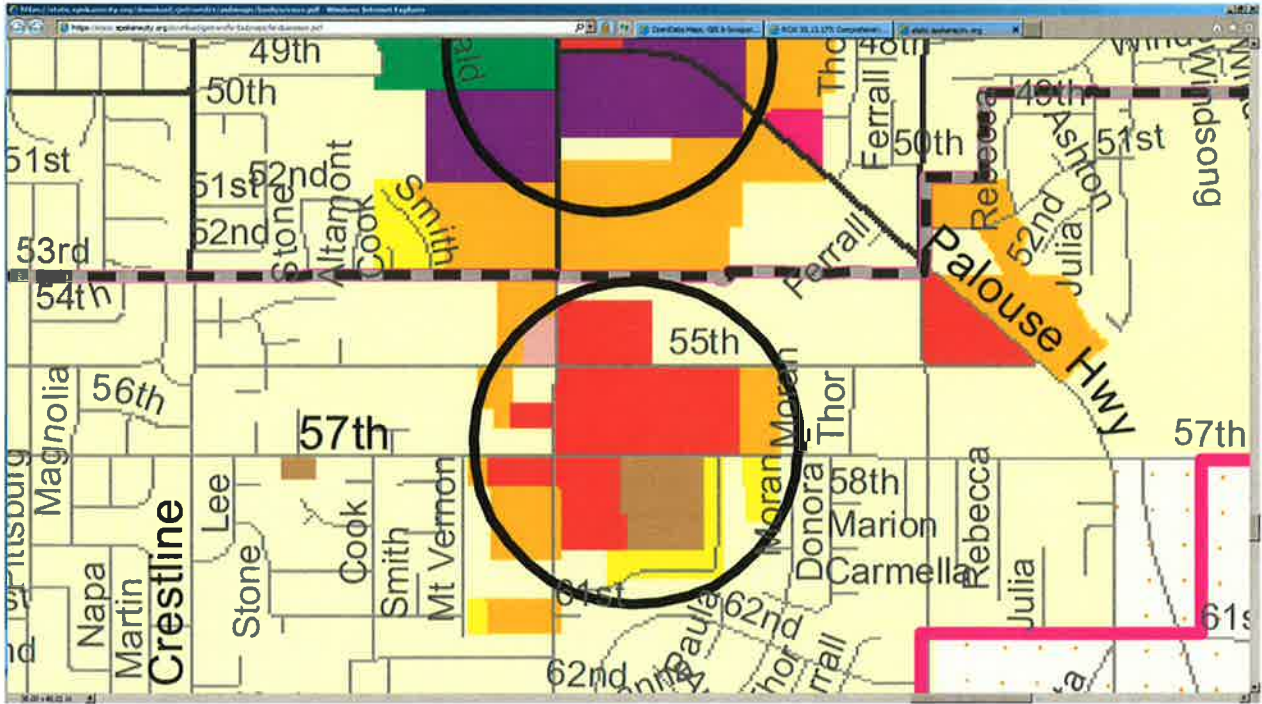
Very truly yours,



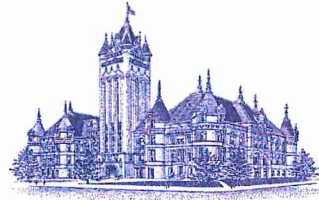
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

