

**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, MAY 9, 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. Authorization to enter into a collective bargaining agreement with IAFF Local 29 Spokane Area Fire Officers covering wages and benefits for the years 2017-2020: 2017-\$74,302; 2018-\$44,537; 2019-\$11,735-\$79,238; 2020-\$12,205.
Erin Jacobson | Approve | OPR 2016-0375 |
| 2. Multiple Family Housing Property Tax Exemption Agreements with: | Approve All | |
| a. North Gorge Residential Partners, LLC for 24 apartment units located at 1907 West Summit Parkway.
Ali Brast | | OPR 2016-0376 |
| b. North Gorge Commercial Partners, LLC for Two 50-unit buildings and one 37-unit building located at 528 North Cedar Street. | | OPR 2016-0377 |
| 3. Recommendations to list on the Spokane Register of Historical Places:
Megan Duvall | Approve &
Auth.
Mgmt.
Agreements | |
| a. The Plummer-Wheeler House, 2007 South Rockwood Boulevard. | | OPR 2016-0378 |

- b. The Bradley House, 1703 West 9th Avenue. OPR 2016-0379
4. Interlocal agreement between the City and Spokane Transit Authority to provide a safe and secure environment in Downtown Spokane from May 1, 2016 to December 31, 2016—\$57,933 Revenue. Approve OPR 2016-0380
Justin Lundgren
5. Contract with Safway Services, LLC, (Spokane Valley, WA) for scaffolding services for scheduled outages and emergency outages at the Waste to Energy Facility through December 31, 2016—\$300,000 (excl. tax). Approve OPR 2016-0381
Chuck Conklin BID 4235-16
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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C35386 Of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan until completion of the City's Comprehensive Plan 2017 period update, and deferring and suspending the processing of applications which cannot be completed before December 31, 2016, and declaring an emergency. **Lisa Key**

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0038 Regarding the use of unmanned air vehicles to improve the safety to our personnel and the public in high risk situations. (Deferred from April 25, 2016, Agenda) **Brian Schaeffer**

- RES 2016-0044 Declaring Rogers Machinery Co. Inc. (Spokane Valley, WA) a sole
 OPR 2016-0382 source provider and authorizing the repair/rebuild services for the City
 Waste To Energy Facility's (WTEF) Cameron Compressor for \$150,000,
 without public bidding.
 Chuck Conklin
- ORD C35379 Relating to sustainable public building standards for Capital
 Improvement Projects; amending section 7.17.020 of the Spokane
 Municipal Code and enacting new sections 12.05.005 and 12.05.030 to
 the Spokane Municipal Code. (Deferred from April 18, 2016, Agenda)
 Council President Stuckart
- ORD C35380 Relating to initiatives and referendums; amending sections 2.02.020,
 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110,
 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.
 (Deferred from April 18, 2016, Agenda)
 Council President Stuckart
- ORD C35384 (To be considered under "Hearings" Item H1.)
- ORD C35385 Relating to Rules of the Road; amending SMC sections 8.02.083,
 16A.61.381, 16A.61.567, 16A.61.570, 16A.61.5705, 16A.61.5904, and
 16A.61.790 to Chapters 08.02 and 16A.61 of the Spokane Municipal
 Code.
 David Steele

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|---|--------------------------------|------------|
| H1. | Final Reading Ordinance C35384 relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056COMP.
Boris Borisov | Pass Upon
Roll Call
Vote | ORD C35384 |
|-----|---|--------------------------------|------------|

Motion to Approve Advance Agenda for May 9, 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 May 9, 2016, Regular Legislative Session of the City Council is adjourned to May 16, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/26/2016
Clerk's File #	OPR 2016-0375
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	ERIN JACOBSON 6889	Project #	
Contact E-Mail	EJACOBSON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	2017-2020 COLLECTIVE BARGAINING AGREEMENT WITH SAFO		

Agenda Wording

Authorization to enter into a collective bargaining agreement with IAFF Local 29 Spokane Area Fire Officers (SAFO) covering wages and benefits for the years 2017-2020.

Summary (Background)

The City and SAFO have concluded negotiations and reached a Tentative Agreement for a successor CBA with a four-year term, from January 1, 2017 through December 31, 2020. The average annual increase in total cost of compensation over the four-year term is projected to be within the range of 1.42% to 2.07%, depending upon CPI in 2019. The cost for 2020 (and therefore the average annual total cost) could increase if a wage increase is negotiated by Local 29 Firefighters bargaining unit.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 2017 - \$74,302	# various
Expense \$ 2018 - \$44,537	# various
Expense \$ 2019 - \$11,735 - \$79,238	# various
Expense \$ 2020 - \$12,205	# various

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	e-mail 4/26/16
<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>			

TENTATIVE AGREEMENT
Between City of Spokane and IAFF Local 29 Spokane Area Fire Officers (SAFO)
2017-2020

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a successor four-year contract commencing January 1, 2017. The TA is subject to ratification by the SAFO membership and the Spokane City Council. Should either party fail to approve the TA, the parties will recommence negotiations.

Wages: Wages will continue to be set at the current contract percentage differential above Captain, resulting in COLAs to match Local 29 as follows:

- 2017: 2% effective the pay period that includes January 1, 2017
- 2018: 1.5% effective the pay period that includes January 1, 2018
- 2019: 0%-3% (based on same CPI formula/date as 2015) effective the pay period that includes January 1, 2019
- 2020: To be negotiated with Local 29

Medical/Dental: The City's monthly per employee benefits contribution for medical and dental insurance in 2017 will be \$1813. The contribution will increase by 4% each year thereafter, including out of contract years.

All newly hired employees will have their medical benefits start the second full pay period after start date, if allowed by the benefits trust and its insurance carriers.

The City's contribution rates during each contract year shall be as follows:

- 2017: \$1813
- 2018: \$1886
- 2019: \$1962
- 2020: \$2041

Debit/OT: Beginning in 2017, a total of 228 debit hours will be owed by 24-hour members. Up to 96 of the debit hours owed will be used for draft shift coverage, alternating between debit time and overtime shifts. If a 24-hour member uses all 96 of the shift debit hours, then all subsequent drafts for that member will be on overtime.

The remaining 132 debit hours will be used for administrative work, including operational meetings, training, and one-half hour after shift-change. If all 96 shift debit hours are not used, the remaining hours will be used as administrative debit time.

Deferred Compensation: SAFO members will receive the same match as Local 29 members, which is a maximum of 4% of the bi-weekly pay of a 24-hour Captain at Grade 44, Step 3, Longevity 35.

VEBA: The City's \$50/month contribution to SAFO members' VEBA will cease January 2017.


The parties agree to revise the following sections to match Local 29's 2016-2019 Agreement:

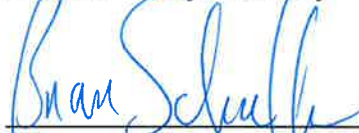
- Ethics code
- Voluntary training
- Light duty schedule
- Sick leave buyback rates
- Tuition reimbursement payback
- EMT license required
- Supplemental agreements

For the City of Spokane:



David A. Condon
Mayor


Theresa M. Sanders
City Administrator


 4/20/16
Erin Jacobson
Assistant City Attorney


Brian Schaeffer
Assistant Fire Chief

 4/21/16
Tim Dunivant
Budget Director

 4/25/16
Meghann Steinolfson
Sr. Human Resources Analyst

For SAFO:


John Goodman
President


Dave Haworth
Vice-President



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/21/2016
Clerk's File #	OPR 2016-0376
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MULTI FAMILY HOUSING - 1907 W SUMMIT PARKWAY		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with North Gorge Residential, LLC for 24 apartment units located at 1907 West Summit Parkway, Parcel Number 25134.5639

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PED 4/18/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	fperkins@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		jmallahan@spokanecity.org	
<u>Purchasing</u>		kbecker@spokanecity.org	
		mhughes@spokanecity.org	
		abrast@spokanecity.org	
		htrautman@spokanecity.org	

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
April 18, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one 24-unit building at 1907 W Summit Ave.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from North Gorge Residential Partners, LLC for a project consisting of approximately 24 multiple family housing units at 1907 W Summit. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

North Gorge Residential Partners, LLC

MFTE target area: Kendall Yards

Qualifying parcels: 25134.5639

Units: 24 units, (2 1-bedrooms, 16 2-bedrooms, 6 3-bedrooms)

Total Square Footage: 43,653 square feet

Average Sq Ft: 1,261 square feet

Affordable: not attempting to meet affordable rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and North Gorge Residential, LLC, as "Owner" whose business address is 1421 N Meadowwood Lane, Suite 200, Liberty Lake, WA 99019.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

KENDALL YARDS 3RD ADDITION, L11-17, B1

Assessor's Parcel Number(s) 25134.5639, commonly known as 1907 W Summit Parkway.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 24 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Joe Frank

By:  _____

Its: MANAGER _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 1st day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph Frank, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of April, 2016.



Katherine Funk
Katherine Funk

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

My commission expires December 6, 2019

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

05/09/2016

Date Rec'd

4/21/2016

Clerk's File #

OPR 2016-0377

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ALI BRAST 625-6638

Project #**Contact E-Mail**

ABRAST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4700 - MULTI FAMILY HOUSING - 528 N CEDAR STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with North Gorge Commercial Partners, LLC for two 50-unit buildings and one 37-unit building located at 528 North Cedar Street, Parcel Numbers 35183.0007 and 35183.0094

Summary (Background)

Chapter 84.14 RCW authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 4/18/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing

kbecker@spokanecity.org

mhughes@spokanecity.org

abrast@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
April 18, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for three multi-family buildings; two 50-unit buildings and one 37-unit building at 528 N Cedar

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from North Gorge Residential Partners, LLC for a project consisting of approximately 137 multiple family housing units at 528 N Cedar. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

North Gorge Residential Partners, LLC

MFTE target area: Kendall Yards

Qualifying parcels: 35183.0007, 35183.0094

Units: 137 units, (16 studios, 38 1-bedrooms, 63 2-bedrooms, 20 3-bedrooms)

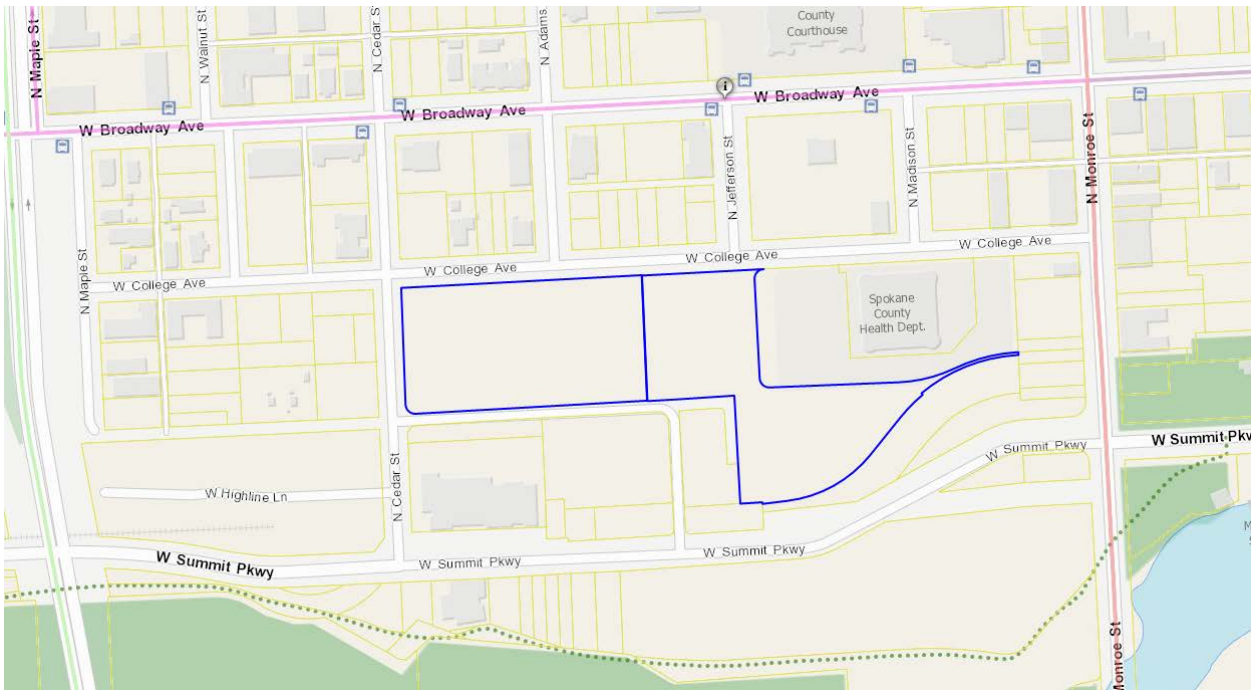
Total Square Footage: 137,000 square feet (3 buildings)

Average Sq Ft: 1,000 square feet

STA Routes: 124, 21

Affordable: not attempting to meet affordable rate

Project Area Map:



For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and North Gorge Commercial Partners, LLC, as "Owner" whose business address is 1421 N Meadowwood Lane, Suite 200, Liberty Lake, WA 99019.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

18-25-43 N322FT OF W350FT OF PTN L3 OF SW1/4 S OF COLLEGE AVE & BEG AT PT IN SL COLLEGE AVE 350FT E FRM EL CEDAR ST TH SLY P AR TO SD EL 322FT TH ELY PAR TO SL COLLEGE AVE 82.7FT TH C TO LE FT RAD2818.43FT FOR 67.3FT M/L TO PT 500FT PERPEND FRM EL OF CE DAR ST TH NLY PAR TO EL 321.2FT M/L TO SL COLLEGE AVE TH WLY 150 FT TO POB EXC ANY PTN OF KENDALL YARDS COMMERCIAL ADD (AFN# 6262045)

Assessor's Parcel Number(s) 35183.0007 and 35183.0094, commonly known as 528 N Cedar St.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code

requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 137 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a

period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Joe Frank

By:  _____

Its: Manager _____

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 1st day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph Frank, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of April, 2016.



Katherine Funk
Katherine Funk
Notary Public in and for the State
of Washington, residing at Spokane
Hayden, Idaho

My commission expires December 6, 2019



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/25/2016
Clerk's File #	OPR 2016-0378
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0780 - PLUMMER-WHEELER HOUSE-2007 S ROCKWOOD BLVD

Agenda Wording

Recommendation to list the Plummer-Wheeler House, 2007 South Rockwood Boulevard, on the Spokane Register of Historic Places.

Summary (Background)

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

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head DUVALL, MEGAN

Division Director SIMMONS, SCOTT M.

Finance KECK, KATHLEEN

Legal PICCOLO, MIKE

For the Mayor SANDERS, THERESA

Council Notifications

Study Session

Other

Distribution List

fperkins@spokanecity.org

mduvall@spokanecity.org

evance@spokanecity.org

sschoonover@spokanecity.org

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

The Plummer-Wheeler House – 2007 S Rockwood Boulevard

FINDINGS OF FACT

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

- Begun in 1912 and completed in 1913, the Plummer-Wheeler House meets the 50-year age criteria established for listing on the Spokane Register of Historic Places.

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

- Under Category B, for its association with the lives of persons significant in local and state history, it is nominated for its association with Spokane attorney, William H. Plummer, and Spokane surgeon, Dr. Herbert E. Wheeler.
- Under Category C, for its architecture and design, as a fine American Foursquare house type and a well-built product of two of Spokane's most prominent Spokane construction professionals, architect Earl W. Morrison and building contractor Amil T. Johnson.

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

- The Plummer-Wheeler House retains a high degree of architectural integrity in terms of its location, design, workmanship, materials and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated The Plummer-Wheeler House according to the appropriate criteria at a public hearing on 04/20/16 and recommends that The Plummer-Wheeler House be listed on the Spokane Register of Historic Places.

FOR SHLC Meeting:

Begun in 1912 and completed in 1913, the construction and design of the Plummer-Wheeler House in Spokane, Washington is a fine representation of the American Foursquare house type. The home was listed in 1997 on the National Register of Historic Places as a contributing property of the Rockwood National Register Historic District, and commands a prominent location in the center of the historic district at the intersection of Rockwood Boulevard and Overbluff Road. In excellent condition, the Plummer-Wheeler House retains a high degree of architectural integrity in original location, design, materials, workmanship, and association.

Described in a 1912 Spokesman-Review newspaper article, the home was built for \$20,000 — eclipsing by nearly four times the minimum building cost required by neighborhood covenants. The two and a half story, masonry home is further architecturally significant as a fine, well-built product of two of Spokane's most prominent Spokane construction professionals, architect Earl W. Morrison and building contractor Amil T. Johnson. During its period of significance from 1912 to 1951, the Plummer-Wheeler House achieved historical significance for its associations with Spokane attorney, William H. Plummer, and Spokane surgeon, Dr. Herbert E. Wheeler, the home's two earliest and most significant residents.

In 1912, Plummer purchased the property, commissioned construction of the home, and lived in it during 1913. A noted Spokane legal leader at the time, Plummer was prominent in political circles in the state and as a member of the Washington State senate and appeared in many of the Inland Empire's large and sensational cases. To continue, Dr. Wheeler was a well-known physician, surgeon, and resident of Spokane for 45 years where he served at different times as the Spokane Police [Department] surgeon and the chief surgeon for the Northern Pacific Railway Company. Dr. Wheeler's career reached its zenith during his residency in the Plummer-Wheeler House from 1922 to 1951.

For being a fine representation of the American Foursquare home and its association with significant Spokane residents, Staff recommends that the Plummer-Wheeler House is eligible for the Spokane Register of Historic Places under Categories B & C.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

(MANITO PK 2ND B10 L14)

Parcel Number 35291.3206 is governed by a Management Agreement between the City of Spokane and the Owner(s), Brondos Living Trust, C E & V E (Plummer-Wheeler House), of the subject property.

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


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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated:  4/22/16

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **April 2016**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Dr. Charles and Virginia Brondos** (hereinafter "Owner(s)"), the owner of the property located at **2007 S. Rockwood Boulevard** commonly known as the **Plummer-Wheeler House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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


Owner


Owner

CITY OF SPOKANE

By: 
Title: Historic Preservation Officer

ATTEST:

City Clerk

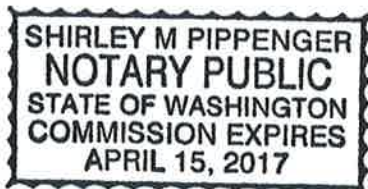
Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 20th day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Charles Edward Brondos, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20th day of April, 2016.



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

04/15/2017
My commission expires ↓

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 20th day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE

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

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

1. HISTORIC NAME

Historic Name **PLUMMER-WHEELER HOUSE**
Common Name

2. LOCATION

Street & Number 2007 S. Rockwood Boulevard
City, State, Zip Code Spokane, WA 99203
Tax Parcel Number 35291.3206

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name Dr. Charles & Virginia Brondos
Street & Number 2007 S. Rockwood Blvd
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 509-534-1725, 509-994-3016,
chuckbari41@gmail.com

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal ☐ State ☐ County ☐ Local 1979
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

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

Check One

☐ unaltered
☒ altered

Check One

☒ original site
☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	Manito Park 2 nd Addition, Block 10, Lot 14.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	April 20, 2016

13. Signature of Owner(s)

Chris E. Brondos

Virginia E. Brondos

14. For Official Use Only:

Date nomination application filed: 3/20/16

Date of Landmarks Commission hearing: 4/20/16

Landmarks Commission decision: approved

Date of City Council/Board of County Commissioners' hearing: 5/9/16

City Council/Board of County Commissioners' decision: _____

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

Megan Duvall

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
3rd Floor - City Hall, Spokane, WA 99201

4/22/16

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Plummer-Wheeler House in 2015

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Begun in 1912 and completed in 1913, the construction and design of the Plummer-Wheeler House in Spokane, Washington is a fine representation of the American Foursquare house type. The home was listed in 1997 on the National Register of Historic Places as a contributing property of the Rockwood National Register Historic District, and commands a prominent location in the center of the historic district at the intersection of Rockwood Boulevard and Overbluff Road. In excellent condition, the Plummer-Wheeler House retains a high degree of architectural integrity in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

The Plummer-Wheeler House is built on a large pie-shaped lot at the southeast corner of S. Rockwood Boulevard and E. Overbluff Road in Spokane's Manito Park Second Addition, Lot 14, Block 10. The south border of the pie-shaped lot measures 99.6 feet, the east border of the lot measures 109.3 feet, and the arc formed by the pie-shaped lot measures 234 feet.¹ A paved pedestrian sidewalk is located along the property's west border at Rockwood Boulevard and the north border along Overbluff Road. Behind the house in the southeast corner of the property is a single-story, two-car garage. A paved

¹ Public Records. Spokane County Tax Assessor. Spokane County Courthouse, Spokane, WA.

driveway leads south from Overbluff Road to the garage. Built on level grade, the house and garage are framed by a variety of mature evergreen and deciduous trees, shrubs, bushes, and manicured lawn. The home is surrounded by fine single-family homes built from 1909 to 1945 in the architecturally prominent Rockwood National Register Historic District on Spokane's South Hill.

Exterior

The Plummer-Wheeler House is 2.5 stories and has an irregular rectangular footprint. The house is 46 feet wide and 34 feet deep. The front porch is 15 feet wide and 9 feet deep.² The home is made of stretcher bond painted brick masonry construction. The house is distinguished by a low-pitched hip roof, widely overhanging unenclosed eaves, two dormers, and a covered front porch. The roof is covered with composition shingles and supports two brick chimneys. Original windows are a combination of multi-paned casement and double-hung wood-sash windows, a wood-sash glass block window, and two wood-sash tripartite windows. Located at the home's west façade, the two tripartite windows are focal points of the house with undivided, fixed, center "picture" window panes flanked by tall, narrow, multi-paned sidelight casement windows.

The front face (façade) of the Plummer-Wheeler House looks west along Rockwood Boulevard. Similar to a Palladian window, prominent dormer windows with curved quarter-round lights help distinguish the west façade of the house. The dormer has a low-pitched gable-on-hip roof with a center pedimented gable. A decorative bargeboard articulates the gable. The dormer is clad in wood shingles and has widely overhanging eaves with exposed rafters. Four multi-paned casement windows are located on the dormer's face. The two center windows in the dormer are a window pair, which are capped with a pair of quarter-round curved windows. From a distance, the entire window design simulates the appearance of a multi-paned arched window. Multi-paned casement windows flank each side of the arched window pair. In contrast to the plain exposed rafters at the dormer, the home's low-pitched hip roof has decorative scroll-sawn exposed rafters. Soffits are made of original narrow-width wood tongue-in-groove planks. The west façade at the second floor is 7-ranked with symmetrically positioned 6/1 and 8/1 multi-paned windows. Of the seven windows, the three center windows are located in a 12-inch projecting center brick bay at the second floor above the front porch. Two windows each flank the center projecting bay at the bay's north and south sides and feature brick window sills with two plain brick brackets positioned below each window sill. The three center windows are 6/1 wood-sash casement windows while the four flanking windows are 8/1 double-hung wood-sash windows.

The first floor of the house at the west façade is dominated by a single-story, partial-width, front porch. The front porch is covered with a shallow shed roof supported by massive rectangular brick porch pillars at outside porch corners. The porch deck extends past the covered center portion of the porch to the southern edge of the west face. A low, plain brick porch wall protects the porch deck, and six concrete steps descend from the

² Ibid.

concrete porch deck to a paved walkway. Plain brick rectangular porch walls flank the steps. The porch ceiling is made of narrow-width wood tongue-in-groove planks. A front door is located on the center of the home's west façade and is flanked by one multi-paned sidelight south of the door. Two large tripartite windows flank the front entry and covered porch, and feature plain brick brackets beneath the window sills.

The north face of the house faces Overbluff Road. It features a continuation of the home's low-pitched hip roof, unenclosed widely overhanging eaves with exposed scroll-sawn rafters, brick masonry construction, and original multi-paned windows. A tall, prominent brick chimney, massive in size and rectangular in shape, dominates the north face of the house. Windows flank the chimney at the first and second floors. A window at the center of the first floor is made of glass block (1950s remodel). At the first floor, two multi-paned casement windows flank the chimney, and an 8/1 multi-paned double-hung window is located east of the chimney and glass block window. Three multi-paned casement windows and one multi-paned double-hung window are located on the home's north face at the second floor.

The south face of the house looks on groomed grounds, which serve as the home's rear "back yard." The south face has a continuation of the home's brick masonry construction, low-pitched hip roof, widely overhanging eaves with exposed scroll-sawn rafters, and a combination of original multi-paned windows and two contemporary windows. A back door is located at the southeast corner of the house at the first floor. A fixed plate glass window is located adjacent east of the back door. A contemporary aluminum-sash sliding window is located at the first floor west of the back door.

The east face of the house parallels a concrete driveway, which leads from the street south to the garage. A back door with multi-paned glazing is located in the center of the east face at the first floor. Except for one large window in the southeast corner of the first floor of the house, all windows on the east face are a combination of original multi-paned casement and double-hung windows. The southeast corner window at the first floor was replaced in the 1950s with a single-pane fixed "picture" window. The home's east face features a continuation of the home's low-pitched hip roof, widely overhanging eaves with exposed scroll-sawn rafters, and brick masonry construction. The roof supports a center shallow-pitched, hip-roof dormer built adjacent to a brick chimney. The dormer has three original multi-paned casement windows.

Interior

According to Spokane County Tax Assessor data, the first floor of the Plummer-Wheeler House has 1,564 finished square feet, the second floor has 1,564 finished square feet, and the attic under the roof eaves is partially finished with 400 square feet. The basement is finished and holds 1,564 square feet of space.³ A solid wood front door opens to a reception hall in the center of the house. The reception hall opens south to a formal dining room, north to a formal living room, and east to a north hall, bathroom,

³ Ibid.

library/family room, kitchen, and rear service hall with an enclosed narrow staircase designed for use by domestic help. The staircase descends to the basement and ascends to the second floor.

The formal living room is located in the northwest corner of the house and is dominated by a center fireplace on the north wall, flanked by two multi-paned casement windows. The fireplace has a plain, painted-wood mantle above a rectangular firebox and marble tile surround and hearth (1950s remodel). A formal dining room is located in the southwest corner of the house. A door in the dining room's east wall opens to a kitchen/breakfast room. Remodeled in the 1950s, the kitchen has built-in wood cabinets and cupboards, Formica countertops, sink, two ovens, and a built-in range cook-top. A door on the north wall of the kitchen opens to a back service hall and an interior staircase. The staircase descends from the first floor to an exterior side door at the east face of the house along the driveway. At the first floor, the back hall also leads north to a library/family room. The library/family room has built-in bookcases and opens west to a small north hallway located between the library/family room and the living room. A built-in wet bar is located behind louvered bi-fold doors on the north hall's south wall. Opposite the wet bar, a door on the north hall's north wall opens to a bathroom. All the woodwork on the first floor is painted white. The floor in the reception hall, living room, dining room, library/family room, and north hall is made of solid oak planks with an inlaid mahogany perimeter border. The floor in the kitchen/breakfast room, back service hall, and back stairs is covered with Marmoleum. The floor in the bathroom is made of glazed ceramic tile. Ceilings are 8 feet high.

A formal staircase in the home's front entry reception hall winds up to the second floor. The staircase is made of painted solid oak with an open stringer. The stair's handrail is made of ebony-finished walnut. Three cut-out balusters are anchored to each stair tread. The balusters are emphasized with a cut-out design that resembles a stylized Scottish rose, a popular motif of the Craftsman style. A flat-topped tapered square oak newel post is anchored diagonally to the bottom of the stairs in the reception hall, and features tapered inset panels. A prominent architectural feature of the home, the tapered inset panel design is repeated in the design of interior doors in the reception hall and north hall on the first floor. The second floor has a large central hall around the open stairwell. The hall leads to four bedrooms, a sewing room, and a hall bathroom. The master bedroom is located in the northwest corner of the house and features an *en suite* bathroom with original glazed ceramic tile floor and ceramic tile wainscoting. A fireplace is located on the bedroom's north wall and has a painted wood mantel and glazed ceramic tile hearth and surround. The fireplace is flanked by two multi-paned casement windows, and the west wall has two 8/1 multi-paned double-hung windows. The three remaining bedrooms are located in the northeast, southeast, and southwest corners of the house. A small sewing room is located on the home's west wall between the southwest and northwest bedrooms. The hall bathroom is located on the east wall, and built-in storage closets/drawers are located on the north wall. Second floor ceilings are eight feet high, and the staircase (except handrail) and second-floor woodwork are painted white. The floor in the master bedroom is made of solid oak planks with an inlaid mahogany border

(matches living room floor). The hall bathroom floor is covered with linoleum, and remaining floor surfaces in second-floor bedrooms and the central hall are covered with wall-to-wall carpet (thought to be oak but undocumented at this time). A prominent circa 1913 original crystal and brass chandelier hangs in the master bedroom, and an original circa 1913 ceiling light fixture illuminates the stairwell and central hall.

Located under the first-floor living room, the northwest corner of the basement is finished with a billiards room constructed in 1913 when the house was built. The billiards room was finished with lathe-and-plaster walls and ceiling, a brick fireplace with a quarry tile hearth, multi-paned basement windows with amber-colored cathedral glass lights, and a plain painted staircase with a closed stringer. The handrail on the staircase is made of ebony-finished walnut, and stair treads and risers are made of hard rock maple. The billiard's room floor is poured concrete and the ceiling is 8 feet high. Four-foot-high wood paneled wainscoting surrounds the room, and a built-in wood storage cupboard is located on the west wall of the room. The floor is covered with porcelain tiles installed in 2014. A painted wood door opens to a central hallway in the basement. The hallway opens south to a storage/mechanical room with a furnace and electrical panel box. Walls are covered with a combination of horizontal wood boards (common to workshops/storage areas), vertical cedar paneling, and built-in storage cupboards and closets. The central hallway opens north to a bathroom, laundry room, and a cold storage fruit cellar located in the northeast corner of the basement. The bathroom was designed and built as an original small "water closet" furnished only with an original single toilet. A flight of interior stairs designed for use by domestic help ascends to the back service door on the east wall of the house. The stairs are covered with linoleum. A partially finished attic under sloped roof eaves is located on the third floor. Designed for use by domestic help, the attic has two finished bedrooms, a bathroom with an original clawfoot bathtub, and is accessed by an interior staircase.

