

**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, SEPTEMBER 18, 2017

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

3:30 P.M.

CITY HALL – COUNCIL BRIEFING CENTER
808 W. SPOKANE FALLS BLVD.

6:00 P.M.

NORTHEAST COMMUNITY CENTER
4001 NORTH COOK STREET

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 Human Resources at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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. Purchases for the Fleet Services Department of: | Approve | |
| a. two Cart Delivery Trucks from National Fleet Group (Watsonville, CA)—\$142,307.86 (incl. tax). | | OPR 2017-0617 |
| b. two additional Wausau Snow Plows from Wausau Equipment Co. (New Berlin, WI)—\$40,421.38 (incl. tax). | | OPR 2017-0618 |
| Steve Riggs | | |
| 2. Contract with Solid Waste Systems (Spokane, WA) to repair a fire-damaged 2015 Labrie front load garbage truck—\$182,334.71 (incl. tax). | Approve | OPR 2017-0619 |
| Steve Riggs | | |
| 3. Agreement with Spokane County Sheriff's Office to implement the sub-recipient portion of the WATPA FY2017-2019 award—\$196,915.93. Term from September 1, 2017 through June 30, 2019. | Approve | OPR 2017-0620 |
| Justin Lundgren | | |

4. Recommendations to list on the Spokane Register of Historical Places:
- a. The Paine House, 2509 West Summit Boulevard. Approve & Auth. Mgmt. Agreements OPR 2017-0621
- b. The McKinley School, 117 North Napa Street. OPR 2017-0622
- Megan Duvall**
5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2017-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2017: \$_____. CPR 2017-0003
6. City Council Meeting Minutes: _____, 2017. Approve All CPR 2017-0013

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.

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at Northeast Community Center)

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)

TOWN HALL 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 at the meeting.

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

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35548 amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

City Council**FROM: Other Miscellaneous Charges, \$1,000;****TO: Operating Transfer Out to Parks/Recreation, same amount.****and****Parks and Recreation Fund****FROM: Operating Transfer-In from General Fund, \$1,000;****TO: Advertising, same amount.**

(This action provides funds for public outreach and advertising of the City during the November 2 annual Fall Banquet festivities.)

Council President Stuckart**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0081 Providing for the assessment segregation of Post Street from 3rd
LID 99189 Avenue to Main Avenue (Post Street Enhancement). (Riverside
Neighborhood Council)

Dan Buller

RES 2017-0082 Providing for the assessment segregation of 28th Avenue from
LID 2006147 Chestnut Street to Oak Street; 27th Avenue from Chestnut Street to
Oak Street; 26th Avenue from Chestnut Street to East of Oak Street;
Oak Street from 28th Avenue to 26th Avenue. (Latah/Hangman Valley
Neighborhood Council)

Dan Buller

RES 2017-0083 Permitting the use of unmanned aerial vehicles by the Spokane Fire
Department to assist the Spokane Police Department and improve
personnel and public safety during fire and crime scene investigations.

Council Member Kinnear

ORD C35546 Creating a utility fee credit for nonprofit providers of long-term
housing for developmentally disabled persons; enacting a new
Chapter 13.12 of the Spokane Municipal Code; and specifying an
effective date.

Council Member Waldref

ORD C35547 Relating to Imprest Funds for the Police Department's Patrol Anti-
Crime Team (PACT); amending section 7.03.155 of the Spokane
Municipal Code.

Eric Olsen**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

ORD C35549 Creating a licensing program for parklets and streateries in Spokane
and establishing the fee structure for such licenses; enacting a new
chapter 10.55 and a new section 8.2.0235 of the Spokane Municipal
Code. (Note: Final Reading and Hearing on this Ordinance will be held
October 2, 2017) **Tami Palmquist**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 18, 2017
(per Council Rule 2.1.2)

TOWN HALL 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 at the meeting.

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

ADJOURNMENT

The September 18, 2017, Regular Legislative Session of the City Council is adjourned to September 25, 2017.

NOTES

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

09/18/2017

<u>Date Rec'd</u>	9/6/2017
<u>Clerk's File #</u>	OPR 2017-0617
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NJPA CONTRACT
<u>Requisition #</u>	RE #18655

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - FLEET PURCHASE OF TWO CART DELIVERY TRUCKS

Agenda Wording

Purchase of two (2) Cart Delivery Trucks from National Fleet Group (Watsonville, CA) for the City of Spokane Fleet Services Department - \$142,307.86 including tax

Summary (Background)

Using an Interlocal Agreement (OPR2014-0371) with National Joint Powers Alliance (NJPA) to purchase two cart delivery trucks - NJPA Contracts #120716 & 081716. These cart delivery trucks are replacement units for trucks that have reached the end of their economic life.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? TEST	
Expense	\$ 142,307.86	# 4500-45100-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	RIGGS, STEVEN
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	TAXES & LICENSES
<u>Purchasing</u>	PRINCE, THEA

BRIEFING PAPER
Public Works Committee
Fleet Services
August 28th, 2017

Subject

Purchase of two cart delivery trucks.

Background

Purchase of two cart delivery trucks off of the NJPA contract for the Solid Waste Collection Department for \$142,307.86 incl. tax.

Impact

These cart delivery trucks are replacement units for trucks that have reached the end of their economic lifecycle.

Action

Recommend approval.

Funding

Funds are available in the Solid Waste Collect budget.

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

09/18/2017

<u>Date Rec'd</u>	9/6/2017
<u>Clerk's File #</u>	OPR 2017-0618
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	NJPA CONTRACT
<u>Requisition #</u>	RE#18657

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 - PURCHASE OF TWO SNOWPLOWS - NJPA CONTRACT

Agenda Wording

Purchase of two (2) additional Wausau Snow Plows from Wausau Equipment Co. (New Berlin, WI) for the City of Spokane Fleet Services Department - \$40,421.38

Summary (Background)

Using an Interlocal Agreement (OPR2014-0371) with National Joint Powers Alliance (NJPA) to purchase two (2) additional Wausau Snow Plows - NJPA Contract #080114-WAS. These snow plows are for the Wastewater Maintenance Department.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? TEST	
Expense	\$ 40,421.38	# 4310-43100-94000-56404
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	RIGGS, STEVEN
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	DUNIVANT, TIMOTHY
<u>Additional Approvals</u>	TAXES & LICENSES
<u>Purchasing</u>	PRINCE, THEA

BRIEFING PAPER
Public Works Committee
Fleet Services
August 28th, 2017

Subject

Purchase of two Wausau snowplows.

Background

This purchase of two snowplows is off of the NJPA contract for the Wastewater Department for \$40,421.38 incl. tax.

Impact

These snowplows will replace similar units that will be transferred to the Street Department to aid in updating their aging snowplow fleet.

Action

Recommend approval.

Funding

Funds are available in the Wastewater Department budget.

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

09/18/2017

<u>Date Rec'd</u>		9/6/2017	
<u>Clerk's File #</u>		OPR 2017-0619	
<u>Renews #</u>			
<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	STEVE RIGGS 625-7706	<u>Project #</u>	
<u>Contact E-Mail</u>	SRIGGS@SPOKANECITY.ORG	<u>Bid #</u>	WA STATE CONTRACT
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	EBO SWC
<u>Agenda Item Name</u>	5100 - FLEET CONTRACT TO REPAIR BURNT CNG GARBAGE TRUCK		
<u>Agenda Wording</u> Approval to have Solid Waste Systems (Spokane, WA) repair a fire-damaged 2015 Labrie front load garbage truck - \$182,334.71 including tax			
<u>Summary (Background)</u> This repair is the most economical of three (3) choices provided and has the shortest lead time, enabling Solid Waste Collection to complete their required commercial routes for the City. the truck suffered considerable damage to the body and CNG fuel tanks - Accessing Wa State Contract #07410.			
<u>Fiscal Impact</u>	Grant related? NO Public Works? TEST	<u>Budget Account</u>	
Expense	\$ 182,334.71	# various	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 8/28/17
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	TPRINCE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SRIGGS	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Public Works Committee
Fleet Services
August 28th, 2017

Subject

Repair of fire-damaged front load commercial garbage truck.

Background

This repair of a 2015 Labrie front load garbage truck will cost \$182,334.71 (incl. tax) through a Washington State contract with Solid Waste Systems (Spokane Valley, WA).

Impact

This repair is the most economical of three choices provided and has the shortest lead time, enabling Solid Waste Collection to complete their required commercial routes for the City. The truck suffered considerable damage to the body and CNG fuel tanks.

Action

Recommend approval.

Funding

Funds will be available via an EBO from Solid Waste Collection's reserve fund.

CITY OF SPOKANE OFFICE OF THE CITY ATTORNEY
CONTRACT REQUEST FORM

Requesting Department: Fleet/Purchasing
Contact Person: Thea Prince _____ Phone: 6403

Type of Contract: ☒ New Contract ☐ Renewal
 ☐ Amendment ☐ Extension

What work or service is being provided: Repair of burnt garbage truck

If Request Is For Amendment, Renewal or Extension, Provide OPR #:

Contractor/Consultant Name: Solid Waste Systems/accessing Wa State Contract #07410

Contractor/Consultant Address: P.O. Box 13040 Spokane Valley Wa 99213-3040

Contract Begin Date: 9/15/17 Contract End Date: 9/15/18 (?)

Dollar Amount of Contract (Provide Breakdown Of Costs If Applicable): \$182,334.71

Funding Sources (e.g., CD, Dept. of Justice, Etc.): EBO from Solid Waste Collection's
reserve fund__

Was The Contractor / Consultant Solicited by City's Request For Proposal / Quote / Bid?

 If Yes, Provide City's Specifications And / Or City's Request for Proposals.

 If Yes, Provide Copy of the Consultant's Proposal / Contractor's Bid / Quote.

 If No, Provide Scope Of Work To Be Performed By The Consultant / Contractor.

 If No, Provide Sole Source Justification Form For Contracts Greater Than \$10,000.

Contract Amendments:

 Provide Reason For Amendment.

 Provide Desired Changes In Contract Wording.

IF THIS IS A PUBLIC WORKS CONTRACT REQUEST

Prevailing Wages:

 Did The City's Request For Quote / Bid Require Payment of Prevailing Wages By The
 Contractor? ☐ Yes ☐ No

 If Federal Funds Are Involved, Did The City's Request For Quote / Bid Require
 Payment of Davis Bacon Wages By The Contractor?

☐ Yes ☐ No Wage Decision No. _____

Performance / Payment Bond:

 Did the City's Request For Quote / Bid require a 100% Performance / Payment Bond
 By The Contractor? ☐ Yes ☐ No

 For Contracts Up To \$150,000, Does The Contractor Want To Do A 10% Retainage
 In Lieu Of A Bond? ☐ Yes ☐ No



SOLIWAS-01

CLONGINOTTI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spokane Office PayneWest Insurance, Inc. 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202	CONTACT NAME:	
	PHONE (A/C, No, Ext): (509) 838-3501	FAX (A/C, No): (509) 838-3511
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Company	
	NAIC # 10677	
INSURED Solid Waste Systems, Inc. Tracy Ball PO Box 13040 Spokane Valley, WA 99213-3040	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EPP0148150	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0148150	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0148150	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Operations of the insured

City of Spokane, its officers and employees are additional insured per attached form(s)

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Director of Purchasing
Municipal Bldg. Room B-08
Spokane, WA 99201-3316

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage **a.** \$1,000

Coverage **b.** \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

- a.** The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

- (a)** We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1)** The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2)** Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- (b)** This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1)** Occurs during the policy period; or
- 2)** Occurred prior to the effective date of this endorsement provided:
 - a)** You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2, **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions **c.** through **q.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than **i, War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure; or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to:

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not,

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. Voluntary Property Damage Coverage

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph **a.** of Paragraph **4.** is hereby deleted and replaced by the following:

- a.** Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a.** The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph **9.a.(2)** below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
 - a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products,

- (d) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit,

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph **9.a.(1)** above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph **9.a.(2)**:

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph **9.a.(2)** Subparagraph **(f)** above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) Condition **5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) Condition **11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph **9.a.(2)(f)** above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
 - b. Include coverage for completed operations; or
 - c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs **9.a.(3)(a)**, **9.a.(3)(b)** or **9.b.** above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs **9.a.(3)(a)** and **9.a.(3)(b)** of this endorsement shall not apply and Paragraph **9.b.** of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph **f.(1)** of Definition **12. "Insured contract"** (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion **j. Damage to Property** of Paragraph **2., Exclusions** of **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section **B. Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** (**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

- c. "Bodily injury" or "property damage" which:

- (1) Occurs during the "coverage term"; and
- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollutant

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph (a) does not apply to:

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph c) does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception 1) shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph 1) only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 1) Any insured; or
 - 2) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph (d) does not apply to:
 - 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

escape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through q. do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" only if:
 - (1) The "personal and advertising injury" is caused by an offense arising out of your business; and
 - (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
 - (3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph 1.d. below, that the offense had been committed or had begun to be committed, in whole or in part.
- c. "Personal and advertising injury" caused by an offense which:
 - (1) Was committed during the "coverage term"; and

- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or

- (2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17. a., b. and c. of "personal and advertising injury" under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

l. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Employment Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation

or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

o. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury on Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation and Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", in-

cluding actual loss of earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

(2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2.a. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable

under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
 - (b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**
- (2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.
- (3) Any other insurance:
 - (a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
 - (b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance

shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are "authorized representatives".
- (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
- (3) A limited liability company, your members and your managers are "authorized representatives".
- (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
- (5) A trust, your trustees are "authorized representatives".

- b. Your "employees":

- (1) Assigned to manage your insurance program; or
- (2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit";

are also "authorized representatives".

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement to which we agree.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;

- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

- (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search

engines; marketing analysis; and providing access to the Internet or other similar networks; or

- (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed; or
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or

her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Broad Form)

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by

an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

A. Any "nuclear reactor";

B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

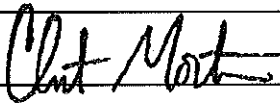
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - GARAGE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/1/12	Policy Number: EPP0148150
Named Insured: Solid Waste Systems, Inc.	
Countersigned by: 	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION V - GARAGE CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract."

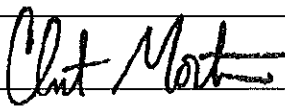
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/1/12	Policy Number: EPP0148150
Named Insured: Solid Waste Systems, Inc.	
Countersigned by: 	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION V - GARAGE CONDITIONS, B. General Conditions, 5. Other Insurance is amended by the addition of the following:

- e. Regardless of the provisions of Paragraph d. above, we will not seek contribution from any other insurance available to you for any person or organization for whom you are required under an "insured contract", which requires insurance to be assumed on a noncontributory basis, to provide insurance, but only to the extent that this is provided under **SECTION V - GARAGE CONDITIONS B. General Conditions, 5. Other Insurance**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: \$ 5,000,000 Each Occurrence Limit \$ 5,000,000 Aggregate Limit	
---	--

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

A. SECTION III - LIMITS OF INSURANCE is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- The Limits of Insurance stated in the Schedule of this endorsement; or
- The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION IV - CONDITIONS is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

- Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph 3. of the Coverage Part to which this endorsement is attached; and
- Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as re-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name of person or organization:

BLANKET FORM

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07-01-2017	Policy Number: EBA 014 81 50
Named Insured: SOLID WASTE SYSTEMS INC, SWS PROPERTIES LLC	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".



Solid Waste Systems

P.O. Box 13040
Spokane, WA 99213-3040

509-533-9000 Fax: 509-533-1050
1-800-892-7831

QUOTE

Quote #: AAAQ5159-A

Date: 07/31/17

Sales Rep: Paul Cochran

Customer No:

FOB:

Ship Via: BESTWAY

Est. Ship Date:

Terms:

Quote To:

City Of Spokane

915 N. Nelson
Spokane WA 99202
509-625-7888 Fax: 509-625-7899

Ship To:

City of Spokane

915 N Nelson
Spokane WA 99207
509-625-7806

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
	Purchase of Replacement Body Kit / Shell for Install by Solid Waste Systems ** PRICING PER WASHINGTON STATE CONTRACT #07410 ** 5% Discount From Published List Pricing		
1	Wittke Superduty 40 yd Body Replacement Body Kit	\$165,110.40	\$165,110.40
1	FOB Yuma AZ		
1	Extended Warranty "Plan F" - Additional 4 years on body and hydraulics for a total of 5 years purchased with Original body wil "Roll Over" with Shell Replacement. Current expiration 11/19/2020		
1	Freight to SWS Spokane WA		
1	Groeneveld Auto Lube - Body Only		
1	Mini Strobes 2 Each on tailgate to match existing Spokane FL Spec		
1	Triple Camera System Locations: Tailgate & Sides		
1	Additional 4th Camera Roof Mounted with view of canopy		
1	Paint Body / Stripes / Logos / CNG Decals		
1	Paint Both Ladders Black along with the top of the canopy over the cab		
1	Dismount of Existing Body & Mount New Body Shell using existing components and accessories undamaged by fire		
1	Inspection by Labrie		
	SubTotal		\$165,110.40
1	Washington State Contract Service Fee * Billed directly by Department of Enterprise * Flat 1.5% of "Order Total" - Before Tax	\$2,476.65	\$2,476.65

Qty	Description	Unit Price	Ext. Price
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1

Order Total \$167,587.05

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - SALES TAX NOT INCLUDED - THANK YOU!

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

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

09/18/2017

<u>Date Rec'd</u>	9/6/2017
<u>Clerk's File #</u>	OPR 2017-0620
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2017-0608
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JUSTIN LUNDGREN 625-4115
<u>Contact E-Mail</u>	JCLUNDGREN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0680 - WATPA SUB-RECIPIENT MOU WITH SCSO

Agenda Wording

Agreement with Spokane County Sheriff's Office (SCSO, Spokane, WA) to implement the sub-recipient portion of the WATPA FY2017-2019 award. Maximum award funding is \$196,915.93. Term - 09/01/2017-06/30/2019.

Summary (Background)

In the summer of 2017 the Spokane Police Department was awarded the Washington Auto Theft Prevention Authority program funding from Washington Association of Sheriffs and Police Chiefs. The award - grant # 17-19 WATPA GG - Spokane is for biennium period 2017 through 2019. Spokane PD is the fiscal agent of the grant; funding is used to reduce auto theft and support prosecution of auto theft crimes. Spokane County will use the grant to fund a Deputy position and for travel and training.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? TEST	
Expense	\$ 196,915.93	# 1620-91752-21250-VARIOUS
Revenue	\$ 196,915.93	# 1620-91752-21250-33469
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSC Meeting 03/20/2017
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>	
<u>Finance</u>	DOVAL, MATTHEW	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	achirowamangu	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	ewade	
<u>Additional Approvals</u>		mdoval	
<u>Purchasing</u>		sbrown	
		dstaben	

AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the ("City"), and the SPOKANE COUNTY SHERIFF'S OFFICE, having offices at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as the ("SCSO"). Together hereinafter referenced as the "Parties."

WHEREAS, in the Summer 2017, the City received a 2017 - 2019 Washington Auto Theft Prevention Authority (WATPA) Grant funds for distribution according to the terms and conditions of a Washington Association of Sheriffs and Police Chiefs (WASPC) award; and

WHEREAS, the SCSO is designated to be a sub recipient of grant funds distributed by the City as fiscal agent for the grant;

-- Now, Therefore,

The Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to implement the portion of the 2017 - 2019 WATPA Grant Award as it relates to the distribution of funds by the City as fiscal agent of the grant to the SCSO for the award period of September 1, 2017 through June 30, 2019. A copy of the grant award is attached as "Exhibit A" and is incorporated into this Agreement.

2. TERM. This Agreement shall begin September 1, 2017 and run through June 30, 2019, or until such time as the funds as set forth in Paragraph 3 - FUNDING are expended, whichever comes first. Either party may terminate this Agreement at any time for cause after a reasonable time to cure the breach of the Agreement upon thirty (30) days' written notice to the other party.

3. FUNDING. The City shall distribute funds to the SCSO. The grant funds distributed to the SCSO are for WATPA Grant purposes and shall:

- Be only those necessary for proper and efficient administration of the project.
- Be only those allowable under the principles and standards of the WATPA.
- Be allowable under applicable State and Federal laws, rules, regulations, policies and guidelines.
- Be incurred on or after the first day of the award period and on or before the end date of the award period as designated in Section 2 of this Agreement.
- Be adequately supported by source documentation.
- The SCSO agrees to use the approved purchasing policies and bid procedures required by Spokane County for expenditures involving project activity.

- The SCSO agrees to maintain accounting records following generally accepted accounting principles for the expenditures of Grant funds.
- The SCSO agrees to maintain all documentation for costs incurred for a five-year period following the final payment for the project.

The SCSO will bill the City monthly for actual expenses. The SCSO will receive up to a maximum of ONE HUNDRED NINETY SIX THOUSAND NINE HUNDRED FIFTEEN AND 93/100 DOLLARS (\$196,915.93) for allowable grant costs of a dedicated crime analyst to be assigned to the Spokane Regional Auto and ID Theft Task Force.

Funding will be allocated to the following 3 categories:

- A. Salaries & Benefits - \$192,915.93
- B. Investigations Overtime - \$2,500.00
- C. Travel/Training - \$1,500.00

Salary and Overtime are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction. Overtime and other differential pay are approved provided that the rates are in accordance with the policies of Spokane County and in compliance with the terms and criteria of the WATPA Grant Award.

Benefits and Position Related Allowances are authorized provided that compensation is reasonable and consistent to that paid for similar work in other activities within the jurisdiction.

Travel is authorized within the United States at or below reimbursable rates approved by the Washington State Office of Financial Management.

Budget may not be shifted from one line item to another without prior written approval from the City.

Funding is subject to the continuation of full funding by the State of Washington and is also subject to the Grants Policies and Procedures of the Washington Auto Theft Prevention Authority.

4. PAYMENT. Requests for reimbursement by SCSO shall be made on or before the 15th of each month for the previous month's expenditures. Reimbursement shall be in accordance with the terms and conditions and itemized budget as set forth in Section No. 3 of this Agreement. In conjunction with each reimbursement request, SCSO shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other funding source. Reimbursement requests shall be submitted no more than once a month.

All reimbursement requests must be submitted with appropriate supporting documentation, including copies of receipts, payroll distribution reports as well as invoices and time and effort tracking as directed by the City.

5. SUPPLANTING. Funding provided under this Agreement must be used to supplement existing funds for program activities and must not replace those funds that have

been appropriated for the same purpose. Supplanting shall be the subject of monitoring and audit. If there is a potential presence of supplanting, SCSO will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WAPTA funds. A Non-Supplanting Certification is attached as Exhibit "B" and is incorporated into this Agreement.

6. AUDIT AND REVIEW. The SCSO shall allow the City and WATPA staff and an of their duly authorized representative's access, for purposes of inspection, audit and examination, to any books, documents, papers, records, equipment and personnel that are related to the Grant project.

7. MODIFICATION. No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

8. 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. The agent for the City to receive notices pursuant to this section shall be Mayor David A. Condon or his designee. The agent for the SCSO to receive notices pursuant to this section shall be Sheriff Ozzie D. Knezovich or his designee.

9. INDEMNIFICATION. Each party to this Agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees or its officers. No party assumes any responsibility to the other parties for the consequences of any acts or omissions of any person, firm or corporation not a party to this Agreement. Each party shall be responsible for its own negligence and no party shall indemnify or hold the other parties harmless.

10. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree 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 this Agreement.

11. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws, rules, and regulations of the State of Washington and any applicable federal laws.

12. ALL WRITINGS CONTAINED HEREIN. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind the Parties.

13. HEADINGS. The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections to which they pertain.

Dated: 8/28/17

SPOKANE COUNTY SHERIFF'S OFFICE



OZZIE D. KNEZOVICH, Sheriff

Approved as to form:



Deputy Prosecuting Attorney

Dated: _____ CITY OF SPOKANE

DAVID A. CONDON, Mayor

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments which are a part of this Agreement:

Exhibit "A"	Grant Award
Exhibit "B"	WATPA Non-Supplanting Declaration

17-656

Exhibit "A"

Grant Award

ATTACH GRANT AWARD HERE

**AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT
AND
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET

- | | |
|--|---|
| <p>1. Award Recipient Name and Address:
Chief Meidl
1100 W Mallon
Spokane, WA 99260</p> <p>3. Project Title
WATPA Grant</p> <p>5. Grant No:
17-19 WATPA GG - Spokane</p> <p>7. Amt. Approved
\$ 422,577.93</p> | <p>2. Contact: Craig Meidl
Title: Chief
Telephone: 509.625.4215</p> <p>4. Award Period:
09/01/17– 07/31/2019</p> <p>6. Funding Authority:
WASHINGTON AUTO THEFT
PREVENTION AUTHORITY</p> <p>8. Service Area:
Spokane County</p> |
|--|---|

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

WATPA

RECIPIENT

Name/ Michael Painter
Title WATPA, Executive Director

Name/
Title

Date:

Date:

Requests for reimbursement under this agreement are subject to the following Budget:

Description	WATPA Approved
A. Personnel	
Detective (SPD)	160,948.00
B. Employee Benefits	
Deferred Comp	7,134.33
FICA	2,661.92
Retirement/EOFF	9,482.83
Medical Insurance	32,419.25
Life Insurance	175.00
Dental Insurance	3,049.67
Long Term Disability	791.00
	55,714.00
D. Consultants/Contracts	
Spokane Co Deputy - Salary & Benefits	192,915.93
C. OT to not exceed 2% of grant request	
Investigations	5,000.00
D. Travel/Training	
Travel/Training	3,000.00
G. Public Awareness/Education	
Auto Theft Reduction Strategy	5,000.00
Award:	422,577.93

Exhibit "B"

WATPA Non-Supplanting Declaration

Supplanting

WATPA funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose.

Supplanting shall be the subject of application review, as well as pre-award review, post award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-WATPA resources occurred for reasons other than the receipt or expected receipt of WATPA funds.

The Spokane County Sheriff's Office certifies that any funds awarded through **WATPA** shall be used to supplement existing funds for program activities and will not replace (supplant) non-WATPA funds that have been appropriated for the purposes and goals of the grant.

The Spokane County Sheriff understands that supplanting violations may result in a range of penalties, including but not limited to suspension of future funds under this program, suspension or debarment from WATPA grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Printed Name and Title: Ozzie D. Knezovich, Spokane County Sheriff

Signature: _____



Date: _____

8/28/17

**Briefing Paper
City of Spokane
Public Safety Committee
WA Auto Theft Prevention Authority Grant
March 20, 2017**

Subject

Application for the Washington Auto Theft Prevention (WATPA) Grant. Expected grant funds of \$500,000.00

Background

In 2008 Spokane Police Department (SPD) in cooperation with the Spokane County Sheriff's office (SCSO) and Washington State Patrol (WSP) received funding from WATPA. Funding is awarded to grantees on a biennial period. SPD has continued to apply for the grant together with SCSO as a sub recipient.

WATPA receives its funding through an assessment of the funds received from traffic violations. Through a legislature enacted in 2009, \$10 from each traffic infraction goes to the auto theft prevention authority fund and set aside for the purpose of reducing auto theft throughout the state of Washington.