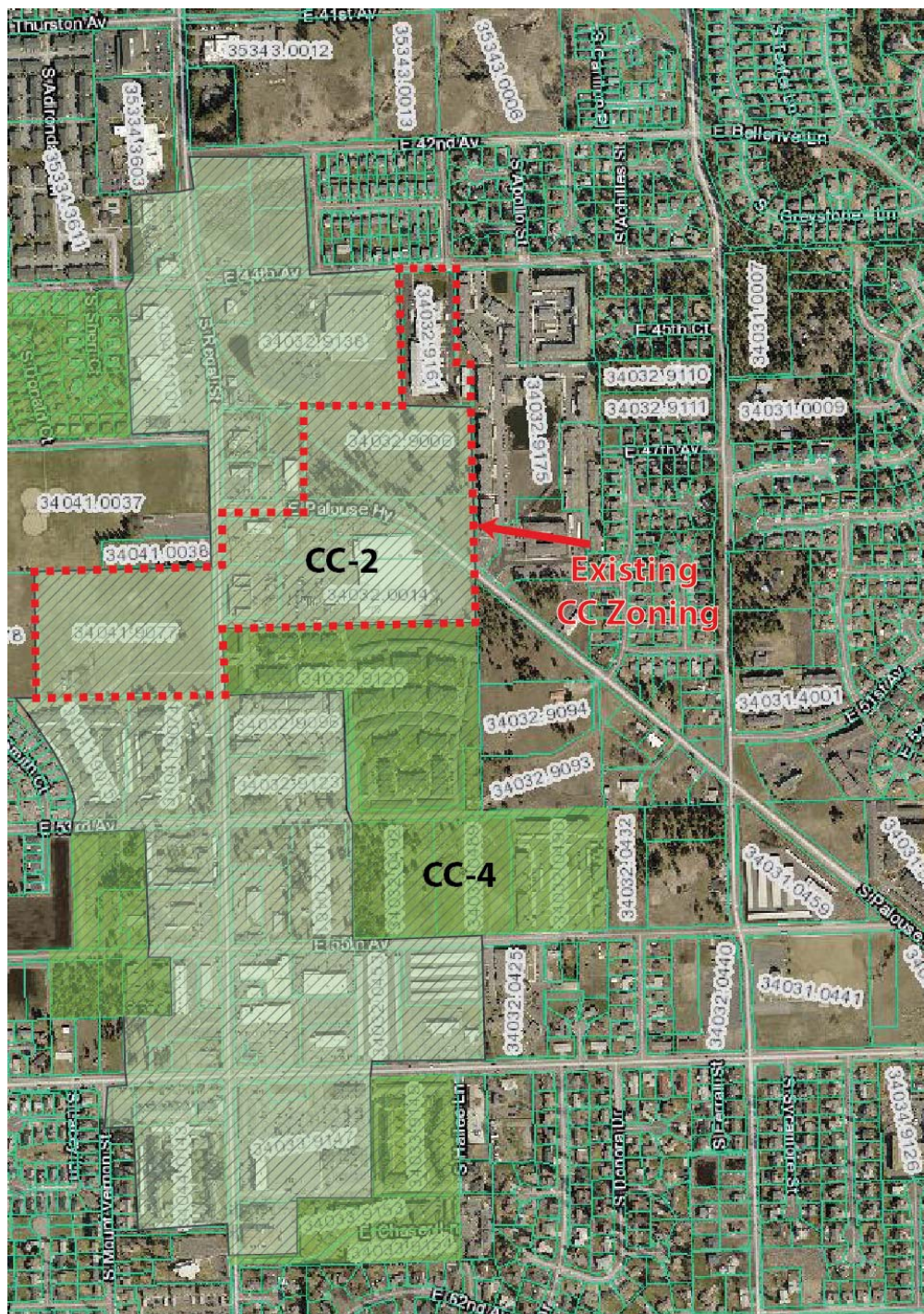
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

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As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: See attached.

7. Name, address and telephone of witnesses or persons with further information: See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

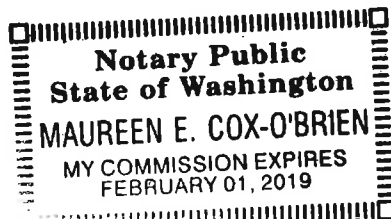
STATE OF WASHINGTON)
County of Spokane :

I, Alexandria J. Sohn (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015. Claimant attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

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Very truly yours,

DUNN & BLACK, P.S.



ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn



Agenda Sheet for City Council Meeting of:
03/14/2016

Date Rec'd	2/29/2016
Clerk's File #	ORD C35375
Renews #	
Cross Ref #	RES 2016-0012
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	4700 - HEARING - ROSEWOOD AVENUE STREET VACATION

Agenda Wording

Vacation of the south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street to the west line of Pittsburg Street. (Nevada/Lidgerwood Neighborhood Council)

Summary (Background)

At its legislative session held February 08, 2016, the City Council set a hearing on the above vacation for March 14, 2016. City staff has solicited responses from all concerned parties.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 2/8/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	sbishop@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing			

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35375

An ordinance vacating the south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue;

WHEREAS, a petition for the vacation of the south 30 feet of Rosewood Avenue, located in the Southwest Quarter of Section 28, Township 26 North, Range 43 East, Willamette Meridian, Spokane, Washington, beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, a previous version of a non-user statute (RCW 36.87.090), adopted by the legislature in 1889, provided:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

WHEREAS, Rosewood Avenue was dedicated in 1890 as part of the Gunn's Addition to Spokane Falls Wash plat, which plat was located in unincorporated Spokane County; and

WHEREAS, to the best of the City's knowledge and understanding, Rosewood Avenue has never been improved as a public street and opened for public use; and

WHEREAS, Rosewood Avenue and the areas surrounding it were annexed into the City of Spokane in 1994 by the Calkin's Annexation, more than five years after Rosewood Avenue was dedicated; and

WHEREAS, due in part to the fact that Rosewood Avenue has never been improved or used as a public street, various private improvements encroach into Rosewood Avenue; and

WHEREAS, by virtue of the RCW quoted above, the Spokane City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the south 30 feet of Rosewood Avenue, located in the Southwest Quarter of Section 28, Township 26 North, Range 43 East, Willamette Meridian, Spokane, Washington, beginning 225 feet east of the east line of Helena Street, to the west line of Pittsburg Avenue is hereby vacated. Parcel number not assigned.

Section 2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
December 08, 2015

LOCATION: The south 30 feet of Rosewood Avenue beginning 225 feet east of the east line of Helena Street to the west line of Pittsburg Street

PROPONENT: Collision Service Repair Center, INC

PURPOSE: Clear title to land.

HEARING: March 14, 2016

REPORTS:

AVISTA UTILITIES – Avista has no facilities impacting the vacated area and therefore no objections with the vacation.

COMCAST – Comcast has reviewed the vacation request and we have no problem with the vacation.

LEVEL III COMMUNICATIONS - Level 3 has no comment on this section to be vacated. We have no facilities in that area.

CENTURYLINK – No comments

ASSET MANAGEMENT – INTEGRATED CAPITAL MANAGEMENT – No comments.

FIRE DEPARTMENT - No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – There are no city water or sewer mains in the proposed vacation area. This ROW maybe part of a plat that falls within the dates indicating that ROW might be abandoned for non-use. We have to objection to the vacation.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Although a loss of connectivity in the grid system, it appears half the ROW was already vacated & they built over the other half. Parcel 36283.2002 cannot be land locked.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT - No comments

WASTEWATER MANAGEMENT - No objection provided onsite runoff be maintained and treated onsite.

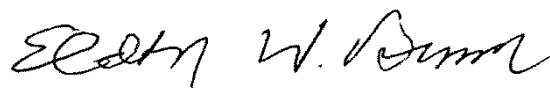
WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.
2. Existing parcels shall be aggregated or altered through a BLA to ensure no parcel is land-locked. Parcel 36283.2002 must be reconfigured so it still abuts public right-of-way.
3. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated Rosewood Avenue by operation of law many years ago as recommended by City Staff.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2016**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development



P1505771VACA - Site Map



Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.