Garage

A single-story, two-car, brick masonry construction garage is located behind the house in the southeast corner of the property. Construction of the garage was completed in 1913, and matches the home in design, materials, and masonry construction. In the 1950s, the garage's original red brick masonry construction was painted white along with the red brick masonry construction of the house. The garage has a shallow-pitched hip roof with unenclosed overhanging eaves, exposed rafters, and a small eyebrow dormer on the north façade roof slope above the garage door. The garage measures 22 feet wide and 20 feet deep. A metal accordion-fold garage door opens from the garage's north façade. An original multi-paned wood-sash casement window punctuates the east face of the garage, and a matching multi-paned wood-sash casement window punctuates the west face of the garage. The interior of the garage is unfinished with exposed brick construction perimeter walls. Although the walls are not finished, the ceiling is finished with narrow tongue-in-groove wood planks. In November 2015, a massive 100-foot-tall pine tree fell on the roof of the garage. Damage reversal is planned for 2016 as per the Federal government's Secretary of the Interior's *Standards for Rehabilitation to Historic*

Properties, upgrading the property's condition to excellent. Although a contributing resource of the property, the garage is *not* nominated to the historic register at this time.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Footprint illustrations of the Plummer-Wheeler House and garage were pictured on Sanborn Fire Insurance Maps published in 1950 and 1910 (*corrected in 1914*).⁴ The corrected 1914 map and the 1950 map both featured a side porch on the home's north face at the first-floor northeast corner. The side porch was removed and the doorway was filled with a glass block window in the 1950s. A 1960 photograph from Spokane County Tax Assessor records featured a view of the home's west façade and north face, and confirmed the northeast porch/entry way removed and replaced with a glass block window. The photograph also shows the home's brick masonry construction painted white at the exterior as it appears today in 2016.

Modifications to the Plummer-Wheeler House include the following:

1940s The house and garage were reroofed with composition shingles. Wide cedar board vertical plank paneling was installed on walls in the basement storage/mechanical room, and scalloped designs made from cedar plank paneling boards were installed as decorative valences over the room's windows. Side-to-side floor-to-ceiling built-in storage cupboards/closets made of cedar were installed on the room's west wall.⁵

1955 The side entrance porch at the home's north face was removed and replaced by a glass block window. The exterior surface of the red brick masonry construction for the house and garage were painted a bright white. The west facade front porch deck was extended south past the covered front porch to the home's southwest corner. All original 9-foot-high ceilings in the reception hall, living room, dining room, library/family room, north hall, and kitchen were replaced by ceilings lowered to 8 feet, and covered with painted drywall. Original ebony-finished oak woodwork located in the first-floor reception hall, living room, dining room, north hall, and library/family room was painted white (exceptions include the kitchen/butler's pantry, east back door service hall and stairs, second floor, and attic rooms—all areas of the house where woodwork was originally painted white as was the custom in the early 1900s). The fireplace in the living room was remodeled with a marble tile surround and hearth, and painted white. The entrance on the north wall in the north hall was replaced with a bathroom. The north hall was remodeled with a wet bar behind louvered doors on the south wall. The kitchen and butler's pantry were remodeled into a larger kitchen/breakfast room area. The

⁴ *Sanborn Fire Insurance Maps*. Spokane Public Library, Spokane, WA.

⁵ The widely cut cedar plank paneling installed in the basement storage/mechanical room of the Plummer-Wheeler House appears to be from the 1940s with widely cut vertical board planks deepened to a rich patina, characteristic of decades-old aging. Wide-cut plank paneling made of cedar or pine boards was fashionable in America in the 1930s and 1940s, and was a popular choice for walls in lake cabins and recreation retreats as well as in "family recreation rooms," a new concept in interior design at the time. In the 1960s and 1970s, wide-cut cedar and pine plank paneling was replaced with narrow-cut vertical and horizontal boards, a change made popular by then new, streamlined, mid-century modern styles.

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

original billiards room in the basement was remodeled with acoustical floor tiles, a lowered ceiling with acoustical ceiling tiles, and canned lighting (*Spokesman Review*, 1955). A metal overhead garage door was installed, replacing a pair of original wood carriage house doors.

Circa 1960s Built-in storage cupboards and cedar wood-paneled wainscoting were installed in the basement billiards room. The first-floor library/family room was remodeled with medium brown-colored wood wall paneling and wood radiator covers.

Circa 1970s Made of wood or aluminum, a combination of glazed and/or screened/glazed storm windows were installed over the majority of the home's existing windows (exceptions include the sidelight window by the front door, fixed picture window on the east wall in kitchen, fixed picture window adjacent next to the back door in the kitchen, casement windows on either side of the master bedroom fireplace, and a casement window in the master bathroom).

1973 The house and garage were reroofed with composition shingles (Spokane building permit B-5005).

1978 A 6-foot-high wood board fence was installed in the backyard (Spokane building permit B-23012). A metal overhead garage door replaced a circa 1960s metal overhead garage door.

2014 The exterior of the garage and house were repaired, reroofed, and repainted. The interior first-floor bathroom was remodeled with a ceramic tile floor, replaced fixtures, and repainted wall, ceiling, and woodwork. The basement billiard room was repaired and remodeled. Acoustical ceiling tiles and canned lights were replaced with a painted drywall ceiling and compatible contemporary ceiling light fixtures. The floor was covered with porcelain tiles, and damage from water leakage was repaired on the west wall.

2015-16 Due to damage caused by a massive tree that fell on the garage during the November 2015 windstorm, the garage roof, dormer, overhanging eaves, brick masonry construction, and interior tongue-in-groove paneled ceiling were repaired. The garage was reroofed and repainted.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1912-1951</i>
<i>Built Date</i>	<i>1912-13</i>
<i>Architect</i>	<i>Earl W. Morrison</i>
<i>Builder</i>	<i>Amil T. Johnson</i>

Summary Statement

Construction of the Plummer-Wheeler House began in 1912 and was completed in 1913. Historically and architecturally significant under Categories B and C, the property is eligible for listing on the Spokane Register of Historic Places. The Plummer-Wheeler House is an excellent rendition of the American Foursquare house form. Described in a 1912 *Spokesman-Review* newspaper article, the home was built for \$20,000—eclipsing by nearly four times the minimum building cost required by neighborhood covenants.⁶ The Plummer-Wheeler House is further architecturally significant under Category C as a fine, well-built product of two of Spokane's most prominent Spokane construction professionals, architect Earl W. Morrison and building contractor Amil T. Johnson. During its period of significance from 1912 to 1951, the Plummer-Wheeler House achieved historical significance under Category B for its associations with Spokane attorney William H. Plummer and Spokane surgeon Dr. Herbert E. Wheeler, the home's two earliest and most significant residents. In 1912, W.H. Plummer purchased the property, commissioned construction of the home, and lived in it during 1913. A noted Spokane legal leader when he commissioned the Plummer-Wheeler House built, Plummer held a "position of precedence among members of the bar of Spokane," was "prominent in political circles in the state and...as a member of the Washington State senate,"⁷ and "appeared in many of the Inland Empire's large and sensational cases."⁸ Dr. H.E. Wheeler was a "well-known physician, surgeon, and resident of Spokane for 45 years" where he served at different times as the "Spokane Police [Department] surgeon" and the "chief surgeon for the Northern Pacific Railway Company."⁹ Dr. Wheeler's career reached its zenith during his residency in the Plummer-Wheeler House from 1922 to 1951.

HISTORICAL CONTEXT

Rockwood National Register Historic District

From 1900 to about 1920, Spokane experienced a building boom that spread throughout the city and extended up and over a massive basalt bluff which runs east and west along Seventh and Eighth Avenues at the base of Spokane's South Hill. Neighborhoods were planned, platted, and eventually developed on the plateau that overlooks the city atop the basalt bluff. One of these residential areas was the Rockwood National Register Historic District, the only neighborhood in Spokane designed by the nationally acclaimed Olmsted

⁶ *Spokesman-Review*, 1912.

⁷ Durham, N. W. 1912.

⁸ *Spokesman-Review*, 1926.

⁹ *Spokane Daily Chronicle*, 1955.

Brothers Landscape Architects, the same firm that designed Boston's park system, the grounds at the Chicago 1893 World Exposition, and New York City's Central Park.

Beginning in the early 1900s, developers Jay P. Graves and Fred B. Grinnell began developing the Olmsted-designed Rockwood neighborhood. In 1903, they formed the Spokane-Washington Improvement Company.

For an investment of \$250,000, they purchased almost 800 acres on the top of Cook's Hill, mostly undeveloped South Hill land that Francis Cook lost in the Panic of 1893 along with his streetcar line. Promising to add improvements and take full advantage of its scenic possibilities, Graves developed it as Manito Park Addition.¹⁰

In April 1907, the Spokane-Washington Improvement Company...announced the purchase of various land holdings east of the Improvement Company's successful Manito Park Addition, to be developed "with features not be found elsewhere in the city." Included in the purchase were 50 lots of already platted land...60 undeveloped acres...and 80 acres of unplatted land to the south, between 21st and 29th Avenues. Graves, who "never built anything cheaply," amassed every resource to ensure success. He hired the world-renowned landscape architecture firm, the Olmsted Brothers of Brookline, Massachusetts, to design his subdivision. His principal associate was Aubrey L. White, about to become the president of the newly-created Spokane Park Board. Fred B. Grinnell, a successful and aggressive real estate promoter, was chosen as the Improvement Company's sales agent. By the end of 1909, Rockwood homesites were being actively marketed.¹¹

The new residential community was simply known as "Rockwood." It was planned and developed east of Grand Boulevard on the South Hill across a broad and sometimes steep slope characterized by irregular topography, rocky basalt outcroppings, and a thick pine forest. Following the irregular topography and curvature of the hillside with view lots and curvilinear streets, the new Rockwood neighborhood was touted as a "strictly high-class residence district" on Spokane's South Hill.¹² A November 21, 1909 article in the *Spokesman-Review* reported the following headlines and description of the subdivision:

*ROCKWOOD, HOME OF FINE RESIDENCES
Spokane's "Exclusive" Section Is Rapidly Being Improved
Landscape Work a Feature*

The Rockwood Addition includes 160 acres of ground [located] east of Manito Park, overlooking the city. The Spokane-Washington Improvement Company, the owner for

¹⁰ Reynolds, Sally.

¹¹ Ibid.

¹² *Spokesman-Review*, 21 Nov 1909.

which the Fred B. Grinnell [Real Estate Development] Company is the sole agent, is spending more than \$200,000 in improving the property. The Olmsted Brothers, landscape artists of national fame, have laid out the streets, designed the [greenbelts and] parking [strips], and supervised the plotting of the ground... When the property was platted an ordinance was obtained, prohibiting the construction of apartment houses or stores... At present a 30-minute schedule is being maintained on the Rockwood [cable car] carline, which follows the main boulevard through the new addition. The addition is unusually large and the scenery natural.¹³

Promotional advertisements in pamphlets, fliers and local newspapers described the Rockwood neighborhood as “distinctly different” where “each and every street, boulevard, and drive will be planted with the kind of tree which the Olmsted Brothers [Landscape Architects] have decided most appropriate... Perfection can be secured in no other way than by using...extreme care, even in the most minute details,” which are “being used in Rockwood.”¹⁴ Another advertisement provided the following summary:

It is these improvements, combined with the rigid [subdivision covenant] restrictions, [neighborhood] location, [cable] car service, view, and natural beauty that make Rockwood the only exclusive home section of the city where a man who builds a fine home may have every advantage and all possible protection from every objectionable feature that surrounds the ordinary residential district.¹⁵

Advertisements announcing contracts for paving, tree planting, and water and sewer lines alternated with news of the latest purchases and upcoming homes in real estate sections of Spokane newspapers. A November 28, 1905 promotional advertisement in the *Spokesman-Review* proclaimed the Rockwood neighborhood to be a “strictly high-class residence district...the only exclusive home section of the city where a man who builds a fine home may have every advantage and all possible protection from every objectionable feature that surrounds the ordinary residential district.” Another article printed on January 30, 1910 reported that “Rockwood...promises to be one of the most beautiful additions to the city.”¹⁶ Six months later on June 12, 1910, a third article reported further on-going residential development in the Rockwood neighborhood:

*SPEND \$200,000 FOR FINE HOMES
One Block in Rockwood Addition in Line for Extensive Improvements This Year
Will Beautify Grounds*

That Rockwood, the new high-class residence section put on the local market last year, is destined to be built up with costly homes as was originally planned when the F. B. Grinnell company put the property on the market,

¹³ *Spokesman-Review*, 21 Nov 1909.

¹⁴ *Spokesman-Review*, 17 April 1910.

¹⁵ *Spokesman-Review*, 28 Nov 1905.

¹⁶ “Parking System Which Will Make Rockwood Most Beautiful Part of City.” *Spokesman-Review*, 30 Jan 1910.

*seems to be assured in the extensive plans already under way for building this year, and in the houses already being built in the addition..*¹⁷

Streetcar lines, street lamps, sidewalks, and eventually a school were built in the area. Neighborhood amenities were plentiful and the curvilinear tree-lined streets and hillside lots were being noticed by potential buyers. By mid-1910, six-month sales had reportedly totaled \$160,000 for building sites ranging in price from \$1,250 to as high as \$8,000 for large double lots. Sixteen homes were completed in 1911 in the Rockwood neighborhood, more than twice the figure for 1910. In 1912, over 20 more homes were finished, and by the late 1930s, the majority of houses in the neighborhood were erected. Domestic architectural styles ranged from large American Foursquare, Neoclassical, Tudor Revival, Colonial Revival, and Mediterranean-inspired designs to smaller Tudor-style cottages, Craftsman bungalows, and vernacular dwellings. Houses were built from designs prepared by architects, builders, and from plans distributed in plan books. The homes were constructed by independent contractors who were hired by developers, architects, and property owners.

Restrictive covenants and subdivision regulations were written by the developer, the Spokane-Washington Improvement Company, to control land use and protect neighborhood development. The restrictive neighborhood covenants were conveyed to property owners through property warranty deeds each time a house was sold to a new owner. Rockwood neighborhood properties specified the following requirements:

*“The foregoing covenants are hereby declared to run with the land and bind not only the purchaser but also the subsequent owners thereof.”*¹⁸

- 1) *On all lots fronting Rockwood Boulevard, cost for dwellings shall be not less than \$6,000,*
- 2) *Said dwelling shall be of “modern” style of architecture,*
- 3) *No outhouse or barn shall be erected and used as a dwelling before the construction of the main dwelling home,*
- 4) *No building erected on said lot shall be used for business purposes of any kind,*
- 5) *No outbuilding shall be erected less than five feet from the side lines of lots,*
- 6) *Any stable or garage which shall be built on any of this property must conform to the style of architecture of the dwelling on the same lot on which it is located,*
- 7) *No building shall be erected less than 35 feet from the front line of the lot on street which building shall face,*
- 8) *No apartment house, tenement house, flat building, lodging house, or hotel shall ever be erected on this lot, nor shall any building constructed thereon ever be conducted or used for any of such purposes.*¹⁹

¹⁷ “Spend \$200,000 for Fine Homes.” *Spokesman-Review*, 12 June 1910, part 4, p. 1.

¹⁸ Spokane County Warranty Deed #378139, filed/recorded Dec. 3, 1912. Spokane County Courthouse, Spokane, WA.

¹⁹ Ibid.

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

Neighborhood covenants and land use regulations implemented in the Rockwood neighborhood allowed for protected architectural development and have resulted in decades of continual strong real estate values. Historically and architecturally significant as one of Spokane's most architecturally prominent residential subdivisions, "Rockwood" was listed in 1997 on the National Register of Historic Places as the Rockwood National Register Historic District.²⁰

Plummer-Wheeler House Homeowners

In 1912, the Spokane-Washington Improvement Company sold the large, wedge-shaped building site on Lot 15, Block 10 in the center of the Second Addition of Manito Park to Spokane attorney, William H. Plummer. Plummer commissioned a home built on the site, landscaped the grounds, and sold the property after a year for \$30,000 to Roy Bungay (Bungay Fuel Company). Grain dealer Justis Smith purchased the property in 1914. In 1922, Spokane surgeon H. E. Wheeler, and his wife, Beulah Wheeler, bought the house. After 29 years of residency, they sold it to Spokane contractor Arthur Sather, and his wife, Donna Jean Sather, in 1951. The Sathers owned Sather & Sons Company building contractors, specializing in "contracting, paving, and heavy construction" services. In 1960, the Sathers sold the property to Ann & John Schafhausen, a Spokane investment broker. Dr. Charles E. Brondos and his wife, Virginia A. Brondos, purchased the property September 16, 1974, and remain the current owners.

HISTORICAL SIGNIFICANCE

The Plummer-Wheeler House is eligible for listing on the Spokane Register of Historic Places under Category B for its associative value with significant persons. The Spokane Register recognizes the "associative value" of "properties significant for their association or linkage to...persons important in the past."²¹ William W. Plummer and Dr. Herbert E. Wheeler were two noted Spokane leaders and two of the earliest and most significant residents to live at different times in the Plummer-Wheeler House.

William W. Plummer (1870-1926)

On October 13, 1912, the *Spokesman-Review* newspaper in Spokane announced W. H. Plummer's construction plans for a home located in the Rockwood neighborhood:

ATTORNEY PLANS ROCKWOOD HOME

W. H. Plummer Will Build a Fine \$20,000 Residence in Scenic Location

One of the most favorably located building sites from a scenic point of view in the Rockwood residential district was sold last week to W. H. Plummer, local attorney. The consideration was \$5,350. [The property] is situated at the intersection of Rockwood Boulevard and Overbluff Road, being a wedge-shaped lot with a total frontage of 234 feet on both streets. The lot is 100 feet deep. There is a parking strip, 15 feet wide, on each street. [The property} is surrounded by some of the finest residences in the city, including those of W. W. McCreery, O. M. Lilliequist, Karl Berggren, Dr. Frank Rose, A.

²⁰ Reynolds, Sally.

²¹ National Register Bulletin #15.

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE

W. Witherspoon, R.W. Grinnell, Williard Crippen, and others of equally artistic architecture. The home will be in keeping with the high standard of the district and will be an addition to the city's fine homes that will embrace all the best and most approved features in residence construction.

Although W.H. Plummer and his wife, Verna Plummer, owned the property for only one year, the Plummer-Wheeler House is historically significant for its association with William H. Plummer, who was the property's first owner and was responsible for developing and commissioning construction of the Plummer-Wheeler House.

William W. Plummer was born in Massachusetts in 1870, graduated from Cornell University, came to Colfax, Washington, and three years later to Spokane in 1892. Plummer began his law practice in Suite 1201-02 in the Old National Bank Building located on W. Riverside Avenue in Spokane's downtown commercial business core. By 1913, he and his law partner, J. Lavin, advertised their practice as Plummer & Lavin, Attorneys at Law. Plummer was "for years a leading member of the Spokane County bar" and was active in city and state politics.²² At different times throughout his career, Plummer served as Corporation Council for the City of Spokane, was elected to serve for four years in the Washington State legislature under the political Silver Party ticket, and was president *pro tem* of the Washington State Senate. Plummer presided over joint sessions of the Washington House and Senate, and was chairman of the Senate Judiciary Committee during his time with the state legislature. In his 1926 obituary, William Plummer was described as a noted Spokane lawyer who "appeared in many of the Inland Empire's large and sensational cases" during his career.²³ He enjoyed fraternal memberships with the Masonic orders, Knights of Pythias, Odd Fellows, and the Spokane Country Club.

Dr. Herbert E. Wheeler (1883-1955)

Dr. Herbert Edward Wheeler was born in Illinois in May 1883. He was a graduate of Morgan Park Military Academy, University of Chicago, Rush Medical College, and completed his medical internship at St. Luke's Hospital in Chicago. He married Beulah M. Smith, and together they raised four daughters. During World War I, Dr. Wheeler was a captain in the Army's Medical Corps, serving at the front lines with the 32nd Ambulance Corps. He came to Spokane in 1910, lived and worked in the region, and died in 1955. Dr. Wheeler's obituary praised him as a "well-known physician, surgeon, and resident of the city for 45 years."²⁴ His multi-faceted career was noteworthy for his role at different times as Chief Surgeon for the Northern Pacific Railroad, Spokane Police Department Surgeon, and for the professional medical help and service he gave to hundreds of patients and families in the Spokane region for more than four decades. The Plummer-Wheeler House is historically significant for its association with Dr. H. E. Wheeler, who resided at the property during his most productive years as a leading Spokane physician and surgeon.

²² *Spokesman-Review*, 1926.

²³ *Ibid.*

²⁴ *Spokane Daily Chronicle*, 1955.

ARCHITECTURAL SIGNIFICANCE

To be eligible for listing on the Spokane Register of Historic Places under Category C, a property must meet *at least one* of the following requirements: 1) embody distinctive characteristics of a type, period, or method of construction, or 2) represent the work of a master. Architecturally significant, the Plummer-Wheeler House meets both of the aforementioned requirements as a fine example and embodiment of the American Foursquare house type, and as the product of two master craftsmen, architect E.W. Morrison and building contractor A.T. Johnson.²⁵

American Foursquare House Form

The term “American Foursquare” refers to a specific *type of house form* rather than a design style. *The Dictionary of Architecture & Construction* defines the American Foursquare home in two ways: 1) a “one- or two-story house having a square floor plan consisting of four rooms (one in each corner), a hipped roof, and an off-center entry door,” and 2) a “Prairie Box having a low-pitched hipped roof and a symmetrical façade.”²⁶ Architectural historians, Robert Schweitzer and Michael W. R. Davis (*America’s Favorite Homes*), explain American Foursquare homes were called by a variety of names, including Edwardian, American Foursquare, Square, American Basic, Prairie, Prairie Box, and Box House. The house form was popular in America from about 1900 to 1920, and was considered by many to “be one of the best arranged and most practical plans...a square type of construction which permits the utilizing of every available inch of space.”²⁷ They further state “the Box House offered a plan for families desiring a four-bedroom home rather than the smaller two- or three-bedroom bungalow...and took the place of the four-bedroom Georgian-style colonial” house.²⁸

Architectural historians Lee & Virginia McAlester (*A Field Guide to American Houses*) define features of the American Foursquare house form to include a rectangular or square box-like form with one, two, or three stories; a hipped roof; dormers (hip, shed, or gable); widely overhanging eaves; eaves, cornices, and façade details which work together to emphasize horizontal lines; covered front porches at the first floor; conspicuous front entrances (center or off-center); usually 1/1 casement or double-hung, wood-sash windows; and sometimes massive square porch supports.²⁹

American Foursquare Features at the Plummer-Wheeler House

With construction begun in 1912 and completed in 1913 during the defined time period for the foursquare house type (1900-1920), the Plummer-Wheeler House is a well-preserved, excellent example of the American Foursquare house form and reflects many of the above-mentioned identifying features. Specifically expressed at the Plummer-Wheeler House, these features include a nearly square box-like form with two-and-one-

²⁵ National Register Bulletin #15, pp. 17-19.

²⁶ Harris, Cyril M.

²⁷ Schweitzer, Robert and Michael W. R. Davis.

²⁸ Ibid, p. 161.

²⁹ McAlester, Virginia & Lee.

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

half stories; a hipped roof; hipped roof dormers; horizontal emphasis achieved by a low-pitched roof with wide eaves; a covered front porch at the first floor; massive square, columned porch supports; and four rooms on the first floor and four rooms on the second floor with one room in each of the home's four corners.

***Earl W. Morrison (1889-1955)*³⁰**

Architect

The Plummer-Wheeler House represents the work of Spokane master architect Earl W. Morrison. Morrison was first listed in Spokane city directories in 1906 as an electrician. In 1907 he worked as a “helper” for prominent building contractor, F. E. Peterson, and in 1909 as an independent “designer.” In 1911, he listed himself as an architect, with an office in the Paulsen Building in downtown Spokane, an office he shared with Amil T. Johnson, a successful professional carpenter and builder who built the Plummer-Wheeler House. Together Morrison and Johnson erected many homes in the city, especially in the architecturally prominent Rockwood National Register Historic District. Seven Rockwood neighborhood examples they designed and built include:

- | | |
|----------------------------------|---------------|
| • 547 E. Rockwood Blvd. | Built in 1911 |
| • 416 E. Rockwood Blvd. | Built in 1911 |
| • 415 E. 12 th Avenue | Built in 1912 |
| • 540 E. Rockwood Blvd. | Built in 1912 |
| • 2007 S. Rockwood Blvd. | Built in 1913 |
| • 505 E. Rockwood Blvd. | Built in 1913 |
| • 2020 S. Rockwood Blvd. | Built in 1913 |

In addition to the above-referenced homes, other documented buildings designed by architect Earl Morrison include the following:

- | | |
|----------------------------------|---------------|
| • 624 W. 15 th Avenue | Built in 1909 |
| • 1628 W. 9 th Avenue | Built in 1909 |
| • 522 W. Cotta Avenue | Built in 1910 |
| • 1214 S. Cook Street | Built in 1910 |
| • 1128 W. 8 th Avenue | Built in 1910 |
| • 505 W. Kiernan Avenue | Built in 1910 |
| • 1125 W. Bernard Street | Built in 1910 |
| • 814 S. Lincoln Street | Built in 1910 |
| • 903 S. Adams Street | Built in 1910 |
| • 1226 S. Cedar | Built in 1910 |
| • 458 W. 15 th Avenue | Built in 1910 |
| • 220 E. Manito Place | Built in 1912 |
| • 210 E. Sumner Avenue | Built in 1912 |
| • 702 S. Bernard Street | Built in 1912 |

³⁰ Michelson, Alan. *Pacific Coast Architectural Database*.

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

- | | |
|----------------------------------|---------------|
| • 904 W. 7 th Avenue | Built in 1913 |
| • 424 W. 17 th Avenue | Built in 1913 |
| • 1704 W. 8 th Avenue | Built in 1913 |
| • 626 W. 21 st Avenue | Built in 1914 |
| • 749 E. 23 rd Avenue | Built in 1916 |
| • 2411 S. Tekoa Street | Built in 1920 |

In partnership with fellow architect, V. S. Stimson, Earl Morrison was also responsible for the design of the McDonald-Hopkins House at 1305 E. Overbluff Road (built in 1918), and a home located at 8909 N. Mt. View Lane in Spokane (built in circa 1914).

Earl W. Morrison was born in Iowa in December 1889, relocated to Spokane, Washington with his parents, and was educated in Spokane public schools. After high school graduation, Morrison studied architecture at the Art Institute of Chicago. In 1912, Spokane historian and *Spokesman-Review* newspaper reporter, N. W. Durham, said Earl Morrison “displayed remarkable talent in his profession,” and explained that “while a boy in the public schools of Spokane, [he] designed some of the most attractive residences in this city.”³¹ A century later in 2012, Spokane architect Glenn Davis discovered Earl Morrison’s work while renovating a 1912 Morrison-built home on Rockwood Boulevard, located a block south of the Plummer-Wheeler House. Impressed with Morrison’s “sophistication of design,” Davis was “surprised to discover the architect designed the home at the age of 23.” The house was “among many large, impressive South Hill homes that Spokane’s ‘boy architect’ had designed as a high school and college student,” including the Plummer-Wheeler House.³²

Morrison practiced in Spokane for 15 years from 1909 to 1924, at which time he moved to Seattle.³³ During his stay in Spokane, he designed (alone and in partnership) at least 29 homes, one auto body shop, one luxury apartment building, and founded the City Investment Company, a real estate development corporation in Spokane. Completed as large residences for mostly wealthy clients, the homes designed by Earl Morrison rivaled the artistic and stylistic designs rendered by other prominent Spokane architects who were Morrison’s contemporaries at the time such as Kirtland Cutter, John K. Dow, George Keith, Harold Whitehouse, Alfred Jones, Joseph T. Levesque, W. W. Hyslop, and Albert Held. Alluding to his artistic development as a noted architect, an October 4, 1919 *Spokesman-Review* article reported that at that time Morrison had “just returned from California, where he studied the latest ideas in residential architecture.” As described in the article, designs created by Morrison were different and new, “heretofore not seen in Spokane.” As demonstrated by the Plummer-Wheeler House, homes designed by Morrison were mostly built in architecturally prominent neighborhoods on Spokane’s South Hill and remain well-preserved typical representations of the artistic, high-style dwellings for which Morrison became well-known in Spokane.

³¹ Durham, N. W. 1912.

³² Vestal, Shawn. *Spokesman-Review*, 2012.

³³ Spokane City Directories.

Architect Morrison left Spokane about 1924, moved to the Yakima-Wenatchee region for a few years, and eventually made his way to Seattle where he remained until his death in 1955. The 1928 professional journal, *Pacific Builder & Engineer*, endured Morrison the following praise:

Morrison is perhaps one of the best-known architects, as least as far as the general public is concerned, in the State of Washington. Scarcely a town in the state cannot show an example of his handiwork. He has done a volume of work that extends from Bellingham in Grays Harbor on the coast and as far east as northern Idaho.

Amil T. Johnson (1874-1950)

Builder

Born in Sweden in 1874, Amil T. Johnson eventually came to Spokane in 1904 when he was 30 years of age. He is first listed in Spokane city directories in 1905, when he described his employment as a “setter” for the Sawmill Phoenix Company in Spokane. He boarded in downtown Spokane in a hotel on W. Riverside and listed himself in the *Spokane Directory*’s classified business section as a “builder/carpenter” doing business at 515 W. 3rd Avenue (now demolished). By 1906, A.T. Johnson was living in a house he built at 1704 E. 11th Avenue. The next year in 1907, Johnson listed his residence at 1708 E. 11th Avenue—in a house he built next door east to 1704 E. 11th Avenue. By 1908, Johnson called himself a “building contractor” in alphabetical sections of the directory, and a “contractor/builder” under “Carpenters” in the directory’s business section. As recorded in various Spokane city directories, Johnson lived as a “contractor in residence,” living in some of the homes he built as he was building them. In 1909, A.T. Johnson lived in and built a house at 2414 E. South Altamont Boulevard. The following year in 1910, Johnson relocated to a house at 1204 S. Cook at the corner of Altamont Boulevard and Cook Street, and lived in it the house while he constructed it. In 1912 and 1913, Johnson built three homes side-by-side on South Ash Street between 8th and 9th Avenues, and lived in at least one of them as he erected the dwellings. During this time, he shared offices with Spokane architect Earl W. Morrison and Morrison’s father, James W. Morrison, owner of a real estate/insurance business in Spokane. James Morrison’s real estate/insurance business was located in Suite 202 in the Paulsen Building on W. Riverside Avenue in downtown Spokane’s central business district. Earl Morrison and Amil Johnson were kept busy designing and building houses for James Morrison, who sold them on the speculative market or as custom-designed and custom-built homes for many of Spokane’s wealthy clients and social elite. In 1914, Amil Johnson moved to Deer Park, and by 1919, Johnson and his family had moved to Alberta, Canada.