The current WATPA grant in the amount of \$431,000.00 expires on 06/30/2017. SPD would like to apply for new funding for the July 1, 2017 – June 30, 2019 biennium.

Impact

SPD uses the funding from WATPA to pay for a detective's position and for public awareness. The detective position has a direct impact on auto theft in our community and region. Currently this detective works closely with his counterparts in both the Sheriff's Office and the Washington State Patrol.

Action

Request for approval to apply for the WATPA grant FY2017-2019. Application deadline is 03/31/2017

Funding

Reimbursement from WASPC (WA Association of Sheriffs & Police Chiefs) for:

SPD Detective Position for 2 years - 252,000.00

SCSO Deputy Position for 2 years - 207,953.93

Overtime – 15,000.00

Travel/Education – 15,000.00

Public Awareness Campaign – 10,000.00

**AUTHORIZATION FOR BUDGET TRANSFER
(SMC 7.09)**

NO. _____
DATE 08/30/2017

TO: Budget Control

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

FUND NAME PUBLIC SAFETY & JUDICIAL GRANTS FUND

FROM: DEPT NO. 1620 DEPT TITLE PUBLIC SAFETY & JUDICIAL GRANTS FUND

PROG	FUNC	TYPE	TYPE TITLE	AMOUNT
91724	21390	09050	DETECTIVE	30,000.00
91724	21390	51295	EDUCATION	653.00
91724	21390	51640	DEFERRED COMP	4,532.00
91724	21390	52110	FICA	438.00
91724	21390	52230	PENSLEOFFII	1,517.00
91724	21390	52310	MEDICAL	3,793.00
91724	21390	52320	DENTAL	344.00
91724	21390	52330	LIFE INS	7.00
91724	21390	52340	DISABILITY	92.00
91724	21390	52400	INDUS INSR	19.00
91724	21390	54201	CONTRACTUAL SERVICES	54,800.00
91724	21390	33469	OTHER STATE	(96,195.00)
				0

TO: DEPT NO. 1620 DEPT TITLE PUBLIC SAFETY & JUDICIAL GRANTS FUND

PROG	FUNC	TYPE	TYPE TITLE	AMOUNT
91752	21250	09050	DETECTIVE	30,000.00
91752	21250	51295	EDUCATION	653.00
91752	21250	51640	DEFERRED COMP	4,532.00
91752	21250	52110	FICA	438.00
91752	21250	52230	PENSLEOFFII	1,517.00
91752	21250	52310	MEDICAL	3,793.00
91752	21250	52320	DENTAL	344.00
91752	21250	52330	LIFE INS	7.00
91752	21250	52340	DISABILITY	92.00
91752	21250	52400	INDUS INSR	19.00
91752	21250	54201	CONTRACTUAL SERVICES	54,800.00
91752	21250	33469	OTHER STATE	(96,195.00)
				0

REASON FOR TRANSFER _____

Transfer funds for WATPA FY2017-2019 (09/01/2017-07/31/2019)

Requested By: Angie Chirowamangu APPROVED: _____
Accountant Finance/Budget Approval

UNENCUMBERED BALANCE					Date: 08/30/17 Time: 09:31
Account: 1620-91724-21390-*****-00000					
1	A	B	D	E	F
2	Code	Desc	Actual FFF	Encumbrance FFF	UNENCUMBERED
3			1/13 2017	1/13 2017	BALANCE
4	09050	DETECTIVE	10,594.80		64,263.20
5	33469	OTHRSTATE			236,405.00
6	51235	HOLIDAY XT			300.00
7	51295	EDUCATION	374.96		1,325.04
8	51640	DEF COMP	710.60		7,245.40
9	52110	FICA	171.04		1,062.96
10	52230	PENSLEOFFII	590.65		3,546.35
11	52310	MEDICAL	1,618.30		11,919.70
12	52320	DENTAL	150.43		1,099.57
13	52330	LIFE INSR	2.90		22.10
14	52340	DISABILITY	244.00		62.00
15	52345	POLLEGDEF	30.00		30.00
16	52400	INDUS INSR	8.17		56.83
17	54201	CONT SRVCS			54,800.00
18	54451	ADVERTISING	10,000.00	0.00	10,000.00
		Total	24,495.85	0.00	80,711.85

0

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

09/18/2017

<u>Date Rec'd</u>	9/1/2017
<u>Clerk's File #</u>	OPR 2017-0621
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION
<u>Contact Name/Phone</u>	MEGAN DUVALL 625-6543
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0470 - PAINE HOUSE - 2509 W SUMMIT BLVD

Agenda Wording

Recommendation to list the Paine House, 2509 West Summit 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 Paine 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>	Grant related? NO	<u>Budget Account</u>
	Public Works? TEST	
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	mduvall@spokanecity.org
<u>For the Mayor</u>	sbishop@spokanecity.org
<u>Additional Approvals</u>	
<u>Purchasing</u>	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Paine House - 2509 W Summit Blvd

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 1905; the Paine House meets the age criteria for listing on the Spokane Register of Historic Places.

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

- The Paine House is significant under both categories B and C for the Spokane Register.
- The property is eligible for listing under Category B for its association with Waldo Paine, a Spokane civic, business, and railway transportation leader during the zenith of his career and most-productive period of his life.
- The property is also significant under Category C, architecture, as a fine example of the Arts & Crafts style with Craftsman details. It was designed by master architect, WW Hyslop.
- The building's period of significance is from 1905-1948, identified by the construction date until 1948 when the Paine family sold the home after 43 years of ownership.
- The Paine House embodies the distinctive characteristics of the American Arts & Crafts movement in the Craftsman style, represents the work of a master architect, and possesses high artistic values.

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 Paine House remains almost completely intact, despite one early (1938) enclosure of a portion of the front porch to gain an additional bedroom, it retains excellent integrity in original location, materials, design, workmanship and association.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Paine House according to the appropriate criteria at a public hearing on 8/16/17 and recommends that the Paine House be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

NETTLETONS 2ND PT OF B2 B2 EXC BEG AT PT ON SLY LN OF B2142FT
WLY FRM SECOR TH NLY TO PT IN NLY LN 209.05FT FRM WLYCO R TH
SWLY ALG NLY LN 209.05FT TO WLY COR TH ELY ALG SLYLN TO POB INC
VAC STP LYG NLY OF&ADJ

Parcel Number 25132.1001, is governed by a Management Agreement between the City of Spokane and the Owner(s), McBride Family Trust, 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: 8/18/17

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **16th** day of **August 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **McBride Family Trust** (hereinafter "Owner(s)"), the owner of the property located at **2509 West Summit Boulevard** commonly known as the **Waldo and Louise Paine 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.

O. Keenie McKunde

Owner

Paul H. McKunde

Owner

CITY OF SPOKANE

By: W. J. McKDull

Title: Historic Preservation Officer

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of SPOKANE)

On this 16th day of August, 2017, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, personally appeared DONALD McBRIDE & VICKI McBRIDE

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they (he/she/they) signed the same as theirs (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 16th day of August, 2017.



Stephen Williams

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

My commission expires 8-26-2020

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, 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 _____, 2017.

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
WALDO & LOUISE PAINE 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 **WALDO & LOUISE PAINE HOUSE**
Common Name McBride House

2. LOCATION

Street & Number 2509 W. Summit Boulevard
City, State, Zip Code Spokane, WA 99201
Parcel Number 25132.1001

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
Site	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other
<input type="checkbox"/> moved				

4. OWNER OF PROPERTY

Name Donald McBride & Vicki McBride
Street & Number 2509 W. Summit Boulevard
City, State, Zip Code Spokane, WA 99201
Telephone Number/E-mail 208-484-0059, boise.mcbrides@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
WALDO & LOUISE PAINE 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	Nettleton's Second Addition, Lot 1, Block 2.
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	August 16, 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE

13. SIGNATURE(S) OF OWNER(S)

D. Bernice McBride
Vicki McBride

14. FOR OFFICIAL USE ONLY

Date nomination application filed: 7/14/17

Date of Landmarks Commission Hearing: 8/16/17

Landmarks Commission decision: approved

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

City Council/Board of County Commissioners' decision: _____

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

Megan Duvall 8/18/17

Megan Duvall Date

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

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



*Paine House in 1908
South Facade*

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Listed in 2006 on the National Register of Historic Places in Nettleton's Historic District, the Waldo & Louise Paine House, built in 1905, is an excellent example of the Arts & Crafts tradition in Spokane, Washington. The property is located in the West Central neighborhood northwest of downtown Spokane on Summit Boulevard, one of the city's most admired residential streets. As its name implies, Summit Boulevard follows a high, curvilinear ridge at the summit of a wooded basalt bluff that overlooks the Spokane River as it flows northwest. With a stupendous view of the river, forested hillsides, and distant mountain peaks, the well-preserved Paine House is prominently sited on Summit Boulevard and retains excellent integrity in original location, design, materials, workmanship, and association.

CURRENT CONDITION & APPEARANCE

Site

The Paine House is located on Lot 1, Block 2 in Nettleton's Second Addition on a triangular-shaped portion of land bounded by Summit Boulevard to the north, Maxwell Avenue to the south, and Cochran Street to the east. The junction of Maxwell Avenue

and Summit Boulevard form the western point of the triangular-shaped land. With a slightly irregular footprint, Lot 1 is located in the eastern half of Block 2, and is roughly 166 feet wide and 190 feet deep. The Paine House is sited in the center of Lot 1, which has a level grade. A circular driveway covered with crushed basalt stone gravel forms a semi-circle in front of the Paine House from Summit Boulevard. A west leg of the driveway continues south along the west side of the house through the home's rear grounds to Maxwell Avenue at the southern border of the property. The Paine House is surrounded on three sides to the west, east, and south by residential neighborhoods with paved tree-lined streets and historic single-family homes built from the early 1900s to the 1940s (World War II). With panoramic views to the north and west, the Paine House and homes built along Summit Boulevard at the bluff's edge are larger architecturally prominent homes while properties located southeast and east of Summit Boulevard reflect mostly smaller, modest dwellings.

House Exterior

The Paine House has an irregular footprint and fronts north along Summit Boulevard. The home is 51 feet wide and 45 feet deep with 1.5 stories, a composition asphalt shingle-covered side-gable roof, and a basalt rubblemix stone foundation. The house is clad with basalt stone cobbled clinker brick at the first floor, and split-cedar wood shingle siding at the second floor and gable peaks. Original windows include multi-paned casement, 1/1 double-hung, and fixed-pane units. Wood window/door frames and wood bargeboards reveal wide, generous frame proportions, and the split-cedar wood shingles are longer and wider than usual.

The primary north face of the Paine House features an asymmetrical design with a massive, broad low-pitched side-gable roof with widely overhanging eaves and exposed rafter tails. A wide shed dormer is located in the center of the home's north-facing roof slope. A small gable-peaked inset dormer is adjacent to the west end of the wide shed dormer and projects forward two feet. The shed dormer has three symmetrically placed windows—two windows are 1/1 double-hung wood-sash units and one window is a multi-paned wood casement window. The gable dormer has a single 1/1 window, which is shaded by a large, 20-inch-deep bargeboard at the dormer's gable roof. The face of the deep bargeboard is embellished with clipped ends and unusual applied black iron ornamental washers, formed in cross designs. The second story is clad in oversized split-cedar wood shingles, which compliment the gabled dormer's oversized bargeboard and wide window/door frames. A single-story, nine-foot-wide covered front entry bay (vestibule inside) projects eight feet from the north face of the house at the first floor. The projecting front entry features a front-facing gable roof, wide bargeboards with decorative washers, a pair of multi-paned casement windows, and cobbled clinker brick cladding. Located in the ell formed by the home's north face and the projecting bay at the first floor is a front door on the bay's east elevation. The wood front door features a vertical-wood-board design and supports a multi-paned window in the upper leaf. The home has a partial-width 28-foot-wide concrete front porch covered by an eight-foot-deep wood pergola from the porch's northeast corner west to the projecting entry bay, just west of center. In 1934, the northeast corner of the front porch/pergola was enclosed

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WALDO & LOUISE PAINE HOUSE

as a bedroom 13-feet-wide and eight-feet-deep. The enclosed porch exterior walls are made of clinker brick, the pergola was covered with a flat roof, and two windows and an exterior door were installed. An interior door opens to the dining room at the home's first floor. Located between the enclosed northeast corner of the front porch and the center projecting front entry bay is an original tripartite window with a fixed center pane and two flanking multi-paned casement windows (the window looks into the home's dining room at the first floor).

The east elevation of the house is considered a secondary façade of the home as it faces east onto Cochran Street, and features a view of the home's massive low-pitched side-gable roof. The roof has exaggerated widely overhanging eaves with exposed rafters that terminate at 20-inch-deep bargeboards, which match the bargeboards on the north façade of the home. The thick and wide east-elevation bargeboards have clipped ends and are embellished with a continuation of decorative black iron washers. The east elevation's first story is clad with cobbled clinker brick, and the second story and gable peak are clad with oversized split-cedar wood shingles. The gable peak has a center pair of small multi-paned casement windows, the second floor has three symmetrically placed windows, and the first floor has four asymmetrically placed windows. Windows on the east elevation of the house include a mixture of 1/1 double-hung units, casement units, fixed-pane units, and one tripartite window with a center fixed pane flanked by two multi-paned casement windows. As viewed from Cochran Street at the east border of the property, a side view of the principal roof includes its broad, rear extension porch cover over a back porch built on the first floor at the southeast corner of the house. The rear corner porch has a high clinker brick porch wall that supports plain wood balusters that extend to the porch roof.

The west elevation of the house is partially obscured by large mature deciduous trees and an adjacent single-family home. Like all four sides of the home, the west elevation is clad with exposed basalt stone at the foundation, cobbled clinker brick at the first floor, and oversized split-wood cedar shingles at the second floor and gable peak. A prominent cobbled clinker brick chimney rises from grade through the roof gable in the center of the west elevation. An original tripartite window is located north of the chimney at the first floor. An original square box window bay with multi-paned windows is located south of the chimney; plain wood brackets support the box bay. Two original 1/1 double-hung wood-sash windows flank the center chimney at the second floor. All of the windows on the west face have wide wood window frames. The side-gable roof is visible at the west elevation and has widely overhanging eaves, exposed rafters, and 20-inch-wide bargeboards distinguished with decorative black iron washers.

The south rear elevation of the house features a partial extension of the principal roof as its large broad slope covers a partial-width back patio and two back porches. Two sets of concrete steps ascend from two separate exterior back porch doors to the concrete patio. The roof features a full-width shed dormer at the second floor with four symmetrically placed windows. Two gabled "eyebrow" attic dormers with deep bargeboards punctuate the shed dormer. In 1957, a covered wood car port was built onto the southern eave of

the back porch roof, and extended over a large added concrete patio space. A small shed was attached to the south rear of the carport the same year.¹

House Interior

The Paine House has 5,278 square feet of useable floor space. The first floor has 1,728 square feet, the second floor has 1,590 square feet, the finished portion of the attic has 400 square feet, and the basement has 1,560 square feet.² Ceilings on the first floor are nine-and-a-half-feet high and ceilings on the second floor are eight-and-a-half-feet high. Woodwork in the vestibule/living room/dining room/back entry hall is ebony-finished vertical grain curly fir, and woodwork in the kitchen and powder room are painted pine. Walls and ceilings are a mixture of original lathe-and-plaster construction and newer drywall. Whether painted or ebony-finished, all of the woodwork on the first floor follows the Craftsman-style and is wide and plain without embellishment.

An exterior front door made of vertical wood boards opens to a vestibule, which measures seven feet wide and seven feet deep. A plain built-in bench seat made of ebony-finished fir is located on the vestibule's west wall. An original Craftsman-style burnished brass and opaque glass ceiling light fixture hangs from the center of the vestibule. A door made of ebony-finished vertical board fir opens into an eight-foot-wide reception hall, which opens west to a 28-foot-deep by 15-foot-wide living room that extends the depth of the house from the home's front north wall to the south rear wall. The front reception hall also opens east to a large formal dining room 15 feet wide by 17 feet deep. A leaded-glass multi-paned fixed window with yellow/gold colored cathedral glass located in the upper leaf is located in the ebony-finished vertical board vestibule door and in two duplicate-designed doors located on the south wall of the reception hall between the living room and dining room (south wall doors open to a center back hall). In the vestibule, living room, reception hall, and dining room, floors are golden-hued oak plank, woodwork is ebony-finished fir, and walls and ceilings are painted or wall-papered plaster. Ebony-finished fir boxed ceiling beams embellish the living room and dining room ceilings. At the junctures between ceiling beams and living room walls, the ceiling beams extend down the walls to the floor. Plain ebony-finished fir brackets support the ceiling beams.³ A focal point of the living room is a center fireplace on the west wall. The mantle is made of ebony-finished fir, the fireplace surround is made of basalt stone rubblemix, the hearth is made of mottled matte-glazed ceramic tiles, and the firebox is rectangular. Ebony-finished built-in bookshelves surround a row of multi-paned windows on the living room's south wall. The living room opens east into the center reception hall and to the dining room with an extension of oak hardwood floors and boxed ceiling beams. The dining room features ebony-finished fir woodwork featured as wide door and window surrounds, boxed ceiling beams, vertical board wainscoting and

¹ Spokane building permits and Spokane County tax assessor data. Spokane County Courthouse, Spokane, WA.

² Ibid.

³ The design for the brackets is attributed to the home's architect, W. W. Hyslop (see the "Architectural Significance" section of this nomination).

plate rail, and a south-wall built-in china cupboard. A focal point of the dining room is a fireplace built adjacent west of the built-in china cabinet on the south wall. The fireplace mantle is made of ebony-finished fir, the hearth is made of glazed matte ceramic tiles, the firebox is rectangular, and the fireplace surround is clad with clinker brick. A door on the east wall opens to a kitchen (remodeled in 2016) with a wide-plank engineered wood floor, built-in casework/appliances/fixtures, and a center island. A door on the south wall in the kitchen opens to a covered back porch. From the back hall next to the kitchen, another back door opens to concrete steps and a covered back porch. A staircase in the back hall rises to a landing, turns and rises to the second floor. The staircase is made of ebony-finished fir with plain balusters and a plain handrail. Staircase newel posts are mostly square and plain but are modestly embellished with cut-out oak leaf-shaped motifs. The back hall floor is covered with stone tile (2017 remodel).

The second floor has a center hall that leads to five bedrooms, two bathrooms, a powder room, and a fireplace. The east end of the hall opens to a hall bathroom with a ceramic tile floor and shower stall (remodeled in 2016). A door in the adjacent northeast bedroom opens into the hall bathroom. To the west, the master bedroom is located at the opposite end of the hall and features a 28-foot-deep room built over the living room with a brick fireplace and a remodeled (2017) *en suite* bathroom with bathtub, separate shower stall, washbasins, toilet, and built-in vanities. The southeast bedroom opens *en suite* to a small powder room. The remaining two north-wall bedrooms are smaller without adjoining bathrooms. A door on the south wall in the hall opens to an interior staircase that leads to an attic. The attic is partially finished with rooms under roof eaves. The hall stairway at the first floor descends to a partially finished basement with bedroom/bathroom and storage room, mechanical room, and laundry room.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

An initial set of plans were drawn in 1904-1905 for the Paine House.⁴ However, the plans were quickly changed in 1905 before construction was completed. A 1908 photograph of the home shows the exterior of the house similar to how it appears in 2017. One significant change was to the northeast corner of the front porch when the porch corner was enclosed to produce a small main-floor bedroom. In the northwest corner living room of the house, multi-paned casement windows were replaced with fixed pane windows. A carport and shed were attached to the covered back porch of the house, and the kitchen and interior bathrooms were remodeled. Alterations include:

- | | |
|------|--|
| 1934 | The northeast corner of the front porch was enclosed to form a bedroom and a fireplace, which was built in the northeast corner of the bedroom (Spokane building permit #42680). |
| 1957 | The original garage was demolished and replaced by a one-story wood frame carport addition attached to the roof of the original back porch, and |

⁴ Hyslop, W. W. *Paine House Plans, 1904-05*. Northwest Museum of Arts & Culture Archive Library. Spokane, WA.

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- a wood frame shed was attached to the south rear wall of the carport (Spokane building permit B37769). The original concrete patio under the porch roof was enlarged to support the carport and shed.
- 1958 A gas forced-air furnace was installed (Spokane building permit B42118).
- 1970s Composition asphalt shingles were installed over the original 1905 wood shingle roof in 1980.⁵ Another layer of composition asphalt shingles was installed over the 1980 roof in the late 1990s⁶.
- 2015-17 The kitchen was remodeled with oak floors, built-in casework, built-in center island, built-in range and dishwasher, new plumbing and sink, electrical services and lighting. The second floor hall bathroom was remodeled with a built-in shower enclosure, vanity with washbasin, toilet, and ceramic tile floor and ceramic tile-clad shower walls. The powder room in the southeast bedroom was remodeled with new fixtures and new ceramic tile floor. The master bedroom's south closet was enlarged, and the *en suite* bathroom was remodeled in 2017 with new fixtures and updated plumbing and wiring. The powder room on the main floor was remodeled in 2017 with a washbasin, toilet, and shower stall.

⁵ The current owner installed the composition roof shingles in 1980 for his parents who, at that time, owned and resided at the property.

⁶ Personal interview in 2017 with Paine House homeowners, Bernie & Vicki McBride.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1905-1948</i>
<i>Built Date</i>	<i>1905</i>
<i>Architect</i>	<i>W. W. Hyslop, Architect</i>

STATEMENT OF SIGNIFICANCE

Listed on the National Register of Historic Places in 2006 as a contributing historic resource of Nettleton's Historic District, the Paine House was custom-designed and constructed for Waldo & Louise Paine in 1905. Architecturally significant, the property is eligible for listing on the Spokane Register of Historic Places under Category C in the area of significance, "architecture." The property is further significant and eligible for listing under Category B for its association with Waldo Paine, a Spokane civic, business, and railway transportation leader during the zenith of his career and most-productive period of his life. Waldo Paine was instrumental in consolidating some of the first electric railways in the Spokane region, including the Spokane & Coeur d'Alene Railroad, the Spokane & Inland Railroad, the Spokane Traction Company, and the Spokane Terminal Company into the Spokane & Inland Empire Railroad Company. At the height of his career, Paine served as the vice president and general manager for the consolidated railroad company, director of the Spokane Interstate Fair Association, and vice president of the Spokane Chamber of Commerce. As reported by N.W. Durham, noted Spokane historian/newspaper reporter, Waldo Paine was regarded and regaled as "one of the most prominent railroad men" in the Spokane region.⁷ The period of significance for the Paine House is 1905-1948, a span of 43 consecutive years, during which time the property was home to the Paine family. Waldo Paine's wife, Louise Nettleton Paine, was the daughter of William Nettleton, who planned, platted and developed Nettleton's First & Second Additions in West Central Spokane—an area which included a portion of Summit Boulevard where the Paine House is located. Architecturally significant, the Paine House is a hallmark example of the American Arts & Crafts style embellished in the Craftsman style. It retains excellent exterior and interior architectural integrity and possesses high artistic values. The Paine House is prominently located along Summit Boulevard at the crest of a high basalt bluff, and commands a spectacular view of the meandering Spokane River to the northwest. A fine product of his architectural expertise, the house was designed by celebrated Spokane historic master architect, W. W. Hyslop. The home was featured in the May 7, 1905 edition of the *Spokesman-Review* newspaper with floor plan drawings and headlines that announced:

ATTRACTIVE HOME OF WALDO PAINE
Occupies Triangular Plot...Overlooking the Spokane River
Cost Complete Was \$6,800
Living and Dining Room Connect Into One Very Large Room

⁷ Durham, N.W.

The newspaper article touted the property as “one of the most attractive homes recently completed in Spokane” with a plan that showed a “convenient arrangement” and an exterior that is as “unusual as it is pleasing.”⁸ A copy of a professional archival photograph of the Paine House (see page 4 of this nomination) was featured in the September 1908 trade publication, *The Western Architect*, Volume 12, Number 3, as one of the showcased properties in a select group of buildings and homes built in Spokane at the turn of the 20th century.⁹

HISTORICAL CONTEXT

Nettleton's First & Second Additions

Named for early Spokane developer William Nettleton, Nettleton's First & Second Additions were platted in 1887 and 1888. Prior to platting, the land was characterized by rocky basalt outcroppings, native grasses and trees, and wide panoramic vistas of the Spokane River seen from the high bluff along Summit Boulevard. Located about 1.5 miles northwest of downtown Spokane and the Spokane River, the area was remote and sheltered from the city's relentless noise, dust, and dirt by verdant stands of virgin pine and fir trees. At that time, there were few roads, no electricity, no water, and the land was sparsely populated. After it was platted, the residential additions offered 40- and 50-foot-wide lots for sale with a “country estate” kind of appeal, and sparked an interest in potential landowners. A *Spokane Falls Review* newspaper article dated September 28, 1887 enticed buyers with a description of the area that included a “new tract of land which in many ways is superior to anything that has yet been offered...several hundred acres commanding a view which for picturesqueness and beauty is unsurpassed...”¹⁰ Roads were graded, Holmes Public School was built, and buyers began purchasing lots on which to erect their homes.

On May 12, 1889, William Nettleton and his wife, Nell Nettleton, conveyed to their daughter, Louise N. Paine, all of Block 2, various lots on Block 1 and Block 8 in Nettleton's Second Addition, and multiple lots on Block 18 in Nettleton's First Addition in West Central Spokane. The cost of the generous transaction was \$3,000 and included Lot 1 of Block 2 on which the Paine House was erected.¹¹

Panoramic view lots along Summit Boulevard were offered and quickly purchased by successful doctors, lawyers, miners, engineers, railroad men, bankers, and businessmen who commissioned architects and builders to build large custom-designed homes. A few examples of prominent Summit Boulevard neighbors and homes near the Paine House include the Spokane Monroe Street bridge-designer and engineer John Ralston and his wife Mary Ralston, who erected in 1900 a tall Queen Anne/Stick-style home, located next east across Cochran Street from the Paine House. Real estate developer John

⁸ *Spokesman-Review*, 7 May 1905

⁹ See photograph of the house, page 4, of this nomination.

¹⁰ *Spokane Falls Review*, 1887

¹¹ Spokane Warranty Deed 30735, July 1889

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Sherwood and his wife, Josephine Sherwood, lived in a sprawling 1898 mansion southwest of the Paine House on Summit Boulevard. Located at the southern end of Summit Boulevard is the Richardson House, a fine example of the American Foursquare style, built in 1906 for lawyer and mining entrepreneur/real estate manager Charles Richardson and his wife, Frances G. Richardson. Built adjacent south of the Richardson House is the large Mission Revival-style Thomas House, which was constructed in 1907 for prominent St. Luke's Hospital physician and surgeon, Dr. Charles Thomas, and his wife, Elsie Thomas.