130 65 0 130 260 Feet



Vacation Area

 **COSGIS**
City of Spokane GIS



DISTRIBUTION LIST

Vacation of: Rosewood Avenue beginning 225 feet east of the east line
of Helena Street to the West line of Pittsburg Avenue

ATTN: LEROY EADIE

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: Scott Windsor

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: RICK ROMERO
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

HOLYOKE INVESTMENT CO I, LLC

PO BOX 9368

SPOKANE, WA 99209

DAY OUT FOR THE BLIND OF SPOKANE

PO BOX 7593

SPOKANE, WA 99207

DISTRIBUTION LIST

Vacation of: Rosewood Avenue beginning 225 feet east of the east line of Helena Street
to the West line of Pittsburg Avenue

LAKESHORE INVESTMENT
CORPORATION
1037 NE 65TH ST #339
SEATTLE, WA 98115

JBLACK PROPERTIES, LLC
107 S HOWARD #500
SPOKANE, WA 99201

BOTHUN, BRUCE L
110 GUNSIGHT LOOP
KALISPEL, MT 59901-6628

TRAN, HUNG T/PHAM, HONG H
1114 W CHAUCER AVE
SPOKANE, WA 99208

MERRITT, JEREMY A
11210 E 11TH AVE
SPOKANE, WA 99206

AAFU, LLC
11616 E 38TH AVE
SPOKANE VALLEY, WA 99206

WITIUK FAMILY LIVING TRUST
11821 N HEMLOCK ST
SPOKANE, WA 99218-2718

SEWELL AND MARSH, LLC
120 N STEVENS ST # 300
SPOKANE, WA 99201-0217

BWR HOLDINGS LLP
1201 W COLUMBIA DR
KENNEWICK, WA 99336

KELLER, W A & P G
12210 S HARVARD RD
ROCKFORD, WA 99030

MOORE, JAMES A & DIXIE L
12212 E MIDWAY RD
MEAD, WA 99021-9757

INMAN, JUDY K / STUMPF, LUCINDA
126 E ASTOR DR
SPOKANE, WA 99208

HARVEY ETUX, K F
1302 N BROOK TERRACE
SPOKANE, WA 99224

MOORE, J & D
1311 N LOCUST RD
SPOKANE, WA 99206-4079

MICHAELSEN, KIRK C / PATRICIA C
1409 E DECATUR AVE
SPOKANE, WA 99208

JOHNSON, JOHN H & VIRGINIA M
1409 W CHERRYWOOD CRT
SPOKANE, WA 99218

BEERBOHM, JARED W
1419 E DECATUR AVE
SPOKANE, WA 99207

WEGHORST, ADRIANNE LOUISE
1420 NW 61ST ST 2
SEATTLE, WA 98107-2958

BEGGS, ANTHONY M
1425 E DECATUR AVE
SPOKANE, WA 99207

SILVER LIVING TRUST
1425 E FRANCIS AVE
SPOKANE, WA 99207-3737

MARCOTTE, RONALD & SYLVIA
1429 E DECATUR AVE
SPOKANE, WA 99207-3719

MORIN, DENNIS R & PAMELA J
14605 N FAIRVIEW DR
MEAD, WA 99021

TILLIE JR, WILLIAM & MARY
14711 E EISTRUP RD
ELK, WA 99009-9639

WOLVERTON LIVING TRUST, K W &
E VICTORIA
15018 N EDENCREST DR
SPOKANE, WA 99208

LUST, BONNIE J
1505 E DECATUR AVE
SPOKANE, WA 99206

OWENS, JEFFREY N
1515 E DECATUR AVE
SPOKANE, WA 99207-3721

VANGRIMBERGEN, ANDREW &
ANGELA J
1603 E DECATUR AVE
SPOKANE, WA 99207

DISTRIBUTION LIST

Vacation of: Rosewood Avenue beginning 225 feet east of the east line of Helena Street
to the West line of Pittsburg Avenue