A successful and experienced builder, Amil T. Johnson constructed at least 24 documented homes and two apartment buildings in Spokane from 1905 to 1917. He came back to Spokane in 1926 to build the Flanders House at S. 1905 Rockwood Boulevard, and returned to Alberta, Canada. A list of homes he built includes the following:

**Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE**

- | | |
|--|---|
| • 1704 E. 11 th Avenue | Built in 1905 |
| • 1708 E. 11 th Avenue | Built in 1905 |
| • 1718 E. 11 th Avenue | Built in 1906 |
| • 2406 E. South Altamont Blvd. | Built in 1908 |
| • 2414 E. South Altamont Blvd. | Built in 1909 |
| • 1204 S. Cook Street | Built in 1909 |
| • 1628 W. 9 th Avenue | Built in 1909 |
| • 1314 W. 8 th Avenue | Built in 1909 |
| • 903 S. Adams Street | Built in 1910 |
| • 1214 S. Cook Street | Built in 1910 |
| • 814 S. Lincoln Street | Built in 1910 |
| • 1125 S. Bernard Street | Built in 1910 |
| • 313 E. Bridgeport Avenue | Built in 1911 |
| • 416 E. Rockwood Boulevard | Built in 1911 |
| • 27302 N. Spotted Road, Deer Park
and his family | Built in 1912 by A.T. Johnson for himself |
| • 415 E. 12 th Avenue | Built in 1912 |
| • 704 S. Ash Street | Built in 1912 |
| • 708 S. Ash Street | Built in 1912 |
| • 714 S. Ash Street | Built in 1912 |
| • 702 S. Bernard Street | Built in 1912 |
| • 2007 S. Rockwood Boulevard | Built in 1913 |
| • 505 E. Rockwood Boulevard | Built in 1913 |
| • 1220 W. 6 th Avenue | Built in 1915 |
| • 2515 S. Garfield Road | Built in 1915 |
| • 1905 S. Rockwood Boulevard | Built in 1926 |

During the early 1900s in Spokane, it was not uncommon for architects and builders to be identified by certain architectural features. For example, Spokane architect W. W. Hyslop developed a specific bracket/brace design, which he used on many homes. Spokane builder John Anderson used individually or in combination terra orange, red, and/or brown glazed ceramic tiles to cover roofs on many homes he built in Spokane. It is not surprising that Spokane builder Amil T. Johnson became known for his signature design: hardwood floors articulated with a dark-brown-stained inlaid mahogany or walnut perimeter floor strip. Many inlaid strips he laid formed Greek Key designs in perimeter corners as featured in the living room, dining room, north hall, library/family room, and master bedroom of the Plummer-Wheeler House.

Tangible evidence of Johnson's professional craftsmanship is demonstrated throughout the various homes he constructed in Spokane, especially on the South Hill and in the Rockwood National Register Historic District. Amil T. Johnson was as excellent and prolific a builder in Spokane as Earl W. Morrison was a Spokane architect. Together

they left a legacy of beautiful Spokane homes they designed and erected together from about 1907 through 1915.

BIBLIOGRAPHY

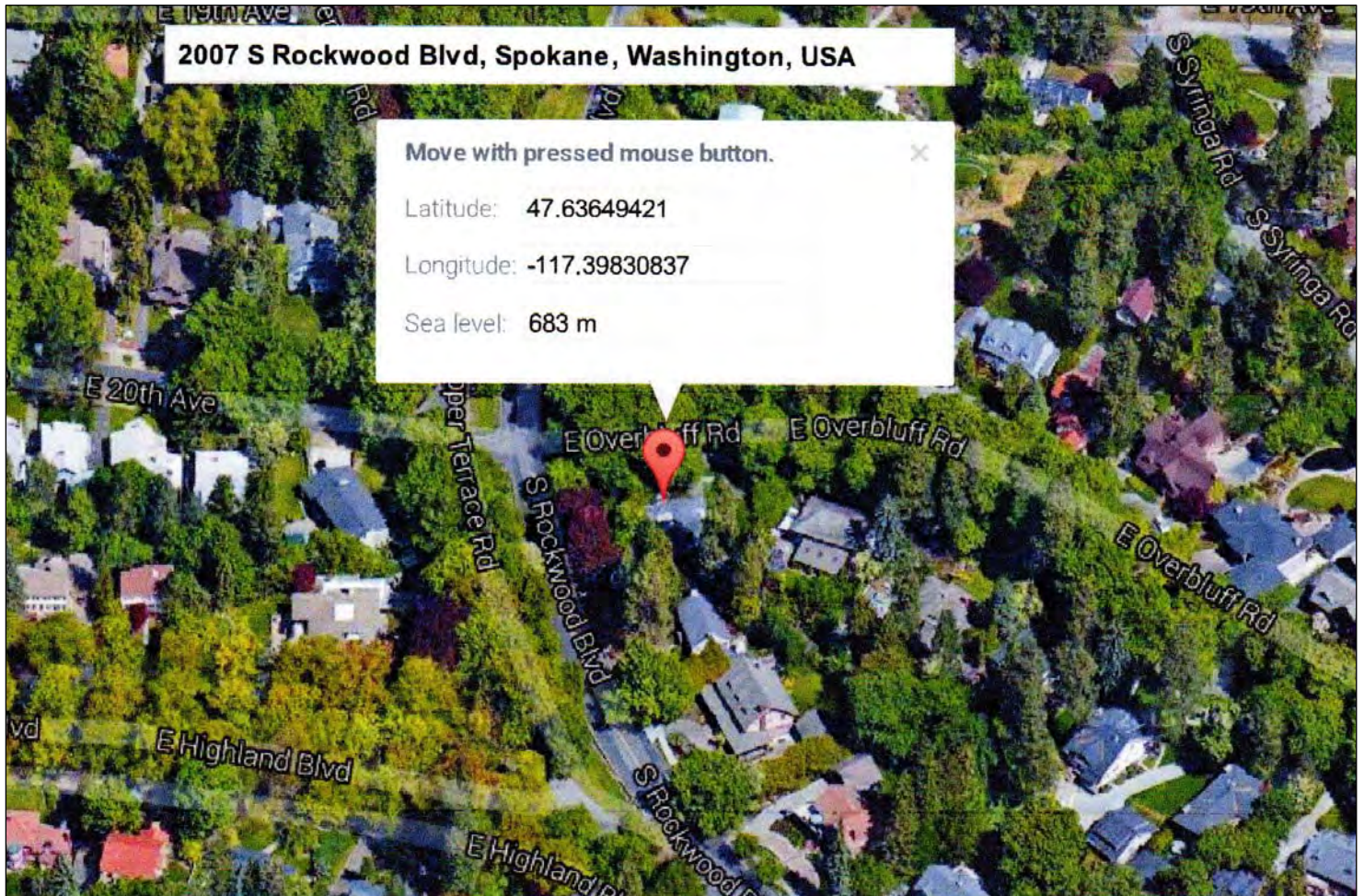
Books, Maps, Public Records

- Durham, N. W. *History of the City of Spokane and Spokane Country, Vol. 2*. Spokane: Clarke Publishing Company, 1912.
- Harris, Cyril M. *The Dictionary of Architecture & Construction*, Third Edition. New York: McGraw-Hill Publishers, 2000.
- McAlester, Virginia and Lee. *A Field Guide to American Houses*. New York: Knopf Publishers, 1989.
- Michelson, Alan. *Pacific Coast Architecture Data Base (PCAD)*. 2005-2015.
- Phillips, Steven J. *Old House Dictionary*. Washington DC: Preservation Press, 1994.
- Polk, R.L. *Spokane City Directories, 1885 to 2016*.
- Reynolds, Sally. *Rockwood National Register Historic District, 1997*. Spokane City/County Office of Historic Preservation, Spokane, WA.
- Sanborn Fire Insurance Maps*. 1910, 1920, 1953.
- Schweitzer, Robert and Michael W. R. Davis. *America's Favorite Homes*. Detroit: Wayne State University Press, 1990.
- Spokane City building permits. Spokane City Hall, Spokane, WA.
- Spokane County public records. Spokane County Courthouse, Spokane, WA.
- U.S. Department of the Interior, National Park Service. *National Register Bulletin #15*. Wash DC: NPS, 1995.
- Yeomans, Linda. *Historic Resource Inventory for the Rockwood Historic District*. Spokane City/County Office of Historic Preservation, Spokane, WA, 1997.

Newspaper Articles

- "Admirer Unearths Memory of Young Architectural Genius." *Spokesman-Review*, 6 July 2012
- "Another of the 'Different' Features in Rockwood." *Spokesman-Review*, 17 April 1910
- "Architect's Work Seen All over the State." *Spokesman-Review*, 7 July 2012
- "Attorney Plans Rockwood Home." *Spokesman-Review*, 13 Oct 1912
- "Distinctly Different Are All the Features That Make Rockwood." *Spokesman-Review*, 28 Nov 1905
- "Doctor's Widow Taken By Death." *Spokesman-Review*, 21 July 1957
- "Dr. H. E. Wheeler Taken By Death." *Spokane Daily Chronicle*, 23 June 1955
- "Lawyer In Noted Cases Here Dies." *Spokesman-Review*, 23 Dec 1926, page 1
- "Rockwood, Homes of Fine Residences." *Spokesman-Review*, 21 Nov 1909
- Vestal, Shawn. "Admirer Unearths Memory of Young Architectural Genius." *Spokesman-Review*, 6 July 2012

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



***2007 S. Rockwood Boulevard
Spokane, WA***

Source: Google Maps 2016



Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE

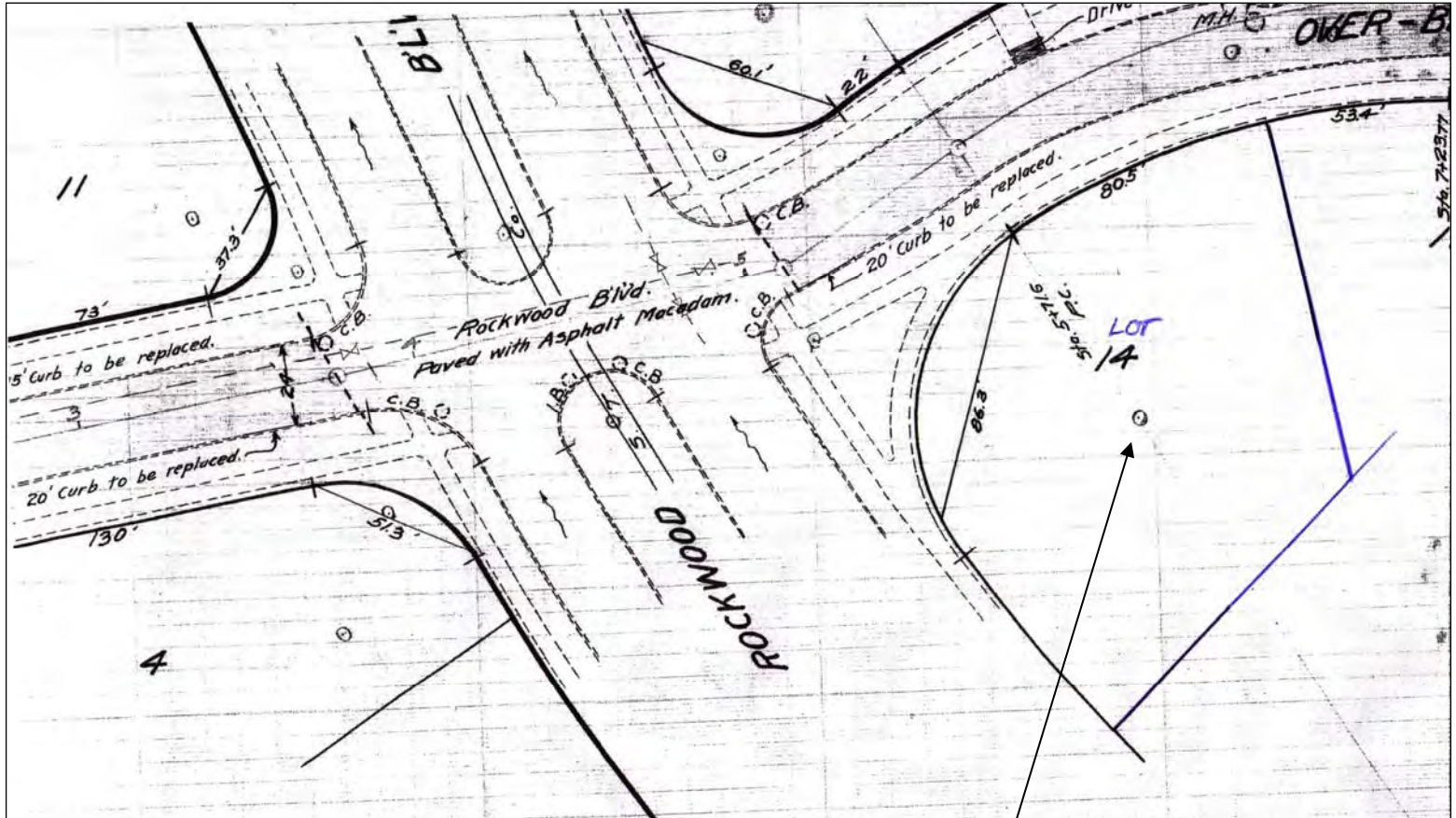


*2007 S. Rockwood Boulevard
Spokane, WA*

Source: Spokane County Plat Maps 2016



Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



**2007 S. Rockwood Boulevard
Spokane, WA**

Source: Spokane County



Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



*1960
Spokane County Tax Assessor photo*

*2007 S. Rockwood Boulevard
Spokane, WA*

Source: Spokane County

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE

FORM 412 10M 1-76 N32233

DEPARTMENT OF PUBLIC WORKS
BUILDING DIVISION

Permit No. 4170

Number S 2007 Street Rockwood 11-8 19 12

Owner W H Plummer Address 303 Bridgeport

Builder A S Johnson Address

Architect E W Morrison Address

Class of Building H Class of Work New Purpose Res Value \$ 17,000.

Permit Expires 2-8 19 12 Extended to 19

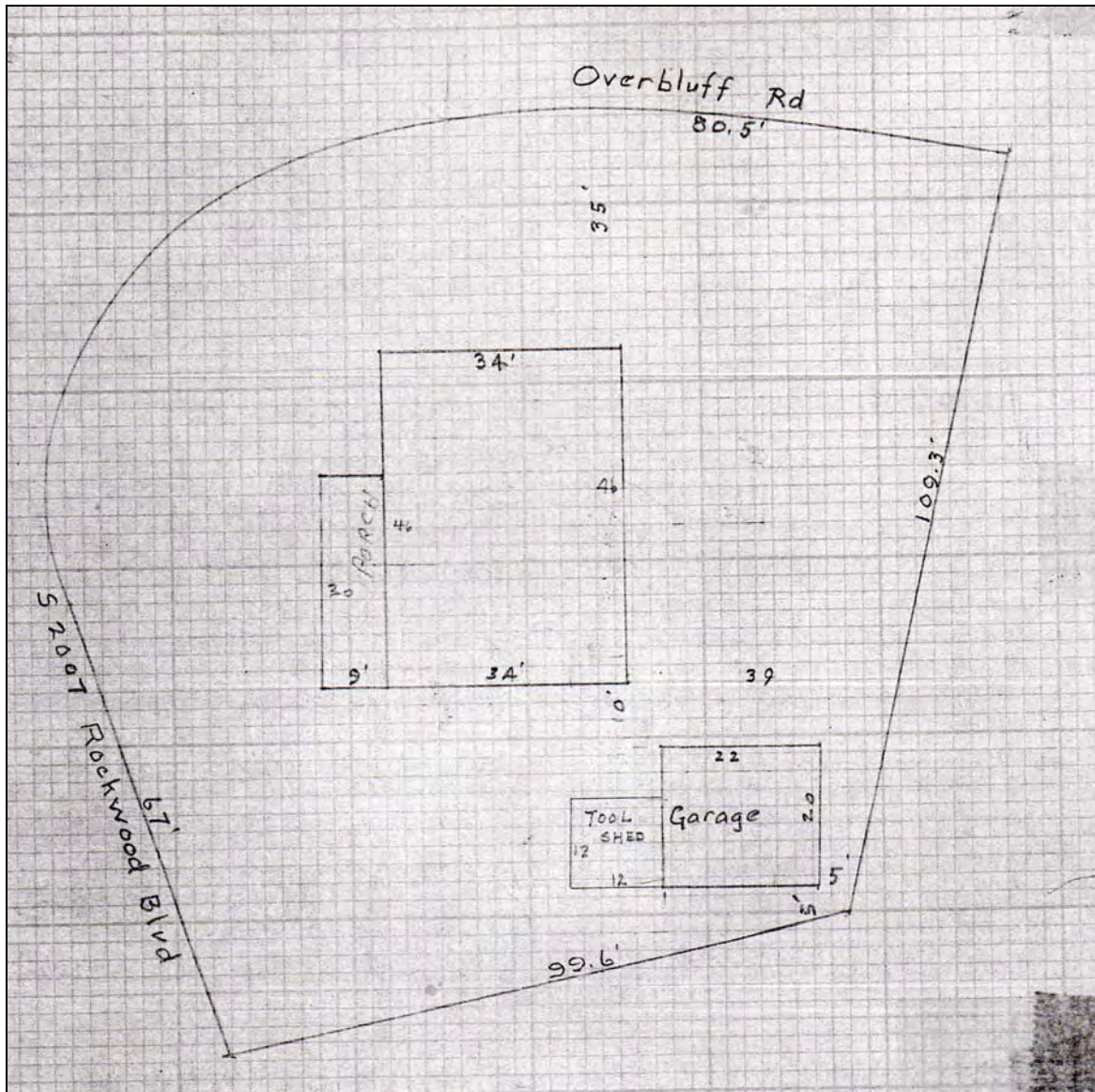
Inspected by (Initials and Date) H W G 11-22-12 OK

Final Inspection H W G 4-30 19 13 Rating

*2007 S. Rockwood Boulevard
Spokane, WA*

Source: Spokane City Building Permits

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



**2007 S. Rockwood Boulevard
Spokane, WA**

Source: Spokane County Tax Assessor Records, circa 1950s



ATTORNEY PLANS ROCKWOOD HOME

W. H. Plummer Will Build a Fine
\$20,000 Residence on Scenic
✓ Location.

One of the most favorably located building sites from a scenic point of view in the Rockwood residential district was sold last week to W. H. Plummer, local attorney, by the Fred B. Grinnell company. The consideration was \$5350. The property is legally described as lot 14, block 10, Second addition to Manito Park, in Rockwood.

It is situated at the intersection of Rockwood boulevard and Overbluff road, being a wedge-shaped lot with a total frontage of 234 feet on both streets. The lot is 100 feet deep. There is a parking strip, 15 feet wide, on each street, and at the intersection is a triangular park, planted to roses and shrubbery.

It is surrounded by some of the finest residences in the city, including those of W. W. McCreery, O. M. Liljequist, Karl Berggren, Dr. Frank Rose, A. W. Witherspoon, R. W. Grinnell, Willard Crippen and others of equally artistic architecture.

Plummer has already contracted with Amil T. Johnson to build a residence on the site, to cost in the neighborhood of \$20,000. Plans for the residence are being prepared by Earl W. Morrison and the work of construction will begin as soon as these are completed and will be rushed. The home will be in keeping with the high standard of the district and will be an addition to the city's fine homes that will embrace all the best and most approved features in residence construction.

"Attorney Plans Rockwood Home: W. H. Plummer Will Build a Fine \$20,000 Residence on Scenic Location." Spokesman-Review, 13 Oct 1912



Mrs. Herbert Wheeler and daughter in 1940s in living room

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



West façade of house in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



West façade of house in 2015



West façade of house, looking northeast in 2015



Front steps on west façade of house in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Front porch in 2015, looking north



West façade window, first floor, in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



View from front porch, looking northwest in 2015



View from front porch, looking south in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



*North face of house, looking south in 2015
Garage located behind house*



East face of house in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



South face of house in 2015



South face of house in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Backyard south of house, facing east to garage in 2015



Dormer, eave, window detail in 2015

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Garage in before November 2015 wind storm

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Reception hall on first floor in 2016



Formal stairway to second floor



First floor hallway leading to front entry reception hall

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Formal living room, looking northwest



Formal living room, looking northeast



Detail of oak floor with mahogany inlay and Greek Key design in corner



Living room fireplace on north wall

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Formal living room, looking southeast



Formal living room, looking southwest



Formal dining room, looking north

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Formal living room, looking south through hall to library/family room



North hall, looking south into library/family room

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Library/family room



First-floor bathroom, looking north

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Kitchen in 2016

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Kitchen





Stairway detail



Stairway at second floor, looking northwest

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Built in closets and drawers, second floor



Southeast corner bedroom on second floor

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Master bedroom in northwest corner of second floor in 2016





Antique chandelier in master bedroom



Fireplace in master bedroom



En suite master bedroom bathroom

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Southwest corner bedroom on second floor



Stairs at third-floor attic



Third-floor attic bathroom



Third-floor attic bedroom and window detail

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Basement family room

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE

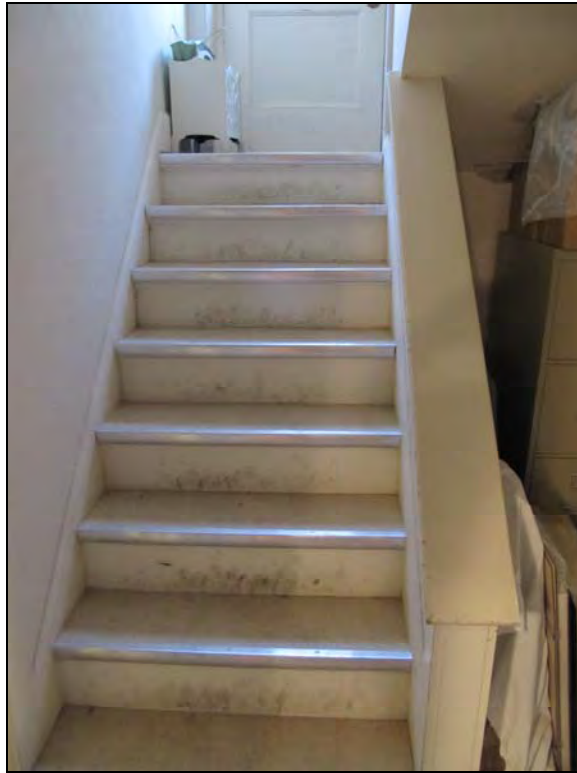


Electric panel box and conduits in basement in 2016



Basement storage room

Spokane City/County Register of Historic Places Nomination
PLUMMER-WHEELER HOUSE



Basement stairs, and small basement toilet room.



Basement fruit cellar



Laundry tub in basement



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/25/2016
Clerk's File #	OPR 2016-0379
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN DUVALL 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0780 - BRADLEY HOUSE - 1703 W 9TH AVE

Agenda Wording

Recommendation to list the Bradley House, 1703 West 9th Avenue, on the Spokane Register of Historic Places.

Summary (Background)

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

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

Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places Bradley House – 1703 W. Ninth Avenue

FINDINGS OF FACT

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

- Completed in 1909, The Bradley House meets the 50-year age criteria established for listing on the Spokane Register of Historic Places.

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

- Under Category C, for its architecture and design as an excellent example of the Mission Revival style.

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

- The Bradley House is remarkably well-preserved and retains excellent integrity in terms of its location, design, workmanship, materials and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated The Bradley House according to the appropriate criteria at a public hearing on 04/20/16 and recommends that The Bradley House be listed on the Spokane Register of Historic Places.

FOR SHLC Meeting:

Built in 1909 on Spokane, Washington's South Hill, the Bradley House is a fine example of the Mission Revival style. Listed in 1994 on the National Register of Historic Places as a contributing resource of the Ninth Avenue National Register Historic District, the property is prominently visible in the center of the district at the top of a hilly knoll on the southwest corner of Ninth Avenue and Ash Street. Mission Revival-style shaped parapets are distinguishing focal points of the home's north and east facades in addition to arched windows in a second-floor sleeping porch, a cobbled clinker brick chimney, a low-pitched hip roof with widely overhanging eaves, and multi-paned windows uniquely articulated with curved, hourglass-shaped divided lights. Remarkably well-preserved, the Bradley House retains a high degree of historic integrity in original location, design, materials, workmanship, and association.

It is further significant for high artistic values expressed in multiple shaped parapets characteristic of the Mission Revival style, for interior woodwork crafted in curly fir finished the deepest ebony hue and hand-rubbed to a rich patina, and for unique multi-paned windows articulated with curved wood muntins and mullions that form hourglass-shaped divided lights. The period of significance for the Bradley House is defined by its 1909 built date. The house was named for Dr. Bradley, a dentist who practiced in Spokane for 58 years and was the property's first and most prominent resident homeowner.

The Bradley House continues to be regarded as a well-preserved tangible expression of one of the most architecturally prominent homes in Spokane and Staff recommends that the Bradley House is eligible for the Spokane Register of Historic Places under Category C.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

(CANNONS ADD L1 B47)

Parcel Number 25244.4401 is governed by a Management Agreement between the City of Spokane and the Owner(s), SMITH, MARCIA M (Bradley House), of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____


Dated: 4/22/16

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **April 2016**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Marcia Smith** (hereinafter "Owner(s)"), the owner of the property located at **1703 W. 9th Ave** commonly known as the **Bradley House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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


Owner

Owner

CITY OF SPOKANE

By: 
Title: Historic Pres. Officer

ATTEST:

City Clerk

Approved as to form:

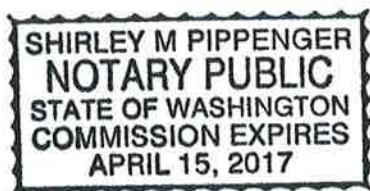
Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 20th day of April, 2015, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
Marcia Marie Smith

_____, to me known to be the
individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that _____ (he/she/they) signed the same as
_____ (his/her/their) free and voluntary act and deed, for the uses and purposes
therein mentioned.

20th IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
day of April, 2015.



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

04/15/2017
My commission expires ✓

STATE OF WASHINGTON)
) ss.
County of Spokane)

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

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

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

Attachment A

This Management Agreement will also include all architectural features on the first floor of the home (excluding the kitchen and powder room). Architectural features include woodwork, first floor fireplace mantel, original lighting fixtures, built-in buffet and hallway bench, hardwood floors and inlays on both the first and second floors, and the staircase and bannister. The original windows throughout the home, the dining room door to the pantry, and the two original doors to the front and back second floor porches, are also specifically called out on this Management Agreement as protected features.

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE

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

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

1. HISTORIC NAME

Historic Name **WILLIAM O. BRADLEY HOUSE**
Common Name

2. LOCATION

Street & Number 1703 W. Ninth Avenue
City, State, Zip Code Spokane, WA 99204
Property Tax Parcel Number 25244.4401

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name Marcia Smith
Street & Number 1703 W. Ninth Avenue
City, State, Zip Code Spokane, WA 99204
Telephone Number/E-mail 624-2671, 844-5496, msmithda@comcast.net

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

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

**Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

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

Check One

☐ unaltered
☒ altered

Check One

☒ original site
☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	Cannon's Addition, Lot 1, Block 47.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	April 20, 2016

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: 3/20/16

Date of Landmarks Commission hearing: 4/20/16

Landmarks Commission decision: approved

Date of City Council/Board of County Commissioners' hearing: May 9, 2016

City Council/Board of County Commissioners' decision: _____

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



Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
3rd Floor - City Hall, Spokane, WA 99201

4/22/16
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Bradley House in 2016



Bradley House in circa 1915

SUMMARY DESCRIPTION OF PROPERTY

Summary Statement

Built in 1909 on Spokane, Washington's South Hill, the Bradley House is a fine example of the Mission Revival style. Listed in 1994 on the National Register of Historic Places as a contributing resource of the Ninth Avenue National Register Historic District, the property is prominently visible in the center of the district at the top of a hilly knoll on the southwest corner of Ninth Avenue and Ash Street. Mission Revival-style shaped parapets are distinguishing focal points of the home's north and east facades in addition to arched windows in a second-floor sleeping porch, a cobbled clinker brick chimney, a low-pitched hip roof with widely overhanging eaves, and multi-paned windows uniquely articulated with curved, hourglass-shaped divided lights. Remarkably well-preserved, the Bradley House retains a high degree of historic integrity in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

The Bradley House is located in southwest Spokane in Cannon's Addition on Block 47, Lot 1 on the southwest corner of W. Ninth Avenue and S. Ash Street. The lot is 50 feet wide, 142 feet deep, and fronts the property's north and east borders with paved public sidewalks at Ninth Avenue and Ash Street. The building site features a northward-facing slope that descends from an alley at the south rear of the property to a paved public street at Ninth Avenue. Streets in the neighborhood were developed with a north-south grid pattern, and are covered with pavement applied over original turn-of-the-century red paving bricks. While most streets are paved, some streets remain unpaved with original exposed paving bricks, including Ash Street at the east façade of the Bradley House. The Bradley House is framed by a manicured lawn, deciduous trees, shrubs, and planting beds. A paved driveway abuts an alley behind the house and leads to a two-car garage located in the rear southwest corner of the property. The Bradley House and garage are surrounded by mostly historic single-family homes in the Ninth Avenue National Register Historic District, an architecturally prominent residential neighborhood developed from the late 1890s to 1945. All of the historic homes were originally designed and as built as single-family residences; however, many large homes were remodeled in the 1960s-1980s to serve as multi-family apartment houses.

House Exterior

The Bradley House is a large, 2.5-story, architecturally prominent single-family home embellished in the Mission Revival tradition. Facing north, the home is sited in the center of the property and has an irregular rectangular footprint that measures 34 feet wide and 43 feet deep.¹ The house has a low-pitched hip roof with widely overhanging eaves and exposed decorative rafter tails. The roof is covered with composition shingles and supports two chimneys (east and west slopes). Two dormers with low-pitched hip roofs, widely overhanging eaves, exposed rafter tails, and fixed-sash multi-paned windows are centered on the north and east roof slopes. The house is clad in narrow-

¹ Spokane County public records.

width horizontal wood clapboard siding at the first floor and stucco on the second floor. The foundation is constructed of basalt rock rubble mix. A wide horizontal stringcourse separates the first floor from the second floor, and a water table separates the basement foundation from the first floor. Fenestration is a combination of original fixed-sash windows, multi-paned double-hung windows, and two tripartite windows with center “picture window” glazing. Except for the picture window fixed-sash centers of the two tripartite windows, the home’s fixed-sash windows and upper halves of double-hung windows are defined by unusual sinuous wood muntins and mullions that form curved, hourglass-shaped divided lights.

The north façade of the Bradley House is dominated by three focal points: two forward-projecting bays with shaped parapets and a wrap-around covered front porch. A bay at the northwest corner of the house projects forward with a sleeping porch on the second floor, which overhangs the first floor at the northwest corner, producing part of the home’s covered front porch. Appearing to rise and project through the roof from the top of the north-facing wall of the second-floor sleeping porch, a shaped parapet characteristic of the Mission Revival style is located on the slope of the low-pitched hip roof above the sleeping porch. The parapet is clad with stucco and capped with metal coping. Designed as wall ornamentation, a decorative metal filigree roundel is located in the center face of the shaped parapet. The enclosed sleeping porch on the second floor is illuminated by a row of Islamic-inspired arched windows that wrap around the east, west, and north sides of the porch. Below the sleeping porch’s windows on the north façade is an ornamental plaster-sculpted *bas relief* depicting a mix of palm fronds intertwined with a mandolin, lyre, and three trumpets. Below the sculpture are the numbers “1703” that describe the property’s official post office address number. To the east of the wing on the second floor is a small multi-paned fixed-sash window, and to the east of the small window is a shallow northward projecting bay in the home’s northeast corner. The bay features a center double-hung window with curved divided lights in the upper sash. A shaped parapet that matches the shaped parapet on the northwest corner bay is located on the north-facing roof slope above the second floor-bay at the northeast corner. Like the northwest bay’s parapet, the parapet over the northeast bay appears to project through the roof from the top of the bay’s planar wall at the second floor. A dormer is located in the center of the home’s hip roof and is covered with a low-pitched hip roof. Designed to match the house, the dormer features widely overhanging eaves with exposed rafter tails, stucco cladding, and a fixed-sash window with curved divided lights. Eave soffits at the dormer and second floor are made of tongue-in-groove wood paneling.