Waldo Paine died in 1926, leaving his widowed wife, Louise Paine, to care for the property. One year later in 1927, she granted and conveyed the Paine House to her son Alan G. Paine, and his wife Clara A. Paine. Son Alan Paine, like his father, was a successful Spokane business leader. He practiced law at different times in Spokane as a partner in the law firms Post, Russell & Paine, and its successor Paine, Lowe, Coffin & Herman from 1925 to his death in 1958. He was a first lieutenant in World War I, served as director for several Spokane corporations, and was "one of the first members of the Board of Governors of the Washington State Bar Association."¹²

Before Alan Paine's death in 1958, the Paine family sold the Paine House to Spokane physician Dr. Samuel Thatcher Hubbard Jr. and his wife, Norma Dean Hubbard in 1948. In 1964, the Hubbards sold the property to Donald B. & Barbara A. McBride. Donald McBride worked as a Washington State Highway engineer until his retirement in the early 1990s. In 2015, the property was transferred to the ownership of the McBride's son, Donald B. "Bernie" McBride, and his wife, Vicki McBride. Bernie McBride is a retired engineer and Vicki McBride is an elementary school teacher.

HISTORICAL SIGNIFICANCE

Category B

Category B applies to properties associated with individuals whose contributions can be identified and documented, and who are individually significant in Spokane.¹³ The Paine House is eligible for listing on the Spokane Register of Historic Places for its association with the property's first homeowners, Waldo Grant Paine and his wife, Louise Nettleton Paine.

Waldo Grant Paine (1863-1926) & Louise Nettleton Paine (1862-1948)

The historic Paine House is most particularly associated with the productive lives of Waldo & Louise Paine, and her father, W. Nettleton, the developer of Nettleton's Second Addition where the Paine House was erected. Waldo Grant Paine was born in 1863 in St. Paul, Minnesota, educated in public schools, and arrived in Spokane in 1889. He began employment for his father-in-law, William Nettleton, a real estate developer of West Central Spokane. At that time, Paine purchased a wholesale retail and grocers' mercantile company and re-organized it as the Sloan-Paine Company. In 1903, he sold

¹² *Spokane Daily Chronicle*, 1958

¹³ *National Register Bulletin* 15.

his interest in the mercantile company and began working in the railroad transportation business, a significant catalyst that ignited the “development of the northwest” and specifically helped Spokane grow as an important railroad hub and transportation division center.¹⁴ In 1905, he commissioned the construction of the Paine House, a custom-designed and custom-built home erected at 2509 N. Summit Boulevard. As described by historian N.W. Durham in *The History of the City of Spokane and Spokane Country* (1912), Waldo Paine began building an electric railway company called the Spokane & Coeur d’Alene Railway around the same time the Paine House was built. His railway business was successful and broadened “his worth of service,” increasingly regarded by many as a “public benefit” to Spokane.¹⁵ During the 21 years he lived in the Paine House, Waldo Paine reached the pinnacle of his career when he was successful in consolidating four major Spokane railway transportation enterprises—the Spokane & Coeur d’Alene Railroad, the Spokane & Inland Railroad, the Spokane Traction Company, and the Spokane Terminal Company—into the Spokane & Inland Empire Railway Company. Appointed as the consolidated company’s vice president and general traffic manager, Paine oversaw the successful operation of hundreds of miles of expanding railroad systems. As noted in his February 21, 1926 obituary, “the electric interurban [railroad] properties have shown improved returns” and a bright “outlook under the direction of Mr. Paine.”¹⁶ In addition to his railroad transportation duties, Waldo Paine was active in civic affairs in the city, including membership with executive and trustee positions in the Spokane Chamber of Commerce, the Elks Club, the Spokane Amateur Athletic Club, the American Association of Passenger Traffic Officers, the Exchange National Bank, and the Spokane Transportation Club. As remembered in his obituary, Waldo Paine was praised for his friendship along with his “optimistic and cheerful disposition and keen interest in life.”¹⁷

ARCHITECTURAL SIGNIFICANCE

Category C

“Distinctive characteristics are the physical features or traits that commonly occur in individual types, periods, or methods of construction. A property must clearly contain enough of those characteristics to be considered a true representative of a particular type, period, or method of construction.”¹⁸ Applicable characteristics are expressed as “form, proportion, structure, plan, style, and materials.”¹⁹ To be eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance, 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
- 3) possess high artistic value

¹⁴ Durham, N.W.

¹⁵ Ibid.

¹⁶ *Spokane Daily Chronicle*, 1926

¹⁷ Durham, N.W.

¹⁸ *National Register Bulletin* 15.

¹⁹ Ibid.

The Paine House meets *all three* of the above-referenced historic register listing requirements. It is a fine American Arts & Crafts rendition of the Craftsman style, represents the work of a master architect, and possesses high artistic values.

The American Arts & Crafts Tradition

The American Arts & Crafts tradition can be described as an early 1900s movement, which espoused simple, clean lines, handcraftsmanship, and turned its back on pretentious, over-decorated structures of the Victorian age. The Arts & Crafts aesthetic rejected the appearance of mass-produced products, and espoused a reverence for all things handcrafted—or that appeared handcrafted. In this context, *appeared* described architectural millwork and many construction materials that were mass-produced in factories in such a way that they looked handmade. Either truly handmade singly or machine-milled in multiple lots, structural architectural features used in the design and construction of homes often included exposed beams, joists, rafters, and supporting braces and brackets, all implying honesty and true handcraftsmanship. Sometimes these architectural elements were structural while other times they were made to look structural but in fact were purely decorative. The *Craftsman style* was perhaps the most prolific residential style to emerge from the American Arts & Crafts movement followed by other styles, including the Prairie School and various eclectic revivals of traditional architecture such as Tudor and Colonial Revival, Italian Renaissance, French Eclectic, Spanish Eclectic, and Mission styles.²⁰

The Craftsman Style

The Craftsman architectural style became one of the most popular and fashionable small house designs in America, and reigned from about 1900 to 1930.²¹ Three of the most successful American house designers to promote the Craftsman style were Gustav Stickley in the eastern United States, and Charles Greene & Henry Greene (Greene & Greene Brothers Architects) from the southwestern United States in Pasadena, California. Stickley produced a national magazine called *The Craftsman* that offered designs for house plans and ideals revered by the Arts & Crafts movement. Stickley's magazine was distributed throughout the United States between 1901 and 1916, and sparked a flood of builder's pattern books, pre-cut house packages, and a plethora of both good and bad affordable bungalow designs. On the west coast, the Greene Brothers developed a type and style for domestic homes and buildings based entirely on craftsmanship principles promulgated by the Arts & Crafts movement. The brothers used mortise-and-dowel treatment in their house frames, fabricated most of their hardware, designed their own leaded-glass windows, cast decorative tile, and designed and constructed moveable and built-in furniture. The Greene Brothers are best known for their "ultimate bungalows"—landmark examples like the large, expansive Pasadena-famed 1908 Gamble House (of

²⁰ Schweitzer, Robert and Michael W. R. Davis. *America's Favorite Homes*. Detroit: Wayne State University Press, 1990.

²¹ McAlester, Virginia and Lee, 1989.

Proctor & Gamble) in addition to smaller more modest homes that line the streets and neighborhoods in Pasadena and other towns and cities throughout Southern California.²²

Craftsman-style homes were designed to harmonize with nature and the environment. Traditional handcraftsmanship and “natural” materials such as native field stone or basalt rock, brick masonry, irregular textured clinker brick masonry sometimes with large projecting cobbles, coarsely textured stucco, hand-split wood shingles, and hand-rubbed natural woodwork were revered and used. Identifying features of the Craftsman style included a broad house form with a strong horizontal orientation and design emphasis achieved by a low to medium-pitched roof, widely overhanging eaves, decorative eave brackets, exposed rafter tails or purlins, wide and deep bargeboards, horizontal bands that separated different wall claddings, a deep front porch, and massive square or tapered porch piers, posts, and columns.

Merging indoor and outdoor living was important to the Craftsman style where open floor plans utilized deep front and rear porches as outdoor entry halls and living spaces. Indoors, the Craftsman style promoted wide, open interior spaces with large windows that allowed the admittance of natural sunlight—the opposite of darkened, smaller individual rooms so popular in preceding Queen Anne architecture. The Craftsman style emphasized the interior use of wood structural members, interior woodwork, and wood floors. Wood could be treated as coarse and rough with a hand-hewn appearance or smooth and finished with deep patinas. Craftsman-style woodwork was cut to look handmade with plain, simple, unembellished wide proportions and pristine square-cut corners and edges. Popular wooden features included unembellished wide window/door frames and woodwork, bargeboards, brackets, sleeping porches, fireplace mantels, inglenooks, alcoves, wainscoting, staircases, and built-in furniture (bench seats, window seats, bookcases, drop-leaf desks, beds, china buffets/hutches, linen cabinets/closets, kitchen tables/counters/cabinets). Colored finishes such as paint, stain, and/or linseed oil were used to preserve interior and exterior wood features. Heavily influenced by mid-18th and mid-19th century English and European aesthetics, the Craftsman-style ideal espoused the use of black ebony-finished curly and vertical-grain fir for woodwork and built-in wood furniture. Finished wood appeared very dark and nearly black, giving the age-old appearance of wood darkened from decades of oil polish and preservative applications made darker by coal smoke and soot pollution during England’s machine age in the 1850s. In addition, black wrought-iron balustrades, brackets, balconies, windows, doors, hardware, light fixtures/lanterns, heat register grilles, window and “speak-easy” door grilles, and other applied decorative iron work were popular features of the Craftsman style.

Craftsman-style Features of the Paine House

The following Craftsman-style features characterize the Paine House:

²² Interview with Paul Duchscherer in 1997.

**Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE**

- Correct built date: the Paine House (built 1905) was constructed during the Craftsman-style period from 1900-1930
- Broad, wide house with horizontal orientation and emphasis
- Asymmetrical exterior design
- Low-pitched side-gable roof
- Low-pitched wide shed dormers, gabled dormer, and eyebrow dormers
- Very widely overhanging open eaves
- Exposed rafters in open eaves
- Bargeboards prominently wide and deep with clipped ends
- Over-sized split-cedar wood shingle cladding
- Irregular textured clinker brick with large protruding basalt stone cobbles
- Basalt stone rubblemix foundation
- Porch pergola (exposed structural members)
- Boxed bay with multi-paned windows
- Horizontal windows (combination of rows of windows, tripartite windows, and window pairs)
- Multi-paned windows and fixed picture-pane windows
- Black wrought-iron bargeboard washers (unique artistic decorative embellishment applied to the home's bargeboards)
- Original Craftsman-style interior vestibule pendant light fixture
- Ebony-finished vertical-grain and curly fir plain square-cut woodwork seen in wide door and window surrounds, boxed ceiling beams and brackets, crown molding, floor molding, interior doors, staircase, built-ins (bench seats, bookshelves, china cupboard, plate rail, vertical board wainscoting, staircase, cut-out designs in staircase newel posts)
- Hardwood oak plank floors
- Multi-paned stained cathedral-glass and leaded-glass windows in walls and doors
- Original five-panel interior doors
- Original Craftsman-style brass door knobs and hardware
- Basalt rubblemix stone fireplace surround
- Mottled matte-finished glazed ceramic tile fireplace hearths
- Natural building materials and colors (materials and colors from brick, basalt, ebony-finished fir woodwork, black iron, oak)

The above-referenced list of Craftsman-style features at the Paine House render the property a prominent representative of the Craftsman style. The very broad, low-pitched side-gable roof of the house is made more prominent by the extension of the principal roof over two back porches, exaggerated widely overhanging eaves, and deep thick bargeboards. The clipped ends of the bargeboards along with numerous black iron cross-shaped washers applied to bargeboard faces contribute to artistic values of the Craftsman style of the house. Exposed structural members are found in the front porch pergola and as interior boxed ceiling beams. Natural materials that clad the house include over-sized split-cedar wood shingle siding, textured and cobbled clinker brick cladding, and a basalt

stone rubblemix foundation. The ebony-finished vertical-board and curly fir interior woodwork is an example of pristine Craftsman-style articulation with plain, unembellished square-cut corners/edges and plain built-in furniture (bench seats, china cupboard, bookshelves, staircase). The home's open floor plan, featuring a living room/reception hall/dining room, forms one large great room and is a hallmark feature of the Craftsman style. Open floor plans of the Craftsman style were in direct rebellion to small, individual rooms designed for multiple uses as seen in the preceding Queen Anne style. With wide windows, an open floor plan, natural building materials and colors, and the home's broad roof and ground-hugging horizontal orientation, the Paine House seems "at one with nature" and easily harmonizes with its natural environment—a Craftsman-style tenet.

W. W. Hyslop, Architect (1867-1917)

William Wallace Hyslop was born in 1867 and raised on a farm in Minnesota. He was educated as an architect at Columbia University in New York and came to Spokane, beginning his architectural practice in 1901. He practiced for 16 years until his untimely death in 1917 at age 50. Hyslop's designs are comparable to those rendered by Spokane's most noted architects and are particularly innovative in style, quality, and durability. Like many architects during the early 1900s, Hyslop developed a particular design feature that became recognizable as a "Hyslop design," a kind of cipher or "calling card" attributed to W.W. Hyslop. He developed a simple wood diagonal bracket design with plain square-cut edges, which he used with interior woodwork and for many covered porches. His diagonal bracket design is evident in the Paine House, and supports the ends of boxed ceiling beams in the home's living room.

Hyslop's designs for domestic architecture span a wide spectrum of styles and sizes from large, rambling mansions to luxury apartment houses, to small affordable bungalows. In addition to the Craftsman-style Paine House, a few exceptional examples of his work include some architecturally prominent homes such as the American Foursquare-detailed Charles & Frances Richardson House (1226 N. Summit Boulevard), the Neoclassical-style Odell House (508 E. Rockwood Boulevard), the Tudor Revival-style Frank Gibbs House (821 E. Rockwood Boulevard), the Mission-style J. J. Kaiser House (1115 S. Grand—demolished), and the contemporary-looking A. E. Grant House (605 E. Rockwood Boulevard). Apartment houses in Spokane include the Marlboro, Avenida, and Elm Apartments, all located in Browne's Addition. Hyslop was very productive with more than 80 residential and commercial designs built in Spokane, Hawaii, Montana, and other towns around the Pacific Northwest. To lower office costs and share resources, W.W. Hyslop shared brief partnerships with C. Harvey Smith in 1901-1904, and with C. Ferris White in 1905-1906.²³ Each architect had his own set of clients and worked on his

²³ *Notes from Robert Hyslop, 1997.* Robert Hyslop, W.W. Hyslop's son, remembered that his father's brief partnerships with architects C. Harvey Smith (1903-1904) and C. Ferris White (1905-1906) were a "sharing of office space and resources. The architects did little collaboration but worked as individuals for different clients."

**Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE**

own individual projects. In 1912, Hyslop formed a professional partnership and worked in tandem with Fred Westcot.

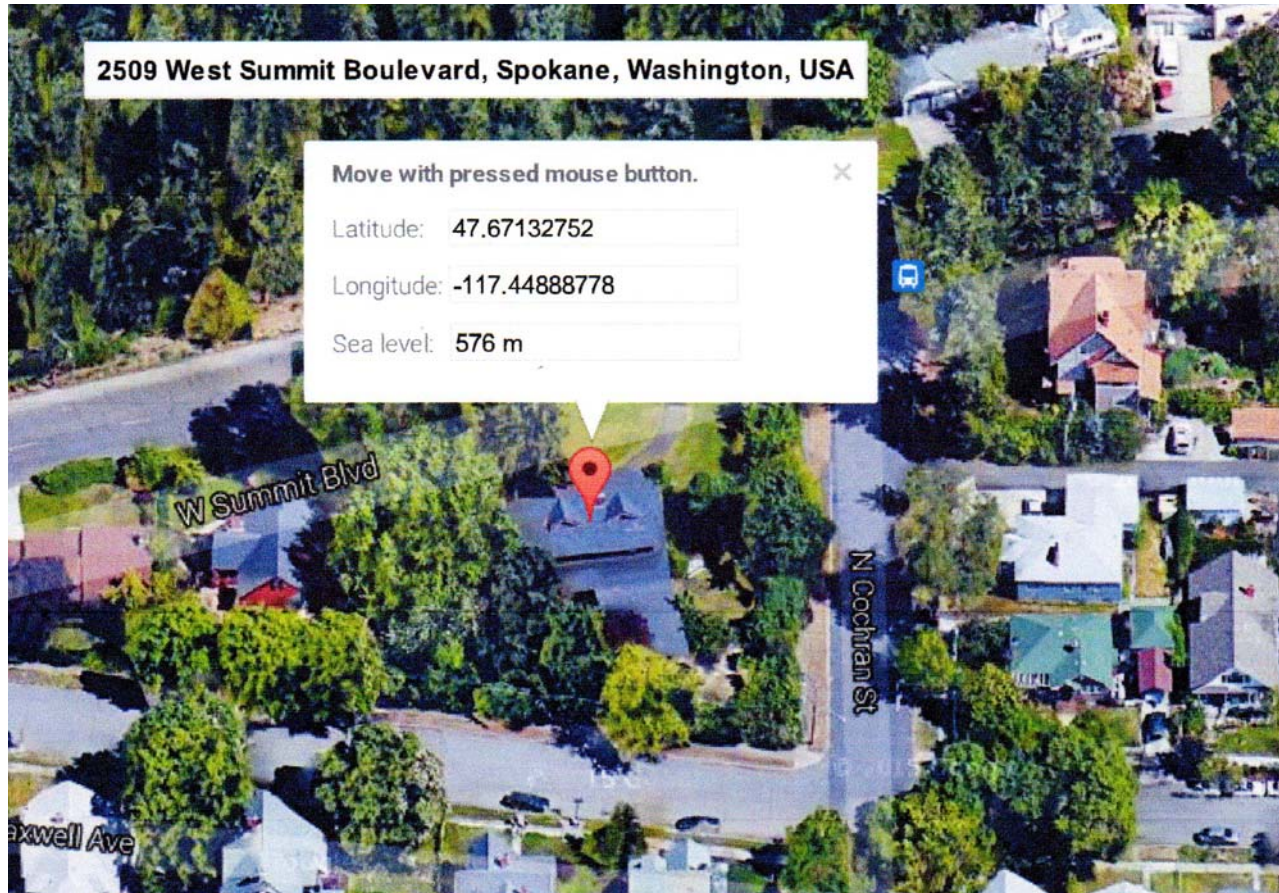
The exterior of the Paine House does not resemble other homes designed by Hyslop but the Summit Boulevard location and interior of the Paine House, however, are similar to the Richardson House (1226 N. Summit Boulevard, built in 1906). Both homes were built on Summit Boulevard, and both homes were articulated with the same plain and wide, square-cut, ebony-finished fir woodwork when the majority of Craftsman-style homes were finished with golden oak-hued woodwork. Both homes have a large great room with a living room/reception hall/dining room, and both homes feature fireplaces with irregular textured clinker brick cladding. After more than a century, W. W. Hyslop's designs have proved to be some of the finest in Spokane, possessing high artistic values and representing the work of an accomplished professional architect.

**Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE**

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Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE

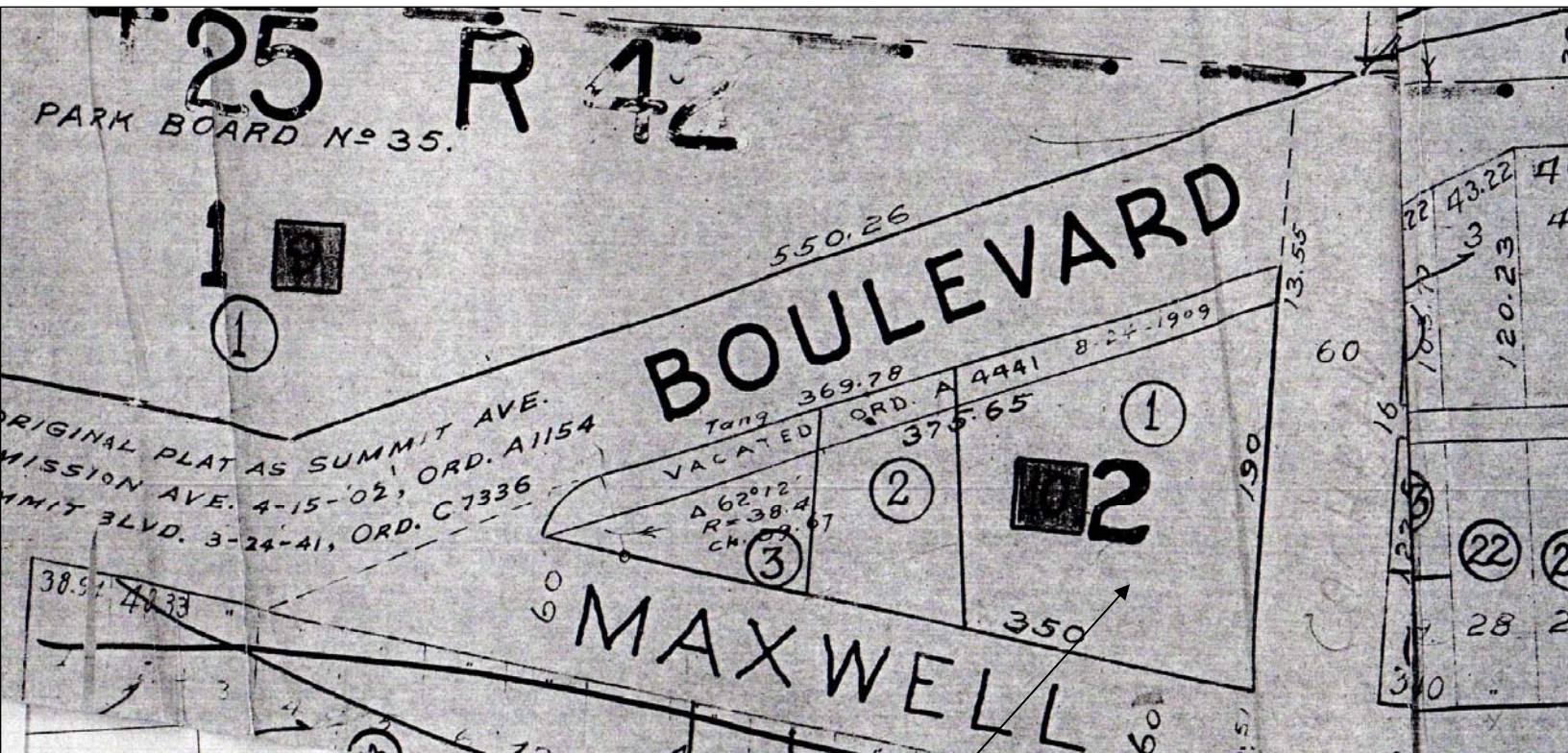


PAINE HOUSE
2509 W. Summit Boulevard
Spokane, WA 99201

North ↑

AERIAL MAP
Source: Google Maps 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



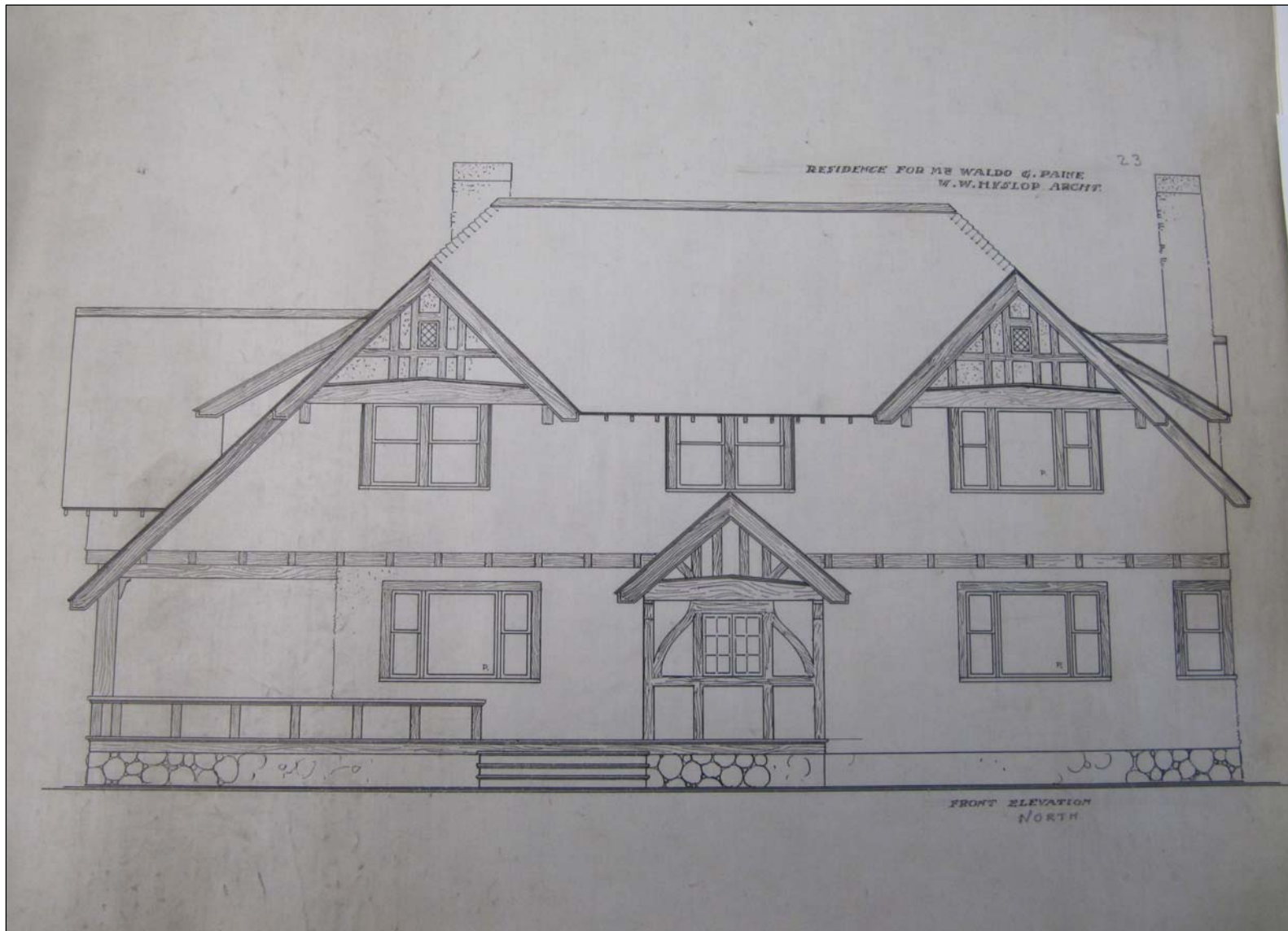
PAINE HOUSE PROPERTY
Nettleton's Addition Block 2 Lot 1

*2509 W. Summit Boulevard
Spokane, WA*



PLAT MAP
Source: Spokane County Maps & Assessor Records 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