SANCHEZ, ROBERTO
1604 E FRANCIS AVE
SPOKANE, WA 99207

BENNETT, DAVID J L
1607 E ROSEWOOD AVE
SPOKANE, WA 99217-7560

PERRY, FRANK A
1611 E DECATUR AVE
SPOKANE, WA 99207

KING, SHARON K/SCRAPER, DELVAN
L
1616 E FRANCIS AVE
SPOKANE, WA 99208

HURLEY LIVING TRUST
1625 E HOUSTON
SPOKANE, WA 99217

STEPPE, HAROLD W
1629 E DECATUR AVE
SPOKANE, WA 99208

SCHAFFER, MICHAEL J & ROBIN D
1631 E FRANCIS AVE
SPOKANE, WA 99208-2741

COX, DEBRA J
1634 E FRANCIS
SPOKANE, WA 99207

BENWAY, WARREN A & BETTY J
1635 E DECATUR AVE
SPOKANE, WA 99207

BERLEY, CHRISTEEN D
1642 E FRANCIS AVE
SPOKANE, WA 99207

LUNDGREN, KYLE N
1643 E DECATUR AVE
SPOKANE, WA 99208

DANIEL, CAROLANN M
1646 E FRANCIS AVE
SPOKANE, WA 99208

LEIFER, NICK B
1650 E FRANCIS AVE
SPOKANE, WA 99207-3740

SCHUSSMAN, SANDRA M
1651 E DECATUR AVE
SPOKANE, WA 99207-3723

APPLINGTON, PATRICK R
1655 E DECATUR AVE
SPOKANE, WA 99208

FLYNN, DARLA
1701 E DECATUR AVE
SPOKANE, WA 99207

HOLMES, TYLER
17101 N MT SPOKANE PARK RD
MEAD, WA 99021

ROE, WILLIAM J
1716 E FRANCIS AVE
SPOKANE, WA 99207-3742

KEMMER, BRADLEY
1721 E DECATUR AVE
SPOKANE, WA 99207-3725

SMITH, CHRIS O
1726 E FRANCIS AVE
SPOKANE, WA 99207-3742

SELBY, JASEN
1727 E DECATUR AVE
SPOKANE, WA 99208

AALGAARD, DARYL W & SUSAN D
1730 E FRANCIS AVE
SPOKANE, WA 99207-3742

WILLIAMS, ETHAN T
1731 E DECATUR AVE
SPOKANE, WA 99207

FEASTER, ROSEMARIE T
1807 E DECATUR AVE
SPOKANE, WA 99207-3727

NEWCOMB, BETTY L
1808 E FRANCIS AVE
SPOKANE, WA 99208

W C CONNER EXCAVATING INC
1809 E HOUSTON AVE
SPOKANE, WA 99217-7541

LAMARCHE, ROLAND
1815 E FRANCIS AVE
SPOKANE, WA 99207-3745

DISTRIBUTION LIST

Vacation of: Rosewood Avenue beginning 225 feet east of the east line of Helena Street
to the West line of Pittsburg Avenue