The first-floor front porch is 8 feet deep, extends 34 feet across the full width of the house, and wraps around the home’s northeast corner. The single-story porch is covered by a very low-pitched hip roof with unenclosed widely overhanging eaves. The porch ceiling and eave soffits are clad with original narrow-width, tongue-in-groove wood paneling. Decorative rafter tails are located under the porch’s deeply overhanging eaves. Massive round classic Doric porch columns support the porch roof. The porch deck is constructed of poured concrete. As part of the original front porch design, large wood flower boxes line the perimeter of the porch. When the house was built, the large flower

boxes were built in place of a porch balustrade system. Wood trellises are located at the east and west ends of the front porch. An original wood front door with upper-leaf fixed “picture window” glazing is located just west of center on the north façade. A wood screen door protects the front door and is articulated with curved muntin/mullion designs influenced by the home’s original windows. Located west of the front door is a small fixed-sash window with curved divided-lights. A large tripartite window is located adjacent east of the front door. The tripartite window has a center fixed-sash “picture window” and is flanked by two multi-paned, double-hung windows with curved, hourglass-shaped divided lights in the upper sash. Six concrete steps rise from a concrete walkway in the front yard to the front porch. The foundation under the porch and northwest bay is made of basalt rock, the first floor is clad in narrow-width horizontal wood clapboard siding, and the second floor is covered in stucco. A wide horizontal stringcourse separates the first floor from the second floor.

Highly visible as it faces Ash Street, the east face of the house is considered a secondary façade. It features a continuation of the home’s low-pitched hip roof, widely overhanging eaves, exposed rafter tails, tongue-in-groove soffits, basalt foundation, horizontal narrow-width clapboard siding at the first floor, stucco cladding at the second floor, and a continuation of the single-story covered front porch as it wraps around the northeast corner of the house. A wide horizontal stringcourse separates the first floor from the second floor. A dormer with a low-pitched hip roof, wide eaves, exposed rafter tails, stucco cladding, and a fixed-pane window is located in the center of the east roof slope. A tall chimney rises from grade past the first and second floors and through the roof. The chimney is constructed of basalt stone-cobbled irregular clinker brick at the second floor and basalt stone rubble mix at the first floor. The home’s foundation is made of basalt stone rubble mix. A *bas relief* sculpted American Indian head in profile is set in the chimney bricks near the top of the chimney. An 11-foot-wide, two-story bay with a parapet that appears to pierce the roof projects one foot from the planar wall surface of the house at the south end of the home’s east face. The bay’s roof parapet is shaped and matches the design, size, materials, and Mission Revival style of the home’s two north facade shaped roof parapets. The east facade bay at the first floor features a tripartite window composed of center fixed-sash glazing flanked by two double-hung windows articulated with curved divided lights. Two larger double-hung windows with curved divided lights flank the bay. Second-floor windows include a window pair in the bay and a small casement window and larger double-hung window at the north end of the second floor. All windows are embellished with and repeat the same curved hourglass-shaped divided light design featured at the Bradley House.

Just 7 feet from the property line,² the west side of the house is difficult to see due to its close proximity to an adjacent 2.5 story historic home located a few feet from the property’s west border. The west face of the Bradley House features a continuation of the home’s low-pitched hip roof, widely overhanging eaves, exposed rafter tails, a tongue-in-groove wood-paneled soffit, a basalt rock foundation, first-floor horizontal

² Ibid.

clapboard siding, second-floor stucco wall cladding, a wide horizontal stringcourse that separates the first floor from the second floor, and an asymmetrical array of windows in various sizes at the first and second floors. The second-floor sleeping porch reveals arched fixed-sash windows that continue around the porch at the west face. A side service door is located at the south end of the west face.

The rear face of the house looks south onto a groomed back yard and two-car garage. The home's rear features a continuation of the low-pitched hip roof, widely overhanging eaves with exposed rafter tails, basalt rock foundation, first-floor clapboard siding, second-floor stucco cladding, and multi-paned windows that repeat the curved, hourglass-shaped divided-light design for windows on the house. An enclosed single-story back porch at the southwest corner on the first floor is 12 feet wide, 6 feet deep, and has an original paneled-wood back door with an upper fixed-sash glazed leaf. An original wood screen door protects and covers the back door. Four arched windows that match the arched windows in the north facade sleeping porch illuminate the back porch. An original fixed-sash window with curved divided lights is located west of the back door. A wood window box is anchored to the house under the windows. At the southeast corner on the second floor of the house is a sun porch with an original rolled tin floor. The porch was enclosed with contemporary metal windows in the 1970s.

Garage Exterior and Interior

A two-car garage is located behind the house in the southwest corner of the back yard. Leading west from Ash Street, a public alley parallels the property's south border at the south side of the garage and its paved driveway. Facing Ash Street, the east façade of the garage fronts the paved driveway. The garage is 26 feet wide and 20 feet deep, and is covered by a low-pitched hip roof. The double-car garage is composed of two single-car garages built at different times between 1910 and 1915 as adjoining side-by-side garages.³ When the north-end garage was erected after 1910 but before 1915,⁴ a broad low-pitched hip roof was built from the top of the hip roof on the previously built south-end garage, and extended north to cover the newly built north-end garage—the new hip roof covers both garages. Matching the design and materials of the house, the roof on the garage has widely overhanging eaves and exposed rafter tails. The garage exterior is finished with narrow-width horizontal wood clapboard siding and exterior corner boards. Two garage doors open from the building's east façade. An original pair of carriage house doors is located on the south-end single-car garage. With no windows, the doors are made of narrow wood tongue-in-groove paneling laid diagonally on each door half to meet in the center. The north-end single-car garage features a contemporary aluminum overhead door with an inset panel design. An original wood 5-panel pedestrian door is located on the north side of the garage, which faces the rear of the Bradley House. A row of fixed-wood sash multi-paned windows are located adjacent west of the door. The interior of the south-end garage is used as a storage room/shop, and the north-end garage houses a single vehicle. The south-end garage interior is insulated and roughly finished with unpainted drywall, an upgraded electrical system, auxiliary wall heaters, and a

³ 1910 Sanborn Fire Insurance map.

⁴ A double-car garage is revealed in a circa 1915 photograph of the Bradley House.

raised insulated floor. The interior of the north-end garage is unfinished and exposes the exterior north wall of the south-end garage. Regarded as a historic resource of the property, the garage *is nominated* to the Spokane Register of Historic Places with the Bradley House.

House Interior

Spokane County tax assessor records report 1,404 finished square feet on the first floor; 1,404 finished square feet on the second floor; and 1,382 finished square feet in the basement, for a total of 4,190 square feet of finished space in the Bradley House.⁵ The attic on the third floor remains unfinished.⁶ The Bradley House is a large home with 2.5 stories (first and second floors and attic) with 8 to 9-foot ceilings, a combination of oak and fir floors, glazed ceramic tile and linoleum floors, original lathe-and-plaster construction ceilings and walls, a combination of painted and ebony-finished woodwork, original brass hardware (door handles, hinges, knobs), and a combination of original fixed-sash windows, 1/1 double-hung windows, and 6/1 to 8/1 multi-paned double-hung wood-sash windows. Celebrated as one of the home's most architecturally significant focal points, the windows were designed with multiple panes of glass divided by sinuously curved wood muntin and mullion bars that form decorative hourglass-shaped divided lights. A total of 36 windows with curved divided lights highlight the exterior of the house as well as interior windows, doors, and built-ins.

Other architecturally prominent features of the home include the oak floor and fir woodwork. An oak hardwood floor is located at the first floor in a vestibule coat closet, reception hall, library, living room, dining room, service hall, stairwell and landing, second-floor hall, and three second-floor bedrooms and closets (northwest corner, northeast corner, and southeast corner of the house). Double and triple inlaid walnut strips ring the perimeter of the aforementioned spaces and rooms. Most of the inlaid strips are accentuated at the corners with a Greek key design. Burnished to a deep ebony patina, the home's interior woodwork is made of superior-grade vertical grain and curly fir. The woodwork was cut wide, straight, square, and unadorned in a plain design attributed to the Craftsman style. Reflecting its prominent use in historic Spanish missions built along the Pacific Coast in California, the woodwork was sometimes referred to as "Mission Style." Woodwork around windows and doors feature a mortise-and-tenon design at corners where vertical members appear to pass through horizontal members. An attached pyramid-shaped dowel cap highlights woodwork corner blocks at window and door surrounds. Ebony-finished fir woodwork is located in the vestibule, reception hall, formal staircase/stairwell, living room, dining room, library, and interior service hall on the first floor, and on the stairwell landing between the first and second floors. The home's remaining woodwork is painted.⁷

⁵ Spokane County public records.

⁶ Ibid.

⁷ As was the custom in 1909 when the Bradley House was built, woodwork in kitchens, bathrooms, and bedrooms was painted. The reason for this custom can be attributed to "germ warfare." Before advanced technology, germs were thought to be black specs, which immediately stood out on a white or light colored

The front door of the house opens to a small vestibule with a coat closet. The vestibule floor is covered with crème-colored hexagonal glazed ceramic tiles, which are framed with dark brown-colored ceramic tiles set in a Greek key perimeter design. An original wood 5-panel door on the vestibule's west wall opens into a coat closet. The closet floor is made of oak hardwood with an inlaid walnut double-border design around the perimeter of the closet. The coat closet features a 9-foot-high ceiling, a 5-foot-high chair rail, and a multi-paned fixed-sash window. Original brass coat hooks are anchored to the chair rail. Designed as part of the house and framed with designs and materials that match the home's woodwork, an original beveled plate-glass mirror hangs on the west wall of coat closet.

A paneled and upper leaf-glazed south door in the vestibule opens to a formal reception hall at the first floor. The reception hall is distinguished by a formal staircase that winds and ascends to the second floor. A built-in bench seat is located in the ell formed by the staircase and the adjoining south wall at the first floor. The staircase has a closed stringer, closely spaced barley-twist balusters, a wide walnut hand rail, and a paneled, square newel post. Similar to a wing-back chair, the built-in bench seat has two wings made of ebony-finished fir, constructed with a curved hand-held grip design. The bench seat's south wing is attached to the south wall next to the bench seat, and the north wing is attached to the staircase's newel post. Illuminating the staircase, an original light fixture with a metal base and opalescent glass shade are anchored to the newel post's flat top. The reception hall ceiling is 9 feet, the fir woodwork is finished a rich ebony color, and the floor is made of oak hardwood with a triple-strip inlaid perimeter walnut border design (the coat closet and reception hall have double inlaid strips). An angled 5-panel fir door opens southwest into a formal library with ebony-finished fir woodwork. A plate rail, plate rail brackets, and vertical wood battens are featured in the library, and exactly match those in the dining room. A 5-panel fir door on the south wall of reception hall next to the library door opens south to an interior hallway, that leads further south through another door to an interior service hall designed for use by domestic help.

The reception hall leads east to a wide entry flanked by two low, pedestal-wall colonnades that open east to a spacious living room in the northeast corner of the house. The living room has a boxed-beam ceiling, an oak hardwood floor with a repeated inlaid walnut triple-border perimeter design, and original lathe-and-plaster walls and ceiling. Ebony-finished fir window and door surrounds have upper-corner, mortise-and-tenon pass-through designs. A focal point of the living room is a massive fireplace on the east wall. The fireplace is made of basalt stone rubble mix and is capped by a thick, deep, wide mantel of ebony-finished fir. Massive twin mantel brackets flank the fireplace box at mantel corners. The hearth is made of red matte-finish glazed ceramic tile with black grout.

surface. Woodwork was painted white with oil-based enamel paint to withstand washing away the disease-causing "germs."

A pair of 7-foot-tall, ebony-finished, 6-paneled fir pocket doors slide open on the south wall of the living room to a formal dining room. The same size as the spacious living room, the large dining room has a 9-foot-high ceiling with boxed ceiling beams articulated with massive scroll-sawn brackets at the east and west walls, a perimeter plate rail and vertical wood battens that match the plate rail/battens in the formal library, a small nook in the southeast corner of the room (designed for use as serving space for domestic help), and a built-in buffet/hutch on the south wall. Like the woodwork in the vestibule, reception hall, and living room, the built-in buffet and hutch is made of ebony-finished fir. It features buffet drawers, a mirrored back splash, and a hutch supported by short square pillars. The hutch has three multi-paned beveled-glass doors that replicate the home's curved multi-paned divided-light window design. The top of the built-in hutch is exposed and is backlit on the south wall by stained glass windows that replicate the same divided-light design as the hutch doors and windows in the home. A door on the south wall of the dining room opens to a butler's pantry, located in the south end of the house. The fir door has 3 panels with an upper-leaf divided-light beveled window, which repeats the home's curved multi-paned window design. The floor in the dining room is made of oak with three inlaid strips of walnut that surround the perimeter of the room. Inlaid Greek key designs at the corners of the inlaid oak floor accentuate the perimeter design.

The butler's pantry opens south to a kitchen, located in the southeast corner of the house. The kitchen and butler's pantry are finished with painted woodwork, contemporary built-in cupboards-cabinets-counters-sink, and a built-in bench seat beneath windows on the south wall, all installed in 1993-94. Designed for use by domestic help, an interior service hall leads north from the kitchen to a small powder room on the west wall, an exposed built-in washbasin and beveled mirror on the hall's east wall (*not* located in the powder room), and interior stairs designed for use by domestic help. The interior service hall has a combination of ebony-finished and painted woodwork. Ebony-finished fir woodwork includes floor and crown molding, interior 5-panel doors, and a mirror frame above the washbasin that matches the mirror frame in the vestibule coat closet. Painted woodwork is revealed in the powder room, interior staircase, and tongue-in-groove paneled wainscoting in the service hall and staircase.

The formal staircase and an interior service staircase rise independently to a west-wall shared landing, finished with ebony-hued fir woodwork and articulated with the repeated oak floor and double walnut inlay perimeter design. Three narrow steps rise south from the landing at the head of the service stairs to a bedroom designed for use by domestic help in the southwest corner of the house (the bedroom is finished with a fir floor and painted woodwork). In contrast, three wide steps ascend east to a large central hall on the second floor. The hall leads north to two bedrooms and a sleeping porch at the front of the house, east to a bedroom and back corner sun porch, and south to a bathroom. The floor in the central hall and three bedrooms on the second floor is made of oak hardwood with a triple strip of inlaid walnut around the perimeter of the rooms. Greek key designs in the inlaid floor strips accentuate the corners of rooms. Woodwork on the second floor is painted and bedroom windows feature repeated curved divided-lights. The bathroom is

large with a period appropriate claw foot bathtub, beveled-mirror medicine cabinets, and an elaborate decorative, bracketed shelf. The master bedroom in the northeast corner of the house has a fireplace with a glazed ceramic tile surround and hearth. The northwest-corner bedroom opens to an enclosed sleeping porch through an original paneled and glazed door. The upper leaf of the door is embellished with the repeated curved, divided-light design used throughout the home's windows and doors. An original screen door framed with ebony-finished fir protects the wood and glazed door. The sleeping porch is enclosed with a row of fixed-sash windows that surround the porch on the east, west, and north sides. An original sculpted plaster ceiling medallion is located in the center of the ceiling. A period-appropriate ceiling-mounted light fixture is located in the center of the medallion.

The attic space is unfinished and used for storage. In contrast, the basement is finished with a laundry room, bathroom, bedroom, and large studio space. An unfinished furnace room is located on the east wall of the studio. Walls and ceilings are covered with painted drywall, concrete floors are covered with a combination of linoleum and wall-to-wall carpet, and light fixtures feature contemporary ceiling units.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

An early photograph of the Bradley House was taken in circa 1915, a few years after the house was built in 1909. The photograph confirms the existing Bradley House is well-preserved and matches its original 1909 design with very few exterior modifications. Notice the sun porch located on the second floor, southeast corner of the house, was *not* enclosed with windows when the photograph was taken. The circa 1915 photograph also pictured the existing double-car garage behind the house. The garage is not pictured in a 1910 Sanborn Fire Insurance footprint map, making the built-date of the garage between 1910 and 1915.

Modifications to the Bradley House include:

1910-1915 Two single-car garages were built at different times side-by-side in the southwest corner of the property. A single roof was constructed over both single-car garages when the north-end single-car garage was built after the south-end garage.

1940s The house and garage roofs were re-shingled with composition shingles.

1967-1970 The kitchen was remodeled with built-in counters, cabinets, cupboards, sink, and linoleum floor.

1970s The sleeping porch was enclosed with aluminum-frame sliding rectangular windows that replaced the original arched windows, which were pictured in a 1959 Spokane County tax assessor photograph. The sun porch (rear southeast corner of second floor) was enclosed with aluminum-frame sliding windows. Some of the

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE

woodwork was painted dark brown on the second floor. A vanity, bathtub, shower enclosure, and toilet were installed in a remodel of the second-floor bathroom.

1974 The house and garage roofs were re-shingled with composition shingles.

1984 The basement was repaired and completely remodeled with a laundry room, bathroom, bedroom, furnace room, and a large studio/multi-purpose room. New painted drywall, concrete floors covered with a combination of carpet and linoleum, new light fixtures installed, and plumbing-electrical-mechanical repairs/upgrading were completed.

1986 The exterior of the house was stripped, repaired, and repainted.

1988 An exterior planter box was repaired and repainted, and new planter boxes were made and painted for the front porch to match the existing planter box and those in the circa 1915 photograph of the house.

1993 The house was re-roofed with composition shingles.

1993-1997 The house was extensively remodeled, repaired, and repainted on the first and second floors, including wallpaper installation, period light fixture installations, electrical-mechanical-plumbing work/repairs, kitchen remodel with new built-in cupboards-cabinets-counters-sink, back porch at rear of house opened to kitchen, kitchen window seat installed with double-hung windows installed on west wall and arched windows installed on south porch wall, second-floor bathroom rehabilitated, northeast and northwest bedrooms rehabilitated, sleeping porch on second floor north façade was rehabilitated with repainted door, aluminum windows in sleeping porch replaced by arched windows that matched the arched windows in the 1915 and 1959 photos, the sleeping porch floor was replaced with fir planks, and a period ceiling light fixture was installed. The garage was re-roofed with composition shingles in 1995.

2003 At the exterior, the second floor was re-stuccoed and the house repainted.

2005 A wide opening was installed in the wall that separates the northwest and northeast bedrooms on the second floor. The woodwork around the opening was milled to match the woodwork around the fireplace on the east wall in the northeast bedroom.

2006 New carpet, linoleum, and painted baseboards were installed in the basement.

2011-2016 Ongoing repairs and maintenance were completed inside and outside the house, including wallpaper stripping, wall repainting, and installation of a

custom-remodeled wallpaper border in the dining room. An automatic metal garage door was installed in the north end of the garage. A gas insert was installed in northeast bedroom fireplace in 2013. A new electrical panel box was installed in 2016.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1909</i>
<i>Built Date</i>	<i>1909</i>
<i>Architect</i>	<i>Unknown</i>
<i>Builder</i>	<i>Aaron L. Lundquist</i>

SUMMARY STATEMENT

Built in 1909, the Bradley House is eligible for listing on the Spokane Register of Historic Places under Category C. The property's area of significance is in "architecture" for its fine representation of the Mission Revival style and as an exemplary product of master Spokane builder, Aaron L. Lundquist. It is further significant for high artistic values expressed in multiple shaped parapets characteristic of the Mission Revival style, for interior woodwork crafted in curly fir finished the deepest ebony hue and hand-rubbed to a rich patina, and for unique multi-paned windows articulated with curved wood muntins and mullions that form hourglass-shaped divided lights. The period of significance for the Bradley House is defined by its 1909 built date. The house was named for Dr. Bradley, a dentist who practiced in Spokane for 58 years and was the property's first and most prominent resident homeowner.⁸ Listed on the National Register in 1994 as a contributing resource of the Ninth Avenue National Register Historic District, the property retains a high degree of integrity in original location, design, materials, workmanship, and association. The Bradley House continues to be regarded as a well-preserved tangible expression of one of the most architecturally prominent homes in Spokane.

HISTORICAL CONTEXT

Cannon's Addition

Prior to 1883, Cannon's Addition was unplatted, undeveloped land located in Spokane's lower South Hill. The area was characterized by a north-facing hillside with rugged basalt outcroppings, thick stands of Ponderosa pine and Douglas fir trees, and native grasses and shrubs. Eventually dirt roads were built from downtown Spokane to the hillside, and in 1883, the addition was platted by Anthony Cannon, a prominent businessman, real estate investor, and early Spokane pioneer. Cannon's Addition is roughly bounded by West Third Avenue to the north, Tenth Avenue to the south, North and South Cedar Street to the east, and North Coeur d'Alene Street and North and South Chestnut Streets to the west.

Cannon's contributions to Spokane were great albeit short-lived:

⁸ *Spokane Daily Chronicle*, 11 Nov 1966.

Cannon arrived in Spokane Falls on April 24, 1878 with his partner, J. J. Browne. With an initial investment of \$50 down on a \$3,000 mortgage, Browne and Cannon acquired one-half interest in James Glover's townsite. By 1890, Cannon and Browne were both millionaires and hailed as civic leaders. Five years later, Cannon died alone and penniless in New York City, ostracized by the town he helped build.⁹

Shortly after Cannon's Addition was platted, homes designed to suit the needs of wealthy homeowners were planned and built by various architects, builders, designers, and contractors in Spokane. Cannon's Addition rivaled Browne's Addition in both social prestige and architectural design, and was regarded as one of the city's most prominent residential neighborhoods. Residential development increased and larger and grander homes were built in Cannon's Addition as settlement crept uphill from Third Avenue by Coeur d'Alene Park and south across the railroad tracks (now I-90 freeway) to Tenth Avenue on Spokane's lower South Hill. In 1994, the neighborhood was recognized in Spokane for its architectural and historical significance when it was listed on the National Register of Historic Places as the Ninth Avenue National Register Historic District. Built in the center of the district on Ninth Avenue, the William O. Bradley House is one of the most architecturally prominent homes erected in Cannon's Addition.

The Bradley House

On June 12, 1909 Dr. William O. Bradley purchased the home built at 1703 W. Ninth Avenue for \$20,000. The building site on which the house was built was initially owned in 1900 by the Northern Pacific Railroad, who sold the parcel to real estate investors Julius & Marion Estep for \$1,100. The Esteps sold the building site to investors John & Gertrude Helberg in 1906. Less than two years later, the Helberg's sold the property in March 1908 to professional Spokane building contractor, Aaron L. Lundquist for \$2,425. Lundquist applied for sewer and water permits from the City of Spokane, built the nominated 2.5-story Mission Revival-style house, and sold it at the end of year for \$15,000 to Ulysses & Laura Hawk. They sold the property four months later to Clyde Bice for \$12,200, who sold it in three months for \$20,000 to Dr. William Bradley.

Dr. William O. Bradley was born in 1876 in Dubuque, Iowa. Following his parents and two sisters from Iowa, Dr. Bradley moved to Spokane in 1902. He set up a dental practice with offices at successive times in the Traders Bank Building, the Spokane & Eastern Building, and the Paulsen Building on West Riverside Avenue in downtown Spokane. Dr. Bradley practiced for 58 years in Spokane from 1902 to his retirement in 1960 at the age of 84. He enjoyed fraternal memberships in Emulation Masonic Lodge Number 255 in Iowa, and the Elk's Lodge BPOE #228, Scottish Rite bodies, and El Katif Shrine in Spokane. In July 1909, Dr. Bradley moved into the Bradley House. He shared his home with his two sisters, Mary Jane Bradley and Florence Bradley, and his widowed mother, Mary Ann Bradley. Mary Jane Bradley worked as a teacher in Spokane and Florence Bradley was employed as a teacher and principal at different times for various

⁹ Garrett, Kit, et al.

Spokane public schools, including the Cannondale School, Marcus Whitman School, Sheridan School, and Lincoln School.

Subsequent Homeowners

After Dr. Bradley died, the Bradley House was sold in 1967 to Elmo & Alice Steinke for \$10,250. A group of three people bought the property in 1976 for \$47,500. They sold the house a year later to Michael McDowell and Patricia Brinson. Patricia Brinson soon married Gregory Wold, and together they operated a dance studio in the home in 1979, called "The Difference." Edwin & Marcia Smith purchased the property in 1983; the warranty deed was conveyed to the current owner, Marcia Smith, in 2004.

ARCHITECTURAL SIGNIFICANCE

To be eligible for listing on the Spokane Register of Historic Places under Category C, a property must meet *at least one* of the following requirements: 1) embody distinctive characteristics of a type, period, or method of construction, 2) represent the work of a master, or 3) possess high artistic values. Architecturally significant, the Bradley House meets all three of the aforementioned requirements as a fine embodiment of the Mission Revival style, as the product of master craftsman/building contractor, Aaron L. Lundquist, and as a property that possesses high artistic values.¹⁰

Mission Revival Style

Architectural historians Lee & Virginia McAlester, *A Field Guide to American Houses*, explain:

California was the birthplace of the Mission style and many of its landmark examples are concentrated there. The earliest were built in the 1890s; by 1900 houses in this style were spreading eastward under the influence of fashionable architects and national builders' magazines. Although never common outside of the southwestern states, scattered examples were built in early 20th-century suburbs throughout the country. Most date from the years between 1905 and 1920.¹¹

Identifying elements of the Mission Revival style include Mission-shaped dormer and/or roof parapets, a red tile roof covering, usually a low to medium-pitched hip roof, widely overhanging eaves, porch roofs supported by large columns or piers, double-hung rectangular windows, a main entry door often located in a covered porch, and smooth-finished stucco exterior walls, occasionally adorned with sculpted *bas relief*. Exposed rafter tails, quatrefoil windows, roundels, corbelled sashes and brackets, vertical board doors, wrought iron door straps and hinges, wrought-iron light fixtures, carved

¹⁰ National Register Bulletin #15.

¹¹ McAlester, Lee & Virginia.

stonework, and ebony-colored plain straight-cut “Mission Oak” woodwork comprise architectural details revered in the Mission style aesthetic.¹²

The Bradley House was built during the time period defined by the Mission Revival style, 1905 to 1920. The Bradley House reflects aforementioned elements and details found as multiple Mission-shaped parapets, a low-pitched hip roof, widely overhanging eaves, exposed rafter tails, smooth stucco walls, round-columned covered front porch, a filigree ornamental roundel, ornamental *bas relief* wall sculpture above the front entrance, and ebony-colored curly fir woodwork, sometimes referred to as “Mission Oak.” The Bradley House is the only Mission Revival-style home built along Ninth Avenue in the Ninth Avenue National Register Historic District. With its large edifice and corner building site set on a hilly knoll, the Bradley House is an architecturally prominent residence and serves as a central anchor in the Ninth Avenue National Register Historic District.

High Artistic Values

High artistic values are demonstrated through various designs and architectural elements used in and on the Bradley House. These include three prominent Mission-shaped parapets located at the north and east facades of the house—an infrequently seen architectural embellishment in Spokane. A chimney on the home’s east façade possesses high artistic values characteristic of the Craftsman style. The chimney is tall, tapered, and made of basalt rock rubble mix at the first floor, and clinker brick at the second floor and roof eave. The chimney is particularly articulated with large basalt stone cobbles that randomly protrude from the clinker brick, strengthening the Craftsman-style aesthetic defined by organic materials that erupt from the ground. With an Islamic influence, the arched windows in the north front facade second-floor sleeping porch and the first-floor back porch at the rear of the house reveal artistic values.

Additional artistic values can be found at the interior of the home in straight cut, plain, ebony-finished fir woodwork, sometimes called Mission Oak. The term was made popular during the time missions were built in the late 1800s and early 1900s on the California coast. The plain woodwork in the missions was made of oak or fir and was finished a dark ebony color like that in the Bradley House. Another interior feature of the Bradley House that possesses high artistic values is the oak and walnut floor. The hardwood oak plank floor is distinguished with a series of two or three inlaid walnut strips around the perimeters of certain spaces and rooms. Inlaid Greek key designs in corners are interwoven with the inlaid strips.

Without a doubt the strongest feature of the Bradley House to possess high artistic values are the windows. Rarely seen in Spokane, the home’s windows are a combination of fixed-sash and double-hung units with multi-paned divided lights. The lights are divided by wood muntin and mullion bars curved into sinuous hourglass shapes. The design is

¹² Harris, Cyril M.

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE

repeated throughout the Bradley House not only in exterior windows but in interior glazing in doors, walls, and built-ins.

Aaron L. Lundquist, Builder

Aaron L. Lundquist, a Swedish native, immigrated to St. Paul, Minneapolis, where he worked for J. J. Hill, a master railroad baron who built and owned the Great Northern Railroad. As Hill extended his railroad to Washington State, he chose a townsite 5 miles northeast of Spokane to relocate his railroad business. He founded the town of Hillyard (Hill's yard), a "company town" for the Great Northern Railroad, and built a complex of roundhouses and industrial rail warehouses. Hillyard became known as the hub for the Great Northern Railroad in the Pacific Northwest and proved a catalyst for successive railroad building and business in Spokane. Lundquist moved to the Spokane area with Hill, who employed him to finish Pullman cars for the railroad.