PAINE HOUSE
1905 South Façade Drawing
W. W. Hyslop, Architect

Note: 2nd floor roof and dormer design were changed in 1905

*Source: MAC Archive Library
Spokane, WA*

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE

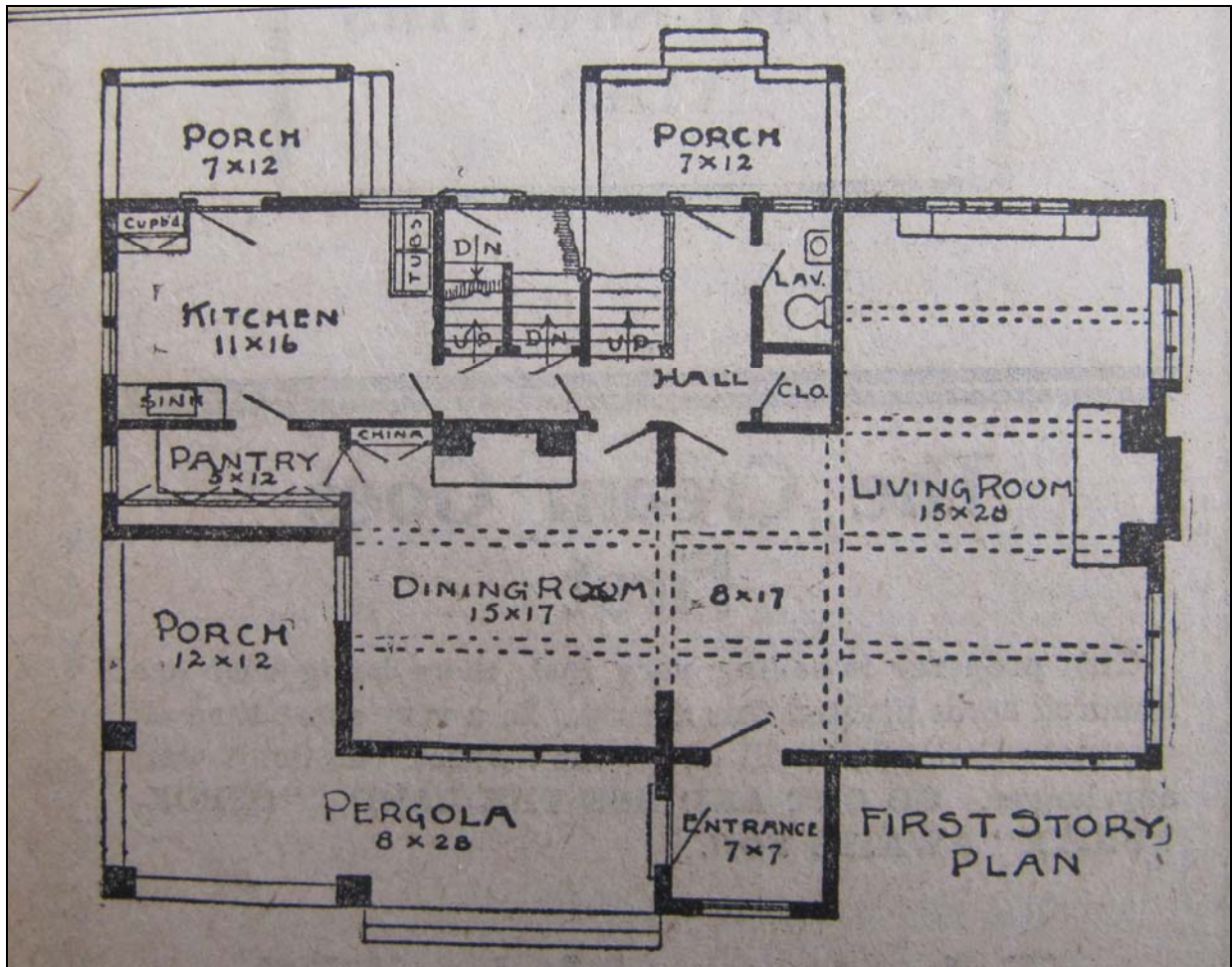


PAINE HOUSE

***1905 North Rear Elevation Drawing
W. W. Hyslop, Architect***

*Source: MAC Archive Library
Spokane, WA*

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE

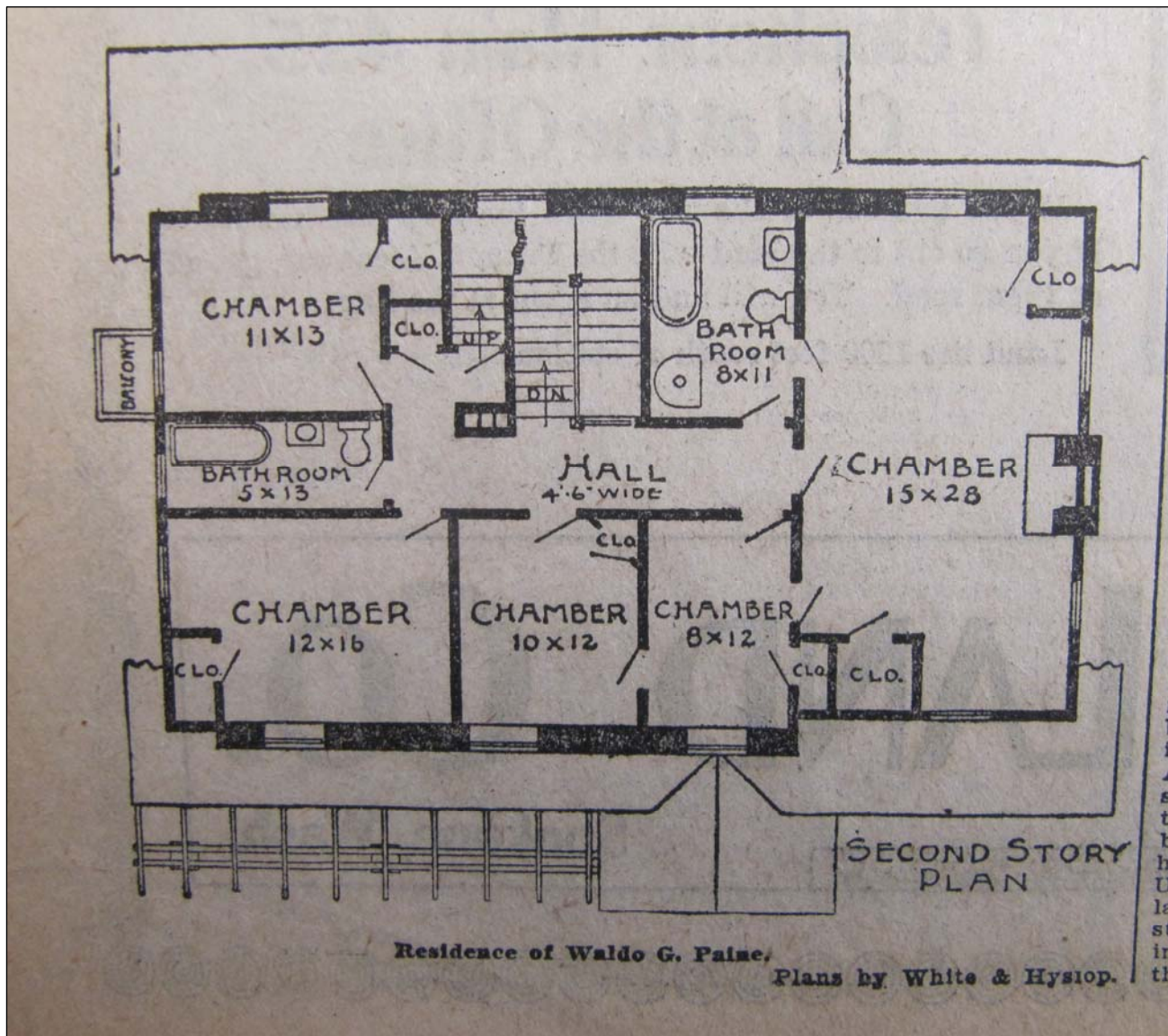


**1905 ARCHITECTURAL 1st FLOOR PLAN
PAINE HOUSE**

W. W. Hyslop, Architect

Source: Spokesman-Review Newspaper, May 7, 1905

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



**1905 ARCHITECTURAL 2nd FLOOR PLAN
PAINE HOUSE**

It is interesting to note that the above-pictured newspaper drawing lists architects for the home as both Hyslop and White. According to public records, plans were drawn for the Paine House by W.W. Hyslop while he shared office space with associate architect C. Ferris White. As told by Hyslop's son, Robert Hyslop, C.F. White and W.W. Hyslop did not share clients or collaborate on work. The above-pictured newspaper drawing appears to be incorrect in listing both Hyslop and White as the architects of the Paine House.

Source: Spokesman-Review Newspaper, May 7, 1905

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



PAINE HOUSE in 1908
North Facade

2509 W. Summit Boulevard
Spokane, WA

Source: The Western Architect, Vol 12, No 3. September 1908
Spokane Public Library Northwest Room
Spokane, WA

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



***PAINE HOUSE in 1921
2509 W. Summit Boulevard***

*Source: MAC Archive Library, Spokane, WA
L87-1.20412-21*

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



PAINE HOUSE in 1952
2509 W. Summit Boulevard

Source: MAC Archive Library, Spokane, WA
L87-1.20412-21

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



North façade of Paine House in 2017



Northwest façade corner in 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



North rear elevation in 2017



North rear elevation in 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



West elevation in 2017



East elevation in 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Front door in 2017, looking west



Vestibule, looking northwest in 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Living room in 2017, looking southwest



Living room in 2017, looking northwest

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Fireplace in living room, looking west in 2017



Library in living room, looking south in 2017



Living room, looking east into dining room in 2017
Notice ceiling beam with brackets—a signature design by architect W. W. Hyslop



1905 ceiling beam bracket

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Dining room, looking east in 2017



Kitchen, remodeled in 2016, looking southeast

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Remodeled kitchen in 2016

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Interior door from living room to vestibule, looking north



Stairway located in center of 1st floor, rising to 2nd floor landing in 2017, looking south

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Master bedroom, west end of house, 2nd floor, looking northwest in 2017



Master bedroom, looking north in 2017

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



Northeast bedroom in 2016

Spokane City/County Register of Historic Places Nomination
WALDO & LOUISE PAINE HOUSE



En suite powder room in southeast bedroom in 2016



Attic in 2016

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

09/18/2017

Date Rec'd

9/1/2017

Clerk's File #

OPR 2017-0622

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVALL 625-6543

Project #Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - MCKINLEY SCHOOL - 117 N NAPA ST

Agenda Wording

Recommendation to list McKinley School, 117 North Napa Street, on the Spokane Register of Historic Places.

Summary (Background)

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

Fiscal Impact

Grant related?

NO

Budget Account

Public Works?

TEST

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study SessionDivision Director

TRAUTMAN, HEATHER

OtherFinance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

mduvall@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

sbishop@spokanecity.org

Additional ApprovalsPurchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

McKinley School – 117 N. Napa

FINDINGS OF FACT

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

- Built in 1902 and enlarged in 1903; the McKinley School meets the age criteria for listing on the Spokane Register of Historic Places.

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

- The McKinley School is significant under both categories A and C for the Spokane Register.
- The property is eligible for listing under Category A for its association with the broad student growth trend in Spokane that resulted in city-wide construction of public schools to accommodate and increasing population of students.
- The property is also significant under Category C, architecture, as a fine example of early 20th century school architecture in the Neoclassical style designed by master architect, Loren Rand.
- The building's period of significance is from 1902-1962, identified by the construction date until 1962 when the school was closed as a public elementary school.
- The McKinley School embodies the distinctive characteristics of the Neoclassical style, represents the work of a master architect, and possesses high artistic values.

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 McKinley School is well-preserved and retains excellent integrity in original location, design, materials, workmanship, and association. Although the setting of McKinley School has changed since it was an active elementary school, the actual building itself is intact. What was once a working class residential neighborhood is now more of an industrial area adjacent to the Sprague Avenue commercial corridor.

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 McKinley School according to the appropriate criteria at a public hearing on 8/16/17 and recommends that the McKinley School be listed on the Spokane Register of Historic Places.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

SUB OF SEC 16 BLK 69

Parcel Number 35163.3001, is governed by a Management Agreement between the City of Spokane and the Owner(s), Robert C. Brewster Jr. for Schoolyard Billy, LLC, of the subject property.

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: 9/1/17

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **16th** day of **August 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Robert C Brewster Jr. for Schoolyard Billy, LLC** (hereinafter "Owner(s)"), the owner of the property located at **117 North Napa Street** commonly known as the **McKinley School** 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

*For Schodyard Billy, LLC
By: Robert C. Brewster
its manager*

Owner

CITY OF SPOKANE

By: 

Title: *Historic Preservation Officer*

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2017, before me, the undersigned,
a Notary Public in and for the State of _____, personally appeared

_____, 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
_____ day of _____, 2017.

Notary Public in and for the State
of _____, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, 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 _____, 2017.

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
McKINLEY SCHOOL

***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 **McKINLEY SCHOOL**
Common Name

2. LOCATION

Street & Number 117 N. Napa Street
City, State, Zip Code Spokane, WA 99202
Parcel Number 35163.3001

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name School Yard Billy, LLC c/o Robert C. Brewster Jr.
Street & Number 1157 Federal Avenue
City, State, Zip Code Seattle, WA 98102
Telephone Number/E-mail 206-390-0105, rob.brewster@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 ☐
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL**

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

The nominated property includes the entire parcel, which is 2.96 acres.

Verbal Boundary Description

The legal description is Block 69, a Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian.

Verbal Boundary Justification

The nominated property includes the entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Preservation Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

August 16, 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

13. SIGNATURE(S) OF OWNER(S)



By Rob Bawster, its Manager
For Schoolyard Billy, LLC

14. FOR OFFICIAL USE ONLY

Date nomination application filed: 7/18/17

Date of Landmarks Commission Hearing: 8/16/17

Landmarks Commission decision: Yes

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

City Council/Board of County Commissioners' decision: _____

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



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

9/1/17
Date

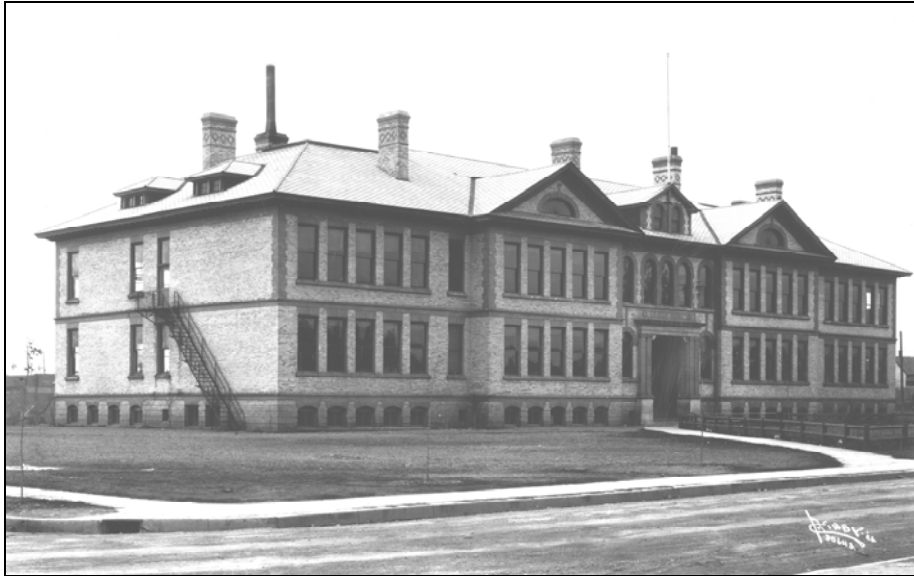
Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



McKinley Elementary School in 1926



McKinley Elementary School in 2017

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1902 and enlarged in 1903, the McKinley School is an outstanding example of public school architecture with influence from the Neoclassical style. The massive 2.5-story building is embellished with a formal symmetrical design, broad wall expanses of crème-colored face brick cladding, contrasting red brick quoins, red brick window arches, a hipped roof with hipped and gabled dormers, a combination of original arched and rectangular windows, decorative architectural details made of cast-concrete, and an elaborate formal front entrance. Partially recessed at the first floor, the full-height formal front entrance bay is articulated with details influenced by the Neoclassical style, including narrow fluted engaged pilasters with decorative Ionic capitals, a custom-designed cast-concrete entablature, a row of round arched windows with radiating brick voussoirs, and a decorative cast-concrete name plate, which spells McKINLEY SCHOOL. Located in a mixed-use commercial, industrial, and residential area in Spokane, Washington's East Central neighborhood, McKinley School is remarkably well-preserved and retains excellent integrity in original location, design, materials, workmanship, and association.

CURRENT CONDITION & APPEARANCE

Site

In good condition, the McKinley School is located in the city's northeast quadrant in the center of Block 69, a subdivision of School Section 16, Township 24 north, and Range 43 east of the Willamette Meridian. Spokane City Block 69 is 300 feet wide and 362.5 feet deep, for a total of 2.96 acres. The school building is built on level grade and is framed by large expanses of baked soil and paved parking areas. The paved parking areas are located in the southwest corner of Block 69 along with a large concrete 140-foot-wide by 70-foot-deep concrete warehouse and loading dock (built in 1971). The McKinley School property is located in a busy commercial/industrial area of East Central Spokane and is surrounded by a mixture of historic buildings and a few homes built from 1900 to 1945, a mixture of increasing contemporary commercial infill built from the 1960s into the 2000s, and a wide diagonal swath of Northern Pacific Railroad tracks, located one block north of the school. East Main Avenue borders Block 69 to the north while Riverside Avenue borders Block 69 to the south. North Magnolia Street borders Block 69 to the west, and Napa Street borders the property to the east. North Napa Street is a busy arterial that intersects with East Sprague Avenue, a multi-lane east-west arterial located one block south of the school.

School Exterior

McKinley School forms a slightly irregular rectangular footprint. Facing east onto North Napa Street, the school building is 184 feet wide and 70 feet deep,¹ and even though it is large, it consumes a small 12% of Spokane City Block 69 on which it is built. The school building has 2.5 stories built on a basalt rock foundation. A low-pitched hipped roof covers the school building with asphalt composition roof shingles. Matching hipped

¹ Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA.

dormers illuminate an unfinished attic, and punctuate the roof at north and south roof slopes. Front-facing gabled dormers are located on the building's east façade. Widely overhanging boxed eaves with decorative wood modillions and tongue-in-groove wood soffits embellish the roof. Eight crème-colored brick chimneys project from across the hipped roof. Red bricks provide contrast to the chimneys' crème-colored face bricks, and are defined by horizontal belt courses and diamond shapes made of red brick. The school building is completely clad in crème-colored face bricks laid in a stretcher bond pattern over unreinforced common-bond red brick masonry construction, resulting in planar surfaces that produce broad expanses of face brick. The broad expanses of crème-colored face brick are interrupted by decorative contrasting red brick quoins at building corners and windows in addition to contrasting red brick horizontal belt courses, and flat to round window arches. Decorative belt courses, dentil courses, and window sills made of cast-concrete additionally break up the building's broad exterior surfaces. A strong visual feature of the school is a symmetrical pattern of multiple tall, rectangular 1/1 "school classroom" windows that illuminate classrooms at the first and second stories of the building. In contrast to the school's large rectangular windows on the first and second stories, small multi-paned windows with segmental red brick arches encircle the school building in the raised basement. At the southern-most end of the east façade is an architecturally incompatible one-story-high metal overhead garage/warehouse door that replaced three 1/1 tall windows at the first floor and two segmentally arched basement windows.

East Façade

The school building faces east along North Napa Street and is distinguished with a Neoclassical-style symmetrical design articulated with five full-height bays, a low-pitched hip roof with a low-pitched center front-facing gabled dormer, widely overhanging boxed eaves with decorative modillions and original tongue-in-groove soffits, and multiple rows of symmetrically placed, tall, rectangular, 1/1 double-hung, wood-sash "school classroom" windows on the first and second stories. Basement foundation windows are segmentally arched with red brick voussoirs and are located in the two bays that flank the center bay to the north, and the two bays that flank the center bay to the south. The raised foundation is rusticated and clad in crème-colored face brick laid in stretcher bond over unreinforced common-bond masonry. At the second story, red brick quoins define the corners of all five east facade bays. Repeating horizontal red brick belt courses and cast-concrete belt courses separate the basement from the first floor, the first floor from the second floor, and the second floor from the roof eave. Contiguous cast-concrete decorative window sills support rows of multiple windows at the first and second stories of the building. Three bays in the center of the east facade project forward from the two end bays. The center bay is articulated with a gabled dormer, five round-arched windows at the second story, and a recessed formal entrance at the first story. The five arched windows at the second story are distinguished with red brick quoins and round arches with red brick radiating voussoirs. The formal entrance to McKinley School is located at the first floor and is elaborately detailed with a decorative, classical entablature over the recessed entrance. Resembling white/gray marble, the entablature is made of cast-concrete and includes a decorative crown, which extends over

a small dentil course and wide frieze band. The frieze is supported by two corner pairs of engaged square pilasters articulated with narrow-width fluting and correct classic Ionic capitals. Two scroll-like brackets made of cast-concrete are located beneath the frieze next to the pilaster pairs. The pilaster pairs are anchored to square piers and stair walls made of cut granite. The stair walls support ten concrete stair steps that rise to the school's recessed front entry. The corner pilaster pairs are flanked by arched windows with red brick voussoirs. Unusual elongated keystones in the window arches rise to lower level of second floor windows. Two sidelights with upper glazing flank double entry doors at the front entrance to the school. The entry doors have upper-leaf glazing while the lower half contains recessed panels in a checkerboard design. Transom windows with fixed glazing cap the two entry doors and their sidelights. A school nameplate made of cast-concrete is centered above the front entrance entablature, and is articulated with the appellation, McKINLEY SCHOOL. The two flanking bays on either side of the front entrance bay are capped with lower cross-gables at the roof that form front-facing pediments. Each pediment has a crème-colored face brick-clad face with semi-circular multi-paned windows and red brick radiating voussoirs. The gabled dormer above the center bay has a crème-colored brick face and two arched windows with red brick radiating voussoirs. The elaboration of the building's front entrance bay and two adjoining projecting flanking bays distinguish and define McKinley School's Neoclassical style and center front entrance.

North and South Faces

The north and south faces of the building are similar with 2.5 stories clad with crème-colored brick laid in a stretcher bond pattern over unreinforced common brick masonry. The north and south faces reveal a continuation of the building's a raised basement, low-pitched hipped roof, and original windows. One hipped dormer punctuates the center of each roof slope. Each dormer is clad with split-cedar wood shingles, and each dormer has a pair of multi-paned windows. Like the rest of the building, the roof eaves at the north and south faces of the building are boxed and widely overhanging, and reveal decorative wood modillions over tongue-in-groove wood soffits. The basement, first floor, and second floor at the north and south faces are separated one from another by red brick horizontal belt courses that form a sharp contrast to the crème-colored brick planar wall surfaces. Red brick quoins accentuate outside building corners on the second story. Window placement follows asymmetrical patterns on both the north and south faces. At the northwest corner of the north face, a row of five 1/1 tall windows are located on the first floor and the second floor. A row of five multi-paned segmentally arched windows with red brick voussoirs are located at the raised basement located below the five first-floor windows. With few windows, the north face is illuminated with three asymmetrically placed single windows. The raised basement at the north and south faces of the building is rusticated with crème-colored brick laid in a stretcher bond pattern over unreinforced brick masonry.

West Rear Face

The west rear face of the school building is divided into three full-height bays—a wide center bay flanked by two smaller projecting bays with lower hipped cross-gables. The

entire west rear building face reveals varied symmetrical fenestration patterns with a variety of window sizes and shapes, a continuation of the building's low-pitched hipped roof, widely overhanging boxed eaves with decorative modillions, tongue-in-groove wood soffits, and a broad expanse of crème-colored brick planar wall surfaces. Contrasting red brick is used as corner quoins, horizontal belt courses, soldier courses on flat-arched windows, and voussoirs over round-arched windows. An unusual feature is represented by two diagonal rows of three arched windows each located in the center bay, indicating stairways built on the interior west wall of the school. Two exterior wood-paneled back doors are located in the raised basement. The rear west face of the school has a continuation of the rusticated raised basement's crème-colored brick cladding punctuated by segmentally arched window openings. Four of the 16 basement windows are filled with crème-colored bricks. The remaining openings have multi-paned windows.

School Interior

McKinley School is large with 12,154 finished square feet on the first floor, 12,347 finished square feet on the second floor, and 12,347 partially finished square feet in the basement for a total of 36,848 square feet.² The attic is unfinished. The school's double front doors at the east façade open to a large reception hall and wide hallway. The wide hallway follows a full-width north-south axis through the center of the school from the north end to the south end of the building. The school has classrooms on the east half of the school and classrooms, restrooms, offices, and stairwells on the west half of the building. Ceilings are 12 feet high, floors are made of solid hard rock maple planks, and walls and ceilings reveal original lathe-and-plaster construction. Woodwork in the reception hall and wide hallway on the first and second floors is vertical-grain fir finished in a rich dark brown hue. Original opaque milk glass "schoolhouse type" pendant light fixtures remain in the building. About two-thirds of the classrooms retain chalk or cork boards when they replaced original slate boards in the 1960s-1970s. Most interior doors, windows, and cloak rooms retain original brass hardware. Restrooms retain original terrazzo marble floors.

The first floor of the school has four classrooms—three north of the school's center front entrance and one south of the front entrance. Of the four classrooms, three face east onto Napa Street at the east face of the school, and one faces northwest at the rear northwest corner of the school. Each classroom is approximately 20 feet wide by 30 feet deep with 12-foot-high ceilings. Each classroom has a row of five original tall, 1/1 double-hung, wood-sash windows that are specifically designed to invite a large volume of natural light into the room. Additionally, each classroom has a cloak room open to the classroom through two classroom doors. Cloak rooms are equipped with attached horizontal chair rails—one high and one low—with coat hooks designed for students' coats, jackets, etc. The three classrooms located north of the school's center front entrance retain doors that open to the building's main center hallway in addition to doors that open from each individual classroom to an adjoining classroom. Interior classroom woodwork is painted

² Spokane County Tax Assessor records. Spokane County Courthouse, Spokane, WA.

white in contrast to the medium-brown finished fir woodwork in the school's main hall and front reception hall. The west half of the school contains a classroom located in the northwest corner (described above), a girls' restroom and small office located north of the school's center front entrance, and a boys' restroom and small office located south of the center front entrance. Located opposite the center front entrance along the west wall in the main hall are two identical large, open stairways to the second floor. Regarded as a strong focal point of the center front entrance reception hall and main school hall, the large closed string stairways are illuminated by a diagonal pattern-placement of three tall windows each that light the stair's multiple steps. Individually located at the first floor and at the second floor, two large open reception rooms separate the two stairways. Located opposite of the building's center front entrance, the open reception room on the first floor is part of the front entrance reception hall as the reception hall extends from the building's front east wall to the reception room at the rear west wall. Like the woodwork in the reception hall and main hall of the school, the two open stairways reveal vertical-grain fir finished in a rich dark-brown hue. Square newel posts with multiple recessed panel designs anchor the stairways. Turned-post balusters support wide handrails, and two landings facilitate each stairway's climb to the second floor. At the first floor only, the south end of the school building is designed differently than the north end. Instead of two classrooms in the building's southeast and southwest corners, a full-height gymnasium occupies the entire space from the basement to the second floor, and from the east front wall to the west rear wall of the school (the two classrooms at the south end of the first floor were removed in 1936, and a gymnasium was built in their place). The gymnasium is partially finished with plastered walls, a concrete floor, and a row of seven tall 1/1 windows along the west wall and half of the south wall at the southwest corner of the building. The windows along the east wall of the gymnasium were replaced by a metal overhead garage/warehouse door.