TIBBETT, DAVID J & MARYLIN A
1817 E DECATUR AVE
SPOKANE, WA 99207-3727

LEDGERWOOD, JOY D
1822 E FRANCIS AVE
SPOKANE, WA 99207

CUNNINGHAM, CASSANDRA E
1823 E DECATUR AVE
SPOKANE, WA 99208

STEVENS, BONNIE S
23315 81ST PL W
EDMONDS, WA 98026

ALLEN, KELLY J
2433 E BISMARCK AVE
SPOKANE, WA 99207

JULIEN, CATHERINE E
2592 SW DAFFODIL ST
PORT ORCHARD, WA 98367-8040

CULVERWELL, JAMES W &
SHANNON L
2848 QUARRY RD
CHEWELAH, WA 99109

JPMORGAN CHASE BANK, NA
3415 VISION DR
COLUMBUS, OH 43219-

HAYWARD, JEFFREY D
3606 E 3RD AVE
MEAD, WA 99021-9292

MUELLER, G P
3743 W OLYMPIC AVE
SPOKANE, WA 99205-6021

DLJWF, INC
3934 S EAGLE LANE
SPOKANE VALLEY, WA 99206

MOSES, CORY J & ASHLY A &
LINSCOTT, JOLL
4021 SANDHILL CRANE TER
MIDDLEBURG, FL 32068-9010

WINNING CHOICE PROPERTIES LLC
422 E STONEWALL
SPOKANE, WA 99208

PETTY, LYNDIA R
4303 E PRINCETON AVE
SPOKANE, WA 99217

NORTHWEST GRANITE, INC
4510 S MIAMI ST
SPOKANE, WA 99223

JULIEN LIVING TRUST
4517 E LANE PARK RD
MEAD, WA 99021

FISCHER, A R
4616 W TIFFANY AVE
SPOKANE, WA 99208

HOUSTON AVENUE LLC
4828 N STEVENS RD
SPOKANE, WA 99205-

HOLZAPPLE LIVING TRUST
5025 N ARGONNE LN #3
SPOKANE, WA 99212

MAHAFFEY/ ONEAL REVOCABLE
TRUST
515 E MIDWAY RD
COLBERT, WA 99005-9306

CARNEY, L G & K A
5927 E SUMMIT RD
SPOKANE, WA 999217

HOUSTON PROPERTIES LLC
601 W MAIN AVE STE 400
SPOKANE, WA 99201

DENMAN, TRISHA M
6108 N COOK ST
SPOKANE, WA 99207-6410

EARLY BIRD PROPERTIES LLC
6230 N PITTSBURG ST
SPOKANE, WA 99208

ALLEN, JAMES S JR & KATHY A T
6319 N PITTSBURG ST
SPOKANE, WA 99207-7552

IBB LOCAL 242
6404 N PITTSBURG ST
SPOKANE, WA 99217-7553

RECORDS, KENNETH & ROBIN L
6501 N PITTSBURG ST
SPOKANE, WA 99217-7555

DISTRIBUTION LIST

Vacation of: Rosewood Avenue beginning 225 feet east of the east line of Helena Street
to the West line of Pittsburg Avenue

ZIMMERMAN, JACKIE/MASSENDER,
KEN & THEO
6502 N PITTSBURG ST
SPOKANE, WA 99217

MYERS REV TRUST, NORMAN &
SUSAN
651 SE BAYSHORE DR E301
OAK HARBOR, WA 98277-

DARLOW, DAVID
6522 N WHITEHOUSE ST
SPOKANE, WA 99208-4040

DKM ENTERPRISES, INC
7136 N DRUMHELLER ST
SPOKANE, WA 99208-5019

FEDERAL NATIONAL MORTGAGE
ASSOC
7360 S KYRENE RD
TEMPE, AZ 85283

CHEROKE LIVING TRUST / CHEROKE
MGMT, LLC
8004 S WEST TERRACE DR
CHENEY, WA 99004

CLARK, KEITH V & PATRICIA M
8026 N MARKET ST
SPOKANE, WA 99207-8107

ELLSWORTH, LISA MAREE
811 E DALTON AVE
SPOKANE, WA 99207-2827

COLLISION SERVICE REPAIR CENTER,
INC
8250 N SKOKIE BLVD
SKOKIE, IL 60077-0670

CHEN, THOMAS & JULIA
8324 N NORTHVIEW CT
SPOKANE, WA 99208

CARPER, ROBIN & SHERRI
8420 E WOODLAND PARK DR
SPOKANE, WA 99217-9235

NESBITT REVOCABLE LIVING TRUST,
R E & M
8702 N SCOTT RD
SPOKANE, WA 99217

STEEVE, BRUCE H
8717 E BRIDGES RD
ELK, WA 99009-9742

NAUDITT, PETER & SANDRA
PO BOX 173
COLBERT, WA 99005-0173

CHESBROUGH, LARRY & LOTUS
PO BOX 4
COLBERT, WA 99005-0004

RUSSELL, DARRELL
PO BOX 403
CLAYTON, WA 99110

JNW PROPERTIES LLC
PO BOX 6819
SPOKANE, WA 99217-0913

EBERLE, BRIAN J
PO BOX 7468
SPOKANE, WA 99207-