At the insistence of his wife, Harriet Ida, Aaron Lundquist traded his skills as a Pullman train car finisher for those skills needed as a building contractor, specializing in the construction of upscale single-family homes. Until his untimely death in 1913, Lundquist was responsible for some of the largest and most architecturally prominent homes built in the Spokane area. His work spanned high styles from large Arts & Crafts Tudor and Colonial Revival, Neoclassical, Mission Revival, and American Foursquare traditions to smaller Craftsman-style bungalows. Documented examples of Lundquist's work include the following homes:

S. 815 Adams Street	Built in 1906
S. 817 Adams Street	Built in 1906
W. 1129 Ninth Avenue	Built in 1906
W. 1621 Ninth Avenue	Built in 1907
W. 1627 Ninth Avenue	Built in 1907
W. 1703 Ninth Avenue	Built in 1909
W. 2024 Fourth Avenue	Built in 1910
W. 1021 Eighth Avenue	Built in 1910
S. 1226 Cedar Street	Built in 1910
W. 1124 Eighth Avenue	Built in 1911
W. 1128 Eighth Avenue	Built in 1911
E. 224 Manito Place	Built in 1911
E. 547 Rockwood Boulevard	Built in 1911
W. 1514 Gardner Avenue	Built in 1912
Sprague Avenue & Pine Street	Built in 1912 (automobile garage)
E. 220 Manito Place	Built in 1912
W. 626 Twenty-First Avenue	Built in 1913

The Bradley House was photographed and featured in a 2005 architectural reference book, *Beyond the Bungalow: Grand Homes in the Arts & Crafts Tradition*, authored by well-known architectural historian Paul Duchscherer. The photograph pictured the

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE

prominent northeast façade elevation of the Bradley House and includes the following descriptive caption:

[On Spokane's] historic South Hill, Swedish native Aaron Lindquist built this imposing Mission Revival-style corner home...a dentist named Dr. Bradley [bought the house in June 1909]. The Mission Revival style is most noticeable in the series of curving parapets that cap its gable ends, which appear to rise up and through the extended eaves rather than interrupting them. The hipped form is applied to various portions of the roof. Exposed rafter tails...remain visible underneath the eaves' gutters. Sturdy, round, classical columns support the roof of the commodious front porch. Lower in pitch than the roof above, the porch's eaves are equally deep, and are also detailed with exposed rafter tails. A winterized sleeping porch, with delicately scaled arched-topped openings, projects over the front entry. Unusual but original accents include the sculptural panel over the front entry, and a smaller panel near the top of the chimney that depicts an American Indian.¹³

Earl W. Morrison, Architect

While the architect for the Bradley House undocumented and unknown at this time, it is interesting to note that Aaron Lundquist built a house in Spokane that is similar in style, design, materials, and workmanship to the Bradley House. The similar house is located at 1226 S. Cedar Street, and was built in 1910, a year after the Bradley House. Like the Bradley House, it is a fine example of the Mission Revival style. Similarities exist for both homes, including multiple Mission-shaped façade parapets, a low-pitched hip roof with widely overhanging eaves, exposed rafter tails, classic round porch columns, clapboard and stucco siding, and the same unusual sinuously curved hourglass-shaped divided lights in the home's windows. A newspaper article that featured the S. 1226 Cedar Street residence in 1910 stated "the house is considered by Mr. Lundquist to be the best of 50 or more [homes] which he has built on Cannon Hill." The house on Cedar Street was designed by professional Spokane architect, Earl W. Morrison.

Morrison may have designed the Bradley House as he worked with Lundquist while designing homes in Spokane from 1906 to 1913. Some of the homes architect Earl Morrison designed and builder Aaron Lundquist constructed together include the following documented examples:

S. 1226 Cedar Street	Built in 1910
W. 1021 Eighth Avenue	Built in 1910
W. 1128 Eighth Avenue	Built in 1911
E. 224 Manito Place	Built in 1911
E. 547 Rockwood Boulevard	Built in 1911
W. 1514 Gardner	Built in 1912

¹³ Duchscherer, Paul and Linda Svenson.

**Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE**

E. 220 Manito Place	Built in 1912
W. 626 Twenty-First Avenue	Built in 1913

This is just a small list of homes known through documentation to be designed and built by architect Earl Morrison and builder Aaron Lundquist. It is probable to think that Morrison and Lundquist designed and built many more homes in Spokane from 1906 to 1913 when Lundquist died. Further ongoing research may document this probability.

Amil T. Johnson, Builder

It appears Aaron Lundquist sub-contracted Spokane builder Amil T. Johnson to construct hardwood floors in the Bradley House. During the early 1900s in Spokane, it was not uncommon for architects and builders to be identified by certain architectural features. For example, Spokane architect W. W. Hyslop developed a specific bracket/brace design, which he used on many homes he designed. Spokane builder John Anderson used individually or in combination terra orange, red, and/or brown glazed ceramic tiles to cover roofs on many homes he built in Spokane. Builder Amil T. Johnson became known throughout Spokane for his signature inlaid floor designs.

Johnson constructed decorative inlaid strips in hardwood floors, usually made of solid oak. To contrast with the lighter colored oak floors, the strips were made of mahogany or walnut and finished in dark brown hues. Usually seen in high-style single-family homes built from about 1905 to 1918, the inlaid strips were inset around the perimeters of rooms, and oftentimes around projecting and/or recessed fireplaces, built-ins, alcoves, and entry colonnades between rooms. Rooms embellished with inlaid perimeter strips were usually identified as public spaces, including vestibules, reception halls, formal staircases and hallways, living rooms, dining rooms, and libraries. Sometimes master bedrooms were included. The strips were inlaid as a single perimeter strip, a double strip, or a triple strip. Interwoven geometric Greek key designs articulated room corners as a continuation of the inlaid strip designs. The oak hardwood floors in the Bradley House have been exquisitely preserved and maintained since 1909, and reveal double and triple inlaid walnut strips with Greek Key corner embellishment, all indicative of building contractor Amil T. Johnson's precise work.

BIBLIOGRAPHY

Books, Periodicals, Journals, Maps, Public Records

Duchsherer, Paul and Linda Svenson. *Beyond the Bungalow: Grand Homes in the Arts & Crafts Tradition*. Salt Lake City: Gibbs Smith Publisher, 2004.

Garrett, Kit, et al. *Ninth Avenue National Register District, 1994*. Spokane Public Library, Spokane, WA.

Harris, Cyril M. *Dictionary of Architecture & Construction, Third Edition*. New York: McGraw-Hill Publisher, 2000.

McAlester, Lee & Virginia. *A Field Guide to American Houses*. New York: Knopf Publishers, 1989.

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

Polk, R.L. *Spokane City Directories, 1885 to 2014*.

Sanborn Fire Insurance Maps. 1910, 1952.

Smith, Marcia. Personal interviews with Marcia Smith in 2014-2016.

Spokane City building permits. Spokane City Hall, Spokane, WA.

Spokane County public records. Spokane County Courthouse, Spokane, WA.

U.S. Department of the Interior, National Park Service. *"Secretary of the Interior's Standards for Rehabilitation."* Washington DC: Preservation Press, 1976.

_____. National Register Bulletin #15.

Newspaper Articles

"Death Takes Dr. Bradley." *Spokane Daily Chronicle*, 11 Nov 1966.

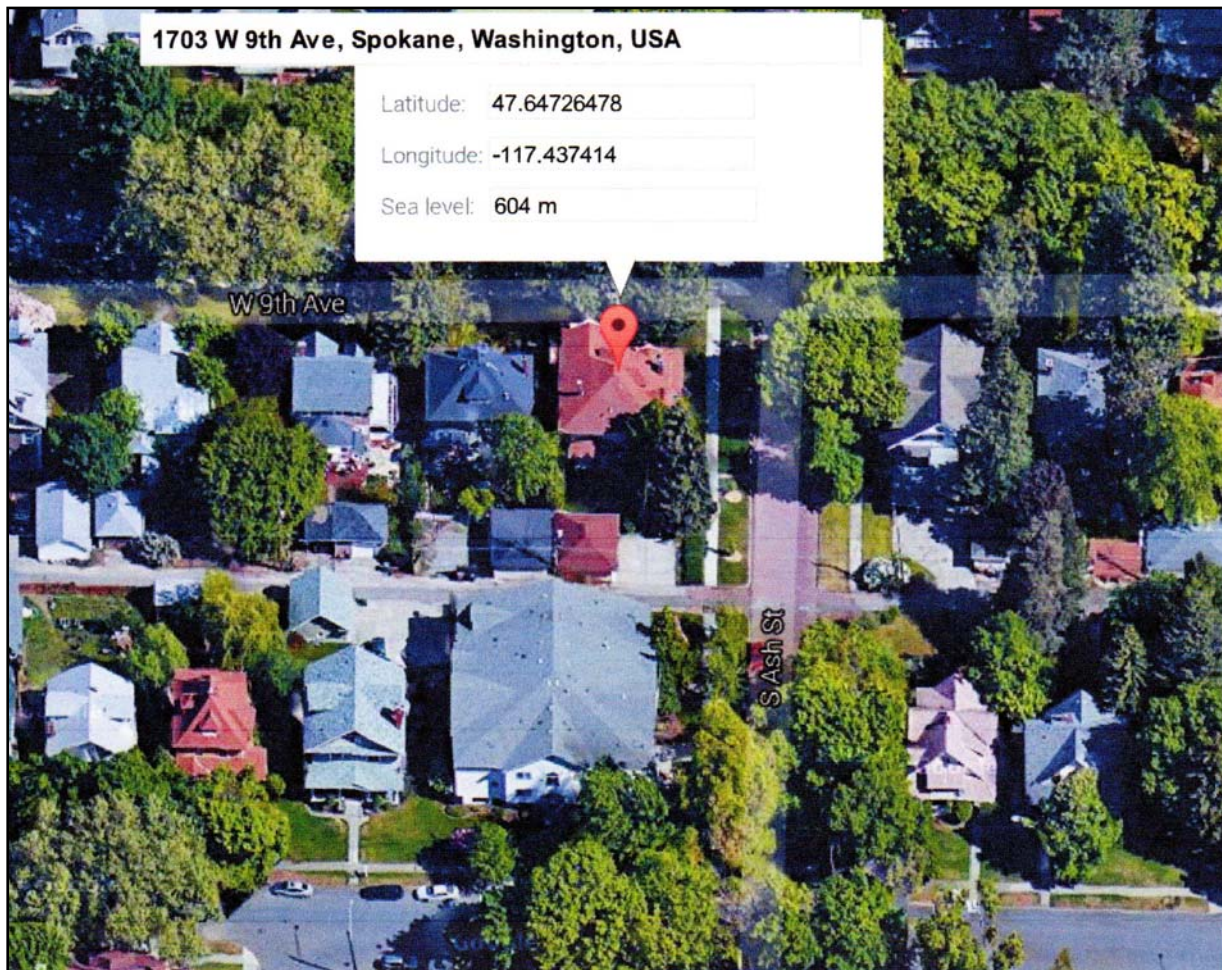
"Many Features in This House." *Spokesman-Review*, 26 June 1910.

"School Principal Is Taken By Death." *Spokesman-Review*, 4 Aug 1938.

"Widow Controls Pioneer's Estate." *Spokesman-Review*, 13 Dec 1913.

"With Death Near Keeps His Nerve." *Spokesman-Review*, 20 Oct 1912.

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE

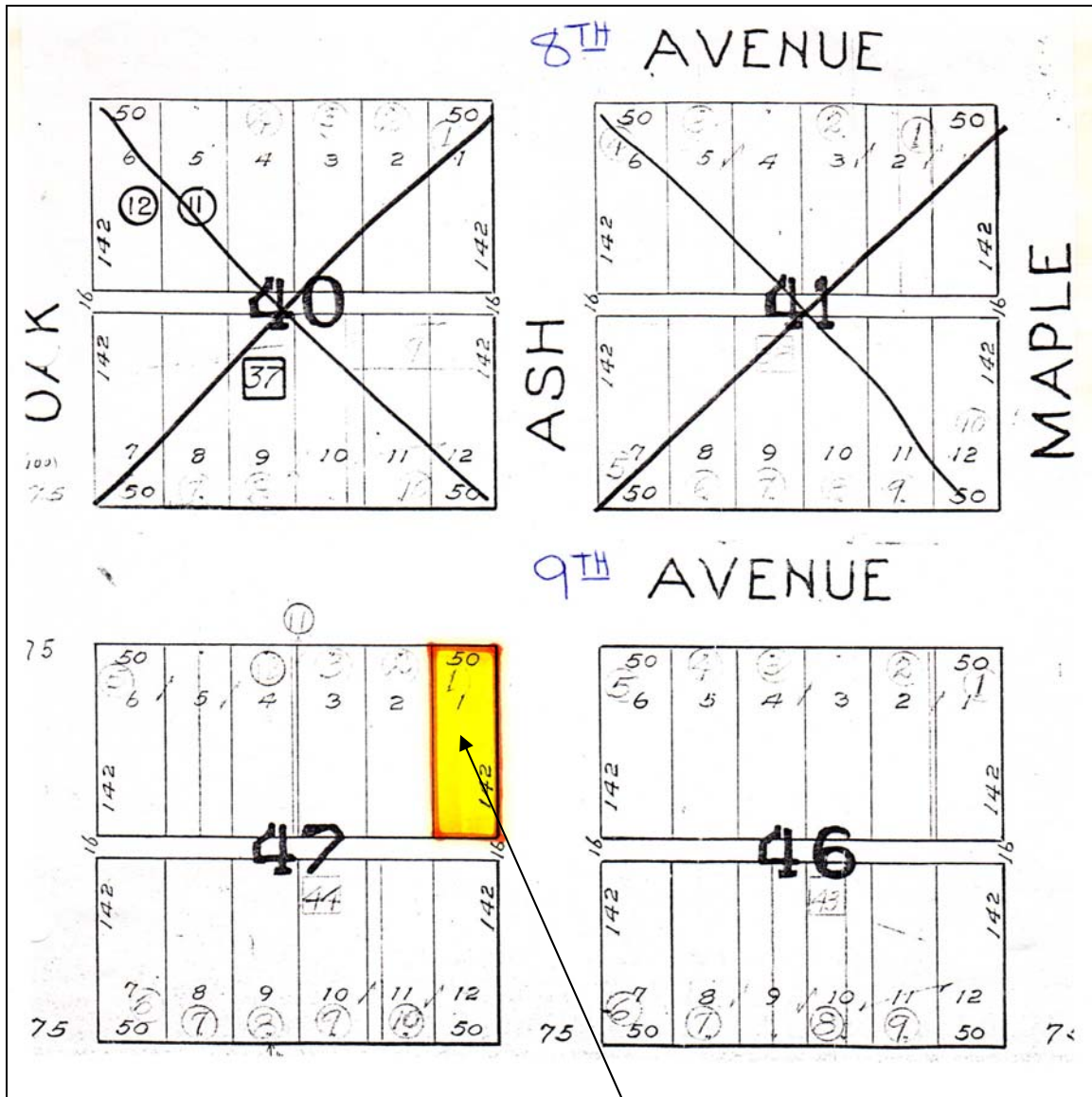


*1703 W. Ninth Avenue
Spokane, WA*

Source: Google Maps 2016



Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



1703 W. Ninth Avenue
Spokane, WA

Source: Spokane County Tax Assessor

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



*1703 W. Ninth Avenue
Spokane, WA*

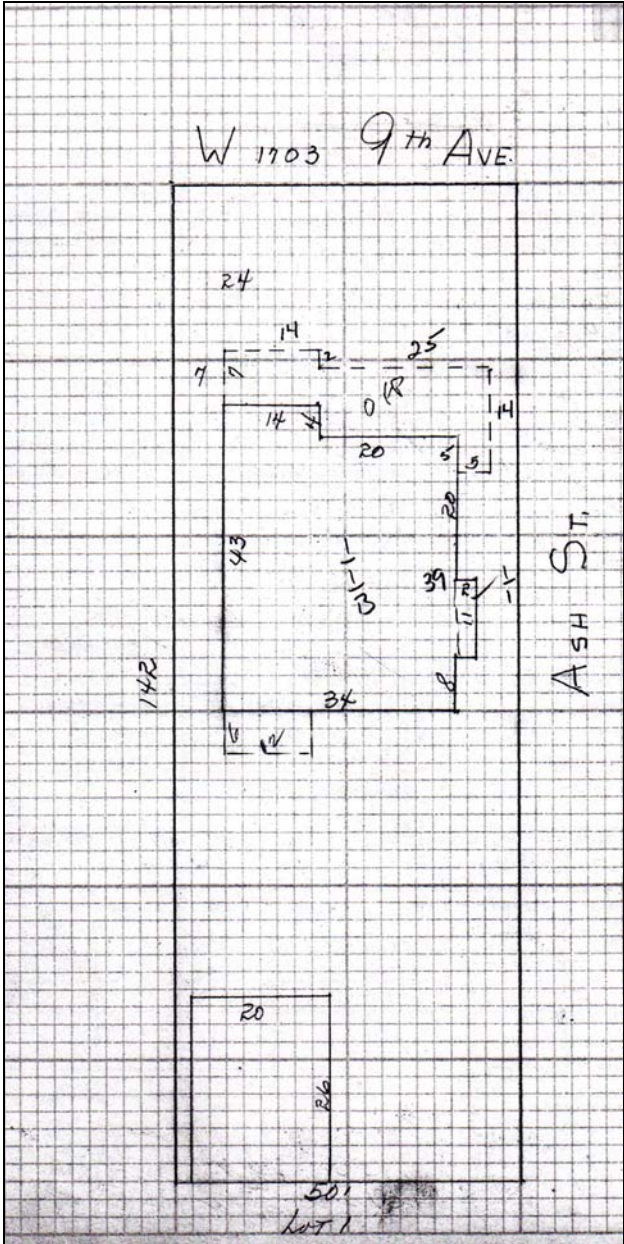
Photo taken in circa 1915

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



1703 W. Ninth Avenue

Source: 1959 Spokane County Tax Assessor Photo



1703 W. Ninth Avenue

Source: Spokane County Tax Assessor

North ↑

Death Takes Dr. Bradley

A 90-year-old Spokane dentist who practiced here 58 years, Dr. William O. Bradley, died yesterday at his home, E1703 Ninth.

Born Sept. 4, 1876, in Dubuque, Iowa, Dr. Bradley came here in 1902 and was in dental practice from then until his retirement in 1960 at the age of 84.

He was a member of Emulation Masonic Lodge No. 255 of Clinton, Iowa; Scottish Rite bodies, El Katif Shrine and Spokane Elks Lodge No. 228.

His sister, Mary Anne Bradley, made her home with him for many years, but has been in a nursing home here since last January.

The body is at Smith's.

Dr. Bradley will be sent to Dubuque, Iowa, for services and burial.

*Obituary for Dr. W. O. Bradley
Spokane Daily Chronicle, 11 November 1966*

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Northeast façade of Dr. Bradley House in 2015



East face in 2015

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Northwest façade corner in 2015



North façade detail in 2015



Front porch on north façade

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Front door on north façade in 2015



Cobbled clinker brick on east face in 2015

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Window detail in 2015



South rear face of house in 2015

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Garage at rear of house in 2015

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Front reception hall in 2015, looking north at vestibule door



Reception hall stairs in 2015

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Living room and entry into dining room in 2016

Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Dining room in 2016



Ceiling brackets and plate rail in dining room in 2015



Second floor hall in 2016

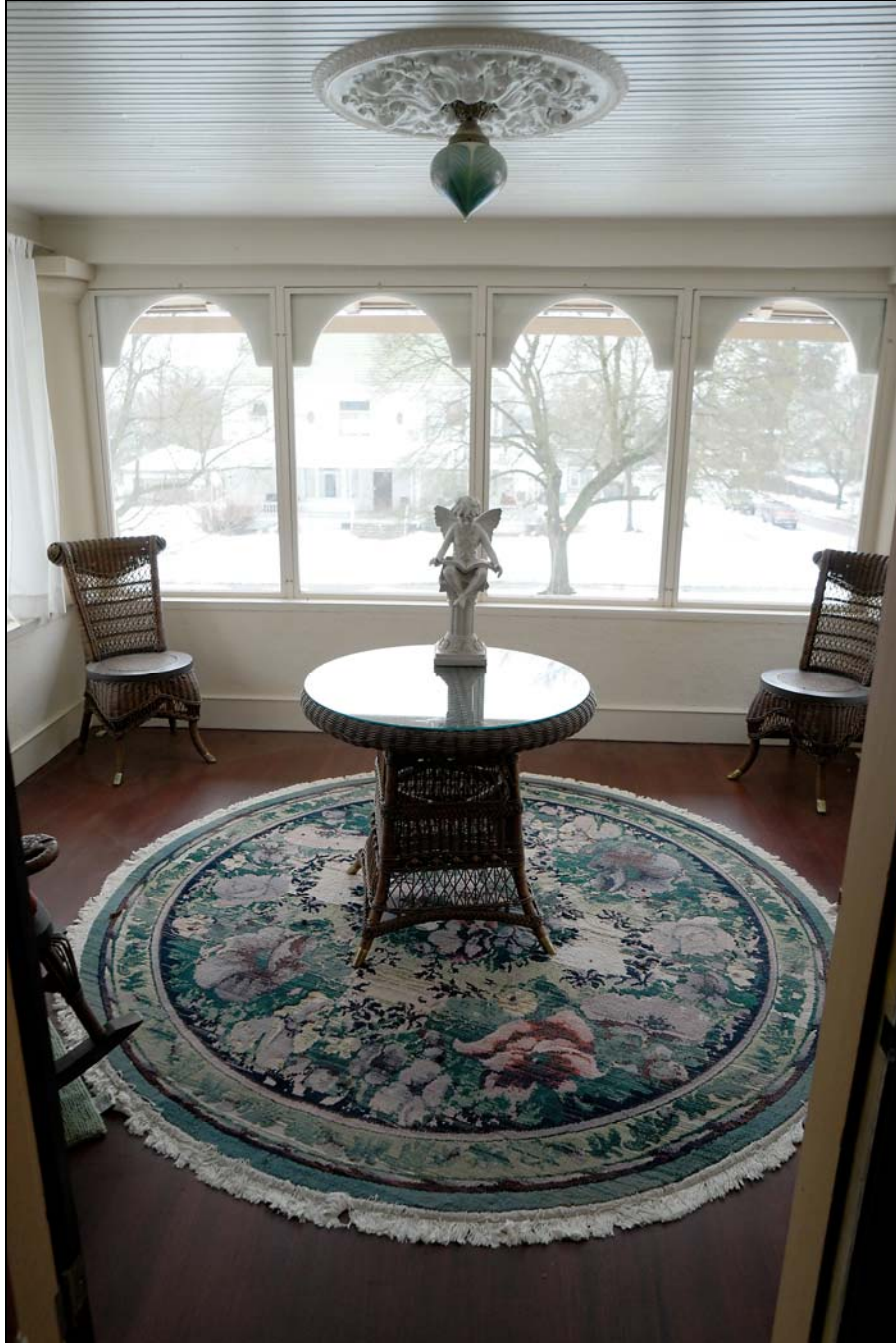
Spokane City/County Register of Historic Places Nomination
W. O. BRADLEY HOUSE



Northwest bedroom in 2016 (now used as a library)



Bathroom in 2016



Sun porch in 2016



Stairs and service hall in 2016



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/26/2016
Clerk's File #	OPR 2016-0380
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	POLICE
Contact Name/Phone	JUSTIN LUNDGREN 625-4527
Contact E-Mail	JLUNDGREN@SPOKANEPOLICE.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0680-INTERLOCAL WITH SPOKANE TRANSIT AUTHORITY

Agenda Wording

Interlocal agreement between the City of Spokane and Spokane Transit Authority (Spokane, WA) to provide a safe and secure environment in downtown Spokane. ---\$57,933.00 from May 1, 2016 to December 31, 2016.

Summary (Background)

Since 2005, the Spokane PD and Spokane Transit Authority (STA) have worked together to provide additional police presence in the STA Plaza area. In 2016 SPD has yet again contracted with STA to assign one commissioned police officer to assist STA by providing police patrol services in the immediate vicinity of the STA Plaza and its surrounding areas. Patrol emphasis walks will be between 14:30 to 17:30 Mondays through Fridays. These hours may be adjusted to meet the demands of the STA.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 57,933.00	#	0680-11150-21250-34210
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LYNDS, SARAH	<u>Study Session</u>	PSC 03/21/2016
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	achirowamangu	
<u>For the Mayor</u>	SANDERS, THERESA	ewade	
<u>Additional Approvals</u>		slynds	
<u>Purchasing</u>		Contract Accounting	
		cwahl	
		mmartinez	

**Briefing Paper
City of Spokane
Spokane Transit Authority Interlocal
Police Department/Public Safety Committee
March 21, 2016**

Subject

Interlocal agreement with Spokane Transit Authority to provide a police officer based out of the Downtown Precinct from April 1, 2016 through December 31, 2016. The revenue will be \$57,933.

Background

The Police Department has contracted with Spokane Transit Authority to provide the public with police services in the STA Plaza facility and a surrounding service area from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed to by both parties.

SPD will provide an officer(s) to conduct specific walk throughs as call loads allow with an emphasis on the hours from 14:30 to 17:30.

Impact

These funds will allow us to have a significant impact upon perceived safety in the area surrounding the STA Plaza. The revenue will reimburse SPD for the salary and benefits of a commissioned police officer.

Action

Approval

Funding

Revenue/Salary Reimbursement

After filing, return to:
Spokane Transit Authority
1230 West Boone Avenue
Spokane, Washington 99201

**INTERLOCAL AGREEMENT FOR POLICE SERVICES
BETWEEN
CITY OF SPOKANE AND SPOKANE TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE TRANSIT AUTHORITY, a Washington State political subdivision and special purpose district, as "STA", whose address is 1230 West Boone Avenue, Spokane, Washington 99201, and jointly referred to as the "Parties".

WHEREAS, STA and the Spokane Police Department have had a longstanding partnership in providing a safe and secure environment in downtown Spokane; and

WHEREAS, STA desires to support the effort of the City of Spokane and the Spokane Police Department to increase the number of officers dedicated to the downtown Spokane area, where STA services are delivered and where its downtown transfer center, The Plaza, is located at 701 W. Riverside Avenue, Spokane, WA; and

WHEREAS, a routine police presence in and around the STA Plaza and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the City of Spokane desires to enhance police services to STA and to assist in furthering enforcement efforts at and around the STA Plaza and surrounding areas; and

WHEREAS, chapter 39.34 RCW, Interlocal Cooperation Act, permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage to perform functions, and provide services and facilities to each other and the public; -- NOW, THEREFORE,

The Parties agree as follows:

- I. PURPOSE. The purpose of this Agreement is to enable the City and SPD to dedicate one (1) commissioned City police officer to assist STA by providing police patrol services to the downtown area in the immediate vicinity of the STA Plaza and its surrounding areas, and to assist in furthering enforcement efforts for the benefit of the public in and around the downtown area, under the following terms and conditions:
 - A. Hours. The SPD officer shall be assigned to the STA area to perform general patrol functions and also to conduct specific emphasis walk throughs of the area. Emphasis walk through hours will be from 14:30 to 17:30 hours Monday through Friday, but may be adjusted to meet the demands of the STA and those of the downtown service area.
 - B. Equipment. The City shall provide all equipment, including a marked police vehicle and/or bicycle at no cost to STA.
 - C. Office and Supportive Facilities. The officer shall be based out of the Spokane Police Department downtown precinct, but shall have desk space as needed at the STA Plaza.
 - D. Location of Police Service. The general service area will be from the Spokane River, inclusive of Riverfront Park, to Interstate 90, and Division Street to Madison Street, or at other locations as mutually agreed upon by both Parties.
 - E. Communication. During hours when the officer is not on site, STA Plaza security shall be permitted to have direct communication with the Spokane Police Department's downtown precinct for assistance in responding to low level disturbances. SPD shall respond to such calls in accordance with precinct priorities.
 - F. Adherence to City Policy and Procedures. While providing services pursuant to the Agreement, the officer is obligated to discharge all duties of his or her office and to adhere to Spokane Police Department policy and procedures at all times.
 - G. Duty to City: The officer has a primary obligation to the City to discharge all duties of his or her office, to enforce all laws and ordinances, and to adhere to all police department policies, procedures, rules and regulations
- II. TERM. The Agreement shall begin May 1, 2016, and run through December 31, 2016, unless terminated earlier. This Agreement may be terminated by either Party at any time upon sixty (60) days written notice to the other Party.

- III. COMPENSATION. STA shall pay the City, an amount not to exceed FIFTY SEVEN THOUSAND NINE HUNDRED AND 33/100 DOLLARS (\$57,933.00), as full compensation for everything furnished and done under this Agreement.
- IV. PAYMENT. The City shall submit monthly applications for payment to Spokane Transit Authority, 1230 West Boone Avenue, Spokane, Washington 99201. STA shall submit payment within ten (10) days of receipt of invoice and remit to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260-0001. All checks shall be made payable to the City of Spokane.
- V. ADMINISTRATOR. This Agreement shall be administered by the Chief Executive Officer of STA.
- VI. LIABILITY.
 - A. The City shall defend, indemnify and hold harmless STA, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost, and expense arising out of the negligence of the City, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of STA, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the City solely on behalf of STA, its officers, employees and agents, STA shall defend, indemnify and hold harmless the City from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
 - B. STA shall defend, indemnify and hold harmless the City, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of STA, its officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the City, its officers, employees and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by STA solely on behalf of the City, its officers, employees and agents, the City shall defend, indemnify and hold harmless STA from any expenses connected with the defense, settlement, or monetary judgment ensuing from such actions, claims, or proceedings.
 - C. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party, and solely for the purposes of this indemnification, each Party specifically waives any immunity under Title 51 RCW. The parties have specifically negotiated this provision.
- VII. ASSIGNMENT. Neither Party may assign its interest in this Agreement without the express written consent of the other Party.

VIII. SEVERABILITY. In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

IX. NOTICES. All notices shall be in writing and served on any of the Parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

X. MODIFICATION. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.

CITY: Director of Law Enforcement/ and or Chief of Police
Spokane Police Department
Administration Office
Public Safety Building
1100 West Mallon Avenue
Spokane, Washington 99260-0001

STA: Chief Executive Officer
Spokane Transit Authority
1230 West Boone Avenue
Spokane, Washington 99201

XI. INSURANCE. During the term of the Agreement, each Party shall maintain in force at its sole expense, the following insurance coverage(s):

- 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; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. 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 a Party or its insurer(s) to the other Party.

- XII. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent they may be applicable to the terms of this Agreement.
- XIII. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
- XIV. VENUE. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- XV. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- XVI. RCW 39.34 REQUIRED CLAUSES.
- A. Purpose. See Section 1I above.
 - B. Duration. See Section 2II above.
 - C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
 - D. Responsibilities of the Parties. See provisions above.
 - E. Agreement to be Filed. The City shall file this Agreement with its City Clerk and post it on its internet website. STA shall file this Agreement with the Spokane County Auditor.
 - F. Financing. Each Party shall advise the other Party, during its yearly regular budget hearings, on the proposed budget changes (only) affecting this Agreement. Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
 - G. Termination. See provision 2 II above.

H. Acquisition / Disposition of Property. Title to all property acquired by any Party in the performance of this Agreement shall remain with the acquiring Party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each Party contributing to its acquisition.

Dated: _____

CITY OF SPOKANE

David Condon
Mayor of Spokane

James McDevitt
Director of Law Enforcement

Attest:

Approved as to form:

City Clerk

Nancy Isserlis
City Attorney

Dated: _____

SPOKANE TRANSIT AUTHORITY

By: _____
E. Susan Meyer, CEO

Attest:

Approved as to form:

Jan Watson, Clerk of the Authority

Laura D. McAloon, Legal Counsel

SPOKANE TRANSIT AUTHORITY
PERFORMANCE MONITORING AND EXTERNAL RELATIONS COMMITTEE MEETING

April 6, 2016

AGENDA ITEM 5A.1: RENEWAL OF SPOKANE POLICE DEPARTMENT INTERLOCAL AGREEMENT

REFERRAL COMMITTEE: N/A

SUBMITTED BY: E. Susan Meyer, Chief Executive Officer

SUMMARY: Since 2005, STA and Spokane Police Department (SPD) have utilized Interlocal Agreements which provide additional police presence in the vicinity of the STA Plaza.