The second floor of the school mirrors the first floor with one difference: Unlike the 1936 replacement of the first floor's southeast and southwest classrooms with the existing gymnasium, the original classrooms located in the southeast and southwest corners of the second floor are intact. With the intact classrooms, the second floor has a total of seven classrooms. Like the first floor, the second floor includes two offices, a girls' restroom, a boys' restroom, a center open reception room on the west wall (identical to the reception room on the first floor), and two large stairways built on the west wall. Woodwork, doors, and stairways in the center hallway are finished with vertical-fir finished in a rich medium-brown hue. Interior classroom woodwork is painted white. Ceilings are 12 feet high, floors are covered with solid hard rock maple planks, and walls/ceilings are made of original lathe-and-plaster construction. Fenestration patterns match those on the first floor.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Remarkably intact, the original exterior appearance of the enlarged McKinley School appears little changed in 2017 compared to photographs of the school in 1903 when construction was completed. An incompatible alteration to the east façade of the school in the 1960s-1970s includes the removal of windows at the southeast corner of the first

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

floor for the installation of a large, metal overhead garage/warehouse door on the east facade. At least 11 of the original 42 arched multi-paned windows in the raised basement around the perimeter of the school have been replaced by a combination of brick infill, a wood-paneled exterior door in the basement, and the aforementioned overhead garage/warehouse door at the southeast corner of the school's first floor. Modifications to McKinley School during the last 114 years include:

1903 The original 1902 school building (*Spokane Daily Chronicle* 1902) was enlarged to the present design (*Spokesman-Review* 1965).

1936 The two classrooms on the first floor at the southeast and southwest corners of the school were removed and replaced by a basement gymnasium with a 20-foot-high ceiling (Spokane building permit #47470).

1940s-1970s Basement spaces were partially finished for use as school rooms to teach industrial arts and building contracting. A back door replaced a basement window and was installed at the south face of the school. A side door replaced an original 1/1 window on the north face of the building at the first floor. At least four interior classroom doorways on the first floor were widened but not finished. A classroom on the first floor next south of the east main entrance of the school was stripped of all original woodwork and plaster-and-lathe construction to unreinforced red brick unreinforced masonry and exposed ceiling beams, and remains presently in that condition. A metal overhead garage/warehouse door replaced the original windows at the first floor and raised basement when it was installed at the building's southeast corner at the east façade.

1971-2017 Although not connected to or part of the McKinley School building, the school building site on Block 69 was altered by the construction of a large 9,800 square-foot single-story warehouse and loading docks at the property's west border behind the school building's west rear face. A metal chain-link fence was installed around the perimeter of the property (Spokane building permits B77692, 54733, 18397, B27322, B27803). All lathe-and-plaster construction ceilings were removed down to ceiling beams due to decades of damage and decay from water, snow, and ice.

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Education</i>
<i>Period of Significance</i>	<i>1902-1962</i>
<i>Built Date</i>	<i>1902</i>
<i>Architect</i>	<i>Loren L. Rand</i>

STATEMENT OF SIGNIFICANCE

Built in 1902 and enlarged in 1903, McKinley School in East Central Spokane is eligible for listing on the Spokane Register of Historic Places for its historical significance under Category A and for its architectural significance under Category C. The property's period of significance is from 1902, when it was initially constructed, to 1962, when the building was closed as a public elementary school in Spokane School District 81. McKinley School embodies the distinguishing characteristics of its building type and period of construction, and is an excellent example of early 20th-century public school architecture with influence from the Neoclassical style. One of the oldest public schools in Spokane, McKinley School represents broad student growth trends in Spokane that resulted in a city-wide construction of public schools to accommodate an increasing population of school students.

HISTORIC CONTEXT

Early Spokane

Located next to a series of waterfalls on the Spokane River, the small settlement of Spokane was founded in 1873. In the 1880s, abundant gold and silver lodes were discovered in the Coeur d'Alene mining region just east of the city. Transportation was needed to haul the gold and silver, and by the late 1880s, railroad routes linking Spokane to the Mid-Western and Eastern United States were established. The Spokane community grew and gained recognition as a center for mining, lumber, agriculture, and rail transport. The town experienced phenomenal growth with a population from 20,000 in 1890, to over 36,000 by 1900. Ten years later in 1910, the city's population grew at an unprecedented rate to over 100,000 people. Single-family homes were built at a rapid pace throughout the city and outlying areas. Sidewalks were installed and graded roads were paved for horse-drawn buggies, automobiles, and public cable cars. Grocery markets, stables and automobile shops were constructed, and churches and schools were built to accommodate the immediate needs of growing families and communities.

One of the first communities in Spokane to be developed with numerous neighborhoods was a large tract of land east of the city's central business district called East Central Spokane. It was roughly bounded on the north by North Trent Avenue and south past Liberty Park, located south of East Sprague Avenue. Spreading east from Division

Street, the East Central area stretched for more than five miles east to the city limits at Havana Street.

East Central Spokane and Union Park

Developed in the late 1880s and early 1900s as a working-class neighborhood, East Central Spokane was colloquially known as “Union Park,” a name that originated from the concentrated industrial settlement that developed along East Trent and East Sprague Avenues. East Central Spokane grew as an outgrowth of the industrial development built east of the city’s downtown core. Most of Spokane’s banking, commerce, and merchant-based businesses were established in the city’s central business district, located along Riverside Avenue and west of Division and Bernard Streets. In contrast, industrial enterprises sporadically developed east of the downtown core along the Northern Pacific Railroad tracks and along Trent Avenue, Sprague Avenue, and North Napa Street. Mill sites, horse-and-buggy services followed by automobile centers, and a variety of stores, shops, markets, banks, and bars were clustered along Sprague and Trent Avenues and Napa Street. Hundreds of small affordable homes were built on 50-foot-wide lots in the late 1890s and early 1900s. Old-timers in Union Park remembered when land in the area sold for \$5 an acre and homes rented for \$5-\$10 a month.³ People bought homes and grew their families, resulting in a need for churches and schools. McKinley School was built to serve the area’s growing student population.

HISTORIC SIGNIFICANCE

Category A

To be considered for listing under Category A, a property must be associated with broad trends in Spokane and retain historic integrity in original location, design, materials, workmanship, and association. Historically significant, McKinley School is associated with the rapid growth trend of Spokane’s population and need for public education facilities. To date the largest population growth in Spokane’s history began in 1890 when the city’s population numbered 20,000. In less than 11 years by 1910, the population grew to over 100,000 people. Spokane School District 81 began building additional elementary and secondary schools throughout the city, including McKinley School.

In the 1800s, the State of Washington set aside land for public school education throughout the state. In Spokane, a plat of land was located between the Northern Pacific Railroad tracks and East Sprague Avenue along the west side of North Napa Street in the center of Union Park. The land tract was identified as Spokane City Block 69, a Subdivision of School Section 16, Township 25 North, Range 43 East of the Willamette Meridian. The area around Block 69 began to quickly develop. Homes and businesses were built, families grew, and hundreds of school children immediately required educational services.

³ Yeomans, 2002.

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

A public school was needed to accommodate children living in Union Park. An August 5, 1902 article in the *Spokesman-Review* newspaper reported that the “Spokane School Board voted conditionally...for the building and finishing of the McKinley School...as provided for by the \$150,000 bond issue.” Spokane building contractors/brick masons William Rollinson and George Laslett (Rollinson & Laslett Contractors) were awarded the contract to build and finish McKinley School for \$21,427. The school board specified the “work be done by December 1, under a penalty of \$25 a day after that date. The board came to an agreement after very little discussion...deciding upon the lowest bidder.”⁴

A preliminary report in the November 1, 1902 *Spokane Daily Chronicle* newspaper stated the “McKinley schoolhouse in East Spokane...will be ready for occupancy immediately after the holidays.” The 1902 building was designed with three classrooms on the first floor and three identical classrooms on the second floor, and when completed, “will be dignified,” “fine-looking,” and “modern throughout.”⁵

McKinley School was erected in 1902 for \$26,000—more than the \$21,427 original accepted bid for the construction of the building. School officials decided the newly erected McKinley School was too small to accommodate Union Park’s increasing student population so it was enlarged the following year in 1903. When construction was completed, the new building was more than twice the size of the original 1902 building, and the cost was an additional \$32,000. By 1909, McKinley School student enrollment totaled 585.

In their book, *First Class for 100 Years—Spokane Public Schools, School District 81, 1889-1989*, the school district penned the following account about McKinley School:

*In 1917, McKinley initiated a prevocational junior high program for seventh, eighth, and ninth grade boys. As part of their vocational training, the boys built garages. In cooperation with the Kiwanis, the students eventually constructed a complete house. During the height of the prevocational program, the McKinley School housed seven different shops. While McKinley boys were engaged in vocational training, junior high girls in the area attended the Stevens School.*⁶

Libby and Havermale Junior High Schools were built in 1928, and McKinley School’s seventh, eighth, and ninth-graders attended the new schools. McKinley School then served as an elementary school for children up to the sixth grade. After 1928, the loss of the junior high program at McKinley School caused school enrollment to drop significantly; there were 243 students in 1961.

⁴ *Spokesman-Review*, 1902

⁵ *Spokane Daily Chronicle*, 1902

⁶ School District 81, 1989

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

In 1965, the school property was auctioned for a cost of \$43,500, the “appraised value of the property...set by Spokane Realty Board.” A *Spokesman-Review* newspaper article explained “McKinley last served as an elementary school in the 1961-62 school years. Since then the School District has utilized the building as a warehouse and storage facility.”⁷ On October 26, 1965, Jim’s Transfer, Incorporated, a transfer and storage company, purchased McKinley School from Spokane School District 81 for the specified auction price of \$43,500.

Former graduated alumni of McKinley School, the Ross brothers—Gordon, Lester, Dale, Emmett, and Jerry Ross, purchased the McKinley School property in 1968 for their business known as Spokane Transfer & Storage Company. They built a warehouse with loading docks behind the school next to the property’s west border and used the school building as a storage warehouse facility.

In 1970, they organized a committee to convert McKinley School into a “service center for residents of the East [Central] area.”⁸ The altruistic Ross brothers reasoned the neighborhood center would provide services to the very young through the elderly. An article in the *Spokane Daily Chronicle* newspaper applauded the Ross brothers and explained that the East Central area around the McKinley School is “slowly deteriorating and had become more and more a blighted area. The owners of McKinley School building have made it available to become a multi-purpose service and recreational center.”⁹ However, the idea never took hold and the Ross brothers sold the school property in 2016 to a Seattle developer, School Yard Billy, LLC.

ARCHITECTURAL SIGNIFICANCE

Category C

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:

- Embody distinctive characteristics of a type or method of construction.
- Represent the work of a master.

McKinley School meets both of the requirements. It embodies distinctive stylistic influences from the Neoclassical tradition, and represents the work of Spokane historic master architect, Loren L. Rand.

The Neoclassical Style

The development of the Neoclassical style, or “new” classical, was heavily influenced by the 1893 World’s Columbian Exposition in Chicago. Exposition architecture was controlled by a chosen classical theme, favored by the country’s previous interest in the Early Classical Revival and Greek Revival styles. Thanks to the widely attended and

⁷ *Spokesman-Review*, 1965

⁸ *Spokane Daily Chronicle*, 1970

⁹ Ibid.

photographed 1893 Exposition, Neoclassical-style homes and public buildings became the latest fashion throughout the country from 1895 to 1950.

The Neoclassical style emphasizes low-pitched hipped roofs and elaborate columns with fluting and correct classical capitals (Ionic or Corinthian), symmetrical façade designs with symmetrically balanced windows and doors, dominant full-height covered porches or partial-height covered porches supported by classical columns, window and door elaborations, and classical entablatures with decorative architraves, dentil courses, and cornices. In their book, *A Field Guide to American Houses*, authors Lee & Virginia McAlester add that Neoclassical-style homes and buildings usually have boxed eaves with moderate overhangs, “frequently with dentils and modillions,” and wide frieze bands occasionally found beneath cornices. Windows are usually tall 1/1 units with multi-paned glazing or single pane glazing.

McKinley School’s Neoclassical Features

McKinley School exhibits hallmark features and decorative details of the Neoclassical style. Found at the school, these include:

- Correct Neoclassical style built dates from 1895-1950; McKinley School was built in 1902 and enlarged in 1903
- Public school building
- Symmetrical façade designs with symmetrically balanced windows and doors
- Dominant partial-height recessed front entrance
- Correct classical entablature
- Elaborate decorative cornice, dentil course, capitals, and columns
- Tall 1/1 and multi-paned double-hung windows
- Low-pitched hipped roof
- Widely overhanging boxed eaves with decorative modillions
- Window and door elaborations, including quoins, flat and round window arches, and radiating voussoirs
- Broad expanses of brick planar wall surfaces

Loren L. Rand, Architect (1851-1935)

According to his 1935 obituaries in the *Spokesman-Review* and the *Spokane Daily Chronicle* newspapers in Spokane, and a *Spokesman-Review* newspaper article from November 15, 1998, Loren Rand designed McKinley School, which was built in 1902 and enlarged in 1903.

He also designed many other Spokane schools, which have been unfortunately demolished, including Audubon, Bemis, Cooper, Columbia, Hawthorne, Jefferson, Logan, Longfellow, Roosevelt, Sheridan, Stevens, Willard School. Existing schools designed by Rand include Adams Elementary (built in 1909), Franklin (built in 1909), Wilson Elementary (built in 1927), Lewis & Clark High School, and McKinley School (built in 1902-03).

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

Loren Leighton Rand was born in Massachusetts in 1851, was educated at the Institute of Technology in Boston (later became MIT), and came to Spokane in 1883—six years before an 1889 fire destroyed 30 city blocks in downtown Spokane. After the fire, Rand's services were highly sought as he designed many commercial and public buildings and prominent homes. Some of these include the Tidball Block (with architect John K. Dow), the Crescent Service Building, the Marble Bank Building, Bump Block/Carlyle Hotel, and the Bennett Block. Homes designed by Rand include the Judge Nash House (demolished), E.L. Powell House (built in 1899), Horatio Belt House (demolished), Sylvester Heath House (1899), Comstock House (1906), George Odell House (1898), C.F. Clough House, William Domke House (1891), and Eugene Shadle House (1906). A notable church designed by Loren Rand in Spokane is First Presbyterian Church in downtown Spokane (built in 1910). After he designed some of Spokane's most beautiful buildings and homes, Rand died in 1935 at the age of 83.

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

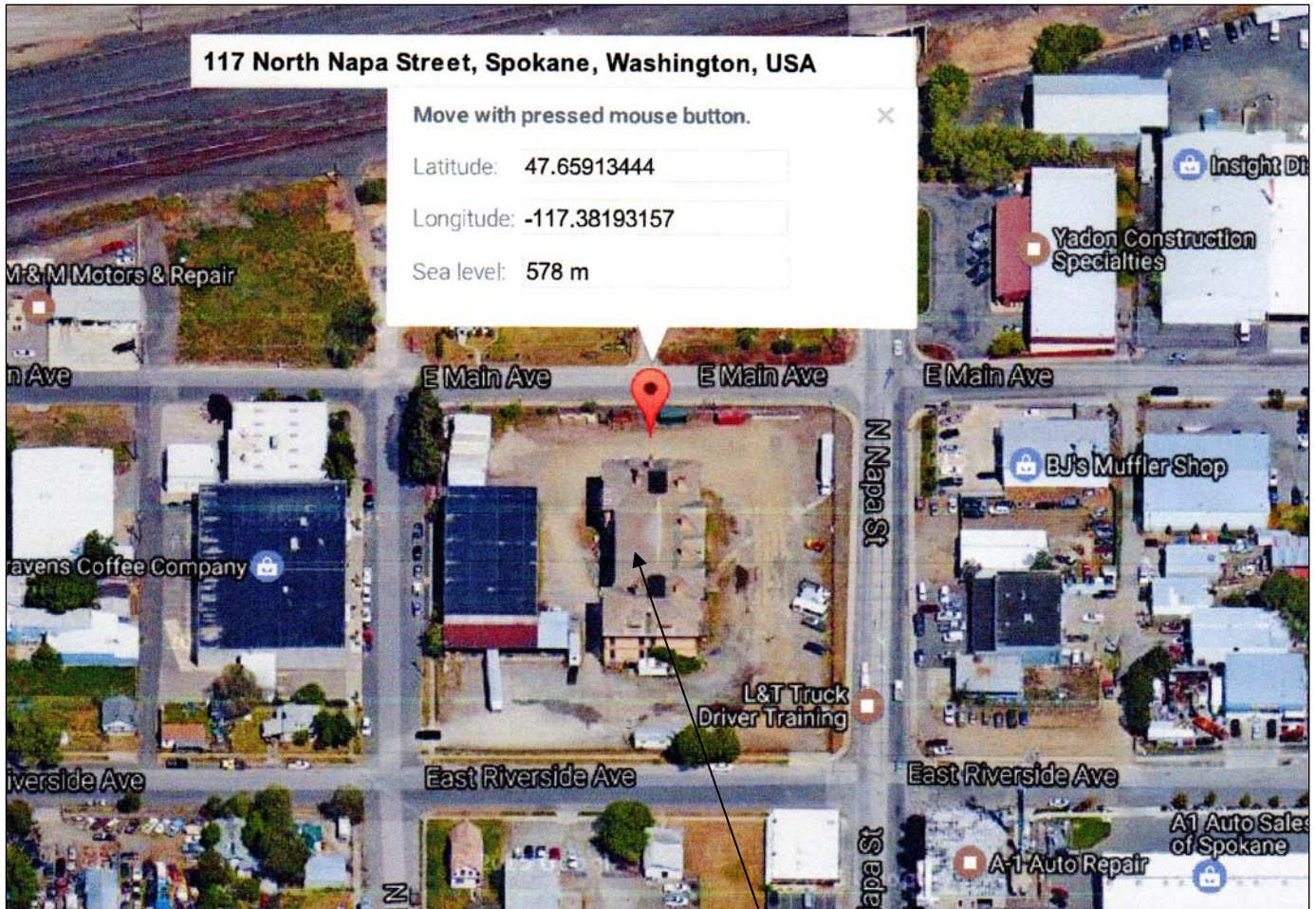
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- "L. L. Rand, 83, Architect, Dies." *Spokesman-Review*, 7 October 1935
- "Loren L. Rand: Designer of Early Spokane Schools." *Spokesman-Review*, 15 Nov 1998
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- "McKinley School Auction Friday." *Spokesman-Review*, 19 Oct 1965
- "McKinley School Building Set for Sale Friday." *Spokesman-Review*, 19 Oct 1965
- "Then and Now: McKinley School." *Spokesman-Review*, 27 June 2016

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

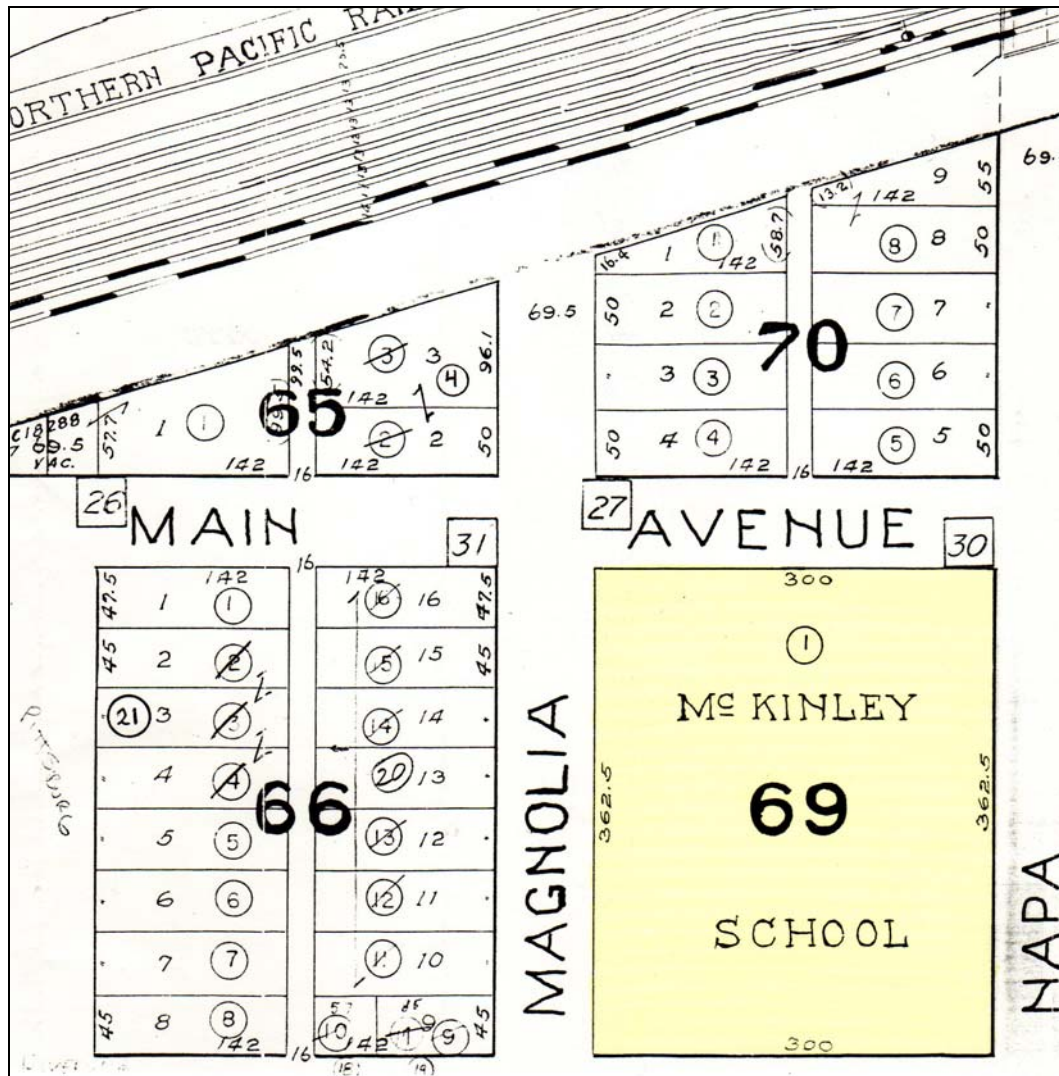


Aerial View of McKinley School

Source: Google Maps 2017



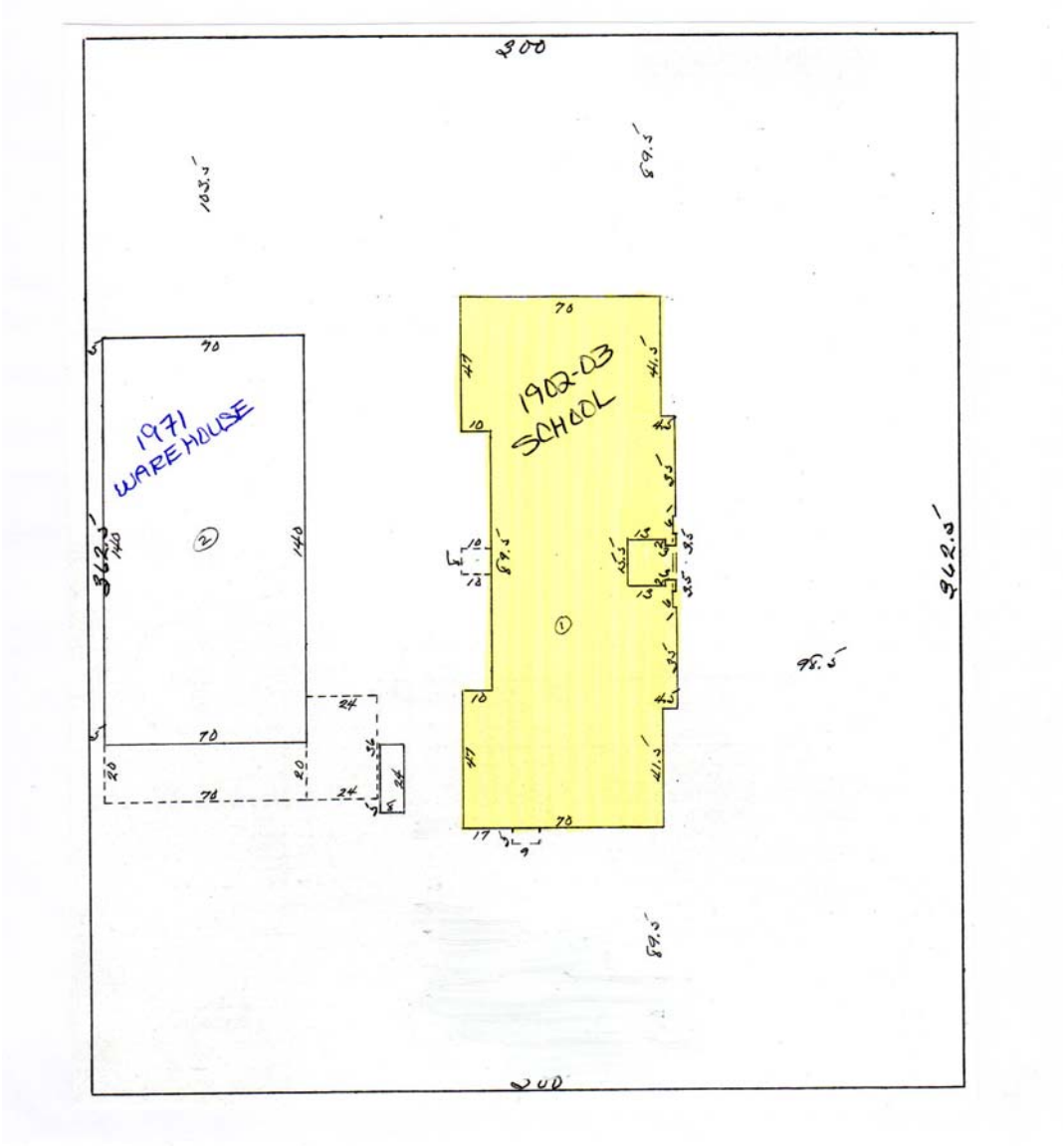
Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Plat Map of McKinley School Property