From 2005 through 2013, STA provided the equivalent funding for one SPD officer to be stationed in the Plaza. SPD matched that funding by providing a second officer. During this time, these were the only SPD officers dedicated to downtown Spokane.

In 2014, SPD began instituting a new policing strategy. Part of that strategy was to establish a precinct in downtown. This precinct was located in the Peyton Building, adjacent to the STA Plaza. In recognition of this new development, the STA/SPD Interlocal Agreement was modified. The new agreement provided for STA funding for one (1) officer and seven (7) parking spaces in the STA Plaza garage. The latest agreement expired in December 31, 2015. It was not renewed pending the need to accommodate changes created by the relocation of the precinct to the Intermodal Center.

STA and SPD have negotiated a new agreement which accomplishes the same objectives that inspired the original agreement in 2005. STA's interest is to have an increased SPD presence in/around the STA Plaza. As a regional transportation center, this location has the largest concentration of pedestrian activity in the downtown core. It is in the interest of transit customers, as well as the general public, that SPD is enabled to provide additional attention to this specific area.

The new agreement stipulates special-emphasis patrolling of the area in/around the STA Plaza. Key times of the day have been identified as to when this additional SPD presence would be most effective. In addition, the agreement establishes a special communications protocol between STA Transit Officers and the Downtown Precinct. This communications protocol allows for SPD to be alerted and respond accordingly to events that may not otherwise require a police response. Both of these measures help deter uncivil behavior that does not rise to criminal conduct, but otherwise has an impact on the overall environment.

The cost to STA of the Interlocal Agreement is \$57,933.00 for the remainder of 2016. This is the same annualized rate charged under the previous agreements.

A copy of the Agreement is attached for your information.

RECOMMENDATION TO COMMITTEE: Recommend the Board approve the Spokane Police Department Interlocal Agreement as presented.

COMMITTEE ACTION:

RECOMMENDATION TO BOARD:

FINAL REVIEW FOR BOARD BY:

Division Head _____ Chief Executive Officer _____ Legal Counsel _____



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/26/2016
Clerk's File #	OPR 2016-0381
Renews #	
Cross Ref #	
Project #	
Bid #	4235-16
Requisition #	CR 16813
Agenda Item Name	4490 CONTRACT WITH SAFEWAY SERVICES FOR SCAFFOLDING AT THE WTE

Agenda Wording

Contract with Safway Services, LLC, of Spokane Valley, for scaffolding services for scheduled outages and emergency outages at the Waste to Energy Facility. Through December 31, 2016. \$300,000.00 excluding taxes.

Summary (Background)

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. On February 19, 2016, the City of Spokane issued Request for Bids #4235-16 Scaffolding Services. Sealed bids were received from 2 bidders on March 21, 2016; Brand Energy, Tacoma; and Safway Services LLC, Spokane Valley. Safway Services, LLC was determined to be the lowest cost bidder.

Fiscal Impact

Budget Account

Expense	\$ 300,000.00	# 4490-44100-37148-54201
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 4/25/16
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsalstrom@spokanecity.org	

Additional Approvals

Purchasing PRINCE, THEA

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 25, 2016

Subject

Contract with Safway Services, LLC, of Spokane Valley, for scaffolding services for scheduled outages and emergency outages at the Waste to Energy Facility,

Background

During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs. The contract will be through December 31, 2016 for \$300,000.00 excluding taxes, if applicable.

On February 19, 2016, the City of Spokane issued Request for Bids #4235-16 Scaffolding Services. Sealed bids were received from 2 bidders on March 21, 2016; Brand Energy, Tacoma; and Safway Services LLC, Spokane Valley. Safway Services, LLC was determined to be the lowest cost bidder.

Impact

Approval of this contract will allow for safe and effective repairs of the WTE.

Action

Recommend approval.

Funding

Funding for this contract is included in the 2016 operations budget for the WTE.

CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SAFWAY SERVICES, LLC, whose address is 6206 E. Trent Avenue, Building #3, Suite A, Spokane Valley, Washington 99212, as "Contractor".

The parties agree as follows:

1. 2. 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 City's request for bids entitled Scaffolding Services for Scheduled Outages and Emergency Outages RFB #4235-16, and in accordance with the attached Contractor's quote dated March 8, 2016.
2. TIME OF PERFORMANCE. The Contract shall begin upon signing and run through December 31, 2016. Contract extensions shall be initiated at the discretion of the City and subject to mutual agreement.
3. LIQUIDATED DAMAGES. If work under this Contract is not completed within the time specified or within any agreed upon extension of time, the Contractor shall pay to the City as liquidated damages TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for each and every working day work is not completed. It is agreed that this sum is a reasonable forecast of actual damages for failure to complete work within the specified time.
4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination.
5. COMPENSATION. The City will pay THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) plus tax, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. PAYMENT. The Contractor will send its applications for payment to the Waste To Energy Facility (WTEF), 2900 South Geiger Boulevard, Spokane, Washington 99224-5100. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.
7. 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.**

8. **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.

9. **INSURANCE**. During the term of the Contract, the Consultant shall maintain in force at its own expense, the following insurance coverage(s):

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1,500,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Contract;
 - i. Acceptable supplementary Umbrella insurance coverage combined with Consultant's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least two (2) years after the Contract is completed.

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

10. 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.

11. 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, and each voucher claim submitted by a 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.

12. 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.

13. 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.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military

status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. 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.

16. 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.

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

18. 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.

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

20. 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.

21. 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 Consultant 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 Consultant 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.

22. 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.

23. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

24. 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 the Wastewater Management, and the Contract time and compensation will be adjusted accordingly.

Dated: _____

CITY OF SPOKANE

By: _____

DAVID C. CONDON

Title: Mayor, City of Spokane

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

SAFWAY SERVICES LLC

E-Mail address, if available: _____

By: _____

Title: _____

PAYMENT BOND

We, SAFWAY SERVICES, LLC , as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), 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 Scaffolding Services for Scheduled Outages and Emergency Outages RFB #4235-16. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

SAFWAY SERVICES, LLC,
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, SAFWAY SERVICES, LLC, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), 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 the work and furnish all materials for the Scaffolding Services for Scheduled Outages and Emergency Outages RFB #4235-16. 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 _____

SAFWAY SERVICES, LLC ,
AS PRINCIPAL

By: _____
Title: _____

AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

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

05/09/2016

Date Rec'd

4/22/2016

Clerk's File #

ORD C35386

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

LISA KEY 625-6187

Contact E-Mail

LKEY@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ORDINANCE / CITY'S COMPREHENSIVE PLAN

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance of the City of Spokane, Washington, suspending the acceptance of annual applications for amendments to the City's Comprehensive Plan until completion of the City's Comprehensive Plan 2017 period update, and deferring and suspending the

Summary (Background)

This proposed ordinance establishes that the 2016/2017 cycle will be "suspended" in lieu of the 2017 periodic update and clarifies that the City will not process applications to amend the comprehensive plan until the 2017/2018 cycle which commences on October 31, 2017. These applications will then become part of the 2017/2018 amendment cycle. If any pending applications in the 2015/2016 cycle are unable to be completed during 2016, they will be suspended and resume consideration during the

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

KEY, LISA

Division Director

KEY, LISA

Finance

KECK, KATHLEEN

Legal

RICHMAN, JAMES

For the Mayor

SANDERS, THERESA

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

PED 4/18/16

Distribution List

fperkins@spokanecity.org

lkey@spokanecity.org

tblack@spokanecity.org

jrichman@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

processing of applications which cannot be completed before December 31, 2016.

Summary (Background)

2017/2018 amendment cycle.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35386

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, SUSPENDING THE ACCEPTANCE OF ANNUAL APPLICATIONS FOR AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN UNTIL COMPLETION OF THE CITY'S COMPREHENSIVE PLAN 2017 PERIOD UPDATE, AND DEFERRING AND SUSPENDING THE PROCESSING OF APPLICATIONS WHICH CANNOT BE COMPLETED BEFORE DECEMBER 31, 2016, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 36.70A RCW ("GMA"), the City's Comprehensive Plan and development regulations are subject to continuing review and evaluation by the City; and

WHEREAS, the City is required under RCW 36.70A.130 to take legislative action to review and, if needed, revise its Comprehensive Plan and development regulations by June 30, 2017 to ensure the plan and regulations comply with the requirements of GMA (the "2017 Update"); and

WHEREAS, the City adopted Resolution RES 2013-0011 Public Participation Plan at a duly advertised public hearing on February 4, 2013 that is being used for the 2017 Update; and

WHEREAS, the City presently has significant resources devoted to completing the required 2017 Update; and

WHEREAS, GMA also requires the City to establish procedures and schedule whereby updates, proposed amendments, or revisions of the Comprehensive Plan are considered by the City no more frequently than once every year; and

WHEREAS, the annual process is guided by a number of principles including (i) keeping the plan responsive to the community, (ii) honoring the community's long-term investment in the Comprehensive Plan through neighborhood planning processes, (iii) encouraging development that enables the entire community to prosper and reinforces a sense of place and feeling of community, in an ecologically, economically and socially sustainable manner, and (iv) requiring that proposed amendments result in a net benefit to the general public; and

WHEREAS, GMA generally requires all comprehensive plan amendment proposals to be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained, but also provides that, after appropriate public participation a county or city may adopt amendments or revisions to its comprehensive plan that conform with GMA whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with the growth management hearings board or with the court; and

WHEREAS, the City Council considered this Ordinance suspending acceptance of applications and processing of annual site-specific comprehensive plan amendment applications at a duly noted public hearing on May 9, 2016, and received public testimony from interested parties, considered all the written and oral arguments and testimony; and

WHEREAS, the City Council finds that suspending the acceptance and processing of annual comprehensive plan amendment requests is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act; and

WHEREAS, the City Council adopts the foregoing as its findings of fact, justifying its adoption of this ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF SPOKANE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Suspend. Chapter 17G. 020 of the Spokane Municipal Code is suspended for the 2016/17 cycle of annual comprehensive plan amendment and accompanying rezone requests. This suspension does not preclude out-of-cycle amendments, if an emergency exists, new territory is annexed into the City, or to resolve a truly obvious mapping error or an appeal of a comprehensive plan filed with the growth management hearings board or with the court. Upon completion of the 2017 Update, the annual review process will resume with the 2017/18 annual comprehensive plan amendments and accompanying rezone requests as outlined in Chapter 17G.020 SMC. When the review process resumes both consistent and inconsistent amendments will be considered.

Section 2. Pending Applications. If any pending 2015/16 annual amendment proposals (i.e., applications submitted under Chapter 17G.020 SMC on or before October 31, 2015) cannot, for any reason, be processed before December 31, 2016 in the current cycle of consideration, or are otherwise postponed/deferred to the next applicable amendment cycle, such proposals/applications will be deferred until the 2017/18 annual amendment cycle.

Section 3. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage.

ADOPTED BY THE CITY COUNCIL ON May ____, 2016.

Attest:

City Clerk

Mayor

Council President

Approved as to form:

Assistant City Attorney

Date

Effective Date



Agenda Sheet for City Council Meeting of:
04/25/2016

Date Rec'd	4/12/2016
Clerk's File #	RES 2016-0038
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	BRIAN SCHAEFFER 625-7000
Contact E-Mail	BSCHAEFFER@SPOKANEFIRE.ORG
Agenda Item Type	Resolutions
Agenda Item Name	1970 - UNMANNED AIR VEHICLES (UAV)

Agenda Wording

A resolution regarding the use of Unmanned Air Vehicles(UAV)to improve the safety to our personnel and the public in high risk situations.

Summary (Background)

The Fire Department continually looks for ways to improve safety to our personnel and the public. As a result of critical reviews of several recent high profile incidents where we were forced to place staff in high-risk situations, we began exploring ways to limit the risk to our personnel. We believe that the acquisition and use of unmanned air vehicles (UAV) that would be capable of reconnaissance before firefighters enter hazardous environments, would be a valuable asset to the tools we use.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHAEFFER, BRIAN	<u>Study Session</u>	PSC 3/21/2016
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	bschaeffer@spokanefire.org	
<u>For the Mayor</u>	SANDERS, THERESA	bwilliams@spokanefire.org	
<u>Additional Approvals</u>		korlob@spokanecity.org	
<u>Purchasing</u>			

RESOLUTION

A Resolution regarding the use of unmanned air vehicles to improve the safety to our personnel and the public.

Whereas, the Spokane Fire Department periodically encounters situations in responding to emergency calls where access to a site or event by firefighters is limited or extremely dangerous, and

Whereas, the limited use of UAVs by SFD would greatly assist in limiting safety concerns to firefighters, other responders, and the public, and

Whereas, SFD has reviewed the Council's directives in SMC Ch. 1.08 and has produced the attached Protocols for Use of UAVs by SFD, and

Whereas, SFD desires to purchase four UAVs for use pursuant to the attached Protocols,

Now, Therefore, the City Council hereby Resolves:

The SFD is hereby authorized to acquire and operate UAVs pursuant to the attached Protocols.

ADOPTED by the City Council this _____ day of April, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

UAV – UNMANNED AIRBORNE VEHICLES PROTOCOL

PURPOSE

Unmanned Airborne Vehicles will only be used under the authority of a Chief Officer during authorized Fire Department training and/or incidents where life-safety is threatened.

PROCEDURE

UAV's may be deployed by incident commanders where their capability has the potential to improve the safety of the responders and/or citizens in need of assistance.

- ✓ UAV's will be carried by on-duty Battalion Chief or other FD designated vehicles and will only be flown by qualified pilot(s) and observer(s).
- ✓ UAV's will not be affixed to a building or structure.

PROGRAM MANAGEMENT

The Operations Deputy Chief will manage the FAA Program as approved by the Fire Chief.

- ✓ Pilots will be selected by the Operations Deputy Chief with the desired priority to maintaining, at least, two qualified pilots per shift.
- ✓ Pilots will receive initial and ongoing training through the agreement with SkyFire or vendor authorized by the Fire Department.

PUBLIC RECORD

- ✓ All UAV recorded footage will be archived by the FD's AV/Media Technician and retained per City and State Law.
- ✓ Requests for video will go through routine public record request form/ process.
<https://my.spokanecity.org/administrative/public-records/>



Agenda Sheet for City Council Meeting of:
05/09/2016

Date Rec'd	4/26/2016
Clerk's File #	RES 2016-0044
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16817
Agenda Item Name	4490 SOLE SOURCE RESOLUTION FOR COMPRESSOR REBUILD AT WTE		

Agenda Wording

Sole source resolution for contract with Rogers Machinery Co. Inc. of Spokane Valley for repair and remanufacturing of Cameron Compressor at the WTE.

Summary (Background)

The Cameron Compressor at the WTE is in need of remanufacture. This compressor is necessary for the operation of the WTE. Rogers Machinery Co. Inc. is the only authorized distributor for parts, equipment and service for this compressor in Washington, Oregon, and Idaho. The cost for rebuilding this compressor is \$150,000.00, and will be more cost effective than purchasing a new unit. After rebuild, this compressor will provide several more years' operation at the WTE.

Fiscal Impact		Budget Account	
Expense	\$ 150,000.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 4/25/16
Division Director	GIMPEL, KEN	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsalstrom@spokanecity.org	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

A new compressor with the same capacity would be approximately \$254,800.00, not including installation

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

Distribution List

SOLE SOURCE RESOLUTION

A RESOLUTION declaring Rogers Machinery Co. Inc. (Spokane Valley) a sole source provider and authorizing the repair/rebuild services for the City Waste To Energy Facility's (WTEF) Cameron Compressor for \$150,000.00, without public bidding.

WHEREAS, the City of Spokane has taken in-house the operation and maintenance of Spokane's Waste To Energy Facility (WTEF), previously operated by a private sector company - Wheelabrator; and

WHEREAS, The WTEF's compressor is from the Original Equipment Manufacturer (OEM), identified as Cameron; and

WHEREAS, As the OEM of these types of compressors, Rogers Machinery Co. Inc., is the only authorized distributor for parts, equipment and service for this compressor in Washington, Oregon, and Idaho; and

WHEREAS, the cost for rebuilding this compressor is \$150,000.00, and will be more cost effective than purchasing a new unit, and after rebuild, this compressor will provide several more years' operation at the WTEF; and

WHEREAS, A new compressor with the same capacity would be approximately \$254,800.00, not including installation; and

WHEREAS, this Resolution is to memorialize the City's need for Cameron Compressor being declared as sole source repair/rebuild and installation supplier from Rogers Machinery Co. Inc., and correctly identify them as a sole source provider to the WTEF; and

WHEREAS, the cost of the replacement parts exceeds the 2016 minor contract threshold of \$48,700.00 for these services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the Cameron Compressor repair work for the City's WTEF from Rogers Machinery Co. Inc. a sole source purchase; and

BE IT FURTHER RESOLVED that the City Council authorizes the repair/rebuild and installation services for the City Waste To Energy Facility's (WTEF) for its Cameron Compressor from Rogers Machinery Co. Inc. (Spokane Valley) for \$150,000.00, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

16-493

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
April 25, 2016

Subject

Sole source resolution for contract with Rogers Machinery Co. Inc. (Spokane Valley) for repair and remanufacturing the Cameron Compressor at the WTE.

Background

The Cameron Compressor at the WTE is in need of repair and remanufacture. This compressor is necessary for the operation of the WTE. Rogers Machinery Co. Inc., is the only authorized distributor for parts, equipment and service for this compressor in Washington, Oregon, and Idaho.

Impact

The cost for rebuilding this compressor is \$150,000.00, and will be more cost effective than purchasing a new unit. After rebuild, this compressor will provide several more years' operation at the WTE. A new compressor with the same capacity would be approximately \$254,800.00, not including installation.

Action

Recommend approval of this sole source resolution and contract.

Funding

Funding for this contract is included in the 2016 operations budget for the WTE.

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

04/18/2016

Date Rec'd

4/4/2016

Clerk's File #

ORD C35379

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 SUSTAINABLE PUBLIC BUILDINGS ORDINANCE

Agenda Wording

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

Summary (Background)

This ordinance will require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

STUCKART, BEN

Study Session**Division Director****Other**

Public Works

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

Katherine Miller

For the Mayor

SANDERS, THERESA

Tyler Whitney

Additional Approvals

Ed Lukas

Purchasing

ORDINANCE C35379

An ordinance relating to sustainable public building standards for Capital Improvement Projects; amending section 07.17.020 of the Spokane Municipal Code and enacting new sections 12.05.005 and 12.05.030 to the Spokane Municipal Code.

WHEREAS, enormous quantities of resources are used during building construction, renovation, and operation, the production of which has substantial environmental impacts; and

WHEREAS, reducing the environmental impact of the construction, operation, and maintenance of publicly-funded facilities will save taxpayer dollars each year because green buildings operate more efficiently by using less energy, water, and fossil fuels; and

WHEREAS, the City of Spokane, through the “greening” of facilities, can support the local market for green building products and services, and raise the bar for the construction and operation of sustainable buildings; and

WHEREAS, the adoption of a Sustainable Public Buildings Standard for Capital Projects is consistent with and implements the City’s Sustainability Action Plan and Comprehensive Plan; and

WHEREAS, the United States Green Building Council has created and administers a rating system which is used to assess multiple areas of construction, such as existing buildings and commercial interiors, referred to as Leadership in Energy & Environmental Design (“LEED”); and

WHEREAS, the state of Washington requires that many new public buildings meet LEED standards, as do the cities of Bellingham, Everett, and Seattle, King County, and the federal government.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.17.020 of the Spokane Municipal Code is amended to read as follows:

Section 07.17.020 Scope of City-Wide Six Year Capital Improvement Program

- A. The City-wide Six-Year Capital Improvement Program shall coordinate the planning, financing and construction of the City’s capital facilities consistent with the following guidelines.

1. The City-wide Six-Year Capital Improvement Program shall encompass all City capital facilities projects regardless of the revenue source.
2. Elements of the City-wide Six-Year Capital Improvement Program shall include the Six-Year Comprehensive Street Program, the Six-Year Comprehensive Wastewater Program and the Six-Year Comprehensive Water Program, as well as Six-Year Capital Improvement Programs submitted by each City department projecting the department's respective capital facilities needs, including estimated costs and proposed methods of financing, for at least the subsequent six years.
3. The City-wide Six-Year Capital Improvement Program shall include the necessary maintenance, rehabilitation, and renovation of existing capital facilities.
4. The City-wide Six-Year Capital Improvement Program shall prioritize consistency with the City's Comprehensive Plan and Sustainability Action Plan, including, but not limited to the adaptive reuse of suitable existing buildings. When adaptively reusing existing buildings, these facilities shall be renovated to the ~~((highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period or the forecast life of the building, whichever is less.))~~ Sustainable Public Building Requirements specified in SMC 12.05.030.
5. Should it be necessary to build new public facilities, these facilities shall be constructed to the ~~((highest defined energy conservation standard justified by a net present value analysis of capital and forecast energy costs over a thirty year period.))~~ Sustainable Public Building Requirements outlined in SMC 12.05.030.
6. The City-Wide Six-Year Capital Improvement Program is intended to be an evolving document reflecting the current status of financing, planning and implementation of the City's Capital Facilities Plan with the intent that the programs be revised as the City completes certain projects and adds new projects.

Section 2. That there is adopted a new section 12.05.005 of the Spokane Municipal Code to read as follows:

Section 12.05.005 Definitions

- A. "Conditioned Space" means an enclosed space within a building where there is intentional control of the space thermal conditions within defined limits using natural, electrical, or mechanical means. Spaces that do not have heating or cooling systems but rely on natural or mechanical flow of thermal energy from adjacent spaces to maintain thermal conditions within defined limits are considered conditioned spaces.

- B. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- C. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. That there is adopted a new section 12.05.030 of the Spokane Municipal Code to read as follows:

Section 12.05.030 Sustainable Public Buildings Requirements

- A. It is the intent of the City of Spokane to plan, design, construct, manage, renovate, operate, maintain, and decommission its buildings in an environmentally sustainable and economically efficient manner.
- B. All Capital Improvement projects constituting new construction, an addition, or renovations that involve substantial modification to all three of the major systems – mechanical, electrical, and plumbing - of a City-owned building and impacting 5,000 or greater gross square feet of conditioned space shall meet a minimum LEED Silver rating through the U.S. Green Building Council or comparable scoring system unless the City Council, by resolution, determines it not practicable due to available resources, construction costs, and life-cycle costs.
- C. If the City Council determines it not practicable to pursue LEED Silver rating, the Capital Improvement project shall continue to pursue the maximum number of LEED credits or comparable scoring system, reasonably achievable for the covered project.
- D. All Capital Improvement projects qualifying for LEED certification shall be registered through the U.S. Green Building Council or comparable scoring system, unless the City Council, by resolution, determines it not practicable due to overall project costs.
- E. All City departments shall seek opportunities to maximize the energy and water efficiency of existing City-owned buildings, consistent with the City's Sustainability Action Plan.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Subject

Adopting an ordinance to require the City to seek and obtain LEED Silver Certification from the United States Green Building Council, or equivalent scoring system, on new public building construction projects impacting 5,000 square feet or more of conditioned space and on major renovations which include improvements to mechanical, plumbing, and electrical systems in a building 5,000 square feet or more of conditioned space.

Background

The City of Spokane has multiple planning documents and policies that outline the desire for public buildings to be operationally efficient and effective. These documents include:

Chapter 5 Capital Facilities and Utilities of the City of Spokane's Comprehensive Plan

Policy 1.2 Operational Efficiency

"Require the development of capital improvement projects that either improve the city's operational efficiency or reduce costs by increasing capacity, use, and/or life expectancy of existing facilities."

City of Spokane Sustainability Action Plan

Strategy 5: Conserve Water Everywhere

5-C: *Develop innovative projects for water reuse and conservation on and in City properties and buildings.*

5-F: *Review and revise City policies, codes, ordinances and programs to allow for and incentivize best practices and innovation in water conservation.*

Strategy 6: Maximize Energy Efficiency

6-A: *Model leading practices by developing and implementing specific plans for reducing and managing energy use in all City operations.*

6-B: *Move toward carbon-neutral operations in all new and retrofit construction involving City facilities.*

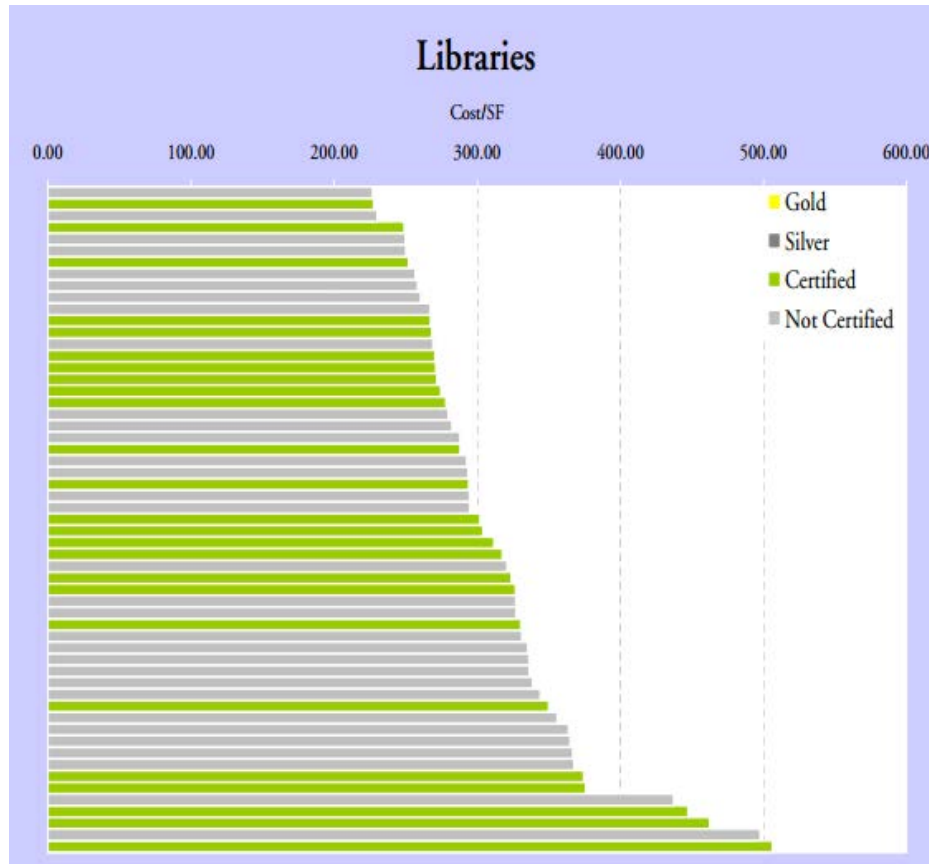
LEED/U.S. Green Building Council: By utilizing LEED/U.S. Green Building Council, an independent national third-party would be responsible for verification of performance. Some jurisdictions rely on other third-party systems, such as Energy Star or Green Communities.

Costs: Costs associated with pursuing LEED Silver certified buildings include: LEED certification fees, consultation costs, and possible increased construction costs specific to meeting LEED standards.

A study for California's Sustainable Building Task Force found that a minimal up-front investment of about 2% of construction costs typically yields life cycle savings of over ten times the initial investment. Source: The Costs and Financial Benefits of Green Buildings – Report to California's Sustainable Building Task Force (2003)

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

“There is no significant difference in average costs for green buildings as compared to non-green buildings”. In a study of 57 libraries, 25 seeking LEED certification and 32 not seeking certification, there was no significant difference between the costs of projects seeking LEED certification versus the projects not seeking certification. In fact, the LEED buildings tended to fall on the lower cost/SF end of the 57 libraries as seen by the graph below.



Source: “Cost of Green Revisited” – Davis Langdon (2006)

The cost premium for LEED certified buildings are often found in periods or areas of high construction demand and limited competition. This can lead to a shortage of bids including bids by inexperienced contractors who may view these onerous and bid high to account for the perceived risk (Langdon).

Savings/Benefits: Savings come from annual utility savings from reduced water and energy use.

Other jurisdictions

The City of Spokane would join Pacific Northwest jurisdictions of Seattle, Everett, Bellingham, Eugene, Portland, West Linn, King County, and Whatcom County.

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

The City of Spokane Valley is building their new City Hall building to LEED Standards but have chosen not to pursue the certification.

The State of Washington was the first US state to adopt a LEED Silver Standard for all public facilities greater than 5,000 square feet.

Understanding LEED

Projects can receive Sustainable Site ‘credits’ for a number of factors including: density, brownfield redevelopment, public transportation access, erosion control plans, bicycle storage, changing rooms, providing preferred parking for electric/alternative-fueled vehicles (or provides a fleet of alternatively fueled vehicles), reduced site disturbance, strategies to maximize open space, stormwater management, reducing the heat island effect, light pollution reduction

Projects can receive Water Efficiency ‘credits’ for water efficient landscaping, low-flow and waterless flush fixtures/innovative wastewater technologies, and water use reduction techniques.



Source: Water-efficient fixtures around City Hall

Projects can receive Energy and Atmosphere ‘credits’ for the commission of the building energy systems, refrigerant management, energy performance optimization (energy load reduction/improved equipment efficiency), and utilizing renewable energy and green power strategies onsite.

Projects can receive Materials and Resources ‘credits’ by incorporating recycled materials, reuse of a building, diversion of waste from landfills through construction waste management, reuse of materials, use of recycled content, use of local materials, and use of certified wood.

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Projects can receive Indoor Environmental Quality ‘credits’ by prohibiting smoking in the building, outdoor air delivery monitoring, increasing ventilation, use of low-emitting materials, lighting control, thermal comfort control, and maximizing daylight penetration to the building

‘Credits’ can also be earned for Innovation and Design Process.

Impact

This ordinance takes a step forward in implementing and codifying Sustainability Action Plan and Comprehensive Plan strategies.

By incorporating these energy and resource-efficient practices into our capital facilities projects, we are reducing the environmental impact of construction-related activities while providing savings to our taxpayers.

The construction of capital facilities is also an investment in our City employees. Utilizing these building principles will provide our employees with healthy places to work, which reduces absenteeism, turnover, and improves worker performance.

Action

Requesting City Council approval.

Funding

Refer to the 2015-2020/2016-2021 Citywide Capital Improvement Program

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Local LEED Certified or Designed Buildings

Northeast Community Center Addition – LEED Silver



Spokane Public Radio – Designed to meet LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Lincoln Heights Elementary – LEED Gold



STCU Moran Prairie – Designed for LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Washington State University Biomedical & Health Sciences Building – LEED Silver



The Davenport Grand Hotel – LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Falls Community College Science Building – LEED Gold



Spokane Community College Technical Education Building – LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Falls Community College Music Building – LEED Silver



Spokane Central Service Center – Complies with LEED Silver criteria



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Spokane Convention Center Expansion – LEED Silver



BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Local Firms & Labor Organizations with LEED project experience:

- Vandervert Construction – *“Based on our experience, seeking LEED Silver or higher on new capital construction projects (over 5,000 SF) could provide long term benefits for the City of Spokane. The sustainable design and improved energy efficiency would be the biggest benefits. In terms of potential obstacles, there will be some additional time, administration support, and increased construction costs associated with the pursuit of LEED Silver certified projects. A key component for any project that seeks a level of LEED certification is to engage in a LEED consultant as early as possible to help navigate the design and LEED process right from the start.”* – Klint Kimball, Chief Estimator
- TestComm – *“LEED has brought beneficial change to the construction industry. And certain aspects are now business as usual. But the administrative cost has restricted its usefulness for all projects all the time.”* – Jerry Ensminger, Manager
- IRS Environmental – *“Our main scope of work on renovation/demolition jobs is to provide asbestos/lead/hazardous waste abatement. We have participated in many LEED projects over the years and have not had any major issues at all. LEED requires that GOOD Accurate records are kept for the disposal or recycling of waste from the projects, this is something we do on a regular basis so from our standpoint it’s just another layer of paperwork that we need to provide to the client. Not much of a problem in the long run at all.”* – Carl Burnham, Vice President
- Cement Masons & Operative Plasterers Local 72 – *“[LEED projects] actually helps us. Concrete construction, especially floor polishing, does work on LEED projects.”* – Jim Geren, Business Manager
- Plumbers & Pipefitters Local 44 – *“I think Sustainable Public Buildings is a great idea and worthwhile idea. Silver certification is great place to start...”* – Pat Perez, Business Manager
- Walker Construction – *“we have done them and they haven’t been too problematic. Most LEED requirements are met with clever enough spec writing.”* – Bill Walsh, Project Manager
- Graham Construction & Management
- Taylor Engineering
- Lewis Construction and Development
- TD&H Engineering
- Lydig Construction
- SRM Development
- Garco
- McKinstry
- Bernardo Wills
- Bouten Construction
- Baker Construction
- MSI Engineers
- Stantec
- Leone & Keeble
- DCI Engineers
- Cobra BEC
- Copeland Architecture and Construction
- OAC

among many others....

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Other jurisdictional experiences with sustainable public buildings policies:

Everett Washington

The City of Everett has built one project since their sustainable buildings ordinance was adopted in 2007. That building (Municipal Court) achieved LEED Silver.

* Source: Chris Lark, City of Everett

Seattle Washington (passed in 2002)

The City of Seattle had 18 City of Seattle LEED Certified Projects from 2003-2010.

Environmental Benefits Include:

- 47,100 tons of construction waste diverted
- 1,062,180 gallons of stormwater reduced per year
- 4,368,100 gallons of potable water saved per year
- 765,455 kilowatt hours of electricity saved per year
- 12,876,500 CO2 emissions reduced per year

The City of Seattle found while measuring 7 LEED projects that the soft costs (certification/consultation fees) ranged 0.47% to 1.31% of overall project cost.

Source: Mayor's Recommendations: Sustainable Buildings and Sites Policy – City of Seattle (2011)

“Looking back at the reports that I have received for projects in the last 2-3 years, construction premiums reported for LEED related costs have ranged from 0.05% to .56%, with projected annual utility savings (energy & water) of \$2,000 to \$6,000/yr. These are all LEED Gold Fire Station projects ranging from 8,000 to 20,000 sq.ft. A LEED Gold Transfer Station had a 0% construction premium and projected utility savings of \$56,000/yr. We have a recently completed 10,000 sq.ft. Platinum Fire Station that had a 5% premium, with savings projected at \$9,700/yr”
– Sandra Mallory, Sustainable Building Program Manager for City of Seattle

Eugene Oregon

The City of Eugene has pursued and obtained over \$2 million in energy efficiency incentives to support efficiency upgrades in their city buildings. Over 100 separate incentives, ranging in size from \$50 to \$150,000, have been applied for and received by the City of Eugene since 1995.

Source: City of Eugene Oregon Website – Energy Management Program

Portland Oregon

The City of Portland adopted their “Green Building Policy” in 2001. They subsequently updated their policy in 2005, 2009, and 2015 – making it stronger each year. From 2005-2009, the City of Portland built three new buildings which would fall under their Green Building Policy. One project received LEED Platinum, one project received LEED Gold, and the other project was LEED Certified – despite being financed prior to adoption of the Portland’s 2005 standards.

Source: City of Portland Green Building Policy Status Report 2005-2009

Anchorage Alaska

For more information: Adam McDaniel, Senior Executive Assistant to Council President Ben Stuckart

509-625-6269

amcdaniel@spokanecity.org

Final, Recv'd 4-28-16

BRIEFING PAPER
Public Works Committee
Spokane City Council
April 11, 2016

Adopted an initial LEED Certified policy in 2008 with the minimum level increasing to LEED Silver in 2012. Their ordinance allows an appeal to the Building Board of Appeals in cases where not economically feasible. “new public buildings may experience higher design and construction costs which will be more than offset by permit fee reductions and lower operating costs over the life of the building, resulting in a net economic gain for public buildings.” Source: Municipality of Anchorage Summary of Economic Effects – General Government (Fiscal Note) Anchorage repealed their ordinance in 2011 after inserting their sustainability requirements into their building code. Source: Ross Noffsinger, City of Anchorage

Asheville North Carolina

Adopted their LEED Standards policy in 2007 which requires buildings over 5,000 square feet to achieve LEED Gold but strive for LEED Platinum (the highest standard). The City of Asheville’s newest public building, the Dr. Wesley Grant Sr. Southside Center, achieved LEED Platinum. The Center is most easily recognized by its roof, the shape of which channels rainwater into sediment reducing ponds and cisterns as well as the roof gardens. It employs energy-efficient windows, geothermal temperature regulation and energy conserving insulation. Source: City of Asheville Website/Asheville City Source

State of Washington

The biennial legislative report by the Department of Enterprise Services had the following findings on the state’s High Performance Green Buildings Law (RCW 39.35D):

- Achieving LEED certification does not always cost more; the range is -.7 percent to + 3.0 percent of the total project first cost. This can be offset with facilities operating savings and user comfort with improved employee productivity results.
- Estimated energy savings range from 19 to 50 percent. The payback for LEED related costs is estimated between 0 and 33 years with the average being 15 years for 75 percent of the projects where complete data is available.
- Construction waste recycling practices used on 10 projects diverted more than 7,500 tons (94 percent) of construction debris from landfills.

“ Buildings are typically designed for people. If a building fails to provide a healthy work or learning environment, then it has failed its primary purpose. Yet many buildings can cause “sick building syndrome” where occupants are made sick by the building’s products or systems. Symptoms include headaches, dizziness, forgetfulness, nausea and drowsiness. The syndrome can affect productivity and, in extreme cases, result in lawsuits against the State” – Washington Department of Enterprise Services .

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

04/18/2016

Date Rec'd

4/6/2016

Clerk's File #

ORD C35380

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BEN STUCKART 6256269

Project #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 INITIATIVE & REFERENDUM UPDATES

Agenda Wording

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

Summary (Background)

Please see the attached briefing paper that summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

STUCKART, BEN

Study Session**Division Director****Other**

CHE

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C35380

An ordinance relating to initiatives and referendums; amending sections 2.02.020, 2.02.030 2.02.040, 2.02.055, 2.02.060, 2.02.070, 2.02.090, 2.02.110, 2.02.115, 2.02.130, and 2.02.140 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That section 2.02.020 of the Spokane Municipal Code is amended to read as follows:

2.02.020 In General

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, may petition the city council, under the authority of the Spokane City Charter, Article IX, section 82, to ordain a proposed measure, either an ordinance or a charter amendment. The resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 2. That section 2.02.030 of the Spokane Municipal Code is amended to read as follows:

2.02.030 Filing of Initiative Measure

- A. In order to facilitate the processing of a proposed initiative measure, a petitioner shall file the proposed measure with the city clerk.
- B. The proposed measure must contain the ((mailing)) street address of the petitioner and telephone number of the petitioner or petitioner's representative, as well as the name, street address, telephone number, email address, and state or city business registration of any signature-gathering firm commissioned by the petitioner to gather signatures for the measure.
- C. The city clerk must immediately transmit a copy of the proposed measure to the city attorney.
- D. Within two weeks after receiving the measure, the city attorney prepares, after consultation with the petitioner(s), a ballot title and summary of the measure and files them with the city clerk.
 - 1. The ballot title shall consist of:
 - a. a statement of the subject measure, which must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words;
 - b. a concise description of the measure, which must be a true and impartial description of the measure's essential contents; clearly

identify the proposition to be voted on; to the extent reasonably possible, not create prejudice either for or against the measure; and not exceed seventy-five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law; and

c. a question.

~~((2. The statement of the subject measure must be sufficiently broad to reflect the subject of the measure, sufficiently precise to give notice of the measure's subject matter, and not exceed ten words.))~~

~~((3. The concise description must be a true and impartial description of the measure's essential contents, clearly identify the proposition to be voted on, to the extent reasonably possible, not create prejudice either for or against the measure and not exceed seventy five words. When practicable, the question posed by the ballot title is written in such way that an affirmative answer to the question and an affirmative vote on the measure would result in a change in the law.))~~

~~((4))~~2. The summary of the measure should be a clear and concise statement not to exceed one hundred fifty words.

~~((5))~~3. Neither ((The)) the ballot title ((and)) nor the summary of the measure ((shall not be)) may contain language or graphic elements which are argumentative or are reasonably likely to create prejudice for or against the measure.

- E. In addition to preparing the ballot title and summary of the measure, the city attorney shall review the proposed measure for such matters as form and style. The city attorney shall edit the measure as necessary to correct obvious typographical errors, conform the language to Spokane Municipal Code format and style, or eliminate ambiguity. Any such editorial revisions are made on a separate sheet from the measure as submitted and clearly identified. All editorial revisions shall be provided to the sponsor and the city clerk at the same time the city attorney files the ballot title and summary of the measure with the city clerk.
- F. Upon receipt of the ballot title and summary of the measure from the city attorney, the city clerk assigns ((a)) an initiative number by which the measure is identified. The city clerk affixes the ballot title and summary to the original of the proposed measure or the measure as revised pursuant to this section, inscribes the identifying number upon it and retains it in the official file.
- G. The city clerk must immediately furnish a copy of the proposed measure with its ballot title and summary to the sponsor, along with the form of the petition sheet ~~((and prepare a report to the city council for the next agenda))~~.

- H. When the proposed measure, ballot title, summary, petition form, and number by which the measure is identified are all in final form such that they comply with this chapter, the city clerk shall prepare a report to the city council for the next agenda.

Section 3. That section 2.02.040 of the Spokane Municipal Code is amended to read as follows:

2.02.040 Council Action on Initiative Measure

- A. Upon receiving the report regarding an initiative from the city clerk, the city council may pass the measure as proposed, reject the initiative measure and propose another one dealing with the same subject to be considered as council legislation, or submit the initiative measure to the voters on its own motion.
- B. If the city council does not ~~((take either action set for in subsection (A)))~~ pass the measure as proposed or submit the initiative measure to the voters, the initiative and the ballot title and summary of the measure shall be forwarded by the city clerk to the city hearing examiner who shall issue a formal written opinion as to the legal validity and effect of the proposed measure to the city council, city clerk, and initiative measure sponsor ((- Within)) within fourteen days of receiving the initiative measure from the city clerk ~~((, the hearing examiner shall file his written opinion with the city council and the city clerk with a copy provided to the initiative measure sponsor))~~.
- C. Within seven days of receipt of the hearing examiner's written opinion, the initiative measure sponsor shall notify the city clerk in writing of the sponsor's decision to proceed with collecting signatures for the initiative measure or to revise the initiative measure based upon the hearing examiner's written opinion. If the sponsor elects to proceed with gathering signatures, the time period to collect and file petition signatures set forth in SMC 2.02.055 shall begin to run from the date the sponsor's written decision is filed with the city clerk. The sponsor shall provide the city clerk with a copy of the petition sheet the sponsor shall use for the collection of signatures. If the sponsor elects to revise the initiative measure based on the opinion of the hearing examiner, the city council shall discontinue processing the originally filed initiative measure. The initiative sponsors may file a revised initiative measure, which shall be submitted to the city clerk's office pursuant to SMC 2.02.030.

Section 4. That section 2.02.055 of the Spokane Municipal Code is amended to read as follows:

2.02.055 Petition Signatures

- A. Prior to circulation for signatures, an initiative petition shall have received an assigned initiative number from the city clerk's office and a written opinion from the hearing examiner regarding the legal validity and effect of the proposed measure; and the petition sponsor shall have informed the city clerk of the sponsor's decision to proceed with collecting signatures and provided the city clerk with a copy of the petition sheet, both pursuant to SMC 2.02.040.
- B. Signed petitions must be filed with the city clerk in a single batch by the petition sponsor or a representative designated as such in writing by the petition sponsor ((with the city clerk)) within three hundred sixty-five days from the date the sponsor files a written decision to proceed with the signature gathering pursuant to SMC 2.02.040. If the three hundred sixty-fifth day lands on a Saturday, Sunday, or a legal holiday, the petitions may be filed on the next succeeding day which is not a Saturday, Sunday, or a legal holiday. Petition signatures submitted after the three hundred sixty-fifth day will not be accepted by the city clerk's office.
- C. ~~The sponsor of the initiative may submit additional petition signatures at any time during the three hundred sixty-five day period until a sufficient number of signatures have been validated to place the measure on a ballot; however, if the additional))~~ Additional petition signatures ~~((are submitted later than one hundred twenty calendar days prior to the next election, the measure, if otherwise valid, will be placed on the ballot at the next appropriate election pursuant to section 82 of the City Charter))~~ shall not be accepted and shall be immediately returned to the initiative sponsor.
- ~~((D. —Petition signatures collected after the three hundred sixty-five day period will not be counted towards a previously filed initiative.))~~
- ~~((E))~~ D. A person who has signed an initiative petition may withdraw his or her signature from a petition by submitting to the city clerk a written request for the withdrawal of the signature up to the time the clerk is directed by the city council to validate the signatures.

Section 5. That section 2.02.060 of the Spokane Municipal Code is amended to read as follows:

2.02.060 Form of Initiative Petition

- A. It is the obligation of the sponsor of the measure to print petitions for circulation of the proposed initiative measure. The sponsor is responsible to conform the petition to the requirements of this chapter as to form and content, to determine the number of signatures required, and to print enough petition sheets to accommodate sufficient signatures.

- B. The paper used for the petition sheets must be of sufficient weight and quality to accommodate printing and writing on both sides. Paper size should be between eight and twelve inches wide and between eleven and eighteen inches long. Printing should be no smaller than ten-point face, except that the full text of the measure may be in smaller type if necessary to allow the entire petition to be on a single sheet of paper. For reasons of length of text or other practical necessity, the specifications of this section may be adjusted as the sponsor and city clerk may agree.
- C. The measure must be typed or printed and be in the form of an ordinance, with a title and the entire text of the section(s) proposed to be added, amended or repealed. When the proposed measure would amend existing law, the text shall be in the following format:
1. Language to be deleted is set forth in full and enclosed in double parentheses or brackets and may be lined out by hyphens.
 2. New language to be added is underlined, unless an entire new section or subsection is being added; and
 3. Deletions of existing language precede additions of new language.
- D. The mandatory and exclusive elements of the petition sheet are:
1. a warning to potential signers regarding possible election law violations;
 2. a heading;
 3. horizontal lines numbered 1- 20 for the entry of data under ~~((four))~~ vertical columns (or ~~((four))~~ boxes);
 4. the full text of the measure;
 5. the name and street address of the sponsor (political committee representative or individual legal resident);
 6. the number of the measure; ~~((and))~~
 7. a ballot title and summary of the measure; and
 8. the signed declaration of the signature gatherer in the form provided in paragraph E below.
- E. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) (Date)

~~((E))~~F. The warning, heading, initiative number, body of the petition containing the ballot title, ~~((and summary of the measure, and))~~ numbered signature lines, summary of the measure and declaration of the signature gatherer must appear in that order on the front of each petition sheet. The ~~((other elements))~~ full text of the measure may be located on the front or the back of the petition sheet as the sponsor determines.

G. An initiative petition shall only include language and provisions set forth in Chapter 2.02 SMC and may not be altered after being assigned an initiative number by the city clerk pursuant to SMC 2.02.030. The sponsor may only modify the format of the petition sheet to accommodate the size of the petition sheet and the font of the print consistent with SMC 2.02.060 and may not alter the substance of the text or include additional information. Any petition sheet that includes additional information beyond what was included on the initiative petition sheet submitted to the city clerk pursuant to SMC 2.02.030(D) and (E) and which had been assigned an initiative number shall be disregarded, and the petition signatures on that sheet shall not be included in the tabulation for validation.

~~((F))~~H. Each sheet of the petition must be in substantially the following form:

WARNING

~~((Under Washington State law every))~~ Every person who signs ~~((an initiative or referendum))~~ this petition with any other than his or her true name, knowingly signs more than ~~((once))~~ one of these petitions, ~~((or))~~ signs this petition when he or she is not a legal voter ~~((; or signs a petition when he or she is otherwise not qualified to sign))~~, or ~~((who))~~ makes any false statement on ~~((such))~~ this petition may be ~~((guilty of a misdemeanor))~~ punished by fine or imprisonment.

INITIATIVE PETITION TO THE SPOKANE CITY COUNCIL

[INITIATIVE NO. _____]

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed ordinance [known as Initiative No. _____], a full, true and correct copy of which is printed herein, be passed without alteration by the Spokane City Council, or be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal elections. [If submitted to election the proposed ordinance shall appear as the following proposition:

(ballot title)

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	((RESIDENCE)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)	((DAYTIME PHONE (optional)))	((CHECK IF REGISTERED ADDRESS IS DIFFERENT))
1.				
20.				

((etc.))) (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both.

(Signature) (Date)

(full text of measure)

Section 6. That section 2.02.070 of the Spokane Municipal Code is amended to read as follows:

2.02.070 Filing of Initiative Petition

- A. The sponsor of the initiative measure must file or cause to be filed with the city clerk, in a single batch, the sheets of the petition no later than one hundred ((twenty)) fifty calendar days prior to the date of the next general or special election upon which the initiative measure is to be placed.
- B. The city clerk must immediately file a copy of the proposed measure with the city attorney.
- C. The city clerk must immediately tally the signatures on the petition submitted to determine if it appears to bear the requisite number of signatures of registered

voters of the City of Spokane as required by the Charter.

- D. At the next meeting the city clerk makes a report to the city council on the petition and the preliminary tally of signatures, stating what percentage of the votes cast at the last preceding general municipal election the tallied signatures represent. The city clerk also files with the council members a sample sheet of the petition.
- E. An initiative may not be withdrawn or discontinued once the signature petitions have been submitted to the city clerk.

Section 7. That section 2.02.090 of the Spokane Municipal Code is amended to read as follows:

2.02.090 Validation of Signatures

- A. If directed by the city council, the city clerk without delay makes arrangements with the county auditor, as ex-officio supervisor of elections, to ~~((gain access to the voter registration rolls))~~ validate the petition signatures to determine if the petition bears the minimum number of valid signatures of registered voters of the City of Spokane as required by City Charter.
- B. For the purpose of determining the validity of the signatures on the petition, the city clerk requests the county auditor to employ ~~((s))~~ the same standards established under state law for validation of signatures.
- C. Once a certificate of the validation process has been issued to the city clerk by the county auditor revealing the number of validated signatures so tallied, ~~((T))~~ the city clerk calculates what percentage that number is of the votes cast at the last preceding general municipal election. ~~((immediately tallies the number of signatures as revealed by the process of validation.))~~ If sufficient, ~~((A))~~ at the next meeting, the city clerk makes a report to the city council concerning the number of validated signatures so tallied and what percentage that number is of the votes cast at the last preceding general municipal election.

Section 8. That section 2.02.110 of the Spokane Municipal Code is amended to read as follows:

2.02.110 Publicity

- A. If the city council votes to grant an initiative petition and enact the proposed ordinance, the ordinance is published in the *Official Gazette* upon passage in the ordinary course. ~~((If the city council determines an initiative petition is, in its opinion, legally invalid, the decision to place the petition on file is reported in a newspaper of general circulation.))~~
- B. In case the measure would amend the charter or adopt a new or revised charter, then, in addition, the measure is published in the newspaper having the largest general circulation within the city once each week for four weeks next preceding the day of the election.

- C. In addition to the summary of the proceedings of the city council, which appears weekly in the *Official Gazette*, Washington law requires that notices of municipal elections be given by the county auditor.
- D. Pursuant to section 86 of the City Charter, the city clerk shall publish every proposed or referred ordinance in each number of the *Official Gazette* issued within fifteen days before the date of the election; and shall give such other notices and do such other things relative to such election, as may be required by law.

Section 9. That section 2.02.115 of the Spokane Municipal Code is amended to read as follows:

2.02.115 Appeal of Ballot Title and Legal Challenge Regarding Legal Validity of Initiative Measure

- A. Any person, including the sponsor of an initiative measure or referendum, the city council or the city administration, dissatisfied with the ballot title prepared by the city attorney may file an appeal in superior court pursuant to RCW 29A.36.090 within ten days of the filing of the ballot title with the county auditor.
- B. No appeal of a ballot title or summary of the measure shall be filed by the city council unless at least five members of the city council vote to file the appeal.
- C. Either ~~((F))~~ the city council ~~((and))~~ or the city administration may ~~((only))~~ initiate a legal challenge to an initiative or referendum measure as illegal, ~~((or))~~ unconstitutional or other legal grounds but only after ~~((it))~~ the city council has adopted a resolution directing the county auditor to place the measure on the ballot. No challenge shall be filed by the city council unless at least five members of the city council vote to challenge the initiative or referendum measure. Any pre- or post- election legal challenge shall comply with the current jurisprudence addressing those challenges.

Section 10. That section 2.02.130 of the Spokane Municipal Code is amended to read as follows:

2.02.130 Commencement of Referendum

A legal resident of the City of Spokane or a political committee as defined in RCW 42.17A.005(37), whose mailing address is in the City of Spokane and whose campaign manager, treasurer, or committee officer(s) is a qualified, registered elector in the City of Spokane, begins the referendum process by requesting from the city clerk the assignment of a referendum number and identifying the ordinance, or section(s) thereof, sought to be referred. If the ordinance has not yet taken effect, then the clerk assigns the measure a number and furnishes to the sponsor a copy of the ordinance. The

resident or political committee representative sponsoring the proposed measure shall provide a notarized statement with appropriate supporting documentation to the city clerk at the time the measure is filed verifying that the requirements of this section have been met.

Section 11. That section 2.02.140 of the Spokane Municipal Code is amended to read as follows:

2.02.140 Form of Referendum Petition

- A. The mandatory and exclusive elements and requirements of a referendum petition are the same as for an initiative petition as set forth in SMC 2.02.060 except that:
1. there need not be a ballot title; and
 2. the full text of the measure is the full text sheet that accompanied the ordinance when it passed the city council.
- B. Every petition sheet must include the printed name and signed declaration of the signature gatherer. All petition signatures on a petition sheet that does not include the declaration statement signed by the signature gatherer shall be disregarded and not included in the tabulation for validation. The signature gatherer declaration shall be printed as follows:

I, (print name legibly), swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____ (Signature) _____ (Date)

~~((B))~~C. Each sheet of the referendum petition must be in substantially the following form:

WARNING

~~((Under Washington State law every))~~ Every person who signs ~~((an initiative or referendum))~~ this petition with any other than his or her true name, knowingly signs more than ~~((once))~~ one of these petitions, ~~((or))~~ signs this petition when he or she is not a legal voter ~~((; or signs a petition when he or she is otherwise not qualified to sign))~~, or ~~((who))~~ makes any false statement on ~~((such))~~ this petition may be ~~((guilty of a misdemeanor))~~ punished by fine or imprisonment.

REFERENDUM PETITION TO THE SPOKANE CITY COUNCIL

REFERENDUM NO. _____

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that (the entirety) (designated sections) of Ordinance No. _____, passed by the City Council on _____, 20____, and entitled

(title of ordinance)

a concise summary of which is printed herein, be repealed, or be submitted to the electors of the City of Spokane for their approval or rejection at the next municipal election. I understand that should this petition be sufficient and timely filed, the ordinance, or designated section(s) thereof, will be suspended from taking effect until approved by the voters.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

PETITIONER'S SIGNATURE (in dark ink and as shown on the signer's voter registration)	PRINTED NAME (legibly in dark ink)	((RESIDENCE)) ADDRESS WHERE REGISTERED TO VOTE (Street Address, City, State, Zip Code)	((DAYTIME PHONE (optional)))	((CHECK IF REGISTERED ADDRESS IS DIFFERENT))
<u>1.</u>				
<u>20.</u>				

~~((etc.)))~~ (Name, street address and phone number of sponsor)

[(summary of measure)]

DECLARATION OF SIGNATURE GATHERER

I, (print name legibly) _____, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. _____ (Signature) _____ (Date)

[full text of measure]

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Spokane City Council
Initiative and Referendum process amendments
March 28, 2016

Subject

This briefing paper summarizes the changes contained in the proposed amendments to the City's initiative and referendum processes.

Summary

The proposed ordinance makes the following changes to the initiative and referendum process:

- Requires verification by the measure's sponsor of compliance with the ordinance's requirements regarding qualifications to file a petition, at the time the measure is filed.
- Requires submission of contact information for signature-gathering firms used for the measure.
- Prohibits language or graphic elements on the ballot title or summary of the measure which are argumentative or are reasonably likely to create prejudice for or against the measure.
- Requires that the City Clerk provide a copy of the form of the petition sheet to the sponsor and requires that the sponsor then send to the City Clerk the petition sheet to be used in signature gathering.
- Under the proposed changes, Council can reject a proposed initiative and proposed another on the same subject for Council legislation. The Council would still process the proposed petition unless the sponsor decides to discontinue the petition based on the Council's alternative legislation.
- Signatures must be turned in in one single batch; this eliminates the option for proponents to submit multiple batches over a period of months.
- Petition signatures can only be turned in by the sponsor or the sponsor's designated representative.
- Proponents have 365 days to turn in their signatures. Signatures turned in after that deadline are not accepted and are returned to the sponsor

immediately. Sponsor must turn in signatures no later than 150 days (increased from 120 days in the prior version) before the election date.

- Provides that the elements of the petition sheet listed in the ordinance are the mandatory and exclusive elements – no other elements allowed. Any additional information or alteration of the petition signature sheets will lead to that sheet (and the signatures on it) being disregarded.
- Petition sheet also must have a signed declaration of the signature gatherer. Petition sheets without the signed declaration are disregarded. Removes phone number of signer, but adds requirement that signature be in dark ink and that the printed name be printed legibly.
- Clarifies that an initiative may not be withdrawn once the signature petitions are submitted to the City Clerk.
- Clarifies that the County Auditor merely validates signatures – that number then goes back to City Clerk for determination of whether the correct number of signatures has been provided.
- Strikes obsolete language concerning City Council determination of legal invalidity and publication thereof.
- Clarifies that a legal challenge to an initiative or referendum measure can be initiated either by the City Council or the City administration only after the City Council has adopted a resolution directing the County Auditor to place the measure on the ballot.

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

05/02/2016

Date Rec'd

4/20/2016

Clerk's File #

ORD C35385

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVID STEELE 625 -6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Agenda Item Name

5900 - PARKING ORDINANCE

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An Ordinance relating to Rules of the Road; amending SMC sections 16A.61.381, 16A.61.561, 16A.61.563, 16A.61.567, 16A.61.570, 16A.61.5701, 16A.61.5702, 16A.61.5703, 16A.61.5705, 16A.61.5904, 16A.61.5906, 16A.61.5910, and 16A.61.790 of the Spokane Municipal Code.

Summary (Background)

Parking Services regularly reviews the parking ordinance section of the municipal code and proposes routine updates and or clarifications that are not substantive in nature but provide clarity and reduce confusion. The proposed changes reflect changes in the State disabled parking laws and provide several points of clarification in the City of Spokane parking ordinance language.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

LUKAS, ED

Division Director

TWOHIG, KYLE

Finance

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

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

PED 4/18/16

Distribution List

fperkins@spokanecity.org

dsteele@spokanecity.org

rlukas@spokanecity.org

korlob@spokanecity.org

Additional Approvals**Purchasing**

BRIEFING PAPER
Asset Management Group
Monday April 18, 2016

Subject:

Update of SMC, Rules of the Road, 16A to reflect divisional reorganization of parking services and to provide clarification on several violation headings.

Background:

The parking services group was formerly under the Streets Department. It is now part of the Neighborhood and Business Services Division. Many areas of the parking ordinance section of the Municipal Code refer to approval by the Streets Director, which should be updated to the Parking Services Manager. Staff has performed a review of the Section 16A.61 in its entirety to address several areas of ambiguity. The following suggestions have been made:

Add Section 16A.61.567C. Previously, violations for expired registration tabs and improper display of tabs were written under the same heading, 16A.61.567B. The addition of 16A.61.567C creates a separate heading for improper display that is not clearly indicated in 16A.61.567B.

Add Section 16A.61.570A1(j). Based on requests for better tracking of citations issued to vehicles parked in the bicycle lanes by the Bicycle Advisory Board, this section provides a heading specific to bicycle lanes that was not previously available.

Add Section 16A.61.590(D) to reflect new violation provided by 2015 updates to RCW 46.19.050 for improper display of disabled placard.

Modify Section 16A.61.5705B. Upon City Council approving ORD C35279 in September, 2015, a new penalty for was established for violation of taxi zones, affecting the fines for Section 16A.61.5706B, which currently includes both bus stop and taxi zones. In order to appropriately fine each violation, the heading needs to be split into 16A.61.5706B(1) for bus stops and 16A.61.5706B(2) for taxi zones.

Modify Section 16A.61.5904. Update to Multi-space parking meter payment options to include verbiage for both pay by space and pay by plate.

Modify Section 08.02.083E(2). Clarification of the verbiage to indicate that an additional penalty for failure to respond to a notice of both traffic and parking violations is twenty-five dollars. This penalty has been routinely assessed to both traffic and parking violations, but the present verbiage only indicates traffic violations.

Impacts:

The requested changes are not substantive and do not change the intent of the specific parking sections but provide clarification and remove ambiguity.

Action:

Approval of the ordinance revisions.

ORDINANCE NO. C35385

AN ORDINANCE relating to Rules of the Road; amending SMC sections 8.02.083, 16A.61.381, 16A.61.567, 16A.61.570, 16A.61.5705, 16A.61.5904, and 16A.61.790 to Chapters 08.02 and 16A.61 of the Spokane Municipal Code.

Section 1. That SMC section 08.02.083 is amended to read as follows:

8.02.083 Fees and Charges

A. Commercial Loading Zones.

The fee for a permit and identifying decal authorizing a commercial vehicle to occupy a loading zone is:

1. one hundred dollars per year,
2. fifty dollars for the rest of the year when issued after June 30th,
3. fifteen dollars for a single occasion permit,
4. fifteen dollars for a transfer.