Source: 2017 Spokane County Plat Map

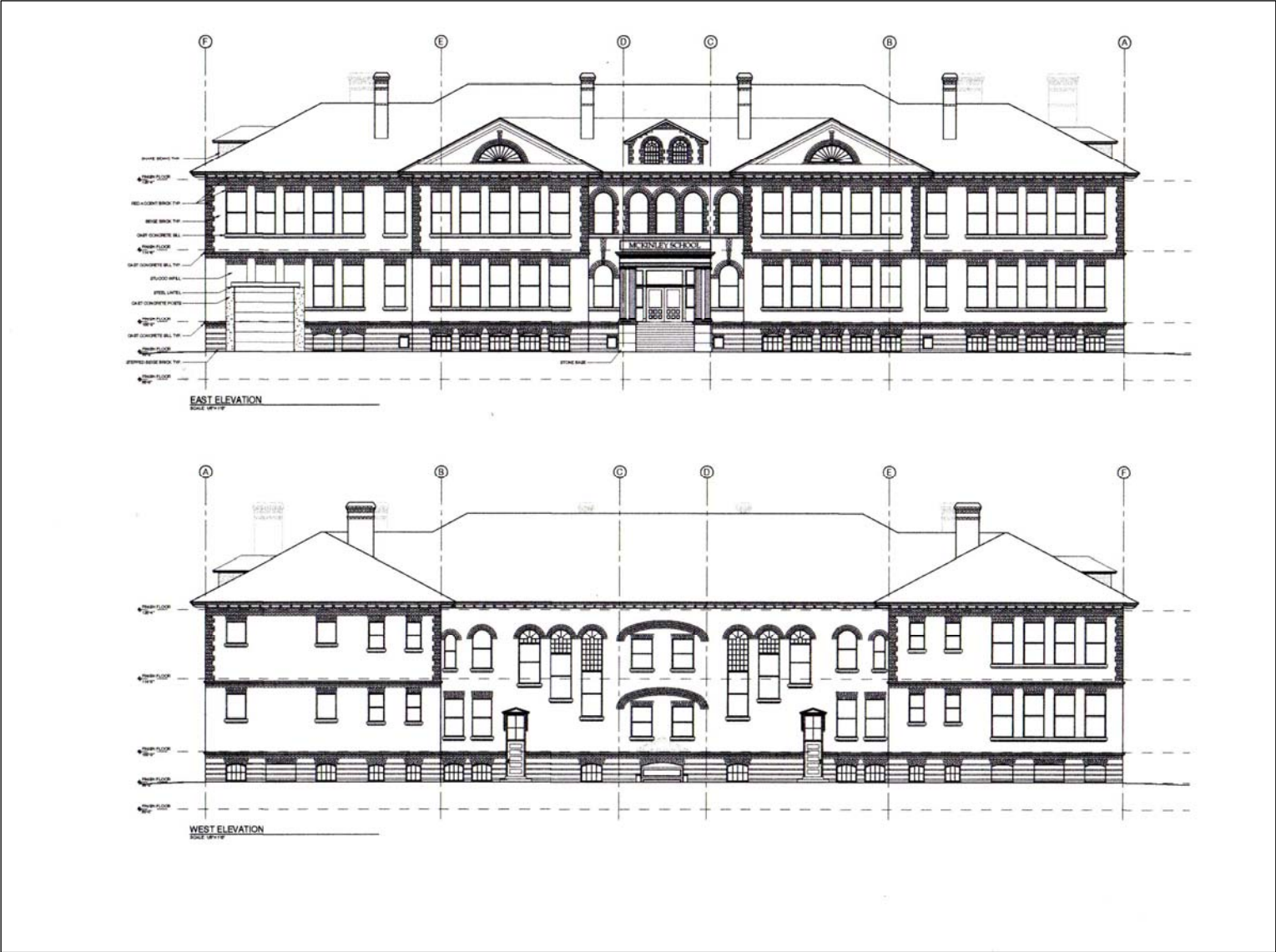




2017 Site Plan for McKinley School

Source: Spokane County Tax Assessor Data Sheets

North ↑

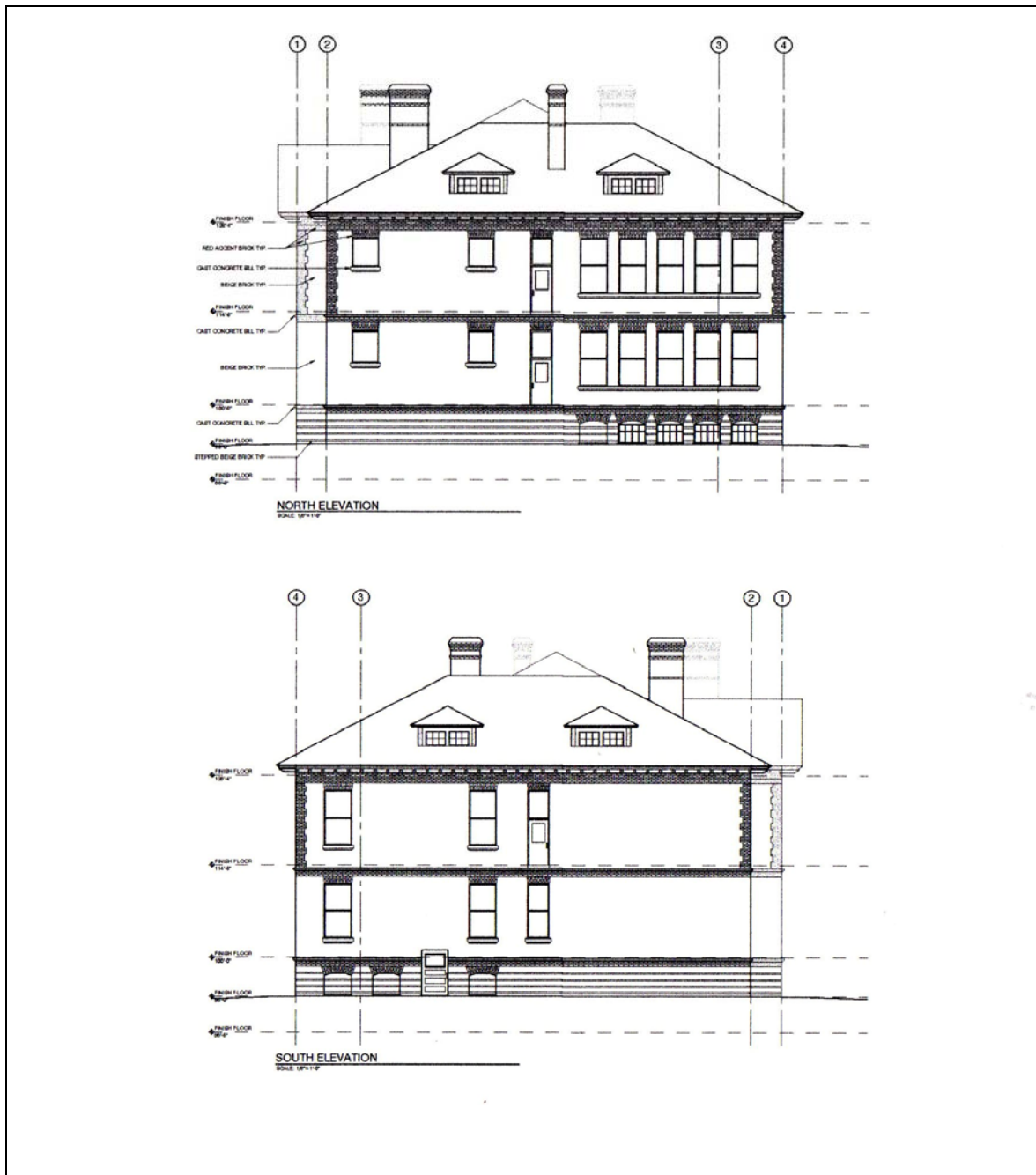


McKinley School

2016 drawings of East Façade and West Rear Elevations

Source: Studio Triskele, Spokane, WA

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



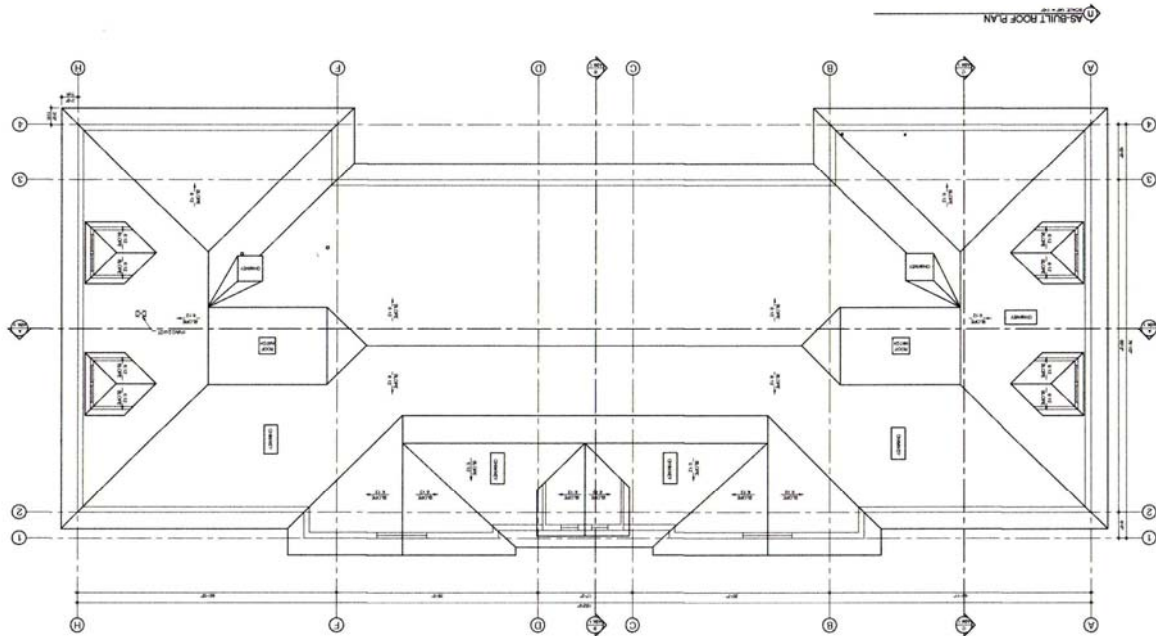
McKinley School

2016 drawings of West Elevation and South Elevation

Source: Studio Triskele, Spokane, WA

Second draft submitted July 30, 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL

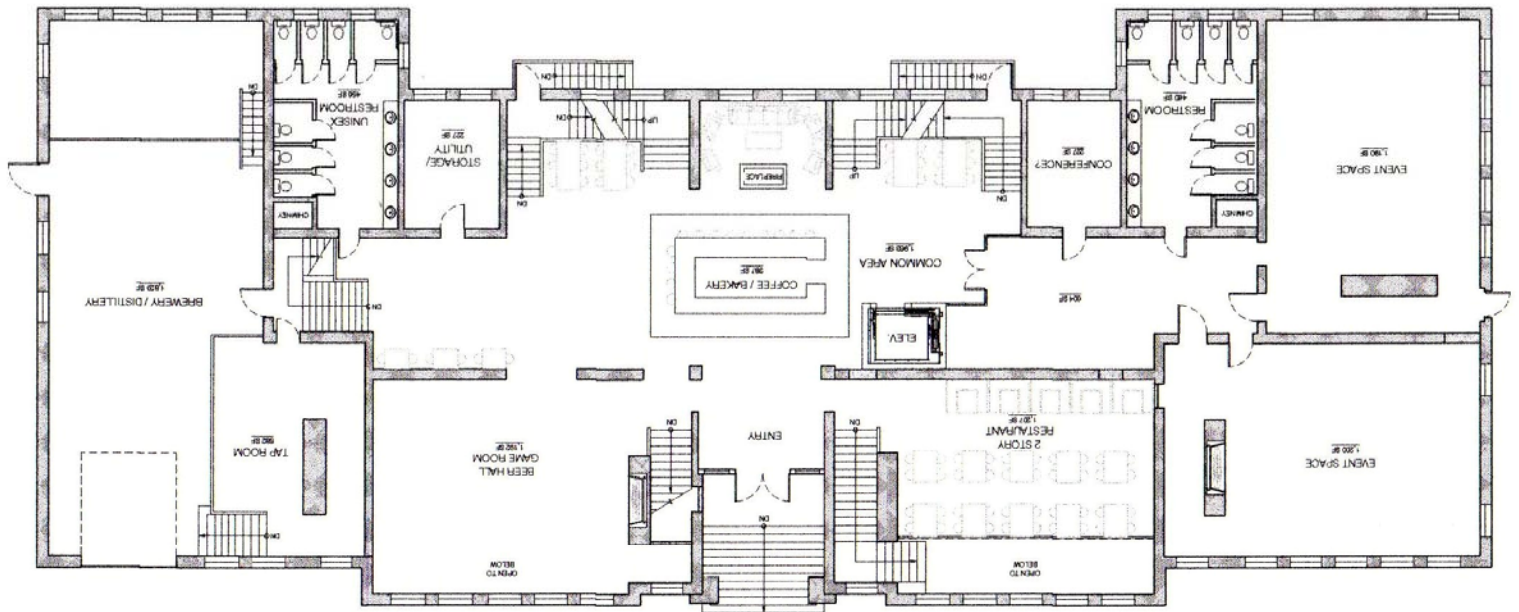


McKinley School

2016 overhead drawing of Roof

Source: Studio Triskele, Spokane, WA

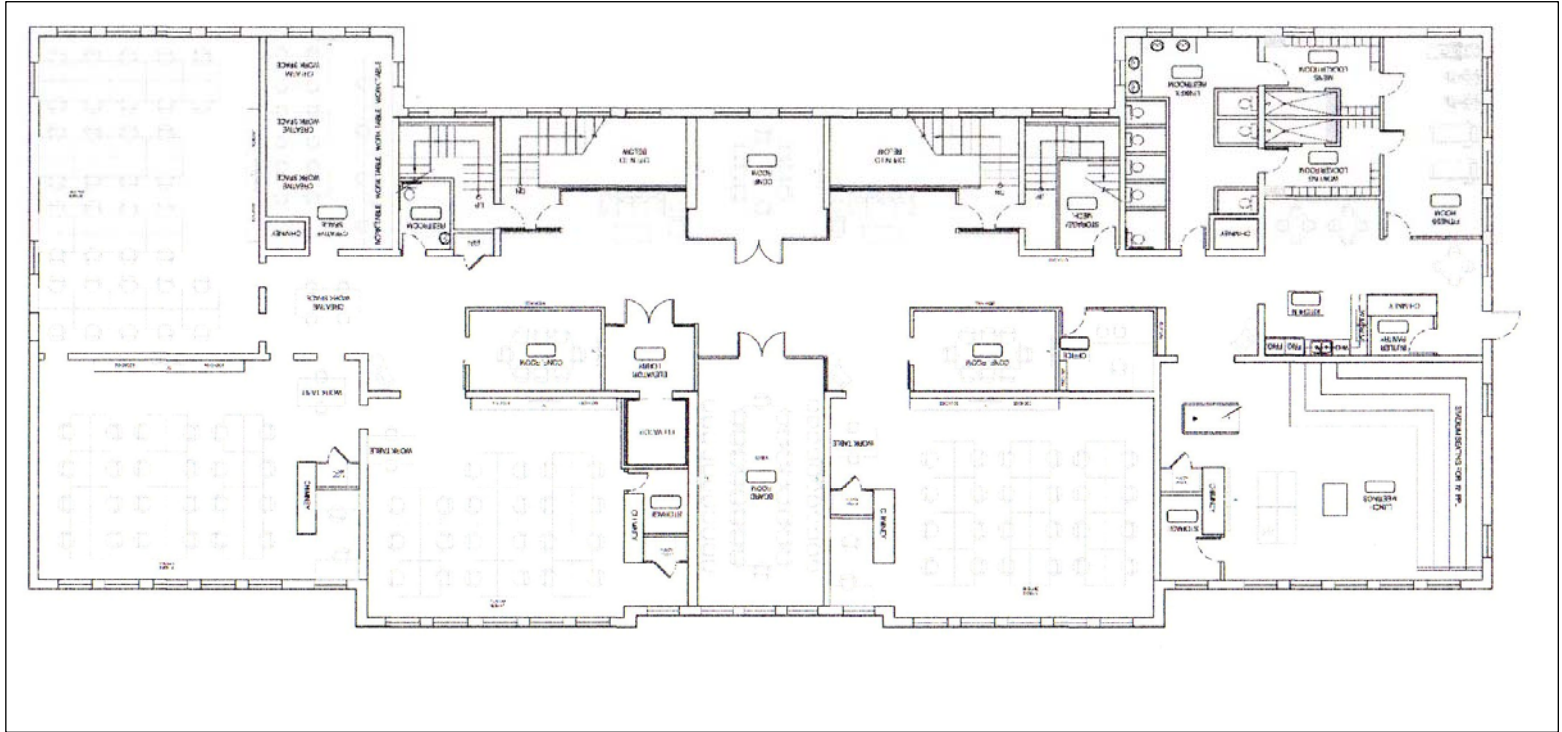
Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



McKinley School

2016 plan drawing of First Floor

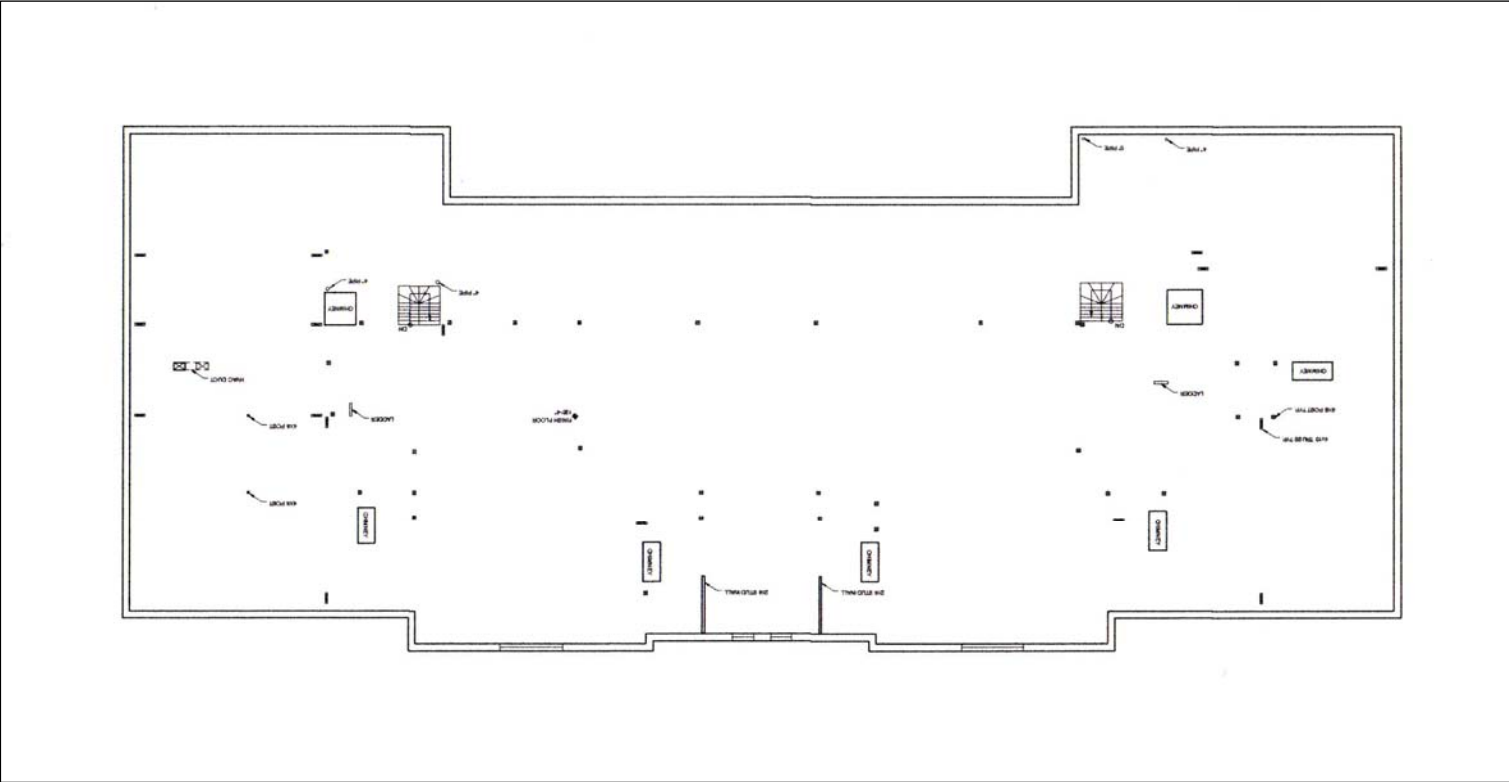
Source: Studio Triskele, Spokane, WA



McKinley School

2016 plan drawing of Second Floor

Source: Studio Triskele, Spokane, WA



2016 Drawing of Attic

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



East façade of McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



East façade of McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



East façade of McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



McKinley School east façade in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



McKinley School east façade window in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



North face of McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



South face of McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



West rear face of McKinley School in 2017



North chimney on McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Front entry doors in McKinley School in 2017, looking east

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



North stairway on west wall on first floor hall in 2017, looking west

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



First floor north hallway of McKinley School in 2017, looking north



Girls' restroom in McKinley School on first floor, north hall, in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Typical classroom in McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Typical classroom and adjoining cloak room in McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Basement in McKinley School in 2017

Spokane City/County Register of Historic Places Nomination
McKINLEY SCHOOL



Gymnasium in McKinley School in 2017

*View of east wall and overhead warehouse door,
and west wall with rows of windows*

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

09/18/2017

<u>Date Rec'd</u>	9/6/2017
<u>Clerk's File #</u>	ORD C35548
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 PARK FUND SBO FOR PUBLIC OUTREACH FOR FALL BANQUET		

Agenda Wording

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017,

Summary (Background)

From: Council 0320-36100-11600-54999 Other Miscellaneous Charges \$1,000 To: Council 0320-36100-97114-80101 Operating Transfer-Out to Parks/Recreation \$1,000 From: Parks and Recreation Fund 1400-30210-99999-39710 Operating Transfer-In from General Fund \$1,000 To: Parks and Recreation Fund 1400-30210-76120-54451 Advertising \$1,000 This SBO provide funds to the Parks and Recreation Fund for the purpose of public outreach and advertising

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? TEST	

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		

Additional Approvals

<u>Purchasing</u>		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

of the City of Spokane during the November 2 annual Fall Banquet festivities

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

ORDINANCE NO. C35548

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW, THEREFORE, the City of Spokane does ordain:

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

From:	City Council	
	0320-36100-11600-54999 Other Miscellaneous Charges	<u>\$1,000</u>
To:	City Council	
	0320-36100-97114-80101 Operating Transfer-Out to Parks/Recreation	<u>\$1,000</u>

Section 2. That in the budget of the Parks and Recreation Fund, and the budget annexed thereto with reference to the Parks and Recreation Fund, the following changes be made:

From:	Parks and Recreation Fund	
	1400-30210-99999-39710 Operating Transfer-In from General Fund	<u>\$1,000</u>
To:	Parks and Recreation Fund	
	1400-30210-76120-54451 Advertising	<u>\$1,000</u>

Section 3. It is, therefore, by the City Council declared that an urgency exists for making the changes set forth herein, such urgency arising from the need to provide General Fund funds to the Parks and Recreation Fund for the purpose of public outreach and advertising of the City of Spokane during the November 2 annual Fall Banquet festivities; and because of such need, an urgency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

09/18/2017

<u>Date Rec'd</u>	9/6/2017
<u>Clerk's File #</u>	RES 2017-0081
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	98189
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	0370 - ASSESSMENT SEGREGATION - CRESCENT CONDOMINIUMS

Agenda Wording

Assessment Segregation for Post Street from 3rd Avenue to Main Avenue (Post Street Enhancement).
(Riverside Neighborhood Council)

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Number 35183.0409 for the above project.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? TEST	

Revenue	\$ 152.00	# 5600 76600 99999 35990 99999
---------	-----------	--------------------------------

Revenue	\$ 152.00	# 0370 41530 99999 34581 99999
---------	-----------	--------------------------------

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Approvals

<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 9/11/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mmyers@spokanecity.org	
		kyoung@spokanecity.org	
		publicworksaccounting@spokanecity.org	

RESOLUTION 2017-0081

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 99189, for the improvement of Post Street from 3rd Avenue to Main Avenue (Post Street Enhancement) and to segregate County Assessor's Parcel Number 35183.0409, in the amount of \$41,307.52.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

PARCEL NO. 35183.0409 - RES & ADD	\$41,307.52
SPOKANE FALLS W 17' OF L5 4 & ALL LT 5	
BLK 13	

3. The above described property shall be divided and the assessment segregated as follows:

PARCEL NO. 35183.3301 - UNIT 1 -	\$8,587.23
Crescent Building Condominium	
(AFN#6581051)	
PARCEL NO. 35183.3302 - UNIT 2 -	<u>\$9,305.18</u>
Crescent Building Condominium	
(AFN#6581051)	
PARCEL NO. 35183.3303UNIT 3 - Crescent	<u>\$23,415.11</u>
Building Condominium (AFN#6881051)	
	\$41,307.52

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council _____.

City Clerk

Approved as to form:

Assistant City Attorney

99189\seg reso-35183.0409

BRIEFING PAPER
Public Works Committee
Engineering Services
September 11, 2017

Subject:

Revised LID assessment caused by boundary line adjustment

Background:

The half block bounded by Post St., Main Ave., Wall St. and the Main-Riverside alley were originally two parcels at the time of the formation of the Post St. LID. Those two parcels have been combined and divided into four new parcels. See “before” and “after” exhibits attached.

The total of the revised assessments will equal the total of the original assessments.

Public Impact:

None

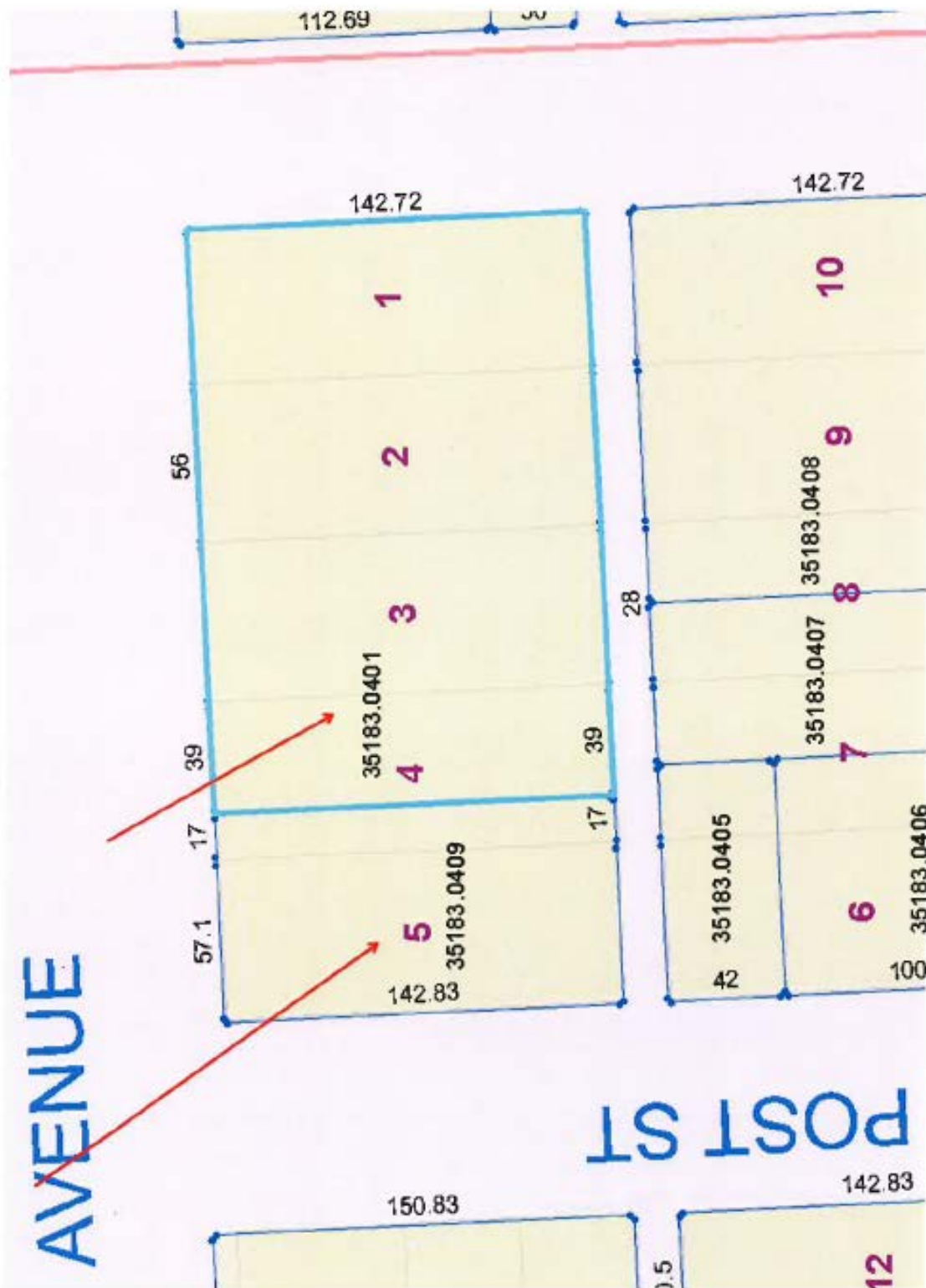
Action:

Because this boundary line adjustment affects parcels within an LID, council approval is required for the revised assessment for each parcel. The revised assessment resolution will be on the next council agenda.