B. Special Loading Zones.

A special loading zone is a temporary loading zone created by placement of an authorized parking meter bag. Special loading zones are reserved only for vehicles being used for the purpose for which the parking meter bag has been issued. The rates for parking meter bags, in addition to a twenty-five dollar returnable bag deposit, are:

1. Commercial.
 - a. Quarterly: Three hundred fifty dollars per bag.
 - b. Monthly: One hundred twenty-five dollars per bag.
 - c. Daily: Fifteen dollars per bag.
2. News Media – Annually.

One thousand dollars for the first bag and five hundred dollars for each additional bag.
3. Charitable Nonprofit – Annually.

Sixty dollars per month per bag, with a maximum of two bags.

C. Removal of Parking Meters.

The fee charged a contractor for removal and reinstallation of a parking meter to accommodate construction work is sixty dollars.

D. Parking Meters.

1. The fee for parking in a metered space depends upon the time limit and location. The fees are indicated on the meters. The fees for parking in a metered space are:
 - a. Thirty-minute space: Sixty cents per thirty minutes.
 - b. Two-hour space: One dollar twenty cents per hour.
 - c. Four-hour space: Eighty cents per hour.
 - d. All day space: Forty cents per hour.
2. The coin or combinations of coins accepted by the meter will be indicated by a sign or legend for each space. Coins of denominations greater than the fee for the space may be accepted for the convenience of the motorist.

E. Motor Vehicle Violations.

1. The penalties for traffic infractions are provided by schedules adopted by court rule, or as specifically provided in Title 16A SMC or state statute.
2. Unless otherwise provided, the basic penalties for parking infractions are:
 - a. two hundred fifty dollars for disabled parking violations (SMC 16A.61.381);
 - b. ten dollars for parking at a meter beyond the maximum time provided for that metered space (feeding meter) (SMC 16A.61.5914);
 - c. fifteen dollars for expired meter parking (SMC 16A.61.5910);
 - d. one hundred dollars for parking at a space reserved with a parking meter bag within the entertainment parking district [Cross reference: SMC 16A.61.5903];
 - e. two hundred-fifty dollars for parking in a taxicab stand as described in SMC 16A.61.5705;

f. Violation of bag use: Meter bag applicants and users must limit the use of bags to the purpose for which the bag is issued. Violation of proper parking meter bag use shall result in the bag being removed from the meter, cancellation of the permit, and forfeiture of the bag deposit as provided in SMC 16A.61.5703(H). No meter bags may be issued to an applicant or user who has not paid all fees and fines or is otherwise in violation of conditions of bag use. Additional penalties will be assessed on repeat offenders within the same calendar year as follows:

i. Second violation: Fifty dollars.

ii. Third violation: One hundred dollars.

iii. Fourth and additional violations: Two hundred dollars per violation.

g. thirty dollars for all others.

3. The additional penalty for failure to respond to a notice of traffic violation or parking infraction is twenty-five dollars.

4. There are, in addition, penalty assessments provided by state law.

F. Towing and Impound.

Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.

G. Criminal Violations.

The penalties for criminal traffic violations are as provided in the state traffic code.

H. Accident Reports.

The fee for furnishing copies of accident reports required by chapter 46.52 RCW is as fixed from time to time by the mayor as provided in SMC 8.02.011.

I. Junk Vehicle Affidavit.

The fee for furnishing a junk vehicle affidavit (hulk slip) is ten dollars.

J. Motorist Information Signs.

The fees for follow-through signs from the freeway to the motorist service business are:

1. Fifty dollars as the application processing fee.

2. One hundred dollars as the installation fee for each sign installed.

3. Actual cost for purchasing the signs from the Washington department of transportation.

4. Actual cost for maintenance, repairs, and replacement; and

5. Fifteen dollars as an assignment fee to transfer the permit to a new owner or operator.

K. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

L. Scofflaw List Administrative Fee.

The fee for vehicles added to the scofflaw list is twenty five dollars.

M. Immobilization Administrative Fee.

The fee for immobilizing a vehicle is fifty dollars.

N. Residential Parking Passes.

The fee for a residential parking permit is twenty five dollars per month.

Section 2. That SMC section 16A.61.381 is amended to read as follows:

16A.61.381 Special Parking for Persons with Disabilities

A. Any unauthorized use of the special placard, special license plate issued under RCW 46.18.235 or RCW 46.19.010, or identification card is a parking infraction. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed.

B. It is a parking infraction for a person to park in, block, or otherwise make inaccessible the access aisle located next to a space reserved for persons with physical disabilities or the space itself. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. The clerk of the court shall report all violations related to this subsection to the Washington State department of motor vehicles.

C. It is a parking infraction for any person to park a vehicle in a parking place provided on private property without charge or on public property reserved for persons with physical disabilities without a placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010. In addition to any penalty or fine imposed under this subsection, two hundred dollars shall be assessed. If a person is charged with a violation, the person shall not be determined to have committed an infraction if the person produces in court or before the court appearance the placard or special license plate issued under RCW 46.18.235 or RCW 46.19.010 required under this section. The time limit for non-metered on-

street parking places reserved for physically disabled persons is four hours for qualified vehicles unless a longer time would otherwise apply for the use of these parking places. The time limit for the use of non-reserved, on-street parking spaces by vehicles displaying the special parking placards is four hours unless a longer time would otherwise apply. All time restrictions applicable under this subsection must be clearly posted.

D. It is a parking infraction, with monetary penalty of two hundred fifty dollars, to fail to fully display a placard or special license plate issued under this chapter while parked in a public place on private property without charge, while parked on public property reserved for persons with physical disabilities, or while parking free of charge as allowed under RCW 46.61.582. In addition to any penalty or fine imposed under this subsection, two hundred dollars must be assessed, for a total of four hundred fifty dollars. For the purpose of this subsection, "fully display" means hanging or placing the placard or special license plate so that the full face of the placard or license plate is visible, including the serial number and expiration date of the license plate or placard. If a person is charged with a violation of this subsection, that person will not be determined to have committed an infraction if the person produces in court or before the court appearance a valid identification card issued to that person under RCW 46.19.010.

~~((D.))~~ E. Allocation of Assessments and Fines.

1. The assessment imposed under subsections (A), (B), ~~((and))~~ (C), and (D) of this section shall be allocated as follows:
 - a. One hundred dollars shall be deposited in the accessible communities account created in RCW 50.40.071; and
 - b. One hundred dollars shall be deposited in the multimodal transportation account under RCW 47.66.070 for the sole purpose of supplementing a grant program for special needs transportation provided by transit agencies and nonprofit providers of transportation that is administered by the department of transportation.
2. Any reduction in any penalty or fine and assessment imposed under subsections (A), (B), ~~((and))~~ (C), and (D) of this section shall be applied proportionally between the penalty or fine and the assessment. When a reduced penalty is imposed under subsection (A), (B), ~~((and))~~ (C), and (D) of this section, the amount deposited in the accounts identified in this subsection shall be reduced equally and proportionally.
3. The penalty or fine amounts imposed under subsections (A), (B), ~~((and))~~ (C), and (D) of this section shall be used by the City exclusively for law enforcement. The court may also impose an additional penalty sufficient to

reimburse the City for any costs it may have incurred in removal and storage of the improperly parked vehicle.

~~((E.))~~ F. It is a traffic infraction for any person willfully to obtain a special license plate issued under RCW 46.19.010 or RCW 46.18. 235 placard, or identification card in a manner other than that established under RCW 46.18.235.

~~((F.))~~ G. For second or subsequent violations of this section, in addition to a monetary fine, the violator must complete a minimum of forty hours of:

1. community restitution for a nonprofit organization that serves persons with disabilities or disabling diseases; or
2. any other community restitution that may sensitize the violator to the needs and obstacles faced by persons who have disabilities.

~~((G.))~~ H. The court may not suspend more than one-half of any fine imposed under subsections (A), (B), (C), (D), ~~((and (C)))~~, or (E) of this section.

~~H.~~ I. A violation of this section is a class 1 infraction under SMC 1.02.950.

Section 3. That SMC section 16A.61.567 is amended to read as follows:

16A.61.567 Parking in Alley Regulated

- A. No person shall stand or park a vehicle upon any roadway for the purpose of displaying it for sale or for advertising purposes, or for lubricating or repairing the vehicle, except repairs necessitated by emergency.
- B. No person may park a vehicle displaying vehicle registration tabs which have been expired for more than forty-five days upon any public street. Violation may result in immediate impound pursuant to RCW 46.55.240.
- C. No person may park a vehicle with registration tabs improperly displayed upon any public street. Proper display of tabs is pursuant to WAC 308-96A-295, where tabs depicting the current registration expiration month and year must be displayed on the rear vehicle license plate in the area designated on the license plate.

Section 4. That SMC section 16A.61.570 is amended to read as follows:

16A.61.570 Stopping, Standing, or Parking Prohibited in Specified Places – Reserving Portion of Highway Prohibited

A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

1. stop, stand, or park a vehicle partly or completely:

- a. on the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- b. on a sidewalk, street planting strip, or pedestrian strip, as defined in SMC 12.01.0804;
- c. within an intersection;
- d. on a crosswalk;
- e. between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different no-parking area opposite the ends of a safety zone;
- f. alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;
- g. upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- h. on any railroad tracks;
- i. in the area between roadways of a divided highway including crossovers; or
- j. at any place where official signs prohibit stopping, standing, or parking in violation of the restrictions of said sign.

k. in a bicycle lane that has been indicated by signage or striping.

2. stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

- a. in front of a public or private driveway, public alley, or within five feet of the end of the curb radius leading thereto;
- b. within fifteen feet of a fire hydrant;
- c. within twenty feet of a crosswalk;
- d. within thirty feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;
- e. within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station, within seventy-five feet of the entrance when properly signposted;

- f. at any place where official signs prohibit standing or parking in violation of the restrictions of said signs; or
 - g. in a no-parking area at Spokane International Airport as designated by the airport board.
- 3. park a vehicle, whether occupied or not, except momentarily for the purpose of and while actually engaged in loading or unloading property or passengers:
 - a. within fifty feet of the nearest rail of a railroad crossing, or
 - b. at any place where official signs prohibit or limit parking in violation of the restrictions of said sign.
- B. Parking or standing shall be permitted in the manner provided by law at all other places, except a time limit may be imposed or parking restricted at other places, but any limitation and restriction shall be by City ordinance or County resolution or order of the secretary of transportation upon highways under their respective jurisdictions.
- C. No person shall move a vehicle not lawfully under his control into any prohibited area or away from a curb a distance that is unlawful.
- D. It shall be unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing or parking to the exclusion of any other like person, nor shall any person be granted this right.
- E. Violation of SMC 16A.61.570(A)(1) or (2) may result in immediate impound if the vehicle impedes safe passage or poses a threat to public safety.
- F. Violation of SMC 16A.61.570(A)(2)(f) with tow away signage posted may result in immediate impound.

Section 5. That SMC section 16A.61.5705 is amended to read as follows:

16A.61.5705 Taxicabs and Buses to Park Only in Designated Stands – Rights of Other Vehicles in Zones

- A. The driver of a bus or taxicab shall not stand or park upon any public street or highway in the congested district at any place other than at a bus stop or taxicab stand, respectively, except that this provision shall not prevent the driver of any vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of, and while actually engaged in, loading or unloading passengers.
- ~~((B. No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxicab in a taxicab stand, when any such stop or stand has been officially designated and appropriately signed by the street director.))~~

- B. No person shall stop, stand, or park a vehicle when any such stop or stand has been officially designated and appropriately signed by the parking services manager. Vehicles found to be in violation will be subject to citation and fine pursuant to Section 08.02.083E.
1) other than a bus in a bus stop, or
2) other than a taxi cab in a taxicab stand
- C. The driver of a taxicab may park in a metered parking space if the meter is paid and then for a period not to exceed the designated time allotment on the meter.

Section 6. That SMC section 16A.61.5904 is amended to read as follows:

16A.61.5904 Installation of Parking Meters

The parking services manager, subject to the approval of the mayor, is hereby authorized and directed to install or place parking meters in parking meter locations designated by the parking services manager. Parking meters shall be placed near the curb, buildings, or alongside of or next to parking places designated pursuant to SMC 16A.61.5906.

- A. Each single space parking meter shall be installed and set to display an indication of legal parking duration upon deposit therein of a credit card, the proper coin or coins of the United States or Canada, or payment by phone, and upon putting the meter in operation, as indicated by instructions on the meter. At expiration of the parking period purchased by the coin(s), a change in indication shall indicate expiration of parking period, parking beyond the time paid for is an expired meter violation.

~~((B. Multi-space parking meter — Pay by Space.~~

~~The City may install a multi-space parking meter, where a parking customer must register a paid parking session by either entering into a meter or authorized pay by phone parking account the parking space number shown on the parking space number sign found next to or adjacent to the parking space. The vehicle operator may choose to receive a parking receipt that shall indicate the time of expiration. Failure to pay for a numbered space or parking beyond the time paid for at a numbered space is an expired meter violation.-))~~

B. Multi-space parking meter — Pay by Space.

The City may install multi-space parking meters, where a parking customer must register a paid parking session by either entering into the multi-space meter the license plate number of the parked vehicle or the parking space number shown on the parking space number sign found at or adjacent to the parking space. The vehicle operator may choose to receive a parking receipt that shall indicate the time of expiration. Failure to enter and pay for a valid vehicle license plate number or a space number or parking beyond the time paid for at a numbered space is an expired meter violation.

B. Multi-space parking meter – Pay and Display.

The City may install multi-space parking meters, where the vehicle operator purchases a parking coupon that shows the amount of time purchased and the time of expiration. The parking coupon must be affixed and displayed upon purchase as indicated by instructions on the meter or coupon. Failure to purchase a coupon, display it as required or parking beyond the time indicated on the coupon is an expired meter violation.

Section 7. That SMC section 16A.61.790 is amended to read as follows:

16A.61.790 Vehicle Immobilization and Impoundment

A. Creation of Scofflaw List.

As frequently as practicable, parking services, working in conjunction with Spokane Municipal Court and the City's contracted collection agency, shall prepare, maintain and update ~~((the))~~ a scofflaw list consisting of all vehicles involved in four or such greater number of parking tickets unpaid more than forty five days after their issuance, ~~((that the parking services manager shall determine is efficient to include on the scofflaw list))~~.

B. Civil Penalties to Cover Administrative Costs.

There is imposed upon the owner of every vehicle on the scofflaw list a civil penalty of the amount specified in SMC 8.02.083 to cover costs of administering the scofflaw list. There is also imposed upon the owner of every vehicle on the scofflaw list that is immobilized or impounded hereunder a civil penalty of the amount specified in SMC 8.02.083 to cover the additional administrative costs of immobilization and/or impoundment.

C. Notice.

1. ~~((Parking services))~~ The City's contracted collection agency shall give notice by first class mail to the last known registered owner of the vehicle, as disclosed by the vehicle license number and as provided by the Washington state department of licensing or equivalent vehicle licensing agency of the state in which the vehicle is registered for each vehicle on the scofflaw list, stating that the vehicle is on the scofflaw list; and

- a. the date and the nature of each ticket overdue and the amount due on each;
- b. that a scofflaw list fee in the amount specified in subsection B of this section has been imposed to cover administrative costs;
- c. the total amount currently due;
- d. a specific deadline for response, no less than ten days after the date of mailing;

- e. that the owner shall, by said deadline, respond to the notice. Response shall be by paying the total amount due, scheduling a hearing with the Spokane Municipal Court, or by arranging a payment schedule with the City's contracted collection agency for payment of the total amount due; and
 - f. that if the vehicle owner fails to respond within the prescribed time period, the listed vehicle will be subject to immediate immobilization or impoundment pursuant to the procedures in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, payment of the civil penalties imposed under subsection in SMC 8.02.083 and payment of the costs of immobilization, towing and storage.
2. The notice required by this subsection is sufficient if mailed to the address provided by the Washington state department of licensing; provided, however, that if ~~((parking services))~~ the City's contracted collection agency, after exercising due diligence, to discover any mailing address, then notice is sufficient if it is posted on the vehicle, or personally served on the vehicle owner or driver, or provided by any other means reasonably calculated to provides notice to vehicle owner or driver.
3. If the vehicle owner or an agent of the owner pays the fines and fees, including the amount(s) specified in SMC 8.02.083, and all towing and storage charges, if any, schedules a hearing with the Spokane Municipal Court, or arranges a payment plan through the City's contracted collection agency, parking services shall remove the vehicle from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent appears to pay or sets a hearing with the Spokane Municipal Court, such subsequent tickets shall also be paid or bond shall be posted therefore before the vehicle is removed from the scofflaw list.
4. The owner of a vehicle that is subject to the procedures of this section and in SMC 16A.61.790(D) Immobilization and SMC 16A.61.790(E) Impoundment, is entitled to a hearing in the Spokane municipal court pursuant to RCW 46.55.120 (2)(b) to contest the validity of the immobilization, impoundment or the amount of towing and storage charges. Any request for a hearing and the resolution thereof shall be as set forth in RCW 46.55.120 (3), which are hereby adopted by reference as now exist or hereafter may be amended.
5. Failure to appear for a scheduled hearing or to remain current and in good standing on any arranged payment plan with the City's contracted collection agency, will result in the vehicle returning to the scofflaw list and being eligible for immediate immobilization.

D. Immobilization.

1. If the owner of a vehicle to whom notice has been sent pursuant to SMC 16A.61.790(C) fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges then due, including but not limited to the amount(s) specified in SMC 8.02.083, or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C), then, at the discretion of a limited commissioned or commissioned City officer, the vehicle may be immobilized by installing on the vehicle a device known as a "boot," which clamps and locks on to a wheel of the vehicle and impedes movement of the vehicle.
2. The person installing the boot shall leave under the windshield wiper or otherwise attach to such vehicle a notice advising the owner that:
 - a. the vehicle has been immobilized by the City of Spokane for failure to pay four or more uncontested parking tickets within forty five days of their issuance,
 - b. that release of the boot may be obtained by paying the fines, fees and civil penalties due,
 - c. that unless such payments are made within two business days of the date of the notice, the vehicle will be impounded, and
 - d. that it is unlawful for any person to remove or attempt to remove the boot, to damage the boot, or to move the vehicle with the boot attached.
3. No parking restriction otherwise applicable to the vehicle applies while the vehicle is immobilized by a boot installed under the provisions of this section.
4. Before the vehicle may be released from immobilization, the vehicle owner or an agent of the owner shall:
 - a. pay all fines and fees then due, including but not limited to the amounts specified in SMC 8.02.083; or
 - b. post a bond to cover such fines, fees, and charges, or
 - c. arrange any combination of payment and bond to cover the total due.

Upon such payment, the vehicle shall be removed from the scofflaw list, and a limited commissioned parking services officer shall promptly remove the boot from the vehicle. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, the subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from immobilization.

E. Impoundment.

1. At the discretion of a limited commissioned or commissioned City officer, the following vehicles may be impounded:
 - a. A vehicle that was involved in eight or more parking tickets that are unpaid forty five or more days after the date of their issuance, where the registered owner of the vehicle was sent a notice pursuant to SMC 16A.61.790(C) and the owner fails to respond to the notice within the deadline therein specified by paying all fines, fees, towing, storage and administrative charges or posting a bond to cover such fines, fees and charges such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - b. A vehicle that was immobilized pursuant to SMC 16A.61.790(D) and the vehicle's owner failed to pay all fines, fees, and administrative charges or post a bond to cover such fines, fees and charges within two business days of the date the vehicle was immobilized such that the vehicle can be removed from the scofflaw list under SMC 16A.61.790(C); or
 - c. As otherwise authorized by the model traffic code as adopted by reference in SMC 16A.02.010.
2. Limited commissioned City officers, as applicable, shall use the uniform impound authorization and inventory form provided for by administrative rule by the Washington state patrol pursuant to RCW 46.55.075.
3. If a vehicle has been impounded pursuant to SMC 16A.61.790(E), before the vehicle may be released from impound, the vehicle owner or an agent of the owner shall pay all fines and fees then owing, including but not limited to the amounts specified in SMC 8.02.083; and all towing and vehicle storage charges. Upon such payment, the vehicle shall be removed from the scofflaw list. If any parking ticket not included on the scofflaw list for which the owner is liable becomes overdue before the owner or agent pays, such subsequent tickets shall also be paid before the vehicle may be removed from the scofflaw list or released from impoundment.

PASSED BY THE CITY COUNCIL ON _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
05/02/2016

Date Rec'd	4/20/2016
Clerk's File #	ORD C35384
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	BORIS BORISOV 625-6156	Project #	
Contact E-Mail	BBORISOV@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - AMENDING ORDINANCE FOR MC 17C.130.310		

Agenda Wording

An Ordinance relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056CO

Summary (Background)

Electric Guard Dog LLC is seeking a Text Amendment to the Spokane City Fence code to allow business owners in Industrial zones to install electric fence security systems inside a non-electric perimeter fence. The purpose is to provide secure locations for businesses to operate and store equipment and merchandise outdoors.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEY, LISA	Study Session	
Division Director	KEY, LISA	Other	CHES 3/7/16, PED
Finance	KECK, KATHLEEN	Distribution List	
Legal	RICHMAN, JAMES	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	lkey@spokanecity.org	
Additional Approvals		jmallahan@spokanecity.org	
Purchasing		aworlock@spokanecity.org	
		bborisov@spokanecity.org	
		tstripes@spokanecity.org	
		cbausinger@electricguarddog.com	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

mpate@electricguarddog.com

mmuramatsu@spokanecity.org

jrichman@spokanecity.org

dkokot@spokanecity.org

mpenkunis@spokanecity.org

kbecker@spokanecity.org

tpalmquist@spokanecity.org

ORDINANCE NO. C35384

AN ORDINANCE relating to fencing standards in industrial zones; amending Spokane Municipal Code Section 17C.130.310, allowing electric fences in Light Industrial (LI) and Heavy Industrial Zones (HI) zones as set forth in Amendment File No. Z1500056COMP.

WHEREAS, Planning & Development Services received an inquiry from Electric Guard Dog LLC about local fence rules and restrictions related to installing electric fences and the text amendment process in April of 2015; and

WHEREAS, in July of 2015, Electric Guard Dog LLC submitted application Z1500056COMP for a Regulatory Code Text Change per SMC 17G.025; and

WHEREAS, the application included supporting documentation including Met Laboratories Safety Certification, International Standard Commission (IEC) 60335-2-76 Safety Requirements, Safety Report from the University of Wisconsin Madison, draft text changes, and an Environmental Checklist (SEPA); and

WHEREAS, the Plan Commission held a workshop on the proposal on August 26, 2015; and

WHEREAS, after the first Plan Commission workshop, staff worked with Current Planning, Building, Fire, Police, and Legal Departments to incorporate their feedback; and

WHEREAS, the Plan Commission held a second workshop on October 28, 2015 and recommended several changes to the draft code; and

WHEREAS, the Plan Commission held a third workshop on December 9, 2015, reviewed the updated code draft and recommended the text changes move forward to a Plan Commission Hearing; and

WHEREAS, staff requested comments on the Environmental Checklist from City Departments and outside agencies on December 30, 2015; the consultation period ended on January 19, 2016 and no adverse comments were received; and

WHEREAS, On December 30, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist and non-project DNS (Determination of Non-Significance) were issued on January 20, 2016; and

WHEREAS, the appeal period for the SEPA determination ended on February 3, 2016 at 4pm; no comments were received from agencies or departments intended to alter the DNS; and

WHEREAS, appropriate notice of the Plan Commission hearing was published in the Spokesman Review on January 27, 2016 and February 3, 2016, posted at City Hall and the Downtown Public Library and advertised via press release and the City's social media channels; and

WHEREAS, the City Plan Commission held a public hearing on February 10, 2016 for Application Z1500056COMP to obtain public comments on the proposed amendment; and

WHEREAS, after public testimony and deliberation, the Plan Commission voted to modify the proposed amendment to exclude General Commercial (GC) from zones where electric fences would be permitted; this would allow electric fences in the Light Industrial (LI) and Heavy Industrial (HI) zones only; and

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approved criteria for text amendments to the Unified Development Code as outlined by SMC 17G.025.010(F); and

WHEREAS, the Plan Commission voted 7 to 0 to recommend approval of proposed amendments of Application Z1500056COMP as they relate to Light Industrial (LI), and Heavy Industrial (HI) zones, but not as the proposed amendments relate to General Commercial (GC) zones; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

Now, Therefore, The City of Spokane does ordain:

Section1. That SMC section 17C.130.310 is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.

~~((2. — No person may maintain a fence or barrier charged with electricity.))~~

~~((3.))~~ 2. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC

17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.

((4-)) 3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Light Industrial (LI) and Heavy Industrial (HI) zones only as provided in this section, subject to the following standards:

1. Permit.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

- a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;
- b. Fence details showing both the electrified fence and protective barrier, including all gates;
- c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

- a. The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.
- b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

- a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.
- b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070.

5. Location.

- a. Electric fences shall be permitted on any non-residential outdoor storage areas.
- b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.

6. Height.

Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.

7. Warning signs.

Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty feet.

8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.

9. Hours of activation.

Electric fences shall not be activated between the hours of 8am and 5pm, except:

- a. On days when the business is closed, such as weekends or holidays; or
- b. When security personnel is available on-site to deactivate the electric fence.

10. Key Box.

- a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.
- b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.

11. Fire Department Registration.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Fire Department using forms provided by the Fire Chief.

12. Indemnification.

All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend, indemnify and hold harmless the City of Spokane and its agents, officers,

consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

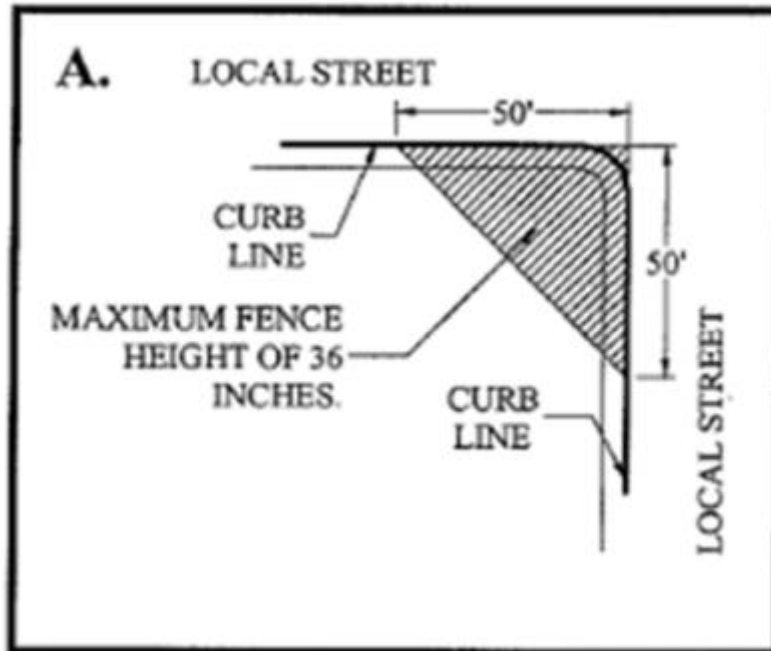
13. Emergency Access.

In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

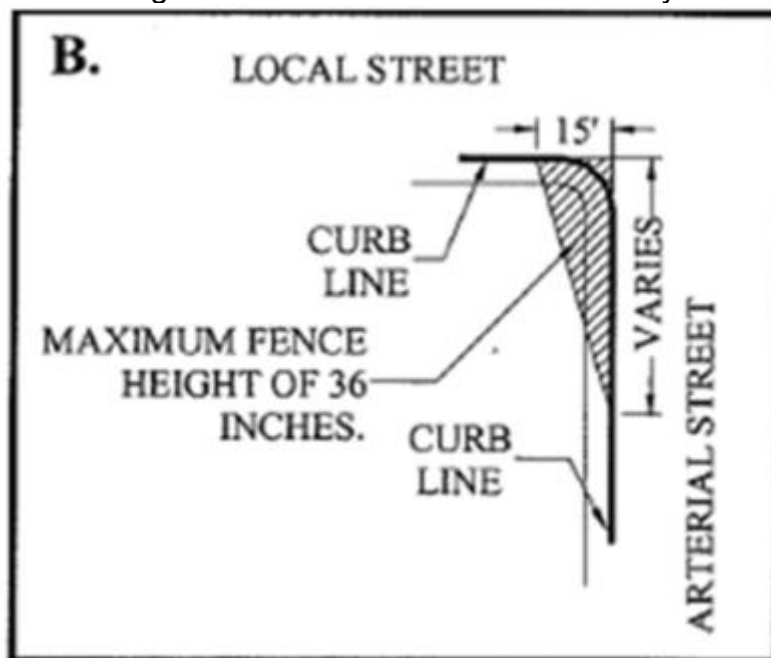
14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

~~((E-))~~ E. Visibility at Intersections

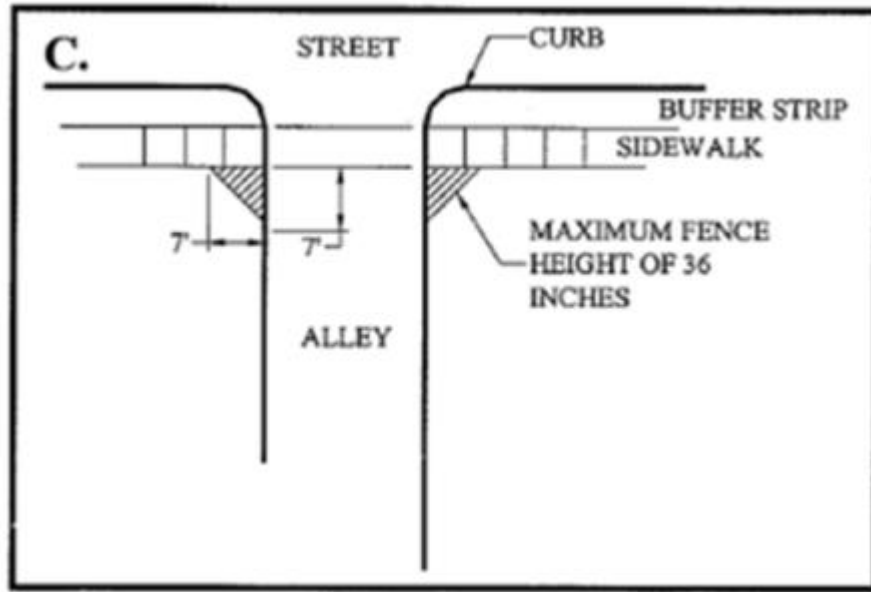
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:
 - a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or



- b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



- c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- the inside line of the sidewalk; or
 - if there is no sidewalk, a line seven feet inside the curb line.



((F-)) G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

((G-)) H. Reference to Other Standards

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date