Funding

No city funds will be expended.

~~AVENUE~~



After Condition



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

09/18/2017

Date Rec'd

8/21/2017

Clerk's File #

RES 2017-0082

Renews #Submitting Dept

ENGINEERING SERVICES

Cross Ref #Contact Name/Phone

DAN BULLER 625-6391

Project #

2006147

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0370 - ASSESSMENT SEGREGATION - LATAH CREEK LID

Agenda Wording

Assessment Segregation for 28th Ave. from Chestnut S. to Oak St.; 27th Ave. from Chestnut St. to Oak St.; 26th Ave. from Chestnut St. to East of Oak St.; Oak St. from 28th Ave. to 26th Ave. (Latah/Hangman Valley Neighborhood Council)

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Number(s) 25254.1509 and 25254.0053 for the above project.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? TEST

Neutral \$

#

Neutral \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TWOHIG, KYLE

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

Public Works 9/11/17

Finance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

Engineering Admin

For the Mayor

DUNIVANT, TIMOTHY

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

mmyers@spokanecity.org

kyoung@spokanecity.org

htrautman@spokanecity.org

publicworksaccounting@spokanecity.org

RESOLUTION 2017-0082

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2006147, for the improvement of 28th Avenue from Chestnut Street to Oak Street; 27th Avenue from Chestnut Street to Oak Street; 26th Avenue from Chestnut Street to East of Oak Street; Oak Street from 28th Avenue to 26th Avenue and to segregate County Assessor's Parcel Number 25254.0053, in the amount of \$6,706.46 and Parcel Number 25254.1509, in the amount of \$9,891.16.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

Parcel 25254.0053: 25-25-42 (CITY OF SPOKANE) S264FT OF N528FT OF W660FT OF SE1/4 OF SE1/4 & S60FT OF N264FT OF W330FT OF SE1/4 OF SE1/4 EXC W40FT THEREOF EXC PTN DAF: BEG AT A PT ON N LN OF 26TH AVE & W LN OF SE1/4 OF SE1/4 & POB, TH N ALG W LN TO PT 264FT S OF NW COR OF SE1/4 OF SE1/4, TH E40FT, TH S PARA WITH W LN TO A PT 40FT E OF POB, TH W40FT TO POB TOGETHER WITH PTN OF VAC CHERRY ST E OF & ADJ TO LT 1 BLK7 OF SPRING LAKE ADDITION	\$6,709.46
--	------------

PARCEL 25254.1509: SPRING LAKE ADDITION LTS 1 & 2 & 3 1/2 LT 3 BLK 7 EXC S10FT THEREOF	\$9,891.16
--	------------

3. The above described property shall be divided and the assessment segregated as follows:

NEW PARCEL 25254.0055: 25-25-42 (CITY OF SPOKANE) S264FT OF N528FT OF W660FT OF SE1/4 OF SE1/4 & S60FT OF N264FT OF W330FT OF SE1/4 OF SE1/4 EXC W40FT THEREOF EXC PTN DAF: BEG AT A PT ON N LN OF 26TH AVE & W	9,056.08
---	----------

LN OF SE1/4 OF SE1/4 & POB, TH N ALG
W LN TO PT 264FT S OF NW COR OF
SE1/4 OF SE1/4, TH E40FT, TH S PARA
WITH W LN TO A PT 40FT E OF POB, TH
W40FT TO POB TOGETHER WITH PTN
OF VAC CHERRY ST E OF & ADJ TO LT 1
BLK7 OF SPRING LAKE ADDITION; TOG
W/ E 28 FT OF LOT 1 BLK 7 OF SPRING
LAKE ADDITION LESS THE S 10 FT
THEREOF

NEW PARCEL 25254.1513: SPRING LAKE
ADD: LOTS 1 & 2 AND THE E 1/2 OF LOT 3
BLK 7 LESS THE S 10 FT; EXC E 28 FT OF
SD LOT 1

\$7,541.54

\$16,597.62

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council _____.

City Clerk

Approved as to form:

Assistant City Attorney

2006147/seg reso-25254.0053 – 25254.1509

BRIEFING PAPER
Public Works Committee
Engineering Services
September 11, 2017

Subject:

Revised LID assessment caused by boundary line adjustment

Background:

An owner of two adjacent parcels which were part of the Latah Creek LID, located in the vicinity of Inland Empire Way and 26th Ave., has made an adjustment to the property line (i.e., moved it 28' west) through Developer Services. The revised location of the dividing lines between his two parcels affects the assessment for each parcel. See "before" and "after" exhibits attached.

The total of the revised assessments will equal the total of the original assessments.

Public Impact:

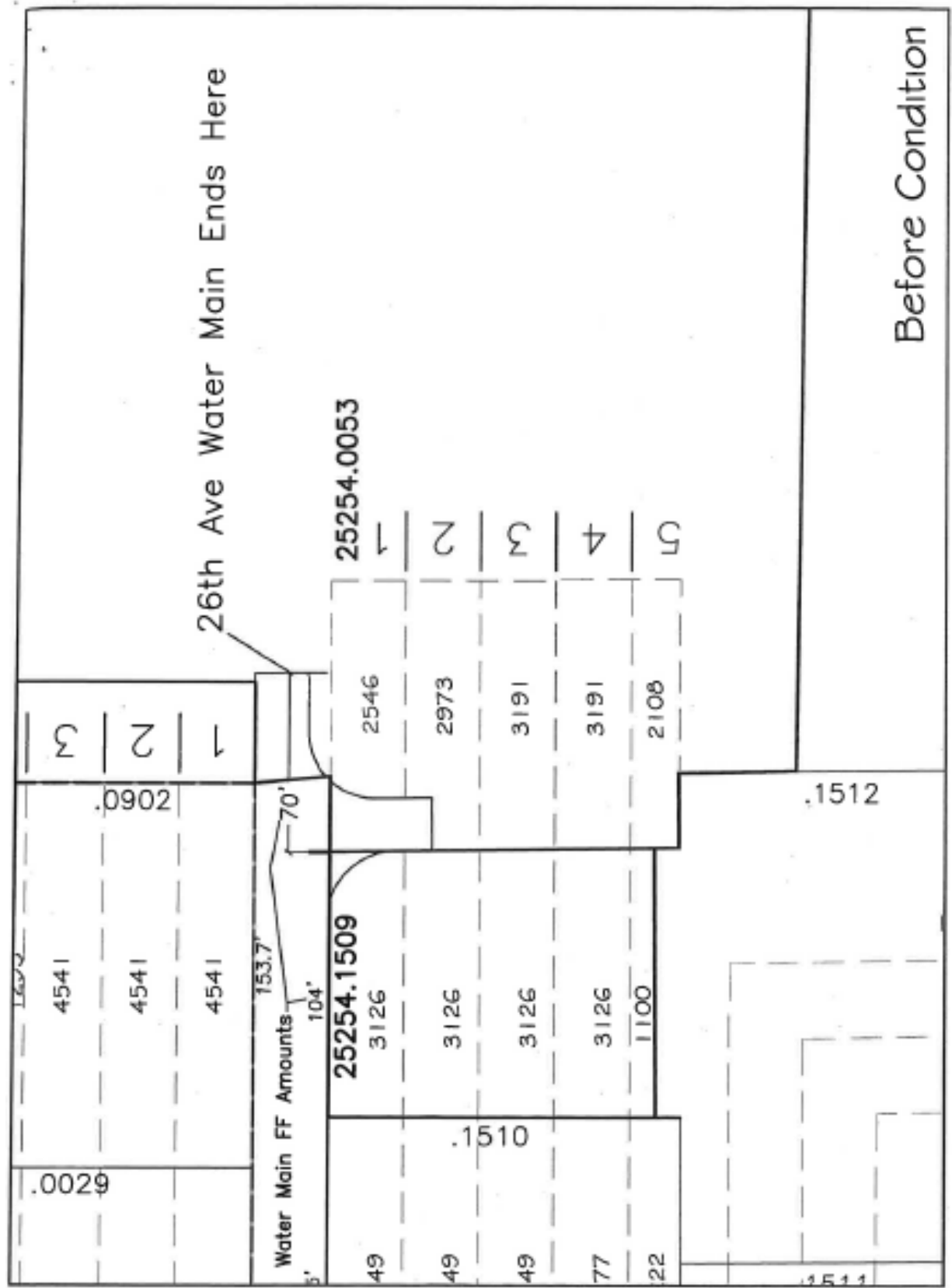
None

Action:

Because this boundary line adjustment affects parcels within an LID, council approval is required for the revised assessment for each parcel. The revised assessment resolution will be on the next council agenda.

Funding

No city funds will be expended.



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

09/18/2017

Date Rec'd

9/6/2017

Clerk's File #

RES 2017-0083

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 625-6261

Project #Contact E-Mail

LKINNEAR@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 - RESOLUTION PERMITTING FIRE DEPT USE OF DRONES TO ASSIST POLICE DEPT

Agenda Wording

A resolution permitting the use of unmanned aerial vehicles by the Spokane Fire Department to assist the Spokane Police Department and improve personnel and public safety during fire and crime scene investigations.

Summary (Background)

This resolution would amend the scope of the permission the Fire Department has for the use of unmanned aerial vehicles (UAVs) - aka drones - for fire investigations. It would allow the Fire Department to deploy drones to assist the Police Department in fatality investigations which require scene photos and allow those photos to be taken without placing personnel at risk of injury.

Fiscal Impact

Grant related?

NO

Budget Account

Public Works?

TEST

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherPublic Safety Comm,
8/21/2017Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

bschaeffer@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

cmeidl@spokanecity.org

Additional ApprovalsPurchasing

RESOLUTION NO. 2017-0083

A resolution permitting the use of unmanned aerial vehicles by the Spokane Fire Department to assist the Spokane Police Department and improve personnel and public safety during fire and crime scene investigations.

WHEREAS, the Spokane Fire Department (“SFD”) and Spokane Police Department (“SPD”) often encounter situations in responding to emergency calls where access to a site or event is limited and extremely dangerous; and

WHEREAS, the limited use of unmanned aerial vehicles (“UAV”) by SFD to assist the investigatory actions of the SPD would greatly assist in improving the safety of firefighters, police officers, other responders and the public, while at the same time allowing public safety personnel to timely and fully investigate fires and crime scenes; and

WHEREAS, the SPD often requires overhead photography of fatality incident scenes, which photography often involves placing SFD or SPD personnel at risk of injury; and

WHEREAS, the City Council has previously approved, by Resolution 2016-0038 (May 9, 2016), the SFD’s use of UAVs to improve personnel safety, pursuant to chapter 18.04, SMC and SFD’s UAV Protocol (effective April 1, 2016); and

WHEREAS, SFD’s operation of UAVs continues to adhere to chapter 18.04, SMC, including prohibitions on the use of information obtained from SFD’s UAVs for any type of surveillance activity beyond fire and crime scene investigations.

NOW, THEREFORE, BE IT RESOLVED, that the Spokane Fire Department is authorized to use UAVs to assist the Spokane Police Department in its investigations of fatality incidents which require overhead photography within the terms of the its existing authority and protocols for UAV operations, pursuant to Council Resolution 2016-0038.

BE IT ALSO RESOLVED, that in any joint SFD/SPD operations of UAVs as permitted by this resolution and by Resolution 2016-0038, the SFD is at all times the lead department, which designation is non-delegable under the terms of this resolution, and will therefore have the responsibility for maintaining the equipment and ensuring compliance with all operational and data management protocols.

ADOPTED by the City Council this _____ day of September, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

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

09/11/2017

Date Rec'd

8/30/2017

Clerk's File #

ORD C35546

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

AMBER 625-6275

Cross Ref #Project #Contact E-Mail

AWALDREF@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0320 - UTILITY FEE CREDIT, HOUSING FOR DEVELOPMENTALLY DISABLED

Agenda Wording

An ordinance creating a utility fee credit for nonprofit providers of long-term housing for developmentally disabled persons; enacting a new chapter 13.12 of the Spokane Municipal Code; and specifying an effective date.

Summary (Background)

This ordinance creates an additional utility fee credit for non-profits which provide long-term housing for developmentally disabled persons in Spokane. This credit will apply to approximately 40 properties located in Spokane. The ordinance would not apply to property owners which are already receiving assistance through the HUD section 811 program.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? TEST

Expense \$ approximately \$4,080 annually

various - utility accounts

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Council Briefing, 8-21-

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

eschoedel@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

ORDINANCE NO. C35546

An ordinance creating a utility fee credit for nonprofit providers of long-term housing for developmentally disabled persons; enacting a new chapter 13.12 of the Spokane Municipal Code; and specifying an effective date.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 13.12 of the Spokane Municipal Code to read as follows:

Chapter 13.12 Credit for nonprofit housing providers for persons with developmental disabilities.

Section 13.12.010 Findings, purpose, and applicability

- A. The City of Spokane finds that it is important for the City to support independent living for persons with developmental disabilities in our community. Given the high cost of housing and the economics of providing housing for people with developmental disabilities, the City finds it is in the best interests of our community to extend a utility fee credit for providers of such housing.
- B. This chapter is intended to provide a specific utility fee credit for providers of independent living housing for developmentally disabled persons and who receive a property tax exemption under RCW 84.36.042 for such housing, and is intended to focus that credit specifically for such providers.
- C. This chapter does not apply to housing providers operating under a project rental assistance contract pursuant to which the provider receives funds from the Washington Department of Commerce through the U.S. Department of Housing and Urban Development's 811 Capital Advance Program, which is a designated funding source for the development of affordable housing units primarily for people with developmental disabilities.

Section 13.12.020 Qualifications

- A. In order to qualify for the utility fee credit established by this chapter, an applicant must qualify as a nonprofit provider of long-term housing for persons with developmental disabilities with an active property tax exemption (approved under the provisions of RCW 84.36.042) on file at the Spokane County Assessor's office for that property.
- B. Qualifying property owners may request that each qualifying property receive the credit established by this chapter by submitting a written request to the City of Spokane, using the form prescribed and supplied by the City. A property owner make this request through a duly authorized agent.

- C. If approved, the effective date for the credit shall be the month following the City's acceptance of an accurate, complete, and signed request, regardless of the date of the property having received the property tax exemption under RCW 84.36.042. Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due, as previously billed, and subject to collection under to this chapter.
- D. If a qualifying nonprofit becomes the owner of additional property(ies), the owner must submit a new request for a credit for each property pursuant to subsection B of this section.
- E. A qualifying nonprofit property owner must maintain an active property tax exemption on file at the Spokane County Assessor's office for each property in order to continue to qualify for the credit for each property.
- F. The property owner is responsible for reporting any change (e.g., change of ownership, change from "active" tax exemption status, dissolution of qualifying nonprofit, cessation of exemption, etc.) that may affect qualification for the credit or that may affect qualification for the underlying tax exemption as provided in RCW 84.36.042). If the property owner fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (i.e., the credit provided, multiplied by the applicable number of months) that may be due to the City.

Section 13.12.030 Credit

- A. The credit provided by this chapter shall be ten dollars (\$10.00) per month and apportioned as follows to the account:
 - 1. One-third toward any monthly water charges,
 - 2. One-third toward any monthly wastewater charges, and
 - 3. One-third toward any monthly solid waste collection charges.
- B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

Section 13.12.040 Partial service

The City provides water, wastewater, stormwater, and solid waste services to its citizens and customers. Not all utility service accounts within the City's service areas receive all services. For example, there are some accounts, which are served water only. Therefore, the application of the credit provided by this chapter is on a proportionate basis with 1/3 of the credit being applied for water services; 1/3 of the credit being applied for wastewater services and 1/3 of the credit being applied for solid waste collection services. For those accounts, which only have one service, the credit would be 1/3 of the total designated amount.

Section 13.12.050 Periodic review

The program created by this chapter shall expire on December 31, 2020. No later than June 30, 2020, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

Section 2. That this ordinance shall, pursuant to section 19(B) of the City Charter, be in force and effective on January 1, 2018.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

09/11/2017

Date Rec'd

8/30/2017

Clerk's File #

ORD C35547

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

ERIC OLSEN 835-4505

Project #Contact E-Mail

EOLSEN@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0680-AMENDING MUNICIPAL CODE TO INCREASE PACT IMPREST FUNDS

Agenda Wording

Amend SMC section 7.03.155 to increase funds available to the Patrol Anti-Crime Team (PACT) from \$1,500 to \$10,000.

Summary (Background)

The PACT teams currently share a \$1500 fund between 10 officers. The teams work on opposite days and the fund can be easily be exhausted during one work week. This amount pays for informants and other information sources critical to crime reduction strategy and is also used to fund controlled buys that are essential to drug enforcement. This amount is currently inadequate and the request is to increase the fund and modify the code related.

Fiscal Impact

Grant related?

NO

Budget Account

Public Works?

TEST

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil Notifications**Dept Head**

LUNDGREN, JUSTIN

Study Session

8/21/17

Division Director

LUNDGREN, JUSTIN

Other**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

DALTON, PAT

spdfinance

For the Mayor

DUNIVANT, TIMOTHY

eolsen

Additional Approvals

jlundgren

Purchasing

cmeidl

ORDINANCE NO. C35547

AN ORDINANCE relating to Imprest Funds for the Police Department's Patrol Anti-Crime Team (PACT); amending section 07.03.155 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 07.03.155 is amended to read as follows:

07.03.155 Police Department – Patrol Anti-Crime Team (PACT)

There is established in the police department a patrol anti-crime team (PACT) imprest fund in an amount not to exceed ~~one thousand five hundred dollars~~ ten thousand dollars.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
CITY OF SPOKANE
PUBLIC SAFETY COMMITTEE

Subject: AN ORDINANCE relating to Imprest Funds for the Police Department's Patrol Anti-Crime Team (PACT); amending SMC section 07.03.155 of the Spokane Municipal Code.

Background:

Currently the Police Department's two Patrol Anti-Crime Team (PACT) teams operate with only \$1500 between them. This small amount pays for informants and other information sources critical to crime reduction strategy and is also used to fund controlled buys that are essential to drug enforcement. This amount is not adequate to meet the needs of Investigations and replenishing these funds can be a lengthy process. The Police Department would like to amend the Municipal Code to allow for a total of \$10,000 between the two PACT teams. For the amount of work they perform, they require a larger sum of money to use for enforcement purposes.

Brief Summary:

This proposed amendment will enable the PACT teams to target more drug, gun and stolen property dealers. The PACT teams pay sources of information. They also pay confidential informants to purchase drugs, guns and stolen property. Often it is only through confidential sources, that evidence can be obtained to enable officers to apply for a search warrant. It can be the only means available to eliminate some neighborhood drug houses.

The PACT teams currently share a \$1500 fund between 10 officers. The teams work on opposite days and the fund can be easily be exhausted during one work week. This puts the officers coming into work without any money to complete their work. The smallest drug transactions typically involve at least \$100 for the drugs and \$50 for the confidential informant payment. The average gun purchase is between \$300-500.

The PACT teams are responsible for seizure of large sums of money. They have seized an estimated \$70,000 so far in 2017. They have also seized several vehicles and numerous guns.

Impact:

Passage of this ordinance is expected to increase the number of operations that can be completed. There will be a reduction in time lost due to the fund needing to be replenished. The PACT team will be able to target larger dealers. They will be able to target longer entrenched neighborhood dealers, operating above the typical street level. These neighborhood drug houses often involve large amounts of trafficking of stolen property, to include firearms. Neighborhoods with these problems experience increased crimes of vehicle prowling and burglary. Targeting these specific locations will have a greater impact on neighborhood problems.

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

09/18/2017

Date Rec'd

8/30/2017

Clerk's File #

ORD C35549

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

TAMI PALMQUIST 625-6157

Project #Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700 - PARKLET & STREATERY PERMIT ORDINANCE

Agenda Wording

An ordinance creating a licensing program for parklets and streateries in Spokane and establishing the fee structure for such licenses; enacting a new chapter 10.55 and a new section 08.02.0235 of the Spokane Municipal Code.

Summary (Background)

During the last six months, a working group made up of staff from many departments, as well as Councilmember Lori Kinnear and Council Attorney Brian McClatchey has worked to develop the proposed ordinance and the design guidelines. Significant public outreach has been undertaken, including presentations to the Community Assembly, Downtown Spokane Partnership, the Parking Advisory Committee, the Business Improvement District, and via the web and social media.

Fiscal Impact

Grant related?

NO

Budget Account

Public Works?

TEST

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

TRAUTMAN, HEATHER

Other

PED 7/10/17 & 8/28/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

tpalmquist@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

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Additional Approvals

bmclatchey@spokanecity.org

Purchasing

sbishop@spokanecity.org

BRIEFING PAPER
City of Spokane
Planning & Development
September 18, 2017

Subject

A proposed ordinance to allow parklets and streateries to be installed in the City, by permit, between April 1 and November 1 of each year. This would be a permanent program to replace the current pilot program.

Background

Parklets and streateries have emerged as a way for cities to provide additional public gathering spaces in urban areas and, in the case of streateries, provide for additional service space and restaurant revenue during the warmer months of the year – in exchange for the use of street parking, loading areas, and/or shoulders. Parklets have been utilized successfully by many cities throughout the United States, including the Cities of Seattle, San Francisco, and Boise. The City of Spokane has successfully run two pilot projects (for a total of two years) authorizing parklets and streateries in the downtown core.

During the last six months, a working group made up of staff from many departments as well as Councilmember Lori Kinnear and Council Attorney Brian McClatchey has worked to develop the proposed ordinance and the design guidelines. Significant public outreach has been undertaken, including presentations to the Community Assembly, Downtown Spokane Partnership, the Parking Advisory Committee, the Business Improvement District, and via the web and social media.

Impact

Each installed parklet or streaterie would have the most immediate effect on the street and city block in which they are placed. They allow for greater pedestrian amenities – accommodating small events and other public interest features while serving as a creative focus for nearby businesses and residences. Streateries have a private component during the day that provides for greater service area for the restaurant or café that installs it and similar benefits to a parklet during those times that they are not for private use.

Negative impacts could include loss of parking revenue, obstructions to street traffic, and visibility issues. The proposed ordinance and associated materials such as the proposed Design Standards seek to minimize those negative impacts to the greatest extent practical. Parking revenue would be recompensed through the permitting process as well.

Action

City staff presented a draft Ordinance, design standards, and associated information to the Plan Commission on August 9, 2017. PC offered a few amendments upon recommendation by staff, which is noted in the edited draft presented to P&ED. STA has also asked for additional language to be added, which is now noted in the draft submitted for consideration. The Plan Commission has made a recommendation of approval for the eventual adoption of this ordinance by the City Council, to be heard by Council.

ORDINANCE NO. C35549

An ordinance creating a licensing program for parklets and streateries in Spokane and establishing the fee structure for such licenses; enacting a new chapter 10.55 and a new section 08.02.0235 of the Spokane Municipal Code.

WHEREAS, for the past two summers, downtown Spokane has been the location of a successful pilot program for parklets; and

WHEREAS, parklets and streateries help to activate and improve the public realm, by allowing greater opportunities for people to socialize and interact with others and to activate the streetscape, leading to decreases in crime and an enhanced sense of public safety; and

WHEREAS, restaurateurs and bar owners have successfully implemented sidewalk cafes in downtown Spokane in recent years, and the desire exists to extend, in the appropriate situations and locations, sidewalk cafés into an adjacent parking space(s) (known as “streateries”) in Spokane; and

WHEREAS, parklets and streateries have been used in many cities of all sizes throughout North America and are proven methods to increase the vibrancy and activity of a streetscape; and

WHEREAS, the City Council intends to establish a licensing program for parklets and streateries in order to build on the successful pilot programs of the past two summers in downtown Spokane and improve the quality of life in Spokane.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new chapter 10.55 of the Spokane Municipal Code to read as follows:

Chapter 10.55 Parklets and Streateries **Section 10.55.005 Definitions**

- A. “Parklet” means a small public gathering space, occupying up to two parking stalls or a loading zone, as applicable, on a public street, and treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.
- B. “Streatery” means up to two parking stalls or a loading zone, as applicable, used either as an extension of, or a stand-alone sidewalk café, connected visually to, and for use by patrons of, a nearby restaurant or bar and service at which is subject to all the terms and conditions of the nearby restaurant or bar’s food service permits and alcohol licenses.

Section 10.55.010 License Required

It is unlawful to install or operate a parklet or streatory without a written license to do so from the city engineer as provided in this chapter and SMC 08.02.0220. All licenses issued under this chapter and SMC 08.02.0220 are temporary and personal licenses, revocable by the City at any time.

Section 10.55.020 License Class

Parklet and streatory licenses are Class IIIE licenses and are subject to SMC Chapter 04.04.

Section 10.55.030 Construction

By enactment of this chapter, the City Council deems the licensing of parklets and streateries in Spokane to be in the best interest of the people of the City and the provisions of this chapter shall be reasonably construed by the City to balance the needs of the license applicant with the protection of public safety.

Section 10.5.5.040 Application

- A. In addition to the information required by SMC 10.55.060, an application for a parklet or streatory license shall state:
 - 1. The anticipated periods of use during the year, and the proposed hours of daily use, including Saturdays, Sundays and holidays; and
 - 2. Whether any liquor as defined in RCW 66.04.010 will be sold or consumed in the area to be covered by the license.
- B. At the time of application the city engineer shall set a time for an administrative hearing before which the public may offer objections to the issuance of the license.

Section 10.55.050 Notice to Adjacent Property Owners and Users

- A. The applicant shall mail or serve a notice stating the:
 - 1. Nature of the application;
 - 2. The parklet or streatory area sought to be used; and
 - 3. Date, time and place at which the city engineer will consider such application

at least ten days prior thereto, upon the owners, building managers and street-level tenants of the properties on the block face on which would be located the proposed parklet or streatory and the block face across the street from the proposed parklet or streatory, as well as any parking meters or loading zones to be impacted and shall file

with the city engineer a copy of the notice mailed and a list of the persons to whom it was sent.

- B. The city engineer shall prepare notices containing the license application details and shall deliver to the applicant a public notice, which shall be posted in a window or on the building exterior of the adjacent property.

Section 10.55.060 Parklet Terms and Conditions

- A. The City Engineer shall issue a license for the use of a parking stall(s) as a parklet upon such terms and conditions as the City Engineer, in the exercise of his/her professional discretion, may deem appropriate, if the City Engineer determines that:
 - 1. The applicant is the owner or occupant of the property adjacent to the proposed parklet area;
 - 2. The applicant has the permission of the owner and occupant, if different, of the property adjacent to the proposed parklet area to place a parklet in the proposed location;
 - 3. The proposed parklet use would not unduly and unreasonably impair passage of the public on the sidewalk adjacent to the area for which the license is sought; and
 - 4. The design and construction of the proposed parklet meets all applicable guidelines.
 - 5. No more than one parklet or streatory would be placed per block face.
- B. Terms and conditions imposed by the City Engineer upon the approval of a parklet application may include, without limitation:
 - 1. restrictions as to the number and placement of furnishings (such as tables and chairs) and as to the hours and dates of use;
 - 2. a requirement that the parklet and all associated furnishing, fixtures, and equipment in the parklet area be cleared when not in use as a parklet, upon the request of the city engineer or other appropriate City officer, such as the chief of police or fire official or their authorized representatives, and that if the licensee does not clear the area, the City may clear the area with the licensee liable to the City for the cost of such work;
 - 3. a requirement that the parking space(s) be vacated and restored to their original condition and free from all obstructions from November 1 through April 1 of each year;
 - 4. that the licensee shall maintain the sidewalk adjacent to the parklet as well as the parklet itself in a clean and safe condition for pedestrian travel and use, and if the applicant fails to maintain the area that the City may, in its sole discretion, perform such maintenance, cleaning, and/or repairs as the City deems necessary with the applicant liable to the City for the cost of such maintenance, cleaning, and/or repairs;

5. a requirement that the licensee maintain the parking stalls adjacent to the parklet area clean and free of debris;
 6. a requirement that the applicant maintain the sidewalk adjacent to the parklet as necessary to accommodate deliveries to adjacent or other nearby properties;
 7. regulations upon lighting and illumination of the parklet;
 8. an indemnity agreement approved by the City Attorney's Office in accordance with the provisions of this chapter;
 9. a requirement that the parklet area display a sign, approved or provided by the City, stating the permitted hours of use for the parklet.
- C. Unless expressly authorized by the City, no license applicant authorized to construct, maintain, and operate a parklet under this chapter shall:
1. Break or damage any pavement or street surface;
 2. Disturb, remove, damage, or obstruct any parking meters, signs, or parking area striping;
 3. Place adjacent to or obstruct safe, accessible access to a bus stop;
 4. Permanently install any fixture of any kind; or
 5. Cover or obstruct any utility manholes or handholes
- in or on the parking space(s) occupied by a parklet or in or on the sidewalk area adjacent to the parklet area.
- D. The terms and conditions of this section are in addition and supplemental to all other City permit requirements including, without limitation, the fire and building codes and the City's noise regulations stated in chapter 10.08D of the Spokane Municipal Code, as applicable.

Section 10.55.065 Streatery Terms and Conditions

- A. The City Engineer shall issue a license for the use of a parking space(s) as a streatery upon such terms and conditions as the City Engineer, in the exercise of his/her professional discretion, may deem appropriate, if the City Engineer determines that
1. The applicant is the owner or occupant of the adjacent property and operates a cafe or restaurant thereon;
 2. The applicant has the permission of the owner and occupant, if different, of the property adjacent to the proposed streatery area to place a streatery in the proposed location;
 3. The proposed streatery is included adjacent to, near, or within a food service establishment permit issued by the Spokane City-County health

district, or its representative, which has otherwise authorized such use of the area; and

4. The proposed streatory use would not unduly and unreasonably impair passage of the public on the sidewalk adjacent to the area for which the license is sought.
 5. No more than one parklet or streatory would be placed per block face.
- B. Terms and conditions imposed by the City Engineer upon the approval of a streatory application may include, without limitation:
1. restrictions as to the number and placement of furnishings (such as tables and chairs) and as to the hours and dates of use;
 2. a requirement that the streatory and all associated furnishing, fixtures, and equipment in the streatory area be cleared when not in use as a streatory, upon the request of the city engineer or other appropriate City officer, such as the chief of police or fire official or their authorized representatives, and from November 1 through April 1 of each year, and that if the area is not cleared, the City may clear the area and charge the costs for such clearance to the licensee;
 3. that the streatory be removed immediately if the applicant's food establishment or liquor permit is revoked;
 4. that the licensee shall maintain the sidewalk adjacent to the streatory as well as the streatory itself in a clean and safe condition for pedestrian travel and use, and if the applicant fails to maintain the area, the City may, in its sole discretion, perform such maintenance, cleaning, and/or repairs as the City deems necessary with the applicant liable to the City for the cost of such maintenance, cleaning, and/or repairs;
 5. a requirement that the licensee maintain the parking stalls adjacent to the streatory area clean and free of debris;
 6. a requirement that the applicant maintain the sidewalk adjacent to the streatory as necessary to accommodate deliveries to adjacent or other nearby properties;
 7. regulations upon lighting and illumination of the streatory;
 8. an indemnity agreement approved by the City Attorney's Office in accordance with the provisions of this chapter;
 9. a requirement that the streatory area display a sign, approved or provided by the City, stating the permitted hours of use for the streatory.
- C. Unless expressly authorized by the City, no license applicant authorized to construct, maintain, and operate a streatory under this chapter shall:
1. Break or damage any pavement or street surface;
 2. Disturb, remove, damage, or obstruct any parking meters, signs, or parking area striping;
 3. Place adjacent to or obstruct safe, accessible access to a bus stop;

4. Permanently install any fixture of any kind; or
 5. Cover or obstruct any utility manholes or handholes
- in or on the parking space(s) occupied by a parklet or in or on the sidewalk area adjacent to the parklet area.

- D. The terms and conditions of this section are in addition and supplemental to all other City permit requirements, including, without limitation, the fire and building codes and the City's noise regulations, stated in chapter 10.08D of the Spokane Municipal Code, as applicable.

Section 10.55.070 Liquor Use and Sale

Liquor, as defined in RCW 66.04.010, as now existing or hereafter amended, may be used and sold at a streatory when authorized in both the license provided for herein and by permit of the Washington State Liquor and Cannabis Board ("LCB"), and not otherwise. Nothing in the chapter shall be construed or deemed to modify, conflict with, or allow separate conditions for alcohol use, sale, or consumption than those provided in Title 66, RCW, specifically chapter 66.20, RCW, WAC 314-03-200, and LCB Board Interim Policy BIP 06-2011 (Aug. 10, 2011). Nothing herein shall be deemed or construed to allow liquor use or consumption on a parklet as the same is defined in this chapter.

Section 10.55.080 Insurance Required

An applicant for a parklet or streatory license shall, prior to issuance of such license, provide and maintain in full force and effect while the license is in effect, public liability insurance in the amount specified by SMC 12.02.0718 to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of the parking space(s) and sidewalk area adjacent thereto for parklet or streatory purposes, naming the City as an additional insured.

Section 10.55.090 Indemnity – License Revocation

- A. The applicant for a parklet or streatory license shall execute and deliver to the City upon a form approved by the City Attorney's Office an agreement in writing and acknowledged by the applicant, forever to hold and save the City free and harmless from any and all claims, actions or damages of every kind and description which may accrue to, or be suffered by, any persons by reason of or related to the operation of such parklet or streatory.
- B. In addition, such agreement shall contain a provision that the license is wholly of a temporary nature, that it vests no permanent right whatsoever, that upon thirty days' notice, posted on the premises, or by publication in the official newspaper of the City, or without such notice, in case the licensed use shall become dangerous or unsafe, or shall not be operated in accordance with the provisions

of this title, the same may be revoked and the parklet or streatory ordered removed, and if the licensee fails to remove the parklet or streatory that the City may, in its sole discretion, remove the parklet or streatory with the costs of such removal and any related storage to be charged to the licensee.

- C. Every such agreement, after it has been received in his office and numbered, and after the same has been recorded, shall be retained by the city clerk.

Section 10.55.100 Compliance – Street and Sidewalk Condition

The applicant shall comply with the terms and conditions of the parklet or streatory license issued, and shall maintain the parking space(s) and the sidewalk area adjacent thereto in a clean and safe condition for pedestrian travel, and shall immediately clear the parklet or streatory area when ordered to do so by the city engineer or other appropriate City officer such as the chief of police or fire official or their authorized representatives.

Section 10.55.110 Requirements not Cumulative

The requirements of SMC 7.02.070, obstruction of streets, and obstruction of sidewalks, shall not apply to a parklet or streatory validly licensed under this chapter, except as herein provided.

Section 10.55.120 Regulations and Design Guidelines

No later than 120 days after the effective date of this section, the city engineer shall publish regulations (including a reasonable license application fee) and design guidelines for parklets and streateries licensed under this chapter.

Section 2. That there is enacted a new section 08.02.0235 of the Spokane Municipal Code to read as follows:

Section 08.02.0235 Parklets and Streateries

- A. An annual license fee of one hundred dollars (\$100) shall be paid for operation of a parklet or streatory, as the same are defined in SMC 10.55, as long as the original approved site plan is implemented. Modifications of an approved parklet or streatory license application which extend beyond the original approved plan shall require a new review and a review fee of two hundred fifty dollars (\$250).
- B. The application fee for a license for a new parklet or streatory is fifty dollars (\$50).
- C. The review fee for an application for a new parklet or streatory license is three hundred dollars (\$300).
- D. License applicants shall post a refundable cash bond to secure removal of the parklet or streatory, at the time of application, in the amount of one thousand dollars (\$1,000).

E. Parking meter revenue loss mitigation.

1. Streatery license applications in locations requiring removal of parking meters shall be subject to the following fees:
 - a. 2-hour meter zone: \$2.09 per square foot per month
 - b. 4-hour and all-day meter zones: \$2.09 per square foot per month
 - c. Time-restricted free parking: \$1.05 per square foot per month
 - d. Meter removal and replacement fee: \$80.
2. Parklet license applications in locations requiring removal of parking meters shall be subject to the following fees:
 - a. 2-hour meter zone: \$1.05 per square foot per month
 - b. 4-hour and all-day meter zones: \$1.05 per square foot per month
 - c. Meter removal and replacement fee: \$80.

F. In addition to the annual fee, the city shall collect from the license applicant and remit to the state department of revenue the required state leasehold excise tax, as prescribed in chapter 82.29A, RCW.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

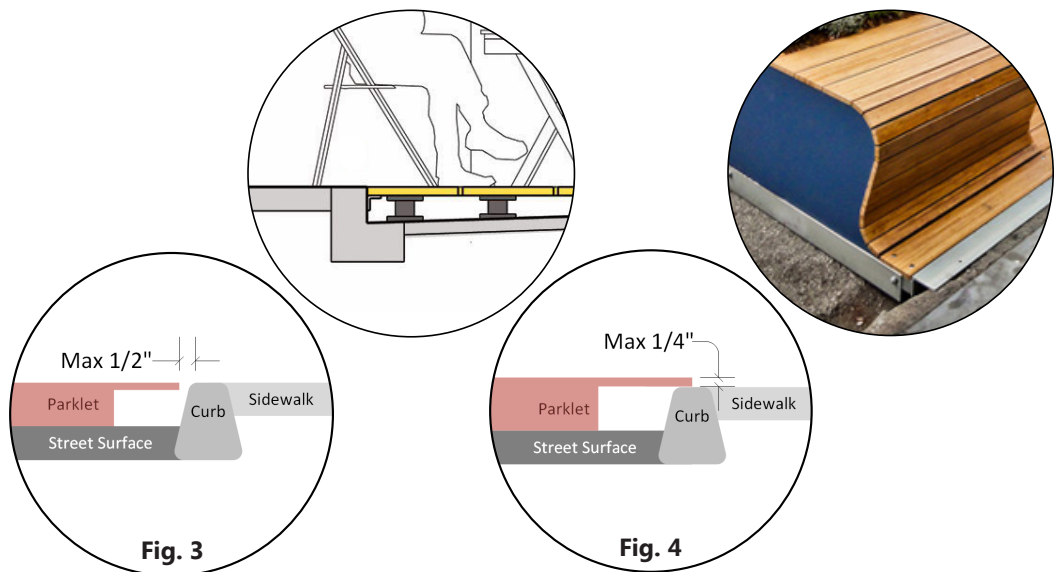
Mayor

Date

Effective Date

5. Buffer zone - the parklet/streatery shall be located at least four feet from the wheel stops.
6. The outside edge and railings must not create a visual buffer.
7. There must be one foot setback from the edge of an adjacent bike lane or vehicle travel lane and shall have an edge to buffer the street. This edge can take the form of planters, railing, cabling, or some other appropriate buffer. The height and scale of the buffer required will vary depending on the context of the site.
8. The parklet/streatery frame should be a freestanding structural foundation that rests on the street surface or curb. No features or structural components may be permanently attached to the street, curb, or adjacent planting strip.
9. Parklets/streateries must be designed for ADA compliance and shall be easily removable if/when necessary.
10. Parklets/streateries shall only be installed on streets with a grade no greater than 5 percent.
11. In general, parklets/streateries should be placed at least one parking space from corners. The presence of a bulb-out, an on-street bicycle corral, or some other physical barrier may allow the City to allow placement closer than that.
12. Parklets/streateries shall be placed no closer than 15 feet from catch basins or fire hydrants.
13. In no case shall any portion of the parklet/streatery, or any furniture placed upon it, obstruct the view of a traffic control device.

- Parklet/streategy design shall allow for stormwater flow and drainage along the curb.
- The maximum horizontal gap between the curb and the parklet surface shall be 1/2 inch.
- The maximum vertical gap shall be 1/4 inch.
- The parklet/streategy must have a seamless connection to the existing curb to meet ADA requirements.





Required Safety Elements

- Safety is foremost in the City's consideration. As such, all parklets and streateries must be designed so as to maintain clear sight lines both on the street and on sidewalks.
- Wheel stops must be installed at both ends of the parklet/streatery four feet from the parklet/streatery structure and one foot from the curb.
- Wheel stops shall be no less than four feet long and no greater than six feet long, mounted with three butyl pads, preferably made of recycled rubber.
- Reflective delineator posts must be placed at the outer corners of the parking space/loading zone six inches from the wheel stops.
- Delineator posts must be 36 inches tall, cylindrical, white Safe-Hit® Duraposts and must include reflective striping. Posts should follow the City of Spokane standard and be attached to the street with a butyl adhesive pad.



Sight Line Elements and Requirements

- The parklet/streatery design must ensure visibility to passing traffic and pedestrians and not create a visual barrier.
- The parklet/streatery shall maintain a visual connection to the street. Continuous opaque walls above 42" that block views into the parklet from the surrounding streetscape are prohibited. You are allowed to include columns and other vertical elements.
- A minimum overhead clearance of 96" must be provided for any parklet/streatery that includes a canopy (or similar element) in order to avoid creating a visual barrier and to provide adequate clearance for people.
- The parklet should have a notable, defined edge along the side of the parklet facing the roadway and adjacent parking stalls to protect parklet users from moving traffic. This can be accomplished via a continuous railing, planter, fence, or similar structure.
- The height of the outside wall is dependent on the context, but should be between 30 inches minimum on the street side to a maximum of 42 inches.
- A minimum 1-foot buffer should be maintained between the parklet features and the travel lane to increase safety adjacent to moving traffic.

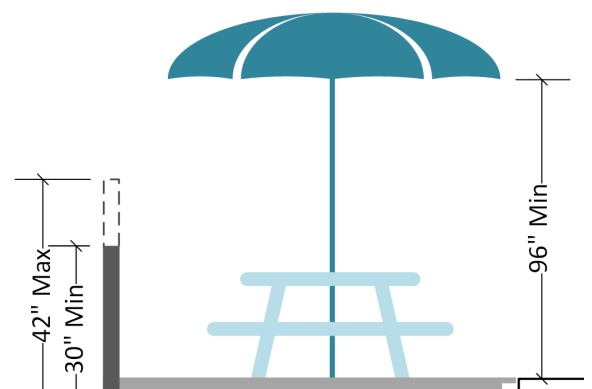


Fig. 5 - SIGHT LINE HEIGHT STANDARDS

Parklet and Streatery Design Standards

DRAFT Edition

Parklets and Streateries in Loading Zones

If you are considering putting a parklet or streatery in a loading zone or other specialty designated space, the City recommends you first look for a nearby location to move that zone and then notify other businesses on the block of your desire to do so. Consideration will be given to removing the special zone with written acknowledgment from your block's other property managers, owners, street-level businesses, and/or residential property associations.



PARKLET/STREATERY AMENITIES

Seating

All parklets/streateries must incorporate built-in seating, which can be integrated in a variety of creative ways. These seats can be a part of the structure, planters, or creative features within the parklet/streatery. Comfortable places to sit are important to creating welcoming and inviting public spaces.

Additional movable seating is recommended as well. This seating can be removed and stored at the end of the day or locked with cables to the parklet structure.

Furnishings should be distinct from any furnishings used by the hosting business or organization. If the parklet host is a business with a sidewalk café, the tables and chairs must be a different style from the ones used in the café. It is important to remember that the parklet is a public amenity, and as such, should be easily distinguishable from nearby private property. Streateries are exempt from this requirement.

Landscaping

Your parklet/streatery must have some type of landscaping. Landscape plantings help soften the space and can serve as a pleasant buffer along the street-facing edge. Landscape elements may be incorporated as planter boxes, hanging planters, green walls, raised beds, or similar features. Drought-tolerant and native plants are good choices for ease of maintenance. Edible plants and plants with fragrance, texture, and seasonal interest are also recommended.

Signs

All parklets/streateries must feature City of Spokane provided signs indicating the space is public. In the case of Streateries, the sign must explain the hours when the Streatery is for the use of the adjacent business and when it's available to the general public. These signs should be mounted to both ends of the parklet and should be visible from the adjacent sidewalk. Signs acknowledging sponsorship, logos, or designs that "brand" the parklet must comply with the City of Spokane sign code (SMC 17C.240).

Heating and Gas Power

Outdoor heaters and elements that use gas or propane fuel can help to make your parklet more comfortable throughout the year. Heating and gas-powered features are allowed in parklets/streateries but will require an additional permit.

Lighting

Lighting is allowed but may require a permit, depending on what you propose. Self-contained low-voltage systems, such as solar or battery-powered lights, are a good choice. Decorative or seasonal lighting may be allowed in street trees near the parklet, but requires an Urban Forestry Permit.



Plan Submittal - Required Elements

Plans should include sufficient detail as to allow for adequate review. The following items must be shown on the plans you submit with your permit application:

- Location on the street;
- Street and sidewalk utilities (i.e. manholes, water valves, etc.);
- Street poles and signs;
- Parking meters (including any required to be removed);
- Fire hydrants and Fire Department connections on adjacent buildings;
- Street furniture (litter cans, benches, etc.);
- Street trees, including tree surrounds;
- Sidewalk and street grade elevations;
- Bike lanes (if any);
- Parklet/streatery dimensions;
- Parklet/streatery materials and details as necessary;
- Parklet/streatery planting plan;
- Flexible delineator posts and wheel stops; and,
- Materials, design elements, or other proposed features.

Signage

All parklets must feature signs indicating the space is public. All streateries must feature signs that indicate hours of service and that the streatery is open to the public at all other times. These signs should be mounted to both ends of the parklet or streatery and should be visible from the adjacent sidewalk. Signs acknowledging sponsorship, logos, or designs that “brand” the parklet or streatery must comply with the City of Spokane sign code (SMC 17C.240).



For more information, contact City of Spokane Planning and Development Services at:

3rd Floor City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

bdsinfo@spokanecity.org

Planning & Development

509.625.6300

From: [Hynes, Mike](#)
To: [Palmquist, Tami](#)
Cc: [Weinand, Kathleen](#)
Subject: Parklet/Streeteries Ordinance
Date: Thursday, August 10, 2017 4:55:58 PM

Tami,

Good afternoon. It is exciting to read the City may be moving forward with the proposed ordinance to allow for parklets and streateries. In conjunction with proposed terms, conditions and requirements, Spokane Transit would like to propose that additional language be added to address transit and bus stops.

I believe this would best fit under Section 10.55.060, C; with proposed language that states *a parklet cannot be placed adjacent to or obstruct safe, accessible access to a bus stop*. By access, we are referring to not only access by the transit bus but by those customers wishing to access the transit bus at the bus stop.

Thank you for your consideration.

Mike Hynes
Associate Transit Planner
Spokane Transit
Office: 509.325.6059
mhynes@spokanetransit.com



**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation
Proposed New Chapter to Spokane Municipal Code,
Chapter 10.55 Parklets and Streateries**

A recommendation from the City Plan Commission to the City Council to APPROVE proposed new chapter to the Spokane Municipal Code, *Chapter 10.55, Parklets and Streateries*.

Findings of Fact:

- A.** For the past two summers, downtown Spokane has been the location of a successful pilot program for parklets. Parklets and streateries help to activate and improve the public realm, by allowing greater opportunities for people to socialize and interact with others and to activate the streetscape, leading to decreases in crime and an enhanced sense of public safety.
- B.** Restauranters and bar owners have successfully implemented sidewalk cafes in downtown Spokane in recent years, and the desire exists to extend, in the appropriate situations and locations, sidewalk cafés into an adjacent parking space(s) (known as “streateries”) in Spokane.
- C.** The City Council intends to establish a licensing program for parklets and streateries in order to build on the successful pilot programs of the past two summers in downtown Spokane and improve the quality of life in Spokane.
- D.** City of Spokane Comprehensive Plan, Urban Design and Historic Preservation Chapter, Goal DP4.2, Street Life states: *Promote actions designed to increase pedestrian use of streets, especially downtown, thereby creating a healthy street life in commercial areas.*
- E.** City of Spokane Comprehensive Plan, Economic Development Chapter, Goal ED2.4, Mixed-Use states: *Support mixed-use development that brings employment, shopping, and residential activities into shared locations that stimulate opportunities for economic activity.* Policy ED 3.6, Small Businesses states: *Recognize the significant contributions of small businesses to the city’s economy and seek to enhance small business opportunities.*
- F.** A web site was created in early June to provide easy access to information and allow the public to comment directly through the web site.
- G.** Written public comments were received in support of the proposal via the City’s blog posts and website.
- H.** On March 8, May 10, and July 12, 2017, the Spokane City Plan Commission held workshops to study the proposed Ordinance.
- I.** On May 12, 2017, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt proposed changes to chapter

17C.370 SMC. On May 22, 2017, the City received an acknowledgement letter from the Department of Commerce.

- J. On July 26 and August 2, 2017, the City caused Notice of the proposed ordinance and announcement of the Plan Commission's August 9, 2017 hearing to be published in the Spokesman Review.
- K. On June 12, 2017, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed amendments to SMC chapter 17C.370. The public comment period for the SEPA determination ended on June 26, 2017.
- L. A public hearing was held before the Plan Commission on August 9, 2017.
- M. The following modifications to the proposed text amendment were considered by the Plan Commission at its hearing on 9, 2017:
 - In SMC Section 10.55.060, Parklet Terms and Conditions, item A.2, it was proposed to be amended to read "the applicant has the permission of the owner AND occupant, if different;
 - In SMC Section 10.55.065, Streatery Terms and Conditions, it was proposed to add a new item A.2 prior to the existing A.2 stating the same as the amended item A.2 in 10.55.060 above, and change the existing items 2 and 3 to now become items 3 and 4.
 - In SMC Section 10.55.060, Parklet Terms and Conditions, Item A, it was proposed to add a new item 5 to state that "no more than one parklet or streatery would be placed per block face."
 - In SMC Section 10.55.060, 10.55.065, Item A, it was proposed to add a new item 5, also stating that "no more than one parklet or streatery would be placed per block face."

The Plan Commission unanimously voted to incorporate the proposed text amendments, as detailed above.

Public Testimony:

No public testimony was heard.

Conclusions:

- A. With regard as to whether the proposed ordinance, as amended, meets the approval criteria of SMC 17G.025.010(F) for text amendments to the Development Code, although this Chapter is not located in the UDC, the Plan Commission made the following findings:
 1. The proposed amendments are consistent with the applicable goals and policies of the City's Comprehensive Plan.
 2. The proposed amendments do bear a substantial relation to public health, safety, welfare, and protection of the environment.

Recommendation:

By a vote of 7 to 0, the Plan Commission recommended to the City Council the APPROVAL of the proposed new Chapter 10.55 to the Spokane Municipal Code.

**Todd Beyreuther, Vice-President
Spokane Plan Commission
August 9, 2017**

NOTICE OF CITY COUNCIL PUBLIC HEARING CHANGE IN DATE

Notice is hereby given that the City Council for the City of Spokane will hold a public hearing Monday October 2, 2017 (*moved from Monday, September 18*), in the Council Briefing Center, Lower Level of City Hall, 808 West Spokane Falls Boulevard, during the City Council Legislative Session, starting at 6:00 p.m. This hearing may be continued to a later date. The purpose of the hearing is to receive public testimony related to an Ordinance on Parklets and Streeteries.

The City ran a pilot program for parklets last year and continued that program into this year, when up to three parklets could be approved for the warmer months of 2017. As a follow up to the pilot program, the City is considering a more permanent program that would allow parklets and streeteries to be installed each summer.

Documents related to this Ordinance are available for viewing on the City of Spokane Planning and Development Department's website at: <https://my.spokanecity.org/projects/parklets/>

Written and oral testimony at the hearing will be made part of the record. Any person may submit written comments and appear at the public hearing, or call to obtain additional information:

Planning & Development Department
Attn: Tami Palmquist
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333
Phone (509) 625-6300; tpalmquist@spokanecity.org

More information on the process: The City Council will be briefed on the Ordinance on Monday, September 11 at 3:30 p.m. There is no public testimony at the briefing. The 1st Reading of the Ordinance before City Council is scheduled for Monday, September 18, 2017. Generally no presentations are made at the 1st reading, and no public testimony is taken at the 1st reading. The 2nd reading and Public Hearing for the proposed amendments is scheduled for Monday, October 2, 2017. At this meeting there will be opportunity for public testimony. The public may also submit written comment to the City Council at citycouncil@spokanecity.org. The City Council reserves the right to continue this public hearing.

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